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:

REGULAR MEETING - TUESDAY, AUGUST 8, 2017 - 10:00 A.M.

R E V I S E D

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PRESENTATIONS:**

A.	Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.	Presented
B.	Public recognition of four employees for August's "Spotlight on Employees" Program, as follows: Rachel Cliburn, Mary Leon, Laura Bryant and Melissa Henderson. **(Erica Raymond)**	Recognized

3. **PUBLIC HEARINGS:**

A.	Information/Discussion/Action to adopt Order No. LL-17-03, a liquor license application submitted by Jason Conan Harris for a new Series 12 Restaurant License at the Creekside Steakhouse & Tavern located in Payson. **(Marian Sheppard)**	Adopted

B. Information/Discussion/Action to adopt Order No. LL-17-04, a liquor license application submitted by Kathryn Ann Kelliher for DG Retail, LLC. for a new Series 10 Beer & Wine Store License at the Dollar General Store #16995 in Tonto Basin. **(Marian Sheppard)** — Adopted

4. **REGULAR AGENDA ITEMS:**

A. Information/Discussion/Action to approve the use of the S.A.V.E. Cooperative in accordance with the Alhambra ESD #68 Contract IFB #M16-13-21 with Sunland Asphalt for paving the parking lots at the Gila County Fairgrounds and the Gila County Jail in Globe as shown on Exhibit "A" of this agenda item in the amount of $85,202.41 for the Fairgrounds and $62,727.33 for the Jail. **(Steve Sanders)** — Approved

B. Information/Discussion/Action to approve Service Agreement No. 071317 between the Gila County Community Services Division, Housing Services, and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#10752, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Winkelman, Arizona, for a fee of $68,630 with all work to be completed by October 31, 2017. **(James Menlove/Malissa Buzan)** — Approved

C. Information/Discussion/Action to approve Service Agreement No. 071317-1 between the Gila County Community Services Division, Housing Services, and Rodriguez Constructions, Inc. for Major Rehabilitation Project HH#9956, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Winkelman, Arizona, for a fee of $71,250 with all work to be completed by October 31, 2017. **(James Menlove/Malissa Buzan)** — Approved

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 Funding Agreement No. 1804S001 between the Arizona Superior Court, Administrative Office of the Courts, and the Gila County Superior Court to accept grant funds in the amount of $59,082 that will be used to fund a Field Trainer position for the period July 1, 2017, through June 30, 2018, and of which $34,082 of the total will come from the County's General Fund. — Approved

B. Approval to accept Victim Compensation Grant Agreement No. VC-18-052 between Gila County and the Arizona Criminal Justice Commission in the amount of $66,470 for the period of July 1, 2017, to June 30, 2018. — Approved

C.	Approval of fiscal year 2018 Drug, Gang and Crime Control Grant Agreement No. DC-18-023 between Gila County and the Arizona Criminal Justice Commission in the amount of $59,495 for the period of July 1, 2017, to June 30, 2018.	Approved
D.	Authorization of the Chairman's signature on Amendment No. One to the CenturyLink® 9-1-1 Agreement for Next Generation Management Services for the purpose of possible rate adjustments, update address for legal notices, and defining the effective date of this document.	Authorized
E.	Approval of Amendment No. 1 to 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 whereby ACAA will administer funding in the amount of $40,000, which will be used to provide bill assistance to eligible citizens residing in Gila County for the period of July 1, 2017, through June 30, 2018.	Approved
F.	Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Health and Emergency Management Division and the Arizona Department of Health Services to extend the term of the agreement for the period of October 1, 2017, through September 30, 2018, for the continued provision of various nutritional services programs provided by Gila County.	Approved

G.	Approval of Amendment No. 3 to Professional Services Contract No. 041515-7 with Steven Burk to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $20,000 to $73,988; and add some additional language to the contract.	Approved
H.	Approval of Amendment No. 2 to Professional Services Contract 041015 with Anna Ortiz to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $103,500 without prior written authorization from the County, and add some additional language to the contract.	Approved
I.	Approval of Amendment No. 2 to Professional Services Contract No. 041415 with Ronald DeBrigida to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $82,560 without prior written authorization from the County, and add some additional language to the contract.	Approved
J.	Approval of Amendment No. 2 to Professional Services Contract No. 041515-6 with the Law Office of Jonathan Warshaw to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $83,757 without prior authorization of the of the County, and add some additional language to the contract.	Approved

K.	Approval of Amendment No. 2 to Professional Services Contract 041515-8 with Emily Danies, Attorney at Law, to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $78,916.92 without prior written authorization of the County, and add some additional language to the contract.	Approved
L.	Approval of Amendment No. 2 to Professional Services Contract 050615 with David Bell to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $37,464 without prior written authorization from the County, and add some additional language to the contract.	Approved
M.	Approval of Amendment No. 2 to Professional Services Contract No. 050715 with Carolyn Clark of Flores & Clark, LLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $89,100 without prior written authorization from the County, and add some additional language to the contract.	Approved
N.	Approval of Amendment No. 1 to Professional Services Contract No. 101116 with Diana G. Montgomery, PLLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $10,000 to $7,000; and add some additional language to the contract.	Approved

O.	Approval of Amendment No. 1 to Professional Services Contract No. 101116-1 with Collins & Collins, Attorneys at Law, to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; decrease the contract amount by $3,000 to $7,000; and add some additional language to the contract.	Approved
P.	Approval of Amendment No. 2 to Professional Services Contract No. 041515 with Michael B. Bernays to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; increase the contract by $250 for a new contract total of $92,076; and add some additional language to the contract.	Approved
Q.	Approval of Amendment No. 2 to Professional Services Contract No. 041415-2 with the Law Offices of John Perlman to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; decrease the contract by $4,000 for a new contract total of $4,000; and add some additional language to the contract.	Approved
R.	Approval of Amendment No. 2 to Professional Services Contract No. 041415-1 with Michael L. Freeman to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $77,448, and add some language to the contract.	Approved

S.	Approval of Amendment No. 4 to Professional Services Contract No. 040815 with Raymond Geiser to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; increase the contract amount by $7,000 to $142,643; and add some additional language to the contract.	Approved
T.	Approval of Amendment No. 2 to Professional Services Contract No. 041515-4 with the Law Offices of Barry Standifird to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $114,981 without prior written authorization of the County, and add some additional language to the contract.	Approved
U.	Approval of Amendment No. 2 to Professional Services Contract 041415-3 with Timothy V. Nelson to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $83,748 without prior written authorization of the County, and add some additional language to the contract.	Approved
V.	Approval of Amendment No. 3 to Professional Services Contract 041515-3 with Myers and Associates, PLLC to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $51,000, and add some additional language to the contract.	Approved

W.	Approval of Amendment No. 6 to Professional Services Contract No. 071415 with Samantha Elledge to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; and increase the contract amount by $6,200 to $52,400 with a contract amount not to exceed $52,400 without prior written authorization from the County.	Approved
X.	Approval of Professional Services Contract No. 051117 with the Law Office of Daniel Thulin, LLC in the amount of $30,000 to provide professional legal defense services for the Superior Court in Gila County for the period July 1, 2017, to June 30, 2018.	Approved
Y.	Approval of Professional Services Contract No. 051017 with the Law Office of Harriette P. Levitt in the amount of $10,500 to provide professional legal defense services for the Superior Court in Gila County for the period July 1, 2017, to June 30, 2018.	Approved
Z.	Approval to appoint Greg Freistad to the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Gila County Sheriff's Office Detention Officers and Non-Uniformed Officers for the term beginning on August 8, 2017, through December 31, 2019; and to appoint Darlene Younker to the CORP Local Board of Directors for Gila County Sheriff's Office Dispatchers for the term beginning on August 8, 2017, through December 31, 2019.	Approved

AA.	Acknowledgement of the May and June 2017 monthly activity reports submitted by the Recorder's Office.	Acknowledged
BB.	Acknowledgment of the June 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.	Acknowledged
CC.	Acknowledgment of the June 2017 monthly activity report submitted by the Globe Regional Constable's Office.	Acknowledged
DD.	Acknowledgment of the June 2017 monthly activity report and the Fiscal Year 2016-2017 Annual Report submitted by the Payson Regional Constables's Office.	Acknowledged
EE.	Acknowledgement of the March, April and May 2017 monthly activity reports submitted by the Payson Regional Justice of the Peace's Office.	Acknowledged
FF.	Acknowledgment of the May and June 2017 monthly activity reports submitted by the Globe Regional Justice of the Peace's Office.	Acknowledged
GG.	Approval of the July 18, 2017, and July 25, 2017, Board of Supervisors' meeting minutes.	Approved
HH.	Acknowledgment of the Human Resources reports for the weeks of July 4, 2017, July 11, 2017, July 18, 2017, and July 25, 2017.	Acknowledged
II.	Approval of finance reports/demands/transfers for the reporting period of June 27, 2017, through July 24, 2017.	Approved

6.	**CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.	No Comments
7.	At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.	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-4408 **Presentation** **2. A.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

County Supervisors Association Update of Activities.

Background Information

Each year the Executive Director of the County Supervisors Association (CSA) visits all 15 counties in Arizona to provide the Boards of Supervisors with an update of activities conducted by CSA including a discussion of the recent legislative session.

Evaluation

Craig Sullivan, Executive Director of CSA, has requested to make a presentation to the Board of Supervisors on this date.

Conclusion

It would be advantageous to the Board of Supervisors, County staff, and the public to receive an update of CSA activities to include a discussion of recent legislative activities.

Recommendation

It is recommended that Mr. Sullivan present an update of CSA activities and discuss the recent legislative session with the Board of Supervisors.

Suggested Motion

Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.

Attachments

CSA Presentation

CSA Summary Report

CSA Policay Development

CSA 2016-2017 Association Report

County Supervisors Association

53rd Legislature, First Regular Session:

Briefing to Gila County

August 8, 2017

County Supervisors Association

CSA's Purpose:

- *CSA is a non-partisan forum for Arizona's 61 county supervisors to address important issues facing local constituents, providing a mechanism to share information, and to advance a proactive state and federal policy agenda.*

Core Goals:

- *Protect and enhance county authorities and resources in order to promote efficient, responsive constituent services.*
- *Develop and disseminate information to assist state and local decision-making.*

CSA Leadership

CSA Board of Directors

All 61 county supervisors from Arizona's 15 counties

CSA Executive Committee

President
Hon. Tommie Martin
Gila County

President Elect
Hon. Anthony Smith
Pinal County

First Vice-President
Hon. Russell McCloud
Yuma County

Second Vice-President
Hon. Rudy Molera
Santa Cruz County

Third Vice-President
Hon. Steve Gallardo
Maricopa County

CSA Legislative Policy Committee

Tommie Martin, Gila, CSA President

Dr. Joe Shirley, Apache
Ann English, Cochise
Liz Archuleta, Coconino
Jim Palmer, Graham
Richard Lunt, Greenlee
D.L. Wilson, La Paz
Clint Hickman, Maricopa
Steve Moss, Mohave
Jason Whiting, Navajo
Sharon Bronson, Pima
Todd House, Pinal
Rudy Molera, Santa Cruz
Jack Smith, Yavapai
Russell McCloud, Yuma

Intergovernmental Engagement

U.S. Executive, Congressional & Federal Agencies

State Legislature

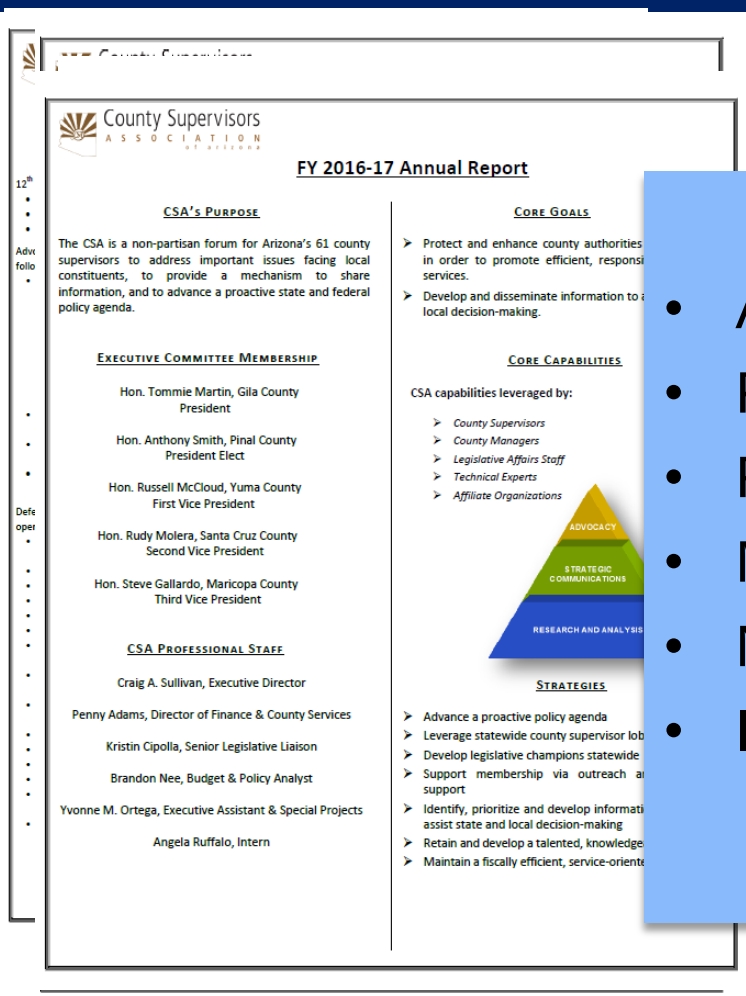
The Executive & State Agencies

County Supervisors
Managers/Administrators
Professional Staff

Other County Elected Officials

The Courts

Annual Report FY17-18



County Supervisors ASSOCIATION of Arizona

FY 2016-17 Annual Report

CSA's Purpose

The CSA is a non-partisan forum for Arizona's 61 county supervisors to address important issues facing local constituents, to provide a mechanism to share information, and to advance a proactive state and federal policy agenda.

Executive Committee Membership

Hon. Tommie Martin, Gila County
President

Hon. Anthony Smith, Pinal County
President Elect

Hon. Russell McCloud, Yuma County
First Vice President

Hon. Rudy Molera, Santa Cruz County
Second Vice President

Hon. Steve Gallardo, Maricopa County
Third Vice President

CSA Professional Staff

Craig A. Sullivan, Executive Director

Penny Adams, Director of Finance & County Services

Kristin Cipolla, Senior Legislative Liaison

Brandon Nee, Budget & Policy Analyst

Yvonne M. Ortega, Executive Assistant & Special Projects

Angela Ruffalo, Intern

Core Goals

- Protect and enhance county authorities in order to promote efficient, responsi services.
- Develop and disseminate information to a local decision-making.

Core Capabilities

CSA capabilities leveraged by:

- *County Supervisors*
- *County Managers*
- *Legislative Affairs Staff*
- *Technical Experts*
- *Affiliate Organizations*

Strategies

- Advance a proactive policy agenda
- Leverage statewide county supervisor lob
- Develop legislative champions statewide
- Support membership via outreach a support
- Identify, prioritize and develop informati assist state and local decision-making
- Retain and develop a talented, knowledge
- Maintain a fiscally efficient, service-oriente

- Advocacy & Policy Development
- Federal Advocacy & Policy Development
- Research & Information Products
- Media, Communication & Outreach
- NACo Engagement
- Informing County Leaders

Legislative Report

Getting the Message Out

- Counties mobilize to communicate priorities
- Ongoing conversations with lawmakers (bipartisan, rural caucus)
- Engaged appropriators, including subcommittees

ARIZONA REPUBLIC
azcentral.com
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Counties to state: Pay us back now

Funding sweeps depleted coffers amid recession

REBEKAH L. SANDERS
THE REPUBLIC | AZCENTRAL.COM

County officials across the state are waiting anxiously for the Arizona Legislature to deliv-

County Supervisors Association 2017 Legislative Pri

County Supervisors Association 2017 Budget Priorities

The following priorities will provide meaningful relief to all counties and promote good g and proper stewardship of taxpayer resources.

Eliminate State Mandate for Counties to Fund ADJC & Reform Arizona Juvenile Justice System

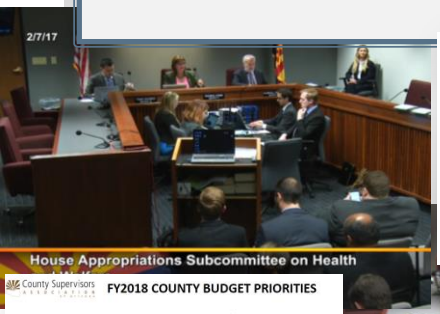
- In 2015 the state shifted 25% of Arizona Department of Juvenile Corrections (ADJC) costs to 15 counties costing $12 million.
- In 2016 the state kept the 25% county payment, but gave a one-time $8 million appropriation to mitigate these costs, still costing counties $3.26 million.
- Counties already pay millions locally for juvenile detention and court costs.
- More than 98% of juvenile referrals are treated locally and just 1.7% go to ADJC.
- Eliminate the county cost shift of ADJC.
- Rather than shifting costs, the state should

Eliminate Shifts of HURF Fu
"Increase Investment in Transport

- Since 2009, $140.6 million of county Hi Revenue Funds (HURF) has been diverte state obligations.
- In 2016 counties received a one-time $ partial HURF restoration.
- Counties are asking to permanently disc use of HURF resources for purposes oth activities.
- In addition to restoring HURF, counties legislative action to identify and enact r enhancements for the HURF distributio

It is bad policy to force counties to fu agencies, over which they have no c The state should again take full respo for these state programs.

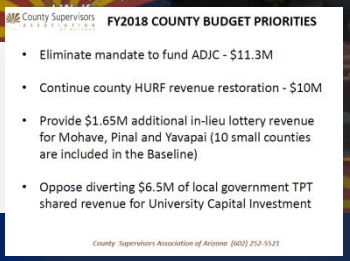
Extend County "Flexibility Language" to Meet County Fiscal Obligati



County Supervisors Association of Arizona

FY2018 COUNTY BUDGET PRIORITIES

	ADJC COST SHIFT	HIGHWAY USER REVENUE FUND SWEEP TO DPS	IN-LIEU LOTTERY APPROPRIATION
APACHE	125,984	273,013	BASELINE
COCHISE	231,375	322,646	BASELINE
COCONINO	236,792	390,844	BASELINE
GILA	94,415	148,844	BASELINE
GRAHAM	65,566	96,708	BASELINE
GREENLEE	14,862	36,525	BASELINE
LA PAZ	36,003	158,999	BASELINE
MARICOPA	6,724,128	4,173,266	-
MOHAVE	352,642	493,568	550,050
NAVAJO	189,279	328,567	BASELINE
PIMA	1,726,804	1,741,514	-
PINAL	661,846	781,542	550,050
SANTA CRUZ	83,534	137,750	BASELINE
YAVAPAI	371,750	466,706	550,050
YUMA	344,830	418,807	BASELINE
TOTAL	$11,260,000	$9,969,300	$1,650,150



State Budget: County Results

- **ADJC:** Maintains county payment of $11.26 million for the cost of Arizona Department of Juvenile Corrections (ADJC); however the budget includes a one-time appropriation of **$8 million** to the Arizona Department of Administration to partially reimburse counties for ADJC costs in FY2018. County impact is **$3.26 million**.

- **Lottery:** Appropriates **$7.2 million** to Arizona Department of Administration to distribute to 13 counties under 900,000 persons in lieu of county lottery revenue.

- **HURF:** Provides an ongoing appropriation of **$30 million** for the Highway User Revenue Fund (HURF), of which, **$10 million** will be allocated to counties.

- **Flexibility Language**: Allows counties under 250,000 persons to use any source of county revenue to meet any county fiscal obligation up to **$1.25 million**.

- **University Bonding:** No county impact

CSA Priorities: Results by County

County	FY2018 Maintained In-Lieu Lottery	FY2018 Net New Relief
Apache	$ 550,050	$ 362,513
Cochise	$ 550,050	$ 487,046
Coconino	$ 550,050	$ 559,144
Gila	$ 550,050	$ 215,944
Graham	$ 550,050	$ 143,308
Greenlee	$ 550,050	$ 47,025
La Paz	$ 550,050	$ 184,699
Maricopa	$ 0	$ 8,950,566
Mohave	$ 0	$ 1,294,118
Navajo	$ 550,050	$ 463,067
Pima	$ 0	$ 2,968,414
Pinal	$ 0	$ 1,801,892
Santa Cruz	$ 550,050	$ 197,050
Yavapai	$ 0	$ 1,280,856
Yuma	$ 550,050	$ 663,807
Total*		$ 19,619,450

Flexibility Language

Any Fiscal Obligation

- Counties with fewer than 250,000 persons may meet any county fiscal obligation up to $1.25 million

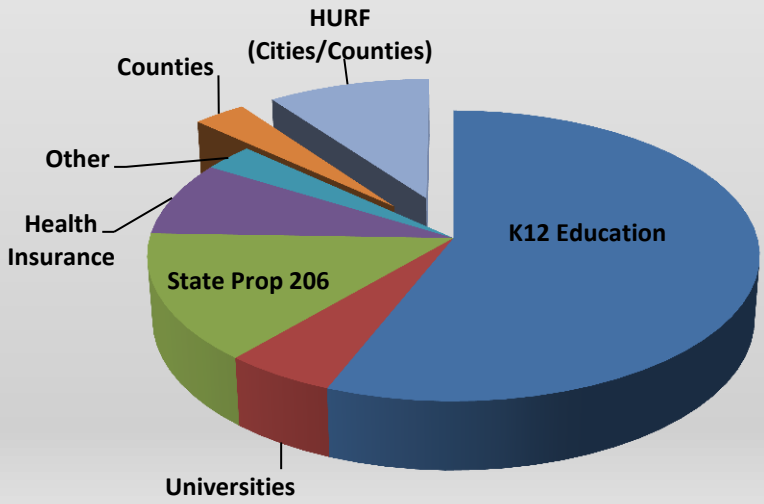
Linked to Shifts

- SVP payments
- RTC payments
- ADJC payments
- ADOR payments

State Budget: New Spending

FY2018 New Spend

(One-time & Ongoing)



Major Ongoing Items

- $30 million Local HURF Offset
  - Begins in FY2018
  - Counties receive $10 million
- $27 million University Capital Bonding
  - Begins in FY2019
- Teacher Salary Increase over 2 years
  - $34 million in FY2018
  - $68 million in FY2019+

State Budget

In Millions*

	FY17	FY18	FY19	FY20
Ongoing Revenues	$9,377	$9,676	$10,028	$10,464
Ongoing Expenditures	$9,373	$9,655	$9,943	$10,320
Structural Balance/ (Deficit)^	$4	$21	$85	144
Carry Forward	$288	$192	$123	$202
Fund Transfers	$144	$8		
One-Time Expenditures	$261	$162	$65	$45
Ending Balance / (Deficit)	$171	$38	$58	$157

*Figures may not add due to rounding.

^Excludes one-time revenues and expenditures and does not account for $460M in “rainy day” fund.

Note: All numbers are taken from the JLBC report on the FY 2018 budget as passed by the Legislature.

CSA Supported Legislation & Reactive Advocacy

CSA Legislative Summary

Annual summary document is now available at:

www.counysupervisors.org

The general effective for bills is August 9, 2017, 90 days after Sine Die.

2017 Session by Numbers

Bills	
Introduced	1,079 bills
County Relevant	*423 bills*
Passed	353 bills
Signed	342 bills
Ballot Propositions	1 bill
Vetoed	**11 bills**
Signed Rate	**31.69%**

122 day Legislative Session, 5 days longer than last year

117 day session in 2016
81 day session in 2015
101 day session in 2014
151 day session in 2013

CSA Priorities: Legislation

Enacted into law:

- HB2065 waste tire disposal; continuation (*Coleman*) Ch.192
- HB2407 appropriation; counties; essential services (*Stringer*) *In Budget*

Did not advance through the process:

- HB2230 intergovernmental public transportation auth.; taxation (*Shooter*)
- HB2258 county contributions; hospitalization; medical; repeal (*Thorpe*)
- HB2332 property tax valuation appeals (*Campbell*)
- HCR2011 motor vehicle fuel taxes (*Campbell*)
- SB1406 contributions; committed youth repeal; committee (*Fann*)

Please note, bills with a chapter number have become law, bills without a chapter number died in the process.

CSA Priorities: Supporting Legislation

Risk Management

- SB1025 public entities; absolute immunity; defenses *(Burges)* Ch. 253
- SB1332 workers' compensation; settlement; travel expenses (*Fann*) Ch. 287
- SB1407 workers' compensation; employee definition; notice (*Fann*)

County & Affiliates

- SB1316 jail districts; maintenance of effort (*S. Allen*) Ch. 181
- SB1328 election proclamation; board clerk *(S. Allen)* Ch. 271

CSA Concerns: Defeated

Select Defeated Bills

- HB2143 public contracts; procurement *(Leach)*
- HB2179 municipalities; counties; intergov. agreements; reqs *(Ugenti-Rita)*
- HB2212 federal financial assistance; reports (*Leach*)
- HB2325 property tax assessment of greenhouses *(Ugenti-Rita)*
- HB2398 invalid annexation; procedure *(Bowers)*
- HB2419 S/E occupational regulation *(Leach)*
- HB2521 TPT reform; contractors *(Cobb)*
- SB1243 misconduct involving weapons; public places *(Kavanagh)*
- SB1329 fire flow requirements; rural applicability *(S. Allen)*
- SB1371 S/E hotel and motel ownership; prohibition *(Peterson)*
- SB1479 mental health treatment; patient transport *(S. Smith)*

CSA Concerns: Amended & Passed

Select Favorably Amended

- HB2365 NOW: wireless facilities; collocation; rights-of-way *(Weninger)* Ch. 124
- HB2477 civil forfeiture; report information; remedies *(E. Farnsworth)* Ch. 149
- SB1214 NOW: cable affiliates; Wi-Fi equipment *(Fann)* Ch. 205
- SB1442 CORP; modifications *(Lesko)* Ch. 163
- SB1480 revisions; community facilities districts *(S. Smith)* Ch. 208

CSA Concerns: Signed

Problematic Bills Signed

- HB2233 NOW: home-based businesses; regulations (*Weninger*) Ch. 228
- HB2406 counties; municipal land acquisition; limitation (*Leach*) Ch. 296
- SB1152 tax authorization; consolidated election dates (*Lesko*) Ch. 332

2017 Summary: By the numbers

- **$ 19.6 million** in net new financial relief to counties
- **1** CSA bill signed into law
- **1** CSA policy issue inserted in the budget
- **24** bills defeated or amended that would have harmed counties
- **3** bills of concern signed into law

Post Session Work Plan

County Outreach:

- *Local board briefings May through August*
- *Managers meetings in June and August*
- *Discussion of potential initiatives and strategies*
- *Support county education of local lawmakers*

Legislator, Policy Staff & Stakeholder Outreach

- *Major taxpayer outreach*
- *Leadership/Appropriations Chairs/Staff Briefings*
- *JLBC/OSPB briefings*

Interim research and stakeholder processes:

- *Department of Juvenile Corrections*
- *Transportation Advocacy: Roadway Needs Study (AACE)*
- *EORP Crisis/Pension Reform Implementation*
- *County Financial Analysis*
- *AGC Procurement Issue*
- *TPT Reform*
- *AZ Water Initiative planning process*
- *Monitor legislative study committees*
- *County regulatory processes*

Policy Development Process

County legislative proposals due to CSA August 18, 2017

- *CSA provided template; staff available to assist with evaluation*

CSA Board of Directors meetings:

- *June/July/August - Not Meeting*
- September 21, 2017

CSA Legislative Policy Summit hosted by Maricopa County

- *Talking Stick Conference Center, Scottsdale*
  October 24-26, 2017

County Supervisors ASSOCIATION of arizona

Bill Summaries available at www.azleg.gov

2017 LEGISLATIVE SUMMARY

General Effective Date: August 9, 2017 (90 days after Sine Die)

Select Bills

CSA Financial Priorities FY2017-2018

HURF Restoration

- **$30 million** on-going appropriation for local HURF restoration (**Counties=$10.0 million**; Cities=$14.4 million; Cities more than 300,000=$1.6 million; Counties more than 800,000=$4.0 million)

Direct Appropriations to Counties (Lottery Revenue)

- Provides appropriation to 13 counties (**$550,050 each**)
- Continues 10 counties & expands to include Mohave, Pinal, & Yavapai

25% of the cost of ADJC

- AZ Dept. of Juvenile Corrections (ADJC) collects an **$11.3 million** "committed youth fee" charged proportionally per county based on pop.
- Provides one-time relief of **$8 million** for FY 2018, reducing county impact to **$3.3 million**

Flexibility Language

- Allow counties with population under 250,000 to use restricted resources to meet financial obligations.

General Government

HB2044 metal dealer licensure; local authority *(Livingston)* Ch. 140
HB2065 waste tire disposal; continuation *(Coleman)* Ch. 192 ***CSA Bill***
HB2159 vehicle impoundment; release of vehicles *(Mitchell)* Ch. 249
HB2271 occupational licensing; military members *(Syms)* Ch. 39
HB2371 oversize commercial vehicles; local authority *(John)* Ch. 47
SB1072 administrative decisions; scope of review *(Peterson)* Ch. 329
SB1084 electronic records; retention; storage *(Worsley)* Ch. 11
SB1122 personal property transfer fees; definition *(Griffin)* Ch. 238
SB1164 Arizona procurement code; amendments *(Kavanagh)* Ch. 111
SB1211 ADOT omnibus *(Fann)* Ch. 41
SB1408 counties; municipalities; euthanizing animals *(Kavanagh)* Ch. 275
SB1478 occupational safety & health omnibus *(S. Smith)* Ch. 147

Environment and Water

HB2094 NOW: small water systems fund; uses *(Bowers)* Ch. 213
HB2152 Arizona emissions bank; credits; amendments *(Bowers)* Ch. 225
SB1183 department of environmental quality; omnibus *(Griffin)* Ch. 112

Taxation and Public Finance

HB2011 bonds; levy; net of cash *(Ugenti-Rita)* Ch. 212
HB2213 GPLET reform; K-12 taxes *(Leach)* Ch. 120
HB2286 truth in taxation; increase notice *(Barton)* Ch. 198
HB2366 agriculture land; fallowing; property tax *(Shope)* Ch. 232
HB2367 public debt; reporting; penalties *(Lovas)* Ch. 156
HB2452 bonding; amortized premium; segregated fund *(Norgaard)* Ch. 99
HB2523 spay & neuter; tax checkoff *(John)* Ch. 172
SB1062 property tax oversight commission; cont. *(D. Farnsworth)* Ch. 65
SB1152 tax authorization; consolidated election dates (*Lesko*) Ch. 332
SB1326 telecomm; broadband; accelerated depreciation *(Lesko)* Ch. 220
SB1379 misused transportation excise tax; repayment *(Lesko)* Ch. 274

Public Personnel and Retirement

HB2166 ASRS; return to work *(Livingston)* Ch. 227
HB2485 EORP; PSPRS; CORP; modifications *(John)* Ch. 269
SB1052 ASRS; optional retirement benefits; overpayment *(Kavanagh)* Ch. 104
SB1053 ASRS; board powers *(Kavanagh)* Ch. 105
SB1063 PSPRS; risk pool *(Lesko)* Ch. 235
SB1115 retirement benefit calculation *(Lesko)* Ch. 266
SB1190 public safety; supplemental benefits; cont. *(Kavanagh)* Ch. 113
SB1442 corrections officer retirement plan; modifications *(Lesko)* Ch. 163
SCR1023 corrections officer retirement plan *(Lesko)* To Secretary of State

Risk Management

HB2161 workers' comp; occupational diseases; cancer *(Boyer)* Ch. 318
HB2410 workers' comp; firefighters; heart-related cases *(Shope)* Ch. 325
SB1025 public entities; absolute immunity; defenses *(Burges)* Ch. 253
SB1332 workers' comp; unemployment insurance *(Fann)* Ch. 287

Planning, Zoning, and Land Use

HB2088 incorporation; urbanized areas *(E. Farnsworth)* Ch. 1
HB2157 private property access; rights-of-way *(Bowers)* Ch. 214
HB2176 mobile home relocation; long-term RVs *(Coleman)* Ch. 91
HB2233 home-based businesses; regulations *(Weninger)* Ch. 228
HB2251 ADOT; meridian road extension *(Cook)* Ch. 142
HB2337 liquor omnibus *(Weninger)* Ch. 168
HB2365 wireless facilities; collocation; rights-of-way *(Weninger)* Ch. 124
HB2406 counties; municipal land acquisition; limitation *(Leach)* Ch. 296
SB1114 outdoor advertising *(Borrelli)* Ch. 144
SB1214 cable affiliates; WiFi equipment *(Fann)* Ch. 205
SB1413 municipalities; annexation; roadway maintenance *(Griffin)* Ch. 86
SB1414 road signage; counties *(Griffin)* Ch. 276

Elections

HB2026 Secretary of State; omnibus *(Coleman)* Ch. 223
HB2244 NOW: initiative petitions; standard of review *(E. Farnsworth)* Ch. 151
HB2302 electoral college; electors; violation; classification *(Kern)* Ch. 94
HB2304 voter guide; publicity pamphlet; e-mail *(Kern)* Ch. 216
HB2404 initiatives; circulators; signature collections; contests *(Leach)* Ch. 52
HB2412 voter registration records; petition submittals *(Coleman)* Ch. 126
HB2486 candidate committee names; office *(John)* Ch. 233
SB1094 ballot; electronic data; digital images *(Griffin)* Ch. 107
SB1200 elections; candidates; requirements *(Kavanagh)* Ch. 161
SB1238 early ballot envelopes *(Kavanagh)* Ch. 115
SB1307 voter registration; presidential elector deadlines *(Kavanagh)* Ch. 262
SB1328 election proclamation; board clerk *(S. Allen)* Ch. 271
SB1370 elections; unlawful voting; residence *(Griffin)* Ch. 264
SB1405 schools; elections; ballot arguments; exclusion *(Lesko)* Ch. 246

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Bill Summaries available at www.azleg.gov

Special Districts

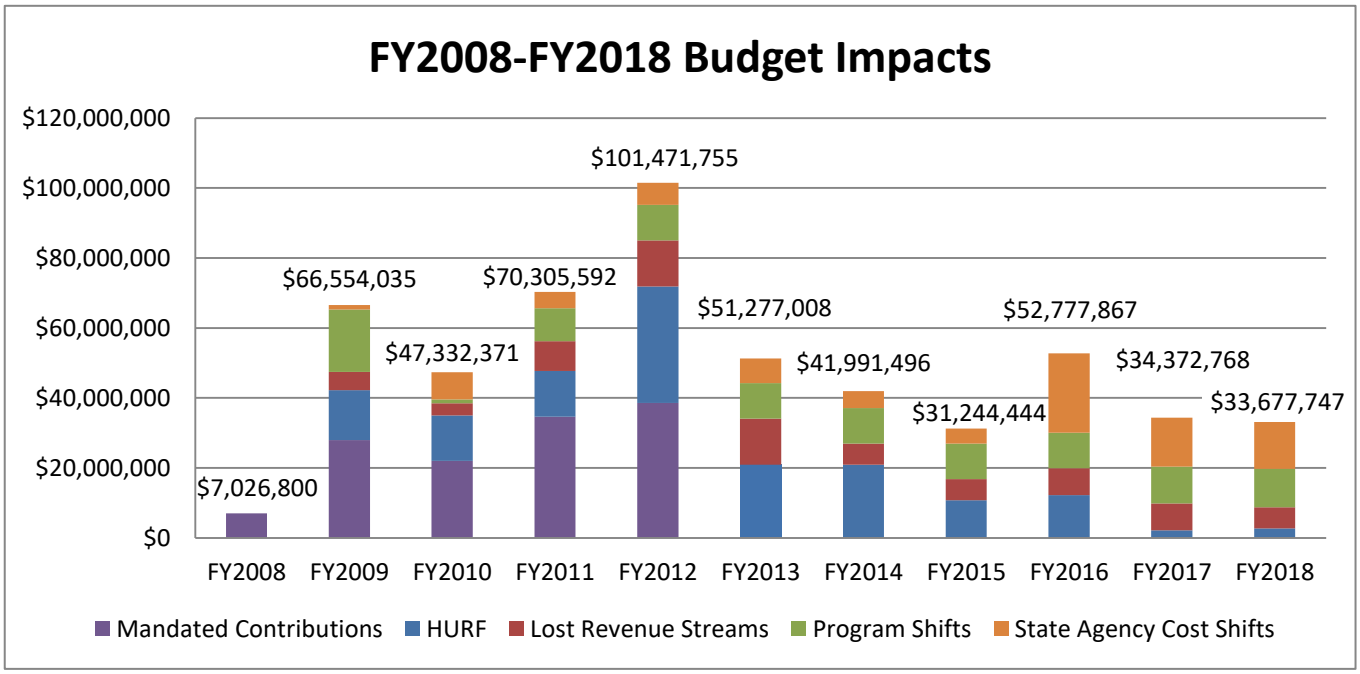
HB2112 multi-county water district; directors; elections *(Finchem)* Ch. 289
HB2326 fire districts; creation; merger; consolidation *(Coleman)* Ch. 46
SB1176 fire districts; electronic funds transfers *(Burges)* Ch. 16
SB1308 flood control districts; easement leases *(Griffin)* Ch. 179
SB1316 jail districts; maintenance of effort *(S. Allen)* Ch. 181
SB1453 road improvement districts; financing *(Griffin)* Ch. 341
SB1454 county improvement districts; assessment; contrib *(Griffin)* Ch. 342
SB1480 revisions; community facilities districts *(S. Smith)* Ch. 208

Courts, Criminal Justice, and Public Safety

HB2084 tribal courts; involuntary commit. orders *(E. Farnsworth)* Ch. 89
HB2085 sentencing doc; fingerprint; misd. offenses *(E. Farnsworth)* Ch. 27
HB2087 AZ Criminal Justice Commission; cont. *(E. Farnsworth)* Ch. 55
HB2096 natural resources projects; court actions *(Thorpe)* Ch. 247
HB2133 correctional facilities; community notification *(J. Allen)* Ch. 314
HB2216 prohibited firearm tracking; classification *(Boyer)* Ch. 166
HB2220 electronic files; access; official record *(Carter)* Ch. 135
HB2239 incompetent; nonrestorable defend; involuntary commitment *(E. Farnsworth)* Ch. 59

Courts, Criminal Justice, and Public Safety cont.

HB2240 alternate grand jurors; service *(E. Farnsworth)* Ch. 35
HB2241 victim's rights; pleading endorsements *(E. Farnsworth)* Ch. 36
HB2246 Arizona lengthy trial fund; continuation *(Grantham)* Ch. 141
HB2254 jud productivity credits; salary calculation *(E. Farnsworth)* Ch. 197
HB2268 sexual assault evidence; submission; reports *(Syms)* Ch. 38
HB2269 victims' rights; requirements; monetary judgements *(Syms)* Ch. 229
HB2472 private postsecondary institutions; peace officers *(Kern)* Ch. 203
HB2477 civil forfeiture; report information; remedies *(E. Farnsworth)* Ch. 149
SB1031 dangerous; incompetent defendants; study cmte. *(Borrelli)* Ch. 103
SB1050 private process servers; duties *(Kavanagh)* Ch. 6
SB1066 clerk of the court; records; reporting *(Burge)* Ch. 8
SB1157 competency hearings; jurisdiction referral *(Borrelli)* Ch. 14
SB1201 med examiner; communicable diseases; disclosure *(Griffin)* Ch. 270
SB1278 felony pretrial intervention prgrm; appropriations *(S. Smith)* Ch. 286
SB1342 search warrants; tracking; simulator devices *(Worsley)* Ch. 187
SB1344 firearms; state preemption; indep. contractors *(Kavanagh)* Ch. 148
SB1366 peace officer; victim; aggravating factor *(S. Smith)* Ch. 162



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Policy Development Roadmap

- 2017 Legislative Session Wrap-up Briefing (May 18)
  - Final county fiscal impacts reviewed
  - Assessment of 2017 Legislative Priorities

- Post-Legislative Session County Outreach (June - August)
  - Provide report and discuss issues important to supervisors and managers

- Identify "Preliminary" County Legislative Issues (June - mid August)
  - CSA to provide policy form & development tips
  - Identify complex issues that may require significant research or due diligence
  - CSA staff is available to assist counties to evaluate proposals

- County Legislative Proposals and Resolutions Due to CSA (August 18/Managers Meeting)

- County Managers and Administrators Meeting (September 15)
  - Initial review of the county legislative proposals

- CSA Board Pre-Summit Briefing and Board Meeting (September 21)
  - Review county legislative proposals and CSA due diligence
  - Request for update of federal issues

- County Managers and Administrators Pre-Summit Briefing (October 13)
  - Review county legislative proposals and CSA due diligence
  - Updates to federal issues due to CSA

- Legislative Summit:

  Talking Stick Resort & Conference Center
  Scottsdale, Maricopa County
  October 24-26, 2017

  - Establish short and long-term legislative priorities
  - Establish lobbying strategy

- Brief State Leadership (November - December)
  - Governor's staff
  - Legislative leadership

- County Supervisors Brief Local Legislators (November - January)

- CSA Board of Directors Meeting (December 14)
  - Review Draft Federal Priorities (*to be approved at January board meeting)*

- Fifty Third Legislature, Second Regular Session Begins (January 8, 2018)

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2018 Legislative Policy Statement

13th Annual CSA Legislative Summit
Maricopa County, Arizona
October 24-26, 2017

A. What is the legislative proposal?

B. Describe the problem and explain how the proposal solves it.

C. What is the fiscal impact to the state or county budgets of the proposal?

D. What is the preliminary analysis of the political environment and stakeholders' and affiliates' comments?

E. Who is the primary county contact information for the proposal (name, phone, email and other relevant information)?

Name:

Phone:

E-mail:

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FY 2016-17 Annual Report

CSA's Purpose

The CSA is a non-partisan forum for Arizona's 61 county supervisors to address important issues facing local constituents, to provide a mechanism to share information, and to advance a proactive state and federal policy agenda.

Executive Committee Membership

Hon. Tommie Martin, Gila County
President

Hon. Anthony Smith, Pinal County
President Elect

Hon. Russell McCloud, Yuma County
First Vice President

Hon. Rudy Molera, Santa Cruz County
Second Vice President

Hon. Steve Gallardo, Maricopa County
Third Vice President

CSA Professional Staff

Craig A. Sullivan, Executive Director

Penny Adams, Director of Finance & County Services

Kristin Cipolla, Senior Legislative Liaison

Brandon Nee, Budget & Policy Analyst

Yvonne M. Ortega, Executive Assistant & Special Projects

Angela Ruffalo, Intern

Core Goals

- Protect and enhance county authorities and resources in order to promote efficient, responsive constituent services.
- Develop and disseminate information to assist state and local decision-making.

Core Capabilities

CSA capabilities leveraged by:

- *County Supervisors*
- *County Managers*
- *Legislative Affairs Staff*
- *Technical Experts*
- *Affiliate Organizations*

Strategies

- Advance a proactive policy agenda
- Leverage statewide county supervisor lobbying force
- Develop legislative champions statewide
- Support membership via outreach and specialized support
- Identify, prioritize and develop information products to assist state and local decision-making
- Retain and develop a talented, knowledgeable workforce
- Maintain a fiscally efficient, service-oriented organization

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Select Outcomes, Information Products, and Support Services

Advocacy & Policy Development

12th CSA Legislative Policy Summit hosted by Coconino County
- 21 proposals analyzed for consideration
- 7 CSA bills introduced; 1 signed into law
- 4 financial priorities pursued: 4 achieved in full or in part

Advocated for county interests in state budget, achieving the following:
- Secured $19.6 million in financial relief for the counties in FY2017, including:
  - Achieved a one-year $8 million cost reduction on county payments to AZ Department of Juvenile Corrections
  - Secured additional $10 million in Highway User Revenue Funds in FY2017. This allocation is now on-going
  - Expanded by $1.65 million the county in-lieu lottery appropriation (now $7.2 million), providing $550,050 to each of the 13 smallest counties
- Attached "flexibility" language, expenditure limitation exemption to county issues in state budget
- Secured additional "flexibility" authority for 12 smallest counties
- Coordinated successful county opposition to Executive-proposed cost shift re: university bonding

Defeated or favorably amended 24 bills problematic for county operations, including proposals that:
- Severely limited in-house maintenance and construction capability
- Restricted county intergovernmental agreement authority
- Mandated costly, duplicative reporting requirements
- Capped fees on mandated occupational licenses
- Changed distribution of TPT revenues
- Pre-empted local control over firearm policy
- Banned county ownership of lodging facilities and mandated divestiture
- Shifted costs to counties of certain mental health transportation services
- Required county involvement in fire district regulatory processes
- Massively reduced the property assessments on greenhouses
- Formed a special interest district in unincorporated areas
- Limited flexibility regarding pension amortization
- Preempted local control over permitting of wireless facilities
- Modified formation and oversight of community facilities districts
- Required board of supervisors oversight of certain RICO expenditures

Engaged, briefed lawmakers and staff on county issues, Including:
- Facilitated/prepared content for CSA leadership meetings with the Governor and Senate/House Majority/Minority leadership
- Regularly communicated with Governor's Office policy staff
- Regularly briefed House/Senate Majority/Minority leadership & staff
- Regularly briefed members of the legislature
- Testified before House Appropriations sub-committees
- Hosted "Effective Engagement with State Lawmakers" webinar
- Hosted "County 101" briefing for legislative research staff
- Presented State/County nexus to ASU's, AZ Legislative Academy Orientation
- Provided support for supervisors participating in AACo LPC
- Represented county interests in legislative workgroups & stakeholder processes on the following:
  - CORP reform legislation
  - PSPRS reform implementation and legislative clean-up
  - PTSD presumptions
  - Directed care for public insurers
  - Home-based businesses
  - Adult justice reform
  - Juvenile justice reform
  - Legislative study group on "Prosperity Districts"
  - Utility and wireless providers: micro cell deployment
  - Major tax-payer outreach: APS, SRP, and ATRA
  - Prime contracting reform
  - Groundwater mitigation public procurement processes
  - Transportation of mentally ill patients in court-ordered evalution

Engaged state agencies to promote county interests, Including:
- Facilitated Auditor General IT Control Training
- Facilited input to ADEQ MS4 stormwater rule update
- Supported ADWR Planning Area Process: La Paz & Mohave counties
- Engaged Legislative Council on quality control for U.S. Census Bureau Redistricting Data Program
- Provided input for AOC Court Security Rule
- Arizona Management System, focus groups: ADOR, ADOT, ADWR
- Department of Corrections plan re: inmates facing additional charges

CSA appointments/committees:
- Governor's Water Augmentation Council
- Arizona Corporation Commission Water Emergency Team
- Arizona Supreme Court's Commission on Technology
- PSPRS Board of Trustees
- PSPRS Advisory Committee
- Constable Ethics, Standards, & Training Board
- ADOC Juvenile Detention Regionalization Taskforce

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Research & Information Documents

- CSA County Government Internship Program
- 2017 Legislative Session Preview
- Overview of the State Budget Situation
- County Priorities: 2017 Legislative Session
- 2017 County Budget Priorities *Pocket Guide*
- Counties 101: Roles & Resonsibilities of County Government presentation
- Effective Engagement with State Lawmakers Presentation
- 2017 Legislative Summary
- 2017 Session in Review: Briefing to the Board of Directors
- Analyses of FY2017 state budget proposals:
  - FY2017 Budget Analysis
  - FY2017 Baseline and Executive Comparison
  - FY2017 Budget Analysis (several variations)
  - Aggregate State Impacts
  - FY2017 State Impacts to Counties spreadsheet
  - County Flexibility Language in 2016-17 State Budget
- FY2017 County Revenue/Expenditure Report
- County Budget and Audit Guide 2017
- Revenue distribution information
  - HURF distribution flow diagram
  - TPT revenue sharing flow diagram
  - VLT revenue sharing flow diagram
  - Sales tax collection update
- Public Lands Briefing Book:
  - PILT payments & acreage
  - NACo PILT information
  - Public lands research
- CSA Brochure: "What We Do & Why it Matters"
- CSA Board of Directors Membership Poster
- CSA Board of Directors Contact Sheet
- County Encyclopedia, Vol. 3
- County Posting Requirements
- Surveys:
  - EORP Salary Survey December-January
  - Prop 206 Impact Survey
  - Justice of the Peace Survey
  - Juvenile Detention Regionalization Task Force Cost Survey
  - HURF/VLT Transportation Survey
  - Clerk of the Court Budget Survey
  - Assisting County Engineers with update of Roadway Needs Study

Media, Communication & Outreach

- Provided counties with letters, resolutions, & press releases regarding:
  - County legislative priorities 2017
  - Resolution 1-16: Urging state leaders to increase state and local investment in transportation infrastructure
  - Urging federal action to fund PILT
- Ongoing social media presence with regular postings:
  - Twitter: 736 followers, 78,600 impressions
  - Facebook: 164 follower likes
- Coordinated media availability & briefed reporter, Rebekah L. Sanders, on CSA issues, helping generate media coverage
  - "Arizona Counties in Crisis After a Decade of State Funding Sweeps",*The Arizona Republic*, 4.20.2017
  - "Counties Still on Edge Financially, But State Offers Some Relief", *The Arizona Republic*, 5.8.2017
- Issued over 25 press releases
- CSA Legislative Update, weekly e-newsletter
- Weekly LPC Reports, distributed to full membership
- Regular Action Alerts & Session Updates (as needed)
- Web platform: www.countysupervisors.org
- Established sponsorship partnerships with 38 businesses
- Hosted 2017 Legislators & Supervisors Reception, attended by 50 state legislators
- Facilitated "County Government Month" & procured proclamation from governor
- State of the State & Opening Session: January 9, 2017

Federal Advocacy & Policy Development

- Lobbied AZ congressional delegation regarding:
  - Support of the Four Forest Restoration Initiative
  - Continuation of Payment in Lieu of Taxes (PILT) Program
  - Reauthorization of Secure Rural Schools & Community Self-Determination Act (SRS)
  - Opposition to EPA rule change re: definition of Waters of the U.S. (WOTUS) under Clean Water Act
  - Support for increased State Criminal Alien Assistance Program (SCAAP) funding
- Coordinated 15-county mobilization urging support of PILT reauthorization
- Provided policy briefings to board on LWCF, SCAAP, WOTUS, and the Federal Budget
- Conducted County Federal Issues Survey
- U.S. Senators & Supervisors Breakfast, Co-sponsor
- Arizona/Mexico Commission Congressional Border Briefing

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NACo Engagement

- Hosted The Honorable Greg Cox, NACo Second Vice President
- Hosted Paul Beddoe, NACo Deputy Legislative Director
- Participated in NACo Knowledge Management Forum
- Presented "Arizona Issues" to NACo Western Caucus
- Facilitated/supported member participation in NACo
- Advocated appointment of 38 members to NACo
- CSA NACo Board Representative Supervisor Manny Ruiz
- Supported WIR Board Representative Supervisor Tommie Martin
- Supported WIR Board Alternate Supervisor Liz Archuleta
- Nominated Supervisor Steve Gallardo (Maricopa) for NACo County Leadership Institute
- Supported members with NACo credentials process
- Supported members participating in NACo Steering Committees
- Arizona Caucus Reception, Co-sponsor
- Western Interstate Region, *Ex Officio*
- Strengthened research collaboration with NACo

Informing County Leaders

- Hosted New Supervisor Orientation, attended by 24 elected officials. Topics included:
  - Leadership as a Supervisor
  - Open Meeting Law 101
  - Public Records Law
  - County Governance Authority
  - Working with the Media
  - Risk Management and Workers Compensation
- CSA hosted over 100 county meetings to support its membership
- Prepared content/briefing materials for the following:
  - 9 Board of Directors meetings
  - 11 County Managers Association meetings
  - 12 Legislative Policy Committee meetings
  - 15 County Outreach Presentations to the Boards of Supervisors
- Guest presentations included:
  - Hon. Michele Reagan, Arizona Secretary of State
  - Hon. Greg Cox, NACo Second Vice President
  - Paul Beddoe, NACo Deputy Legislative Director
  - Joe Kelroy, Office of the Courts Juvenile Justice Division
  - Buchanan Davis, Senator Jeff Flake's Outreach Officer
  - Rhett Larson, ASU Sandra Day O'Connor College of Law
  - Andrew LeFevre, AZ Criminal Justice System
  - Cindy DeLancey, UofA Natural Resources Users Law & Policy Center
  - Hon. Jeff Flake, U.S. Senator
  - Richard Stavneak, JLBC
  - Hon. Scott Bales, Chief Justice of the Arizona Supreme Court
  - Kristine FireThunder, Governor's Office of Tribal Relations
  - Jason Baran, Salt River Project
  - Barry Drost, Major Projects, Navajo Generating Station
  - Linda Lind, AZ State Liaison to the U.S. Forest Service
  - Neil Bosworth, Tonto National Forest Supervisor
  - Heather Procencio, Kaibab National Forest Supervisor
  - Mark Masterson, AZ Department of Education (ADE)
  - Milan Eaton, ADE E-Rate Director for Schools
  - Hon. Paul Peterson, Maricopa County Assessor
  - Kurt Maurer, AZ Governor's Office, AZ Management System
  - Floyd Roehrich, Jr., PE, ADOT
  - Tom Betlach, AHCCCS
  - Paul Galdys, AHCCCS
  - Hon. Tim Carter, Yavapai County Superintendent
  - Debbie Davenport, AZ Auditor General
  - Jared Smout, PSPRS Administrator
  - Dean Scheinert, PSPRS Board of Trustees
  - Dave Byers, Director, Administrative Office of the Courts
  - Hunter Moore, AZ Govenor's Office Policy Advisor
  - Rosalyn Boxer, Work Force Development, AZ Office of Economic Opportunity
  - Matt Clark, AZ Governor's Office Local Government Liaison
  - Mara Mellstrom, AZ Governor's Office Policy Advisor
  - Tony Sissons, Research Advisors Services
  - Kevin Tunell, Yuma County Communications Director
- Provided legislative briefings to the following:
  - County Supervisors Association Board of Directors
  - County Managers/Administrators Association
  - AZ County Planners Association
  - ACIP Public Practice Legal Seminar
  - AZ County Finance Officers Organization
  - AZ City/County Management Association, Winter/Summer Conferences
  - AZ Association of County Engineers
  - AZ County Director of Environmental Health Services Association
  - AZ Civil Deputy Attorneys Association
  - AZ County Clerks Association
  - AZ Local Health Officials Association
  - Gila Valley Leadership
  - Government Finance Officers of Arizona, Winter/Summer Meetings

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1905 W. Washington Street, Suite 100, Phoenix, Arizona 85009
(602) 252-5521 *www.countysupervisors.org*

ARF-4441 **Presentation** **2. B.**

Regular BOS Meeting

Meeting Date: 08/08/2017
Submitted For: Shelley McPherson, HR and Risk Management Director
Submitted By: Erica Raymond, Human Resources Assistant Sr.
Department: Human Resources

Information

Request/Subject

August 2017 "Spotlight on Employees" Program.

Background Information

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

Evaluation

N/A

Conclusion

N/A

Recommendation

Public recognition by the Human Resources Department to publicly recognize four employees for August 2017 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of four employees for August's "Spotlight on Employees" Program, as follows: Rachel Cliburn, Mary Leon, Laura Bryant and Melissa Henderson. **(Erica Raymond)**

Attachments

Cliburn, Rachel

Leon, Mary

Bryant, Laura

Henderson, Melissa

SPOTLIGHT

on Employees

_____
Employee Name

☐ Team Work
☐ Quality
☐ Morale Building
☐ Integrity
☐ Customer Service
☐ Initiative

Example:_____

_____

_____

_____

_____ _____

Supervisor Date

SPOTLIGHT

on Employees

_____
Employee Name

☐ Team Work
☐ Quality
☐ Morale Building
☐ Integrity
☐ Customer Service
☐ Initiative

Example:_____

_____

_____

_____

_____

_____ _____
Supervisor Date

SPOTLIGHT

on Employees

_____
Employee Name

☐ Team Work
☐ Quality
☐ Morale Building
☐ Integrity
☐ Customer Service
☐ Initiative

Example:_____

_____

_____

_____

_____ _____

Supervisor Date

SPOTLIGHT

on Employees

_____
Employee Name

☐ Team Work
☐ Quality
☐ Morale Building
☐ Integrity
☐ Customer Service
☐ Initiative

Example:_____

_____

_____

_____

_____ _____

Supervisor Date

ARF-4413 **Public Hearing** **3. A.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Order No. LL-17-03 Liquor License Application.

Background Information

Jason Conan Harris has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 12 Restaurant License at the Creekside Steakhouse & Tavern located in Payson. 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.

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-17-03, a liquor license application submitted by Jason Conan Harris for a new Series 12 Restaurant License at the Creekside Steakhouse & Tavern located in Payson. **(Marian Sheppard)**

Attachments

Creekside Steakhouse - Application

Creekside Steakhouse - Community Development Review

Creekside Steakhouse - Health & Emergency Services' Review

Creekside Steakhouse - Treasurer's Review

Creekside Steakhouse - Affidavit of Posting

Received 6/30/17

'17 JUN 28 Liq. Lic. AM11:24

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

DLLC USE ONLY	
License #	12043104
Date Accepted:	6/28/17
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

- [x] Interim Permit
- [x] 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
- [x] 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.): reataurant/bar #12 2. LICENSE # (if issued): 12043104

SECTION 4 Applicants

1. Agent's Name: Harris (Last) Jason (First) Conan (Middle) P1070821
2. Applicant/Licensee Name: Eighth Deal, LLC B1051648
   (Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): Creekside Steakhouse & Tavern B1004094
4. Business Location Address: 1520 E. Christopher Creek Loop Payson, AZ 85541
   (Do not use PO Box) Street City State Zip Code County
5. Mailing Address: Grace Hospitality 6925 E. Indian School Rd. Scottsdale, AZ 85251
   (All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 928-478-4557 Daytime Contact Phone: 480-893-0001
7. Email Address: jason@relaxinaz.com
8. Is the Business located within the incorporated limits of the above city or town? [ ] Yes [x] No
   If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Gila County

Department Use Only

Fees:				
$100	$100	$50	$35	$ 285.00
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? [x] Yes [ ] 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: 01/18/13 State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. File No: 18188185 Date authorized to do business in AZ ~~01/18/13~~ 2/21/17 (JA)

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
Harris	Jason		~~Owner~~	100	1765 W. Aspen Ave.	Gilbert	AZ	85233
			Member (JA)					

(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: 12043094

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

I, **(Signature)** _____ 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 please see attached letter and settlement statement.

State of Arizona)
)
County of _____)

On this _____ Day of _____, 20_____ before me personally appeared _____
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 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: (unsure)
(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 #: _____

2. Current Agent Name: _____
Last First Middle

3. Current Licensee Name: _____
(Exactly as it appears on the license)

4. Current Business Name: _____
(Exactly as it appears on the license)

5. Current Daytime Phone: _____ Primary Email Address: _____

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: _____
Signature or Agent or Individual controlling person

NOTARY

State of Arizona)
)
County of _____)

On this _____ Day of _____, 20_____ before me personally appeared _____
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

-Section 10 continued -

1. Distance to nearest School:_____ Name of School:_____
(If less than one (1) mile note footage)
Address:_____

2. Distance to nearest Church: _____ Name of Church:_____
(If less than one (1) mile note footage)
Address:_____

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? $ 1.7 MIL

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

Last First Middle	Amount Owed	Mailing Address City State Zip
Mountain America Credit Union	$1.7MIL	Utah, AZ 7181 S. Campus View Dr. West Jordan

(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

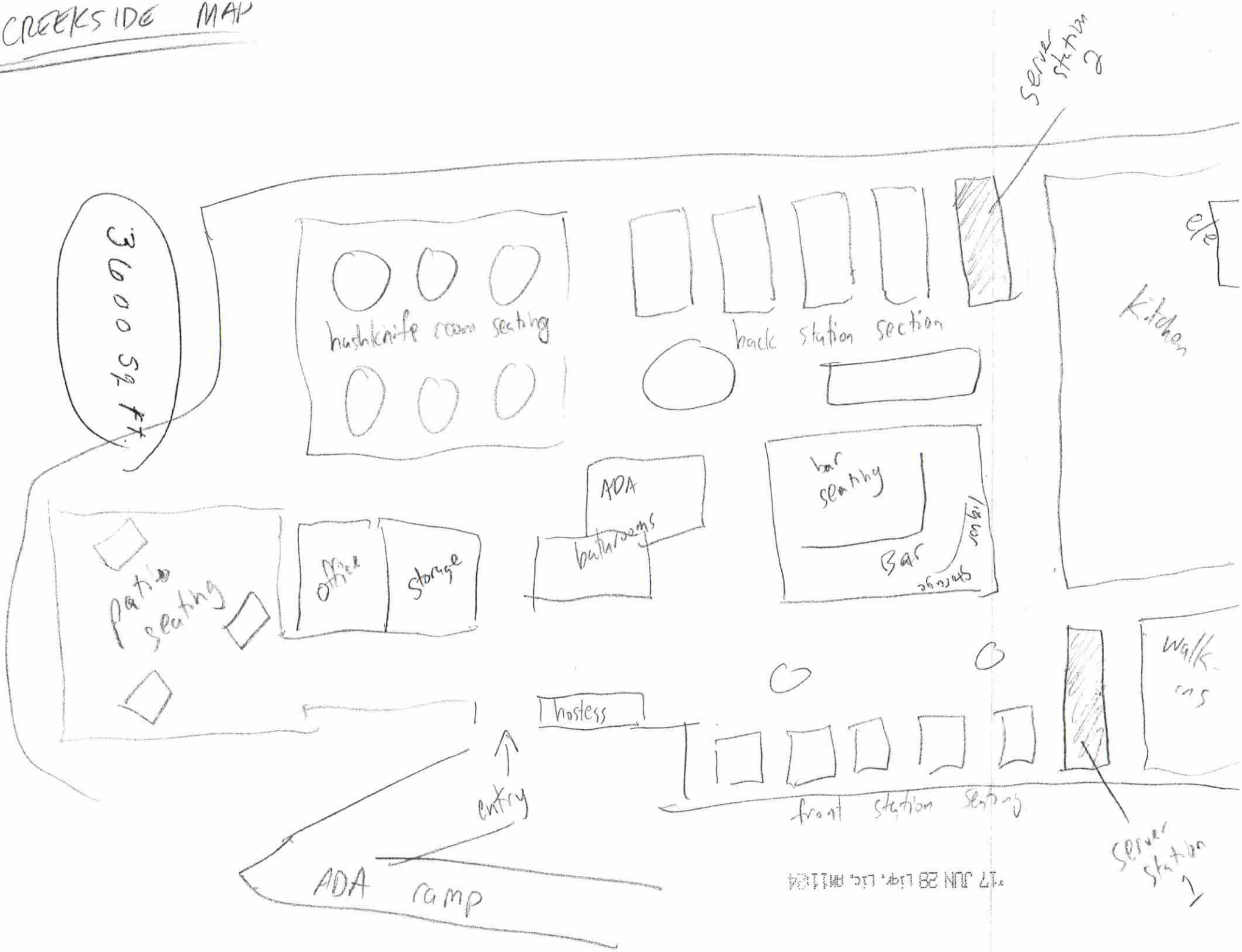
Patio: ☑ Contiguous ☐ Non-Contiguous within 30 feet

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

CREEKSIDE MAP



-Section 12 continued on next page-

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.

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)** _____, 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 28 (Day) Day of June (Month), 20 17 (Year) before me personally appeared Jason Conan Harris (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.

OFFICIAL SEAL
JENAKA LYNN WAGNER
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 21, 2021

(Affix Seal Above)

Signature of NOTARY PUBLIC

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.

'17 JUN 28 Liqr. Lic. #11124

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

RESTAURANT OPERATION PLAN

DLLC USE ONLY LICENSE # 12043104

1. Name of restaurant (Please print): Creekside Steakhouse & Tavern

2. List by Make, Model, and Capacity of your: (**If you attached a legible copy of your equipment list, only provide the following items:**)

Grill	CPG - Flat 8 sq. ft.
Oven	Avant - Convection - 4 cu.ft
Freezer	Built In - Walk-in - 252 cu ft / Kelvington Chest 8 cu ft.
Refrigerator	Built In - Walk-in - 448 cu ft / Everest - Upright 48 cu ft.
Sink	3-30 gal. tub ~~automatic~~ - stainless steel
Dish Washing Facilities	Pro-clean - Automatic / Sanitizer - 9 cu.ft.
Food Preparation Counter (Dimensions)	14' x 32"
Other	Avant - Deep Fryer - 2 basket (2)

3. Attach a copy of your full menu **including prices**
(examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: [90]
   (**Do not include patio seating**)

   b. Bar area of your premises: [+ 20]

   c. Total dining and bar seating capacity of your premises: [= 110]

5. What Type of dinnerware and utensils are utilized within your restaurant?
☑ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☑ YES ☐ No
(**If yes, what percentage of the public floor space does this area cover?**) 15 %

7. What percentage of your public premises is used primarily for restaurant dining?
(**Do not include kitchen, bar, hi-top tables, or game area.**) 85 %

8. Does your restaurant contain any games, televisions, or any other entertainment? ☑ YES ☐ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3 TVs in the bar

9. Do you have live entertainment or dancing? ☐ YES ☑ No
(**If yes, what type and how often** (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	2
Bartenders	2
Hostesses	
Managers	2
Servers	5
Other ( )	
Other ( )	
Other ( )	

I, JASON CONAN HARRIS, hereby declare that I am the APPLICANT filing this application.
(Print full name)
I have read this application and the contents and all statements true, correct and complete.

X
(Signature of APPLICANT)

OFFICIAL SEAL
JENAKA LYNN WAGNER
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 21, 2021

NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 28 day of June 2017
Day **Month** **Year**

My Commission Expires on: 2/21/2021
Date

Signature of Notary Public

'17 JUN 28 Liq. Lic. AM11:35

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

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks
11. Tax Records
        A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
        B. Income Tax Return - city, state and federal (copies)
        C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
        A. Copies of all reports required by the State and Federal Government
        B. Employee Log (A.R.S. §4-119)
        C. Employee time cards (actual document used to sign in and out each work day)
        D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) JASON CONAN HARRIS, have read and understand all aspects of this statement

X (Signature) _____
Controlling Person / Agent

State of Arizona County of Maricopa
the foregoing instrument was acknowledged before me this

28 of June 2017
Day Month Year

My commission expires on: 2/21/2021

_____
Signature of NOTARY PUBLIC

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

'17 JUN 28 Liq. Lic. AM11:25

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

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. <u>If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph.</u> You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Jason Conan Harris

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No

If **Yes**, indicate place of birth:

City Phoenix State (or equivalent) AZ Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Driver's License
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____
Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Jason Harris
Individual Owner/Agent Printed Name

6/28/17
Today's Date

Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'17 JUN 28 Liq. Lic. AM11:35

You M[illegible] Address Within 10 Days

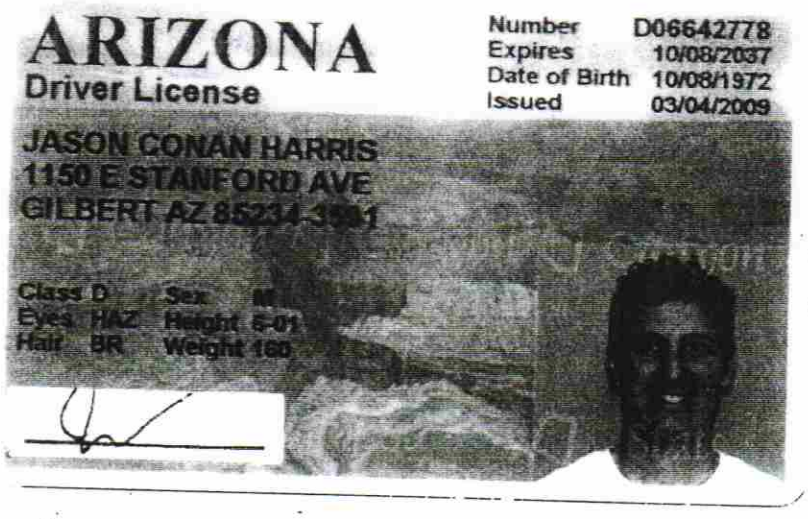
[redacted]

Number D06642778
Expires 10/08/2037
Issued 03/04/2009

Class D Operator

Endorsements NONE

Restrictions A Corrective Lenses



STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12043094

TEST

Issue Date: 11/2/2015

Expiration Date: 6/30/2017

Issued To:
SHEILA LYNN MARCUM, Agent
PREVAILING CONCEPTS LLC, Owner

Location:
SHEILA'S CREEKSIDE STEAKHOUSE & TAVERN
1520 E CHRISTOPHER CREEK LOOP
PAYSON, AZ 85541

Mailing Address:
SHEILA LYNN MARCUM
PREVAILING CONCEPTS LLC
SHEILA'S CREEKSIDE STEAKHOUSE & TAVERN
1520 E CHRISTOPHER CREEK LOOP
PAYSON, AZ 85541

EXP 6/30/2017

LIQUOR LICENSES AND CONTROL ARIZONA

POST THIS LICENSE IN A CONSPICUOUS PLACE

RECEIVED
JUN 30 2017
BY:

INTEROFFICE MEMORANDUM

DATE: **June 30, 2017**

TO: Scott Buzan, Chief Building Official
Community Development Division

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Creekside Steakhouse & Tavern; Series 12

A public hearing will be held by the Board of Supervisors on August 8, 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 31, 2017.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc. NO ISSUES

Signed: 7/7/17

INTEROFFICE MEMORANDUM

DATE: **June 30, 2017**

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

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Creekside Steakhouse and Tavern Series 12

A public hearing will be held by the Board of Supervisors on August 8, 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 31, 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.

_____

_____

_____

_____

Signed: Michael J. O'Driscoll July 6, 2017

INTEROFFICE MEMORANDUM

DATE: **June 30, 2017**

TO: Debi Savage, Treasurer

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Creekside Steakhouse & Tavern; Series 12

A public hearing will be held by the Board of Supervisors on August 8, 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 31, 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.

Signed: Debi Savage

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: 7-13-17 Date of Posting Removal: 8-3-17

Applicant's Name: Harris (Last) Jason (First) Conan (Middle)

Business Address: 1520 E. Christopher Creek Loop (Street) Payson (City) 85541 (Zip)

License #: 12043104

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.

Print Name of City/County Official	Title	Phone Number
J. Adam Shepherd	Gila County Sheriff	(928)425-4449

Signature: J. Adam Shepherd Date Signed: 8-3-17

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.

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

GCSD 14:48 JUL 06 2017
170750006

ARF-4439 **Public Hearing** **3. B.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Order No. LL-17-04 Liquor License Application.

Background Information

Kathryn Ann Kelliher for DG Retail, LLC. has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 10 Beer & Wine Store License at the Dollar General Store #16995 located in Tonto Basin. 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.

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-17-04, a liquor license application submitted by Kathryn Ann Kelliher for DG Retail, LLC. for a new Series 10 Beer & Wine Store License at the Dollar General Store #16995 in Tonto Basin. **(Marian Sheppard)**

Attachments

Dollar General - Application

Dollar General - Treasurer Review

Dollar General - Health & Emergency Management - Review

Dollar General - Community Development - Review

Dollar General - Affidavit of Posting

Recieved 7/10/17.
LL-17-D4 Series 10

DLLC USE ONLY

License #	10043084
Date Accepted:	7/7/17
CSR:	[signature]

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

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.): Series 10 2. LICENSE # (if issued): 10043084

SECTION 4 Applicants

1. Agent's Name: Kelliher (Last) Kathryn (First) Ann (Middle) P1077011
2. Applicant/Licensee Name: DG Retail, LLC B1049296
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): Dollar General Store #16995 B1059175
4. Business Location Address: 143 E. Tonto Creek Trail (Street) Tonto Basin (City) AZ (State) 85553 (Zip Code) Gila (County)
(Do not use PO Box)
5. Mailing Address: 100 Mission Ridge (Street) Goodlettsville (City) TN (State) 37072 (Zip Code)
(All correspondence will be mailed to this address)
6. Business Phone: 928.479.2408 Daytime Contact Phone: 432.312.6043
7. Email Address: kkelliher@dollargeneral.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? GILA

Department Use Only

Fees:				
$100	–	–	current	$ 100.00
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☑ Yes ☐ 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: 9/1/2005 State where Incorporated/Organized: Tennessee

b) AZ Corporation or AZ L.L.C. File No: R12264236 Date authorized to do business in AZ 9/1/2005

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
DG Promotions, Inc.			Member	100%	100 Mission Ridge	Goodlettsville	TN	37072

(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: _____

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

I, **(Signature)** _____ 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 _____)

On this _____ Day of _____, 20_____ before me personally appeared _____
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 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.

'17 JUL 7 Liqr. Lic. AM 9:34

Dollar General Corporation – Publically traded entity

|

Owns

|

DG Promotions, Inc.
(No Officer Holds 10% Equity)

|

Owns

|

DG Retail, LLC
(100% - Member)

DG Promotions, Inc.: A wholly owned subsidiary of the publically traded Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Steven R. Deckard	Chief Executive Officer
John Garratt	Chief Financial Officer

DG Retail, LLC: A wholly owned subsidiary of DG Promotions, Inc.
100 Mission Ridge
Goodlettsville, TN 37072

John Garratt	Chief Financial Officer
Larry Gatta	Senior Vice President & General Merchandise Manager

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 #: _____

2. Current Agent Name: _____
Last First Middle

3. Current Licensee Name: _____
(Exactly as it appears on the license)

4. Current Business Name: _____
(Exactly as it appears on the license)

5. Current Daytime Phone: _____ Primary Email Address: _____

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: _____
Signature or Agent or Individual controlling person

NOTARY

State of Arizona)
)
County of _____)

On this _____ Day of _____, 20_____ before me personally appeared _____
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: 1.8 miles
(If less than one (1) mile note footage)

Name of School: Tonto Basin Elementary School
Address: 445 AZ-188, Tonto Basin AZ 85553

2. Distance to nearest Church: 1,300 feet
(If less than one (1) mile note footage)

Name of Church: Tonto Basin Bible Church
Address: 45239 AZ-188, Tonto Basin AZ 85553

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: SimonCRE Via Solteri, LLC
Address: 5111 N. Scottsdale Rd Ste 200 Scottsdale AZ 85250
Street City State Zip

3. What is the penalty if the lease is not fulfilled? $ n/a Ø or Other: _____

4. Total money borrowed for the Business not including lease? $ 0

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:

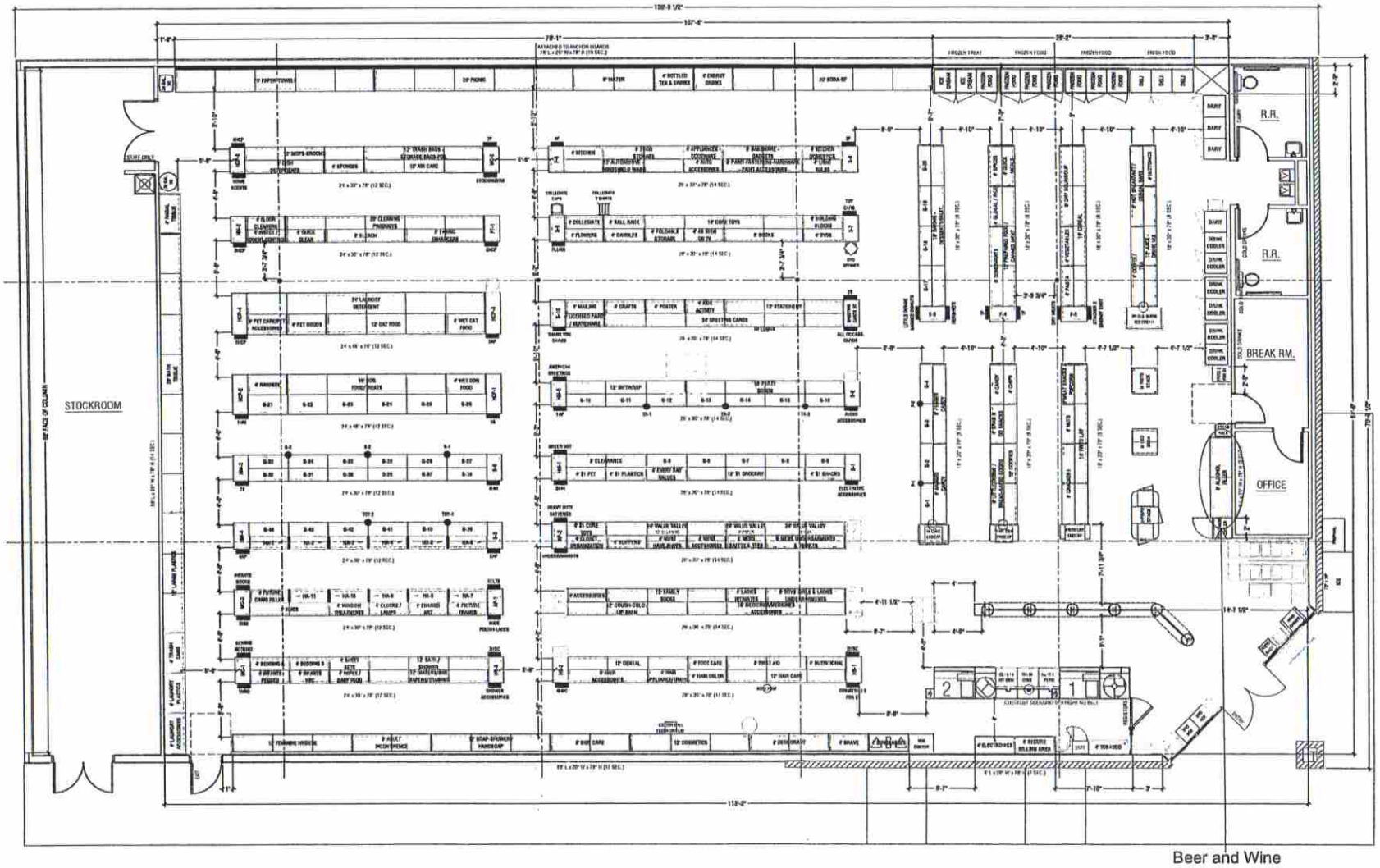
☐ Walk-up or drive-through windows

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.



DOLLAR GENERAL

PRELIMINARY:

DATE: BY:

[1]

[2]

DRAWING HISTORY

DATE: 05/13/16 BY: SEH

	DATE:	BY:
[1]	07/06/16	SEH
[2]		
[3]		
[4]		
[5]		
[6]		
[7]		
[8]		
[9]		

PROJECT TYPE: NEW

PLAN TYPE: BTS-E

LAYOUT TYPE: DG16-7

SHRINK BAND: STANDARD

FIXTURE DATE: 06/20/16

SALES FLOOR SQ FT: 7,438

TOTAL SQ FT: 9,097

CEILING HEIGHT: OPEN

LIGHT HEIGHT: 11'-0"

SEASONAL LF: 176

SALES: $1,600,000

STORE NUMBER: 16995

ADDRESS: 143 E TONTO CREEK TRAIL

CITY: TONTO BASIN

STATE: AZ ZIP: 85553

STORE PLANNING HOTLINE
(615) 855-5385

16995 DG16-7 BTS-E R1.DWG - Plotted by: SAMANTHA HANDSHOE on 7/6/2016 3:30 PM - Last Saved by: SHANDSHO on 7/6/2016 3:24 PM

-Section 12 continued on next page-

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.

KK
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)** SEE ATTACHED, 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 _____)

SEE ATTACHED
OK per CB

On this _____ Day of _____, 20_____ before me personally appeared _____
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)

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.

SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) Kathryn Ann Kelliher, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X _____ State of Arizona County of Pinal
(Signature of CURRENT Individual Owner/Agent) The foregoing instrument was acknowledged before me this

My commission expires on: 06/09/2020 (Date) 07 (Day) of March (Month), 2017 (Year)

Martha A Mendez
Notary Public
Pinal County, Arizona
My Comm. Expires 6-9-2020

Signature of NOTARY PUBLIC

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.

INTEROFFICE MEMORANDUM

DATE: **July 10, 2017**

TO: Debi Savage, Treasurer

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Dollar General Store #16995; Series 10

A public hearing will be held by the Board of Supervisors on August 8, 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 August 1, 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.

07-11-2017

As per Assessor's Office: see note from J. Williams

See receipt for parcel 201-08-030B for 2016

Taxes on parcel are paid in full as of 09-30-2016 mg

Signed: Martha Gonzales GCCDT.

Gonzales, Martha

From: Williams, Joseph
Sent: Tuesday, July 11, 2017 10:28 AM
To: Gonzales, Martha
Subject: Dollar General - Tonto Basin

P201700132 (tax year 2017 is the first year this account is active).
201-08-030C

Thank you,
Joseph Williams
Chief Deputy Assessor
Gila County Assessor's Office
1400 E Ash St, Globe, AZ 85501
(928) 402-8711 Direct / (928) 402-8714 Globe main office / (928) 472-7973 Payson field office

All contents contained in this transmission, including attachments, charts, photos, or data, are subject to change and/or exclusion as applicable under Arizona Rules of Evidence, Rule 408. This transmission, together with any attachments, may contain CONFIDENTIAL information and may be PRIVILEGED attorney-client work product. If you are not the intended recipient of this transmission, you are notified that any disclosure, copying, distribution, or use of the information contained herein is STRICTLY PROHIBITED. If received in error, please notify the sender immediately and delete the original message from your system. This transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened. It is the responsibility of the recipient to ensure that it is virus free and the Gila County Assessor's Office accepts no responsibility for any loss or damage arising from its use.

Gila County Treasurer

Account	Parcel Number	Receipt Date	Receipt Number
R002727	20108030B	Sep 30, 2016	2016-09-30-CA-49157

ROGERS CLOID E & IDA L
PO BOX 344
TONTO BASIN, AZ 85553

Situs Address	Payor
143 E TONTO CREEK TRL	SIMONCRE VIA SOLERI LLC

Legal Description

Section: 23 Township: 6N Range: 10E PARCELAOF RECORD OF SURVEY 1388 IN SECTION 23 T6N R10E; 3.95 ACRES-1.35 AC ESMT =2.6 ACRES M/LOUT OF PARCEL (201-08-006J).

Property Code	Actual	Assessed	Year	Area	Tax Rate
1210	76,314	11,447	2016	3301	0.116271
2210	1,322	198	2016	3301	0.116271
1210	81,597	12,240	2016	3301	0.035925
2210	1,413	212	2016	3301	0.035925

Payments Received

check	$1,772.32
Number 1013	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2016	Tax Charge	$1,772.32	$0.00	$1,772.32	$0.00
				$1,772.32	$0.00
			Balance Due as of Sep 30, 2016		**$0.00**

Gila County

INTEROFFICE MEMORANDUM

DATE: **July 10, 2017**

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

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Dollar General Store #16995; Series 10

A public hearing will be held by the Board of Supervisors on August 8, 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 August 1, 2017.

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

The Gila County Health Department has no issue with this facility being issued this liquor license.

_____

_____

_____

Signed: Michael J. O'Driscoll 7/12/17

INTEROFFICE MEMORANDUM

DATE: **July 10, 2017**

TO: Scott Buzan, Chief Building Official
Community Development Division

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Dollar General Store #16995 Series 10

A public hearing will be held by the Board of Supervisors on August 8, 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 August 1, 2017.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc. NO ISSUES

Signed: 7-21-17

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: 7-13-17 Date of Posting Removal: 8-3-17

Applicant's Name: DG Retail LLC.
Last First Middle

Business Address: 143 E. Tonto Creek Trail Tonto Basin 85553
Street City Zip

License #: 10043084

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

Signature 8-3-17
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.

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

ARF-4477 **Regular Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Steve Sanders, Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Approval to use the S.A.V.E. Mohave Contract Bid in accordance with the Alhambra ESD #68 Contract IFB #M16-13-21 Concrete and Paving Site Work with Sunland Asphalt.

Background Information

Gila County Facilities has identified parking lots at numerous County complexes as needing to be repaired and/or replaced. Funds have been budgeted to begin to address the parking lots. While work is needed on multiple lots, we have identified four as being priorities. They are Globe Courthouse Parking, Payson Courthouse Complex Parking, Gila County Jail Parking, and Gila County Fairgrounds. This agenda item will address two of those areas, the Jail and the Fairgrounds.

The Courthouse will be addressed in the upcoming fiscal year and the Payson Courthouse Complex will be addressed with the ongoing work at that complex.

Evaluation

Gila County is a member of the S.A.V.E. Cooperative through Arizona State Procurement and the Greater Phoenix Purchasing Consortium of Schools is also a part of the S.A.V.E. Cooperative. Both are allowed to 'piggyback' off of each other's contracts (see page 17 of Bid #M16-13-21). Sunland Asphalt has worked for the County on smaller previous projects and has produced quality work at a reasonable price.

Conclusion

The Public Works Division Director requests the approval of a contract with Sunland Asphalt for parking lot work at the Gila County Fairgrounds and the Gila County Jail in Globe as shown on the respective scopes of work. Gila County is a member of ProcureAZ and the S.A.V.E. Cooperative for cooperative purchasing. By using the Mohave S.A.V.E. Contract IFB #M16-13-21 with Sunland Asphalt, it will save the County both time and money for a rate that has already been established through the Mohave bidding process.

Recommendation

It is the recommendation of the Public Works Director that the Board of Supervisors approve the use of the S.A.V.E. Cooperative in Accordance with the Alhambra ESD #68 Contract IFB #M16-13-21 with Sunland Asphalt for paving the parking lots at the Gila County Fairgrounds and the Gila County Jail in Globe as shown on Exhibit "A" proposal 77161.

Suggested Motion

Information/Discussion/Action to approve the use of the S.A.V.E. Cooperative in accordance with the Alhambra ESD #68 Contract IFB #M16-13-21 with Sunland Asphalt for paving the parking lots at the Gila County Fairgrounds and the Gila County Jail in Globe as shown on Exhibit "A" of this agenda item in the amount of $85,202.41 for the Fairgrounds and $62,727.33 for the Jail. **(Steve Sanders)**

Attachments

Exhibit A

IFB M16-13-21 Concrete and Paving Site Work

Notice of Award_Sunland

Israel Boycott Certificate

S.A.V.E. Cooperative Purchasing Group IGA with the County

Contractor's License Numbers
AZROC-111922-CLA
AZROC-095189-C13
NV-49496 Limit $5,000,000
CA-781952-C12
C5 74079

SUNLAND ASPHALT

Phoenix - Tucson - Las Vegas - Bullhead City - Albuquerque

775 W Elwood St
Phoenix, AZ 85041
O: (602) 323-2800
F: (602) 680-1332
www.sunlandasphalt.com

PROPOSAL

PROPOSAL

Client:	**Contact:**	**Job:**	
Gila County - Public Works Divsion	Steve Sanders	Gila County - 2017 Parking lot Paving	**Date Written** : 6/14/2017
1400 East Ash St	O: (928) 402-8530	900 E Fairgrounds Rd	**Proposal Number** : 77161
Globe, AZ 85501	F: (928) 425-8104	Globe, Az 85501	**T-Line Number** : UJ9A00111S
			Project Consultant: Chance Cherry

Bid in Accordance with the Alhambra ESD #68 (GPPCS/SAVE)
Contract IFB #M16-13-21 – Concrete and Paving Site Work
Awarded 3-2-2016 Thru 2-28-2017 (1st Year)
Unit price breakdown can be provided upon request

We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

Fairgroungs - Mill / Grade / Pave 2.5"

01-110 Provide project managment including travel time, meetings, paperwork and billings.

01-200 Provide the following limited site ammenities:
- Site port-a-john for up to 1 week.

01-330 Provide the following limited construction permits:
- Dust contol permit
- Water meter permit and water

32-230 Provide traffic control and barricades during our scope of work.

32-130 Make necessary sawcuts.

32-140 Mill and remove 3" of existing asphalt over approx. 32,220 square feet and stockpile on-site up to 1/4 mile away. Proposal is based on a 3 mill depth, if asphalt is to thicker than 3 additional charges may incur.

21-410 Fine grade existing base, add moisture, and compact to grade on approx. 32,220 Sq. Ft.

32-105 Apply soil sterilant to approx. 32,220 square feet. Please Note: Sunland Asphalt warrants that no "annual weeds" (weeds which grow from seeds yearly) shall grow in the treated areas for a period of 12 months from the date of initial treatment. Should annual weeds reoccur, Sunland Asphalt shall re-treat new infestation at no cost to the Buyer providing no alterations were made to the original treatment. This warranty does not apply to "perennial weeds" (weeds which grow from underground rhizomes, such as Bermuda grass, nut grass, etc.

27-255 Pave approx. 32,220 square feet with 1/2" asphalt to an average finished depth of 2.5" after compaction with a steel wheeled vibratory roller. (This proposal is based on performing the work in 1 section.)

32-145 Layout and paint 500 Ln. Ft. of 4" wide stripe using White latex traffic paint.

	Sub Total :	$80,543.00
GLA 4412	County Tax :	3,455.29
GLB 4463	City Tax :	1,204.12
	Total :	$85,202.41

Initial _____

Contractor's License Numbers
AZROC-111922-CLA
AZROC-095189-C13
NV-49496 Limit $5,000,000
CA-781952-C12
C5 74079

SUNLAND ASPHALT

Phoenix - Tucson - Las Vegas - Bullhead City - Albuquerque

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Phoenix, AZ 85041
O: (602) 323-2800
F: (602) 680-1332
www.sunlandasphalt.com

PROPOSAL

PROPOSAL

Client:	**Contact:**	**Job:**	
Gila County - Public Works Divsion	Steve Sanders	Gila County - 2017 Parking lot Paving	**Date Written** : 6/14/2017
1400 East Ash St	O: (928) 402-8530	900 E Fairgrounds Rd	**Proposal Number** : 77161
Globe, AZ 85501	F: (928) 425-8104	Globe, Az 85501	**T-Line Number** : UJ9A00111S
			Project Consultant: Chance Cherry

Gila County Jail - Remove Asphalt / Cement Stabilize / Pave 2.5"

01-110 Provide project managment including travel time, meetings, paperwork and billings.

01-330 Provide the following limited construction permits:

- Dust contol permit
- Water meter permit and water

32-230 Provide traffic control and barricades during our scope of work.

32-245 Provide a private locator to locate underground obstacles. Note: Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than18' below the existing finished grade.

32-130 Make necessary sawcuts.

22-105 Remove approx. 8,118 square feet of existing asphalt to a depth of 3".

21-045 Add 4 % cement to approx. 8,118 square feet Blend to a depth of 12". Add moisture and compact to grade. Note: Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.

21-410 Fine grade existing base, add moisture, and compact to grade on approx. 8,118 Sq. Ft.

25-160 Pave approx. 8,118 square feet with 1/2" asphalt to an average finished depth of 2.5" after compaction with a steel wheeled vibratory roller. (This proposal is based on performing the work in 2 sections.

32-145 Layout and paint 1 standard ADA handicap stall using Blue & Yellow latex traffic paint.

Layout and paint 357 Ln. Ft. of 4" wide stripe using White latex traffic paint.

Install 8 new rebar reinforced concrete parking blocks and pin with #4 rebar.

	Sub Total :	$59,297.00
GLA 4412	County Tax :	2,543.84
GLB 4463	City Tax :	886.49
	Total :	$62,727.33

Initial _____

Contractor's License Numbers
AZROC-111922-CLA
AZROC-095189-C13
NV-49496 Limit $5,000,000
CA-781952-C12
C5 74079

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			Project Consultant: Chance Cherry

NOTE: IMPORTANT NOTICE: Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 7/14/2017. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

ACCEPTANCE OF PROPOSAL **TERMS: NET 15 DAYS**

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Sunland Asphalt may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

Sunland Asphalt		**Client**	
Authorized Signature	: _____	Authorized Signature	: _____
Name	: **Chance Cherry**	Name	: _____
Designation	: Project Consultant	Date	: _____

Initial _____

SUNLAND ASPHALT TERMS AND CONDITIONS

All materials guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

Sunland Asphalt Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

1. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 ½% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

4. CONTINUED PERFORMANCE

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

5. BACKCHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractors failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

11. LIEN RIGHTS

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

12. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

13. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

Initial _____

ALHAMBRA
ELEMENTARY SCHOOL DISTRICT

March 8, 2017

Sunland Asphalt
775 W. Elwood St.
Phoenix, AZ 85041

Subject: Concrete and Paving Site Work
Bid #M16-13-21
Renewal for Year 2

Dear Vendor,

The Alhambra School District is pleased to inform you that we will be extending your contract on the Concrete and Paving Site Work Bid for another year.

The form of contract for services will be properly executed purchase orders referencing Contract Number Bid #M16-13-21, and will be issued during the contract period as the need arises.

If you have any questions or concerns please contact me at 602-336-2972.

Thank you and we look forward to working with you.

Sincerely,

Eva Dino

Eva Dino
Supervisor, Purchasing/Warehouse

ALHAMBRA SCHOOL DISTRICT NO. 68
NOTICE OF INVITATION FOR BID
IFB #M16-13-21

MATERIAL AND/OR SERVICE: CONCRETE AND PAVING SITE WORK

Bid Due Date: February 2, 2016 Time, LOCAL: 10:00 a.m.

Opening Location: Alhambra School District
4510 N. 37th Ave.
Phoenix, AZ 85019

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, bids for the material or services specified will be received by the Alhambra School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the bidders pricing shall be publicly read and recorded. All other information contained in the Bid shall remain confidential until award is made.
If you need directions to our office, please call Eva Dino at 602-336-2972.

Bids shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Bids shall not be considered. The official time will be determined by the clock designated by the school district.

Bids must be submitted in a **sealed** envelope/package with the bid number and Bidder's name and address clearly indicated on the envelope/package. All Bids must be written legibly in ink or typewritten. Additional instructions for preparing a Bid are provided herein.

This Bid is being done by the Alhambra School District as a member of the Greater Phoenix Purchasing Consortium of Schools "GPPCS". While this Bid is for the Alhambra School District, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of "GPPCS", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by bidder may limit "piggybacking" of this award. Individual school district/public entities would negotiate service with successful bidders using the bid pricing specified herein. No volume is implied or guaranteed.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.

_____

Eva Dino
January 12, 2016
602-336-2972
602-336-2969
evadino@alhambraesd.org

COOPERATIVE PURCHASING

This solicitation is being done by the Alhambra School District as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1191. No volume is implied or guaranteed.

Below is a list of current member districts in the Consortium who potentially may wish to utilize this contract. Other school districts in and around the Maricopa County may be added during the term of the contract by GPPCS with the approval of the lead district and the contract bidder. The estimated volume of purchases by other districts within GPPCS have been taken into consideration by the lead district and all other school districts that are not members of the GPPCS are prohibited from using the contract.

Greater Phoenix Purchasing Consortium of Schools

Current School District Members

1. Agua Fria Union High School District No. #216
2. Alhambra Elementary School District #68
3. Apache Junction Unified School District #43
4. Avondale Elementary School District #44
5. Balsz Elementary School District #31
6. Buckeye Elementary School District #33
7. Buckeye Union High School District #201
8. Cartwright Elementary School District #83
9. Casa Grande Elementary School District #4
10. Casa Grande Union High School District #82
11. Cave Creek Unified School District #93
12. Chandler Unified School District #80
13. Coolidge Unified School District #21
14. Creighton Elementary School District #14
15. Deer Valley Unified School District #97
16. Dysart Unified School District #89
17. East Valley Institute of Technology
18. Florence Unified School District #1
19. Fountain Hills Unified School District #98
20. Fowler Elementary School District #45
21. Gilbert Unified School District #41
22. Glendale Elementary School District #40
23. Glendale Union High School District #205
24. Higley Unified School District #60
25. Isaac Elementary School District #5
26. J.O. Combs Unified School District #44
27. Kyrene Elementary School District #28
28. Laveen Elementary School District #59
29. Liberty Elementary School District #25
30. Litchfield Elementary School District #79
31. Littleton Elementary School District #65
32. Madison Elementary School District
33. Maricopa County Regional School District #509
34. Maricopa Unified School District #20
35. Mesa Unified School District #4
36. Murphy Elementary School District #21
37. Nadaburg School District #81
38. Osborn Elementary School District #8
39. Palo Verde Elementary School District #49
40. Paradise Valley Unified School District #69
41. Pendergast Elementary School District #92
42. Peoria Unified School District
43. Phoenix Elementary School District #1
44. Phoenix Union High School District #210
45. Queen Creek Unified School District #95
46. Riverside Elementary School District #2
47. Roosevelt Elementary School District #66
48. Saddle Mountain Unified School District #48
49. Scottsdale Unified School District #48
50. Stanfield Elementary School District #24
51. Tempe Elementary School District #3
52. Tempe Union High School District #213
53. Tolleson Elementary School District #17
54. Tolleson Union High School District #214
55. Union Elementary School District #62
56. Washington Elementary School District #6
57. West-MEC District #402
58. Wickenburg Unified School District #9
59. Wilson Elementary School District #7

Charter School Members

60. Horizon Community Learning Center

Survey Information

While all members of GPPCS are eligible to use these contracts, the following Districts have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district. The annual estimated expenditure for each district is listed for the convenience of the Bidders.

DISTRICT	ESTIMATED ANNUAL USAGE
Apache Junction Unified School District	**$10,000**
Dysart Unified School District	**$20,000**
Kyrene Elementary School District	**$100,000**
Liberty Elementary School District No. 25	**$26,000**
Pendergast School District #92	**$100,000**
Phoenix Union High School District	**$100,000**
Tolleson Union High School District	**$50,000**
Washington Elementary School District	**$100,000**
TOTAL	**$506,000**

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

UNIFORM INSTRUCTIONS TO BIDDERS

1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

A. **"*Attachment*"** means any item the Solicitation requires a Bidder to submit as part of the Bid.

B. **"*Contract Amendment*"** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.

C. **"*Exhibit*"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

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

E. **"*Procurement Officer*"** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.

F. **"*Solicitation Amendment*"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

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

2. Inquiries

A. Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Bid and not be opened until after the Bid due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A Bidder may not rely on verbal responses to inquiries.

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-bid conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Bid Preparation

A. Forms. Unless otherwise instructed in the IFB Special Instructions, a Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. Typed or Ink; Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.

C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

D. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.

G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.

H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

J. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District/Public Entity will conclude that the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.

K. Disclosure. If the Firm, business, or person submitting this Bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Amendments
2. Special Instructions, Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Uniform Instructions to Bidders

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Bid

A. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.

B. Electronic Submission. If determined by the District that electronic submission of bids is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.

C. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.

D. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity, pursuant to R7-2-1006. If an Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and

3. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

4. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Bid Information

A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.

C. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).

D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

F. Payments. . Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel a solicitation.

6. Award

A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.

B. Contract Commencement. . A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply promptly any other information requested by the district representative.

C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

D. In cases other than those covered in section C of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.

E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. **Costs and Payments**

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.

C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations or the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

5. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may

terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.

3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

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

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

10. Cooperative Purchasing

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools "GPPCS" is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by an eligible School District for the benefit of all eligible School Districts/public entities.

A. An eligible School District/Public Entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other bidder for the same or similar products, materials, and/or services.

B. The eligible School District/Public Entity shall:

1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.

2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.

3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/Public Entity, and the eligible School District/Public Entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.

4. The exercise of any rights or remedies by the eligible School District/Public Entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

11. Gift Policy

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from bidders. The GPPCS has adopted a zero tolerance policy concerning bidder gifts. Members of the GPPCS may request product samples from bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. Integrity of Bid

By signing this bid, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Pubic Entity in connection with the submitted Bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

13. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

14. Contractor's Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

15. Terrorism Country Divestments

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

16. Fingerprint Clearance Cards

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.
Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

17. Clarifications

Clarification means communication with Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Bidder. Clarification does not give Bidder an opportunity to revise or modify its Bid, except to the extent that correction of apparent clerical mistakes results in a revision.

18. Confidential/Proprietary Information

Confidential information request: If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Bidder in writing of such determination.

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

Public Record: All Bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at the Alhambra School District, 4510 N. 37th Ave., Phoenix, AZ 85019, by appointment.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. District Representative

In accordance with A.A.C. R7-2-1024(B.1.j), and the "Uniform Instructions To Offerors", the District Representative is Dr. Doug Virgil, Assistant Superintendent for Business Services.

2. Purpose

The Alhambra School District will receive sealed bids for the purchase of concrete and paving site work on an as needed basis as determined by the District during the contract period of March 1, 2016 until February 28, 2021.

3. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase, however funds are not currently available. Any contract awarded under this bid will be conditioned upon the availability of funds.

4. Insurance

Bidder agrees to maintain such insurance as will fully protect Bidder and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to the District.

Successful Bidder will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage with a deductible of not more than $5,000 and naming Alhambra School District and Members of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) as an additional insured party.

Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

5. Affordable Care Act

Bidder understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Bidder shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

6. Licenses

Successful Bidder shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Bidder.

7. Safety

Bidder, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Bidder, its employees, its subcontractors, and/or other persons present. Bidder will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

8. Fingerprint Requirements

A Fingerprint Clearance Card will be required for this contract, please refer to paragraph sixteen (16) under "Uniform General Terms and Conditions." The Fingerprint Clearance Card must be received by February 2, 2016.

9. Terms of Award

Per A.A.C. R7-2-1024(B.1.i), the District reserves the right to award a contract, beginning March 1, 2016 and ending February 28, 2017. The District reserves the right to extend the contract for four additional one-year contracts ending February 28, 2021, providing services performed by the bidder are satisfactory to the District, and funding is available.

It is expected that Governing Board approval for this contract will be made in February 18, 2016.

10. Multiple Award

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District.

Per A.A.C. R7-2-1024(B)(1)(i), the District reserves the right to make a multiple award to more than one supplier. Bidders are not required to Bid on all items specified in this Bid. Bidders who provide an "All or Nothing" Bid will be deemed non-responsive.

11. Award Basis

Per A.A.C. R7-201024 (B.1.e) and R7-2-1024(B.1.h), successful responsive and responsible bidders will be determined by ability to provide the items asked for, pricing of the items, terms for freight on small orders; and use of procurement cards. The market basket total and the ability to fill the entire market basket will also be an evaluation factor for award of this Bid.

a. The discount for each market basket category will not change over the life of the contract.

b. Pricing is based on the user ordering by purchase order, procurement card, or on-line.

c. A value added service would be free shipping on all orders, or orders over a certain dollar value determined by the Bidder.

In accordance with A.A.C. R7-2-1024(B.1.c) the District shall consider partial bids for award of a contract under this IFB.

12. Evaluation

Representatives of the District will evaluate the Bid.

Per A.A.C. R7-2-1031, the Bids will be initially evaluated for conforming to the requirements of the Bid. All those responsible and responsive bidders who met the technical requirements will then be evaluated for pricing and specification of products.

Evaluation criteria are listed below.

A. Cost/Discount Offered – While cost is a significant factor in considering the placement of the awards, it is not the only factor.

B. Availability of dedicated account representative.

C. References of educational customers who have purchased from you in the last six months.

D. Past service and performance.

E. Conformity to the exact requirements of this Bid

All Bids shall be open for public inspection after award of contract, except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the Bid documents remain confidential in accordance with A.A.C R7-2-1006 and R7-2-1016.

13. Freight Charges

Freight charges should be indicated for each category. Examples:

A. Freight charges apply OR

B. No freight with orders over $50 OR

C. FOB Destination

14. Product Delivery

Any Bid item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the bidder immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

15. Guarantees By the Successful Bidder(s)

Bidder guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Bidder agrees to replace the item affected without cost to the District.

16. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount based upon Fiscal Year 2014/2015 documented usage. The District reserves the right to increase or decrease any estimated quantities.

17. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

18. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.

19. Bidder Responsibility

The successful Bidder shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Bidder shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

The successful Bidder shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Bidder agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Bidder must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Bidder's responsibility to ensure continuation of service.

The successful Bidder must provide adequate training for all contracted employees providing services under this contract.

The successful Bidder must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

20. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), bidder shall acknowledge receipt of all amendments by ***signing the amendment acknowledgement form on page 43 of the IFB.***

21. Bidder Required Contract/Agreement

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Bid. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

22. Delivery of Services

Services must be received within time agreed to by the District and the Bidder. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

23. Local Representative

Bidder **shall** have a LOCAL field representative available at all times during the contract period.

24. Samples

Bidder may be requested to provide samples that they have produced that are similar in scope to the brand specified. The District may use these samples as part of their evaluation criteria and reserve the right to be the sole judge of quality and acceptability.

25. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

26. Integrity of Bid

By signing this Bid, the Bidder affirms that the Bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1024(B.1.q) bidder has not engaged in collusion or anti-competitive practices in connection with the submitted Bid. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

27. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the Alhambra School District, or a member of the GPPCS will refer to the IFB number of this Bid.

28. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services Bid and shall include all associated costs. DO NOT include sales tax on any item in the Bid.

After initial contract term and prior to any contract renewal, the Alhambra School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The bidder shall likewise Bid any published price reduction, during the

contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Alhambra School District.

29. Fuel Surcharges

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Bidder and response by the District's Purchasing Division.

30. Brand Name or Equal

Per A.A.C. R7-2-1024(B.1.g) any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other bidders but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered. If the description of your Bid differs in any way, you must give complete detailed description of your Bid including pictures and literature where applicable.

31. Descriptive Literature

All Bids must include complete manufacturer's descriptive literature regarding the supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result in the Bid being rejected.

32. Deviations to Bid

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Bid form on the Bidder's letterhead. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Bidders formal Bid. For the absence of any statements of deviation or exception, the Bid shall be accepted as in strict compliance with all terms and conditions.

33. Procurement Methods

Any parts or repair services obtained under this Invitation for Bid may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for parts and the labor rate must remain the same no matter what purchasing method the District uses.

Scope of Work

1. No representation is given as to whether each, or any, of the bid items will be needed, or purchased; nor, in what quantities.

2. Unit rates are for work in place and represent the total compensation that will be paid to the contractor for the work. Unit rates shall include all materials, equipment, tools, supplies, labor supervision, insurance, taxes (except Transaction Privilege Tax), licenses, overhead and profit, as applicable. Unit prices are to be based upon straight time, non-holiday Monday through Friday labor rates.

3. Offerors may respond to any, or all, of the unit price items contained on the bid form.

4. Contractors must be licensed in the State of Arizona to perform the work for which they submit bids. Contractors shall comply with, and adhere to, all laws and regulations pertaining to the work. Contractors shall comply with all district procedures and policies relating to the contractor's presence on school property. All work should be performed and completed to industry standards.

5. Prior to starting any work, the contractor MUST furnish certificates of insurance naming the Alhambra School District/public entity as an additional insured, demonstrating the following minimum coverages are in effect:

Type	Amount
Workman's Compensation/Employer's Liability Insurance	As required by law
Comprehensive General Liability	$1,000,000
Comprehensive Automobile Liability	$1,000,000

6. Prior to starting any work, the contractor MUST furnish Fingerprint Clearance Cards for all employees who might provide service under this contract. Please refer to paragraph sixteen (16) under "Uniform General Terms and Conditions."

Bid Requirements

One (1) Original and one (1) Copy of your Bid must be submitted. The Alhambra School District will not assume responsibility for any costs related to the preparation or submission of the Bid. In order for your Bid to be considered, the following should be included and should be referenced with ***index tabs*:**

Tab 1. Letter of interest and a statement of qualifications. Offeror should set forth, in some detail, their background and experience.

Tab 2. The form of contract for any award made as a result of this Bid will be a District purchase order (issued annually), referencing this IFB, which shall be considered a part of the contract. The amount will be based upon the fees shown in the Bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the Bid contract must be included with the Bid.

Tab 3. Information Request Form (page 29)

Tab 4. Bid Cost Form (page 31).
A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.

Tab 5.

All Applicable Forms:
Bid and Acceptance Form
Non-collusion Affidavit Form
Acknowledgment of Amendment Form
Confidential/Proprietary Submittals Form
Deviations and Exceptions Form
W-9 Form
Certificates of Insurance

INFORMATION REQUEST FORM

1. FIRM AND USER'S INFORMATION

Firm Name _____

Length of time your Company has been in business under their current name _____

Length of time your Company has been doing business in Arizona _____

Toll Free Phone Number _____

Contact Person _____

2. EXPERIENCE

Please make copies of the Vendor Performance Evaluation Survey attached and send to a minimum of three (3), maximum of five (5), customers for which you have provided services/products comparable to those being offered in this bid. Completed evaluation surveys should be returned directly to the Alhambra School District at the fax number or e-mail address listed in the survey.

Below, list the names of customers you provided the Vendor Performance Evaluation Survey:

Name of Company _____
Contact Name _____
Address _____
Phone Number _____ Fax Number _____
E-Mail _____

Name of Company _____
Contact Name _____
Address _____
Phone Number _____ Fax Number _____
E-Mail _____

Name of Company _____
Contact Name _____
Address _____
Phone Number _____ Fax Number _____
E-Mail _____

	Alhambra School District BID # M16-13-21 PROJECT: Concrete and Paving Site Work	4510 N. 37th Ave. Phoenix, AZ 85019

VENDOR PERFORMANCE EVALUATION SURVEY

Date:	
To:	
Firm:	
Phone:	
Fax:	
Subject:	**Performance Evaluation of:** *Enter Offeror's Name Here*

To Whom It May Concern:

The Alhambra School District has implemented a process that collects information on vendors wishing to do business with the District. The information will be used to assist the District in the evaluation and procurement of the above firm.

The above referenced vendor has submitted a bid response to the Alhambra School District to provide Concrete and Paving Site Work. You have been listed by this vendor as a reference. The information you provide will be used to assist the District in the evaluation and procurement of the above firm.

The company listed above has chosen to participate in this program. They have listed you as a past client for which they have provided service. Both the company and the Alhambra School District would greatly appreciate you taking a few minutes out of your busy day to complete this questionnaire.

Please evaluate the performance of the vendor (10 means you are Always satisfied and have no question about hiring them again, 5 means you are Sometimes satisfied, and 1 means you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

No.	Criteria	Unit	Score
1	Ability to manage the project cost (minimize additional cost).	(1-10)	
2	Ability to solve problems.	(1-10)	
3	Quality of workmanship.	(1-10)	
4	Professionalism and ability to manage (quick response time).	(1-10)	
5	Ability to keep system working.	(1-10)	
6	Communication.	(1-10)	
7	Ability to follow the users rules, regulations, and requirement (housekeeping, safety, etc.).	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring vendor again).	(1-10)	
9	Response Time.	(1-10)	
	Total Points	(0-90)	

Thank you for your time and effort in assisting the vendor in this important endeavor. Please fax your response to the Alhambra School District at (602) 336-2269 or e-mail it to evadino@alhambraesd.org, **by 10:00 a.m. on February 2, 2016.**

_____ _____
Signature Date

_____ _____
Printed Name Firm

	Alhambra School District BID # M16-13-21 PROJECT: Concrete and Paving Site Work	4510 N. 37th Ave. Phoenix, AZ 85019

Bid Cost Form

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Bid. I/We agree to comply with the Districts rules, regulations and policies.

Certain members of the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Bidders to Bid a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing.

Will you allow payment of invoices using the Procurement Card? ____ Yes ____ No

Discount for payment within 72 hours using the Procurement Card? _____

Would you be willing to allow other members of the "GPPCS" or "SAVE" to piggy-back and purchase from the contract if awarded through this IFB?* ☐ Yes ☐ No

**Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the GPPCS, to make available to other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.*

MAG Specifications Apply to all Products and Services

DEMOLITION AND EXCAVATION

Saw cut asphalt (per inch of depth/LF) $_____/LF

Saw cut concrete (per inch of depth/LF) (Steel Reinforced) $_____/LF

Saw cut concrete (per inch of depth/LF) (No Steel Reinforcement) $_____/LF

Remove concrete slab-on-grade. Includes breaking and removing concrete, loading, hauling, disposal, clean up, and protection of adjacent areas.

Remove slab-on-grade – no steel reinforcement.

	1-100 sf	**101-250 sf**	**251-500 sf**	**501 sf +**
4" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
5" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
6" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF

Remove slab-on-grade – with steel reinforcement.

	1-100 sf	**101-250 sf**	**251-500 sf**	**501 sf +**
4" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
5" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
6" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF

Remove asphalt pavement. Includes breaking and removing pavement. Loading, hauling, disposal, cleanup and protection of adjacent areas.

Remove asphalt pavement.

	1-100 sf	**101-250 sf**	**251-500 sf**	**501 sf +**
1" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
2" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
3" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
4" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF

EARTHWORK

Export of surplus/unsuitable material. Includes excavation, hauling, disposal and protection of adjacent areas. MAG Section 205.

1 – 25 CY	**26 - 50 CY**	**51 CY +**
$_____/CY loaded material	$_____/CY loaded material	$_____/CY loaded material

Import of suitable fill material. Includes acquisition of material, delivery, placement in 12" layers, compaction to 85% relative compaction. MAG Section 211.

1 – 25 CY	**26 - 50 CY**	**51 CY +**
$_____/CY loaded material	$_____/CY loaded material	$_____/CY loaded material

Prepare sub-grade per MAG Section 301. Includes compaction to 85% relative density.

1-250 sf	**251-500 sf**	**501 sf +**
$_____/SF	$_____/SF	$_____/SF

Aggregate base course installed per MAG Section 301.

	1-100 sf	**101-250 sf**	**251-500 sf**	**501 sf +**
4" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
6" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF
8" thick	$_____/SF	$_____/SF	$_____/SF	$_____/SF

Decomposed granite, ¼" minus, spread to 2" thick per MAG Section 430.4 and 702.4.

	1-50 Tons	**51-150 Tons**	**151 Tons +**
With Stabilizer and rolled	$_____/ton	$_____/ton	$_____/ton
Without Stabilizer	$_____/ton	$_____/ton	$_____/ton

Washed mortar sand for play area. 100% passing No. 30 sieve. Includes delivery, spreading and protection of adjacent areas. MAG Section 701.3.2.

1-50 Tons	**51-150 Tons**	**151 Tons +**
$_____/ton	$_____/ton	$_____/ton

Temporary fence. Six-foot high chain link. No barbed wire. Includes installation, maintenance and removal, gates as required.

$_____/LF per day $_____ Minimum Charge

SITE CONCRETE

Sidewalk or slab-on grade MAG Section 304 and Detail 0.230.

	1 – 250 SF	**251 – 750 SF**	**751 SF +**
4" thick	$_____/SF	$_____/SF	$_____/SF
4" thick w/fiber mesh	$_____/SF	$_____/SF	$_____/SF
4" thick w/#3 rebar @ 12" o.c. each way	$_____/SF	$_____/SF	$_____/SF
5" thick	$_____/SF	$_____/SF	$_____/SF
5" thick w/fiber mesh	$_____/SF	$_____/SF	$_____/SF
5" thick w/#3 rebar @ 12" o.c. each way	$_____/SF	$_____/SF	$_____/SF
6" thick	$_____/SF	$_____/SF	$_____/SF
6" thick w/fiber mesh	$_____/SF	$_____/SF	$_____/SF
6" thick w/#3 rebar @ 12" o.c. each way	$_____/SF	$_____/SF	$_____/SF

Concrete turndown at edge of sidewalk or slab-on-grade 12"x12"

	$_____/SF	$_____/SF	$_____/SF

Curb and gutter, MAG Section 304 and Detail 220.

	1 – 100 LF	**101 – 250 LF**	**251 lf +**
Vertical curb and gutter (Type A, 4" face)	$_____/LF	$_____/LF	$_____/LF
Vertical curb and gutter (Type A, 6" face)	$_____/LF	$_____/LF	$_____/LF
Ribbon curb (Type B)	$_____/LF	$_____/LF	$_____/LF

Single curb, MAG Section 140 and Detail 222.

	1 – 100 LF	**101 – 250 LF**	**251 lf +**
Single curb (Type A, 18" high)	$_____/LF	$_____/LF	$_____/LF
Single curb (Type B, 18" high)	$_____/LF	$_____/LF	$_____/LF
Single curb (Type A, 12" high)	$_____/LF	$_____/LF	$_____/LF
Single curb (Type B, 12" high)	$_____/LF	$_____/LF	$_____/LF

Pre-cast safety curbs. MAG Detail 150, Includes ½" diameter x 24" long pins, hit rolled steel.

Type B-1 (36") $_____/EA

Type B-2 (48") $_____/EA

Type B-3 (72") $_____/EA

Extruded concrete landscape curb with fiber mesh.

	1 – 100 LF	**101 – 250 LF**	**251 lf +**
6" X 6"	$_____/LF	$_____/LF	$_____/LF
6" X 8"	$_____/LF	$_____/LF	$_____/LF

Driveway entrance, MAG Section 340 and Detail 250.
5' X 16' $_____/EA

Cost for additional width of driveway beyond 16' wide $_____/EA

Curb ramp, MAG Section 340 and Detail 233, 4' wide $_____/EA

Cost for additional width of ramp beyond 4' wide $_____/EA

ASPHALT PAVING AND SEALING

Asphalt paving and overlay, MAG Section 321.

	1 – 500 SF	**501 – 1,000 SF**	**1,001 SF +**
1" thick	$_____/SF	$_____/SF	$_____/SF
2" thick	$_____/SF	$_____/SF	$_____/SF
3" thick	$_____/SF	$_____/SF	$_____/SF
4" thick	$_____/SF	$_____/SF	$_____/SF

Asphalt Patching - Remove and Replace, MAG Section 321.

	1 – 500 SF	**501 – 1,000 SF**	**1,001 SF +**
1" thick	$_____/SF	$_____/SF	$_____/SF
2" thick	$_____/SF	$_____/SF	$_____/SF

3” thick	$_____/SF	$_____/SF	$_____/SF
4” thick	$_____/SF	$_____/SF	$_____/SF

Installation of asphalt speed bumps

18” wide	$_____/LF	$_____ Minimum Charge
36” wide	$_____/LF	$_____ Minimum Charge

Seal coating of asphalt pavement. Includes cleaning of asphalt surface, application of oil spot primer, and application of sealer per manufacture’s specifications.

	1 – 500 SF	**501 – 1,000 SF**	**1,001 SF +**
Sealing – one coat	$_____/SF	$_____/SF	$_____/SF
Sealing – two coats	$_____/SF	$_____/SF	$_____/SF
Type II Slurry Seal	$_____/SF	$_____/SF	$_____/SF

Pavement Markings:

	1 – 100 LF	**101 – 250 LF**	**251 lf +**
Pavement striping 4” wide	$_____/LF	$_____/LF	$_____/LF
Paint curb, top and face	$_____/LF	$_____/LF	$_____/LF
Arrows	$_____/EA		
Handicap symbols (2 color)	$_____/EA		

BULK MATERIALS

Concrete, FOB job site, MAG Section 725.

	1 – 10 CY	**10 -30 CY**	3**1 CY +**
2000 p.s.i. MAG Type C	$_____/CY	$_____/CY	$_____/CY
2500 p.s.i. MAG Type B	$_____/CY	$_____/CY	$_____/CY
3000 p.s.i. MAG Type A	$_____/CY	$_____/CY	$_____/CY
4000 p.s.i. MAG Type AA	$_____/CY	$_____/CY	$_____/CY

Crushed Aggregate Base Course, FOB job site, MAG Section 702.

1-50 Tons	**51-150 Tons**	**151 Tons +**
$_____/ton	$_____/ton	$_____/ton

Decomposed granite ¼" minus, FOB job site, MAG Section 795.8.4

1-50 Tons	**51-150 Tons**	**151 Tons +**
$_____/ton	$_____/ton	$_____/ton

Washed Mortar sand. 100% passing No. 30 sieve, FOB job site, MAG Section 701.3.2

1-50 Tons	**51-150 Tons**	**151 Tons +**
$_____/ton	$_____/ton	$_____/ton

_____ _____
Name of Company Proposing Date Signed

_____ _____
Authorized Signature/Local Representative Telephone/Fax Number

_____
Type Name and Position Held with Firm

_____ _____ _____ _____
Mailing Address City State Zip

	Alhambra School District BID # M16-13-21 PROJECT: Concrete and Paving Site Work	4510 N. 37th Ave. Phoenix, AZ 85019

BID AND ACCEPTANCE FORM

The Undersigned hereby submits a Bid and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Bid.

Arizona Transaction (Sales) Privilege Tax License No.:

_____

Federal Employer Identification No. _____

_____

Tax Rate: _____%

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this Bid, contact

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

_____
Signature of Person Authorized to Sign Bid

_____
Printed Name

_____
Title

CERTIFICATION
By signature in the Offer section above, the Offeror certifies:

1. The submission of the Bid did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

The Bid is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Bid as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this_____ day of_____20_____

_____
Authorized Signature

	Alhambra School District BID # M16-13-21 PROJECT: Concrete and Paving Site Work	4510 N. 37th Ave. Phoenix, AZ 85019

STATEMENT OF NO BID

If you are not responding to this service/commodity, please complete and return ***only*** this form to: Alhambra School District, 4510 N. 37th Ave., Phoenix, AZ 85019 or fax it to the attention of the Purchasing Department at 602-336-2269 (Please print or type, except signature)

Failure to respond may result in deletion of Offeror's name from the qualified Bidder's list for the Alhambra School District.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____STATE: _____ZIP: _____

CONTACT PERSON: _____TELEPHONE: _____

We, the undersigned, have declined to respond to your IFB No. M16-13-21 for Concrete and Paving Site Work because of the following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements
.
_____ Other. (Specify below)

REMARKS:
_____

_____

_____

SIGNATURE: _____ DATE: _____

DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe –attach additional pages if needed)

The Undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

_____

_____
Firm

_____
Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

_____

_____
Firm

_____
Authorized Signature

ADDITIONAL MATERIALS SUBMITTED

(Mark One):

_____ No additional materials have been included with this offer

_____ Additional Materials attached (describe—attach additional pages if needed)

_____

Firm

Authorized Signature

AMENDMENT ACKNOWLEDGMENT

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three days of the solicitation due date, will included a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete Offer response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement _____

Signature Date

AMENDMENT NO. 2 Acknowledgement _____

Signature Date

AMENDMENT NO. 3 Acknowledgement _____

Signature Date

If no amendments were issued, indicate below, sign the form and return with your response.

_____

Firm

_____

Authorized Signature

NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss.
County of)

_____ , affiant,

the _____
(Title)

_____
(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Bid, having first been duly sworn, deposes and says:

> That such Bid is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other person, firm or corporation to refrain from submitting a Bid, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

_____

_____
(Title)

Subscribed and sworn to before me

this _____ day of _____ , 20 _____

_____
Signature of Notary Public in and for the

State of _____

County of _____

Alhambra School District

BID # M16-13-21
PROJECT: Concrete and Paving Site Work

4510 N. 37th Ave.
Phoenix, AZ 85019

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Alhambra School District No. 68

4510 North 37th Avenue • Phoenix, Arizona 85019
(602) 336-2920 • Fax (602) 336-2266

March 4, 2016

Subject: **Concrete & Paving Site Work**
BID# M16-13-21

Dear Vendor,

At the March 3, 2016, Governing Board Meeting, the Board awarded Concrete & Paving Site Work contract to Ace Asphalt of Arizona, Inc., Roadrunner Paving & Asphalt Maintenance, M.R. Tanner Construction, Inc., Cactus Asphalt, Sunland Asphalt, and Regional Pavement Maintenance of Arizona.

Please refer to the enclosed Acceptance of Offer.

The form of contract for services will be properly executed purchase orders referencing Contract Number Bid #M16-13-21, and will be issued during the contract period as the need arises.

Thank you for submitting a proposal, and we look forward to working with you.

Sincerely,

Eva Dino

Eva Dino
Supervisor
Purchasing/Warehousing

Enc.

Alhambra School District

BID # M16-13-21
PROJECT: Concrete and Paving Site Work

4510 N. 37th Ave.
Phoenix, AZ 85019

BID AND ACCEPTANCE FORM

The Undersigned hereby submits a Bid and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Bid.

Arizona Transaction (Sales) Privilege Tax License No.: 07-274948-C

Federal Employer Identification No. 86-0455988

Tax Rate: 5.395 %

Sunland Asphalt
Company Name

775 W Elwood St
Address

Phoenix | AZ | 85041
City | State | Zip

For clarification of this Bid, contact
Name: John McCormack

Phone: 602-751-0486

Fax: 602-914-7336

E-Mail: johnmc@sunlandasphalt.com

Signature of Person Authorized to Sign Bid

Ken Estrada
Printed Name

Division Manager - Phoenix
Title

CERTIFICATION
By signature in the Offer section above, the Offeror certifies:

1. The submission of the Bid did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

The Bid is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Bid as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. M16-13-21.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this 3rd **day of** March **20** 16

Ella Rice
Authorized Signature

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.

Date: 7/26/17

Signature of Authorized Representative

Ken Estrada

Printed Name

Division Manager

Title

Gila County, AZ
Linda Haught Ortega, Recorder
08/19/2003
12:35PM
Doc Code: IGA GILA BOS

Doc Id: 2003-014449
Receipt #: 16933
Rec Fee: 0.00

After recording,
please return to:
Marian Sheppard, BOS

2003-014449
Page: 1 of 5
08/19/2003 12:35P
0.00
Gila County, AZ IGA

INTERGOVERNMENTAL AGREEMENT
COOPERATIVE PURCHASING GROUP

This Agreement is entered into this 12th day of August, 2003, between school districts and governmental jurisdictions in the State of Arizona, as listed in Appendix "A" through their duly authorized representative.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.

2. Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.

3. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.

4. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.

5. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.

6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.

7. That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.

8. The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.

9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.

10. The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.

11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability which may arise from action or inaction of the procuring party.

12. Any procurement unit may terminate without notice this Agreement if another eligible procurement unit fails to comply with the terms of this Agreement.

13. This Agreement is exempt from the provisions of A.R.S. 11-952.

14. This Agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in Paragraph 12, any party to this Agreement may terminate their participation in this Agreement by giving 30 day written notice to all other parties to this Agreement.

15. This Agreement shall take effect after execution by participating parties. Pursuant to A.R.S. Section 41-2632 and Subsection R7-2-1191 of A.A.C. R7-2-1001 this Agreement need not be filed with the County Recorder or the Secretary of State to be effective, except as may be required by the laws, rules and/or regulations of a participating public agency.

16. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.

17. This Intergovernmental Agreement shall become effective upon approval and execution by the authorized representative of all public agencies listed in Appendix "A".

18. The parties to this Agreement hereby agree that other agencies may be added to this Cooperative Purchasing Group upon approval of the applicants' governing bodies and the filing of its signature page with this Agreement at the Secretary of State Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

Appendix A (revised 07/16/2003)

Strategic Alliance for Volume Expenditures
SAVE
Cooperative Purchasing Agreements

The following agencies have signed the Intergovernmental Agreement with the SAVE association as of June 16, 2003.

City of Avondale
City of Chandler
City of Flagstaff
City of Glendale
City of Mesa
City of Peoria
City of Scottsdale
City of Tempe
City of Yuma
Town of Cave Creek
Town of Queen Creek
Gila County
Maricopa County
Mohave County
Pinal County
Santa Cruz County
Yuma County

Arizona State University
Maricopa Community College District

Arizona Dept. of Administration, State Procurement Office

Williams Gateway Airport Authority

Alhambra School District # 68
Apache Junction Unified School District # 43
Cartwright School District #83
Chandler Unified School District # 80
Crane Elementary School District # 13
Douglas Unified School District
Dysart Unified School District # 89
Flagstaff Unified School District # 1
Florence Unified School District # 1
Gadsden Elementary School District # 32

Isaac School District # 5
Lake Havasu Unified School District # 1
Mesa Unified School District # 4
Mohawk Valley School District # 17
Nogales Unified School District # 1
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Queen Creek Unified School District # 95
Roosevelt Elementary School District # 66
Scottsdale Unified School District # 48
Sierra Vista Unified School District # 68
Tempe Elementary School District # 3
Tempe Union High School District # 213
Tolleson Union High School District # 214
Tucson Unified School District
Washington Elementary School District # 6
Yuma School District # 1
Yuma Union High School District # 70

SIGNATURE PAGE

JURISDICTION: Authority to enter into this agreement has been given by the Gila County Board of Supervisors on August 12, 2003.

Approved as to Form

Daisy Flores, County Attorney

Attest

John F. Nelson, County Manager & Administrator

Signed

Ronald Christensen, Chairman

ARF-4466 **Regular Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Community Services		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	10-31-17	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Contract Award for Service Agreement No. 071317-Major Rehabilitation Project HH#10752.

Background Information

Local communities in Arizona are faced with the increasing challenge of balancing future growth while keeping existing housing stock from declining. The Arizona Department of Housing (ADOH) administers Community Development Block Grant (CDBG) funding for programs through units of local government which provide rehabilitation to certain property types, owned and occupied, as the primary residence of low-income homeowners.

The CDBG program is a federally funded program through the Department of Housing and Urban Development (HUD) and authorized by Title 1 of the Housing and Community Development Act of 1974. CDBG provides grant opportunities for community revitalization to ensure decent housing, a suitable living environment and economic opportunity for rural Arizona.

The Town of Winkelman will receive and disburse CDBG funds from a grant pursuant to a contract with ADOH. Gila County Housing services is providing technical and administrative services to the Town of Winkelman through an Intergovernmental Agreement (IGA), which was approved by the Gila County Board of Supervisors on June 20, 2017.

Evaluation

Through an IGA, the Gila County Community Services Division, Housing Services, will provide, as necessary, all technical, administrative and project assistance to ensure proper, efficient, and successful completion of all approved projects for the Town of Winkelman. Rehabilitation services will be completed by February 28, 2018.

A Request for Bid proposals was advertised in the Arizona Silver Belt newspaper on May 10, 2017, with bids due on May 24, 2017. A mandatory pre-bid walk-through was held on May 15, 2017. In attendance at the walk-through were Mountain Retreat Builders, and Rodriguez Constructions, Inc. One bid was received and opened in a public setting on May 24, 2017.

Providing rehabilitation services to this home will provide a healthy, safe and energy efficient home for this family.

Conclusion

It is the goal of the Finance Division Director and the Community Services Division Director to award a contract to the lowest, most responsible and qualified bidder. By approving this award request, the Gila County Housing Services Program will be in compliance with CDBG requirements and the IGA between Gila County and the Town of Winkelman.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve Service Agreement No. 071317-Major Rehabilitation Project HH#10752 with Rodriguez Constructions, Inc.

Suggested Motion

Information/Discussion/Action to approve Service Agreement No. 071317 between the Gila County Community Services Division, Housing Services, and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#10752, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Winkelman, Arizona, for a fee of $68,630 with all work to be completed by October 31, 2017. **(James Menlove/Malissa Buzan)**

Attachments

Service Agreement No. 071317 with Rodriguez Constructions, Inc.

Bid Results Form

Approved as to Form

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

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. 071317

MAJOR REHABILITATION PROJECT HH#10752

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this _____ day of _____, **2017,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and _Rodriguez Constructions, Inc._____, of the City of __Miami___, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 071317** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 071317** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 071317,** 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 Street, Globe, AZ, 85501** or email to 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 signed approved by the Board of Supervisors and remains in effect through October 31, 2017.

ARTICLE 16 - PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 071317 is for a total flat fee of **$68,630.00** 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 Na me 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, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2017.

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____

Jefferson R. Dalton
Deputy County Attorney-Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

RODRIGUEZ CONSTRUCTIONS

Miranda Enendu

Authorized Signature

Miranda Enendu

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

SCOPE OF WORK

Case Number: **10752**

Property Information:

BID DATE: 5/24/17

CONTRACTOR INFORMATION:

Name: Rodriguez Constructions, Inc.

Address: P.O. Box 13
Miami, AZ 85539

Voice: 928-425-7244

email: rodriguezconstaz@gmail.com

Jurisdiction Town of Winkleman
Census: 1

Owner:

BID TOTAL $: 78,630.00
-10,000.00 Reduction
68,630.00

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid **Case#** **10752**

25 $ 600.00

Caulk House Complete

Clean all surfaces and caulk to provide leak-free seal according to Performance Manual guidelines.

Plumbing Repairs

26 Above ground $ 1,200.00

Repair Drain Lines

Remove any defective lines and replace to code.

27 $ 1,500.00

Repair Water Lines

Remove any defective lines and replace to codes.

Site

28 $ 4,250.00

Install Walk

Pour new 4" concrete walk on gravel base. 4 ft Width from home out and slope shall meet all local code requirements. Brush or float to provide a uniformed textured finish. Remove all forms after concrete has set.

Job Total Cost: $ 78,630.00

discount <10,000.00> reduction

$68,630.00

LINE ITEMS - COMPLETE WRITE-UP

General Conditions

1 $ 0

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $ 0

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4 $ 0

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Roof Repairs

5 $ 5200.00

Repair Tin -

Remove existing damaged and/or deteriorated sheathing and tin. Replace with new matching material to match existing. Most work is needed on the west side of home any framing needed contact housing prior for change order if needed.
Check all sheathing as per P.M.

6 Encapsulate $ 3020.00

Replace Fascia

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

7 $ 3600.00

Box eve Soffit

Remove all defective materials and replace with new to match existing. Use galvanized nails, caulk all seams and prime. Finish to match existing.

Electrical

8 $ 2800.00

Upgrade Electric to (200) Amp Service

Disconnect existing service. Install new (200) amp 3 wire service and panel, complete with a main breaker, and breaker style circuits, with all circuits labeled and balanced. Square D, Cutler-Hammer, Westinghouse or approved equal. Upgrade to meet NEC.

9 $ 3800.00

Rewire House

Remove and dispose of all illegal and defective wiring and boxes. Replace with new wiring, outlets and boxes to code.All unused switches,receptacles,fixtures, and conductors must be removed.Make sure that all meets code such as a dedicated line to refrigerator GCFI conductors near water and smoke detectors installed as required.

Attic

10 $ 4120.00

Blown Sidewalls - Ext. Drill (3.5"/ 5.5")

Used for the drilling of wood lap, removal of aluminum or vinyl siding prior to drilling, and/or the drilling of stucco. Plg holes and reinstall siding. The 2 drilling methods are outlined below.

(2 hole method) Access each wall cavity with a minimum of 2 holes per story with no more than 5' distance beteen holes. Each cavity shall then be probed to locate fire stops or other obstructions which may necessitate additional entry holes to assure the maximum pressurization practical for that cavity. This process applies to exterior siding, sub-siding, and interior wall surface applications. Each cavity shall be insulated with material that is loose fill cellulosein conformance to ASTM C739-91 and ISS 16 CFR, Part 1209.

(Single hole method) Access each wall cavity in a single place at either the top or bottom of each wall cavity. Accesses will then be probed to locate fire stops or other obstructions that may necessitate additional entry holes. A flexible tube long enough to reach the opposite end of the cavity shall then be inserted into the cavity and be withdrawn as the cavity fills and pressurizes with materials. This process applies to exterior siding, sub-siding, and interior wall surfaces. Each cavity shall be packed with material. Material shall be loose fill cellulose in conform ance to ASTM C739-91 and ISS 16 CFR, Part 1209.

11 $ 1915.00

Blown Fiberglass, Open Attic - (R38)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84, AND Weatherization SWS performance guide lines, make sure and install rulers and bag information as well as bag count and who installed the insulation.

Cabinets

12 $ 7,500.00

Remove & Replace Base / Wall Cabinets/Countertop

Remove all old cabinets uppers and lowers. Make any and all repairs to walls and floors to install new cabinets and counter tops.
Provide and install new midline series "Kraft Line", "Kitchen Kompact", "American Woodmark", or approved equal base and wall cabinetry. All work to be level, plumb,and true. Cabinets are to be attached to studs in the wall. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. (Cabinet fronts are to be made of the flat panel/rail design vs. the raised panel type, and wood fronts vs. particleboard fronts.)

Install formica or Wilsonart laminated countertops, securely attached to cabinets. All work to be level,

plumb, and true. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Caulk all seams where countertop meets walls

Doors

13 $ 2,500.00

Install 2 Prehung Exterior Door including security

Provide and install factory hung 1-3/4" raised panel/metal clad/foam core door,(Pease, Thermatru, Stanley or approved equal), complete with keyed lockset and trim both sides, dead bolt, vinyl bubble weatherstripping, and aluminum threshold. Make all necessary wall repairs and finish system to owner's preference. and install new security door to complement new doors, both front and back.

14 $ 1,600.00

Install 4 pre hung Interior Doors

Provide and install prefinished flush luan mahogany 1-3/8" hollow core door complete with privacy lockset and doorstop. Include any repair to walls to bring to original condition for the bathroom. Also replace all other interior doors tto the home including jambs install new hardware for each and finish all walls.

Drywall

15 $ 8,500.00

Patch holes

Patch holes in the sheet rock in all walls, ceilings and specified areas. Tapped and textured all interior walls. Prime chaulk and painting.

Appliances

16 $ 900.00

Stove

Replace the old stove with a new, electric ignition model. Gas valve and flex line must be replaced also. Leak test and operate to confirm safe operation. Also install new ducted to outside kitchen hood to match stove.

17 $ 375.00

Exhaust fan

Install an exhaust fan in the bathroom. Sized correctly to c.f.m. requirements.

Floor

18 $ 5250.00

Install VCT Tile

Scrape and clean floor free of all debris to ensure smooth uniform surface, set VCT tiles in mastic and follow proper pattern or graining. Include chrome threshold strips at all exposed flooring edges. Tile shall be Armstrong, GAF or approved equal with a minimum five year wear warranty. $1.50 square foot material allowance.

As per lead report after cleaning floors prior to install make sure to put severall letters stating that original floor was encapsulated lead dust.

19 $ 1000.00

Install Subfloor

Provide and install 5/8" T & G plywood sub floor. Glue and nail panel with 8d common nails 16" on center to all joists.
To the exterior porch and laundry room install vinyl flooring in laundry area.

Windows

20 $ 4,000.00

Install New Vinyl Replacement Windows

Install all windows with new vinyl, double pane double hung window in place of all existing windows unless

otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.
Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain

Mechanical

21 $ 8,600.00

Install Heat Pump 2 Ton System

Install new Electric air handler 8.3 Heat pump system, per manufactures instructions, include 14 Seer heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers, installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **NOTE:** Unit size may round up to nearest 1/2 ton, but must not be undersized.
2) electrical supply must be a dedicated circut.
3) unit must have a minimum 30 inch front clearance, when installed.
4) check the temp. rise and match to the unit (PMI)
All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI)
1) all joints in return air and supply ducts must be sealed
2) install a fillter chamber with a cover
3) filter to be of common, readily available size and provide one case of filters.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

22 $ 500.00

Replace toilet with Raised ADA style unit

Remove and dispose of old toilet;
Replace with new ADA approved raised toilet (Mansfield 137-164, Sterling 402315 or similar)Install to code as per Performance Manual guidelines.

Also install ada hand rails for tub and new toilet.

23 $ 900.00

Replace water Heater

Replace the water heater with provided unit by housing services make sure to meet all SWS guide lines.

Painting

24 $ 5000.00

Paint House Complete

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting. home owner gets choice of colors but must be approved prior by housing services before any paint is to be applied, interior may be any color of home owners choice but only one color interior one exterior for main body light in nature and one trim color for exterior.

Follow lead paint spesifications

GILA COUNTY COMMUNITY SERVICES DIVISION

Location:5515 South Apache Ave., Globe, AZ 85501
PHONE: (928) 425-7631 FAX: (928) 425-9468
"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 05/24/2017 Job Number: 17-09 02_02

Name: _____

Address: _____

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 10:00 ☒am ☐pm. The bidding should be at least72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	**BID AMOUNT:**
Rodriguez Construction		$ ~~78,630.00~~ 68,630.00
Mountain Retreat Builders		$ No Bid
		$

Gabriel Eylicio
Housing Project Coordinator

Bidder Selected: Rodriguez

Supervisor Sign-off

Date 7/7/17

Housing Rehabilitation **Community Action** **Section 8 Housing** **GEST**

Workforce Investment Act **REPAC** **Weatherization Program**

Reasonable accommodations for persons with disabilities may be requested.
Countywide TTY (928) 425-0839

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4465 **Regular Agenda Item** **4. C.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Community Services		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	10-31-17	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Contract Award for Service Agreement No. 071317-1 Major Rehabilitation Project HH#9956.

Background Information

Local communities in Arizona are faced with the increasing challenge of balancing future growth while keeping existing housing stock from declining. The Arizona Department of Housing (ADOH) administers Community Development Block Grant CDBG) funding for programs through units of local government which provide rehabilitation to certain property types, owned and occupied, as the primary residence of low-income homeowners.

The CDBG Program is a federally funded program through the Department of Housing and Urban Development (HUD and authorized by Title 1 of the Housing and Community Development Act of 1974. CDBG provides grant opportunities for community revitalization to ensure decent housing, a suitable living environment and economic opportunity for rural Arizona.

The Town of Winkelman will receive and disburse CDBG funds from a grant pursuant to a contract with ADOH. Gila County housing services is providing technical and administrative services to the Town of Winkelman through an Intergovernmental Agreement (IGA), which was approved by the Gila County Board of Supervisors on June 20, 2017.

Evaluation

Through an IGA, the Gila County Community Services Division, Housing Services, will provide, as necessary, all technical, administrative, and project assistance to ensure proper, efficient, and successful completion of all approved projects for the Town of Winkelman. Rehabilitation Services will be completed by February 28, 2018.

A Request for Bid proposals was advertised in the Arizona Silver Belt on May 10, 2017, with bids due on May 24, 2017. A mandatory pre-bid walk-through was held on May 15, 2017. In attendance at the walk-through were Mountain Retreat Builders, and Rodriguez Constructions, Inc. One bid was received and opened in a public setting on May 24, 2017.

Providing rehabilitation services to this home will provide a healthy, safe and energy efficient home for this family.

Conclusion

It is the goal of the Finance Division Director and the Community Services Division Director to award a contract to the lowest, most responsible and qualified bidder. By approving this award request, the Gila County Housing Services Program will be in compliance with CDBG requirements and the IGA between Gila County and the Town of Winkelman.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve Service Agreement No. 071317-1 Major Rehabilitation Project HH#9956 with Rodriguez Constructions, Inc.

Suggested Motion

Information/Discussion/Action to approve Service Agreement No. 071317-1 between the Gila County Community Services Division, Housing Services, and Rodriguez Constructions, Inc. for Major Rehabilitation Project HH#9956, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Winkelman, Arizona, for a fee of $71,250 with all work to be completed by October 31, 2017. **(James Menlove/Malissa Buzan)**

Attachments

Service Agreement No. 071317-1 with Rodriguez Constructions, Inc.

Bid Results Form

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

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. 071317-1

MAJOR REHABILITATION PROJECT HH#9956

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this _____ day of _____, **2017,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 071317-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 071317-1** 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 No. 071317-1**, 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 Street, Globe, AZ, 85501** or email to 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 signed approved by the Board of Supervisors and remains in effect through October 31, 2017.

ARTICLE 16 - PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 071317-1 is for a total flat fee of **$71,250.00** 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 Na me 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, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2017.

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____

Jefferson R. Dalton
Deputy County Attorney-Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

RODRIGUEZ CONSTRUCTIONS

Miranda Ernendu

Authorized Signature

Miranda Ernendu

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

SCOPE OF WORK

Case Number: #9956

Property Information:

BID DATE: 5/24/17

CONTRACTOR INFORMATION:

Name: Rodriguez Constructions, Inc.

Address: P.O. Box 13

Miami, AZ 85539

Voice: 928-425-7244

email: rodriguezconstaz@gmail.com

Jurisdiction Town of Winkleman

Census: 3

Owner:

BID TOTAL $: 89,850.00

- 10,000 Reduction
- 8,600 (HVAC)

Contractor Signature

71,250.00

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

LINE ITEMS - COMPLETE WRITE-UP

General Requirerments

1 $ 0

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $ 0

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4 $ 0

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Roof Repairs

5 $ 15,000.00

Tear Off Existing Roof and Install New

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing.
Replace all flashing at and install 30# felt paper, aluminum drip edge, new metal fascia, vent boots, and new 24 gauge medal roofing standing seam or Tee Panel with a Emissivity of .84 Solar reflectivity 60.00 or higher and a Solar Reflectance Index .61 or higher Basically Natural White, Shasta White, Almond, or light Parchment.

Include all new vent boots and medal fascia to match home and box the eves with Berridge type panels.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON- EXISTING, THE CONTRACTOR MUST CONTACT THIS AGENCY TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

-Roof Options: Price per sheathing replacement allowance, materials and labor: $1.50 per sq. ft.

Exterior Side Walls

6 $ 7,200.00

Stucco

Install lath and two coats of stucco to a minimum of 5/8". make sure to include exspansion joints to reduce all cracking.

7 $ 2,500.00

Install 2 Exterior Door including Security door

Provide and install white, preprimed steel insulated raised panel exterior 1-3/4" solid core door,(Pease, Thermatru, Stanley or approved equal). Set on 1-1/2 pair 3-1/2 x 3-1/2" butt hinges. Include keyed lockset, doorstop, deadbolt, and vinyl bubble weather-stripping. Owner to paint if desired.
Provide and install white, prefinished security door with matching hardware for all four doors, front and back. (Larson or approved equal). Swing to complement exterior door. Caulk where necessary.

8 $ 3,200.00

Install New Vinyl Replacement Windows

Install new vinyl, double pane double hung window in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.
Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002. all new windows may be of common sizeing to reduce order timing. but must be framed in to size prior to and other repairs such drywall and or Stucco work.

Plumbing Repairs

9 $ 4,200.00

Install Water Lines

Install new water lines from rear of home to new water heater and to each fixure in the home shower toilet sink and kitchen sink include new 1/4 turn shut offs as per line. Make sure all plumbing meets or exceeds Gila Countys current plumbing code.

10 $ 350.00

Install Shut Offs

Install shut offs on feed lines to fixture.

11 $ 2,800.00

Replace Shower Neo Angle Shower

Remove old unit and replace with new according to local code as per Performance Manual guidelines.

12 $ 850.00

Replace Vanity w/Sink 30"

Remove old vanity w/sink and replace with new that home owner is providing to code.
Install new vanity w/sink to code complete.

Contractor is to include:
Include trap, faucets, shut off valve, pop-up drain, caulk, etc.Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 60 psi.

13 $ 400.00

Install Kitchen Sink

Install new stainless steel double bowl sink with low flow faucet (Moen or Delta cartridge design) assembly, trap, shut off valve, basket, and caulk seal at counter top.

14 $ 2000.00

Install new electric water Heater

Install new electric water heat complete with slap and manufactured housing on exterior wall next to back door under new roof over hang for rear door.

15 $ 1800.00

Repair Sewer Line and vent stack

Remove any defective elements and repair to code.

16 $ 3550.00

Install Drain Lines

Install all new drain lines and tie into exiting drain on rear exterior of the home make sure all drains are operating correctly vented correctly and meet gila counties new drain lines to codes.

Interior Walls

17 $ 1200.00

Repair Stud Wall

Remove damaged wall area in, (All interior walls). Install new wall framing sized to match the existing to stabilize the wall. fur out exterior interior wall for electrical and coordinate with electrician for wiring to be completed or electrician on this job is MDC electrical.

18 $ 2800.00

Repair Ceiling Joists -

Remove all defective materials and replace.
Provide new construction grade SPF or YP framing members sized and spacing set as specified to meet governing code for the given span for ceiling joist.
Crowns shall be set up.
Toe nail to wall plates.

Replace only with full length material. No splicing.

19 $ 600.00

Remove Drywall

Remove and dispose of properly affected drywall; pull out all nails.

20 $ 8000.00

Install New Drywall

Provide and install 1/2" gypsum board. Finish with three coat process. Tape all joints and use outside corner bead on all corners texture all walls and cieling.
Prepare surface with quality drywall prime coat ready for paint. Sherwin Williams, Dulux, Duan Edwards or approved equal.

Cabinets

21 $ 7500.00

Install Base and Wall Cabinets and Countertop

Provide and install new midline series "Kraft Line", "Kitchen Kompact", "American Woodmark", or approved equal base and wall cabinetry. All work to be level, plumb,and true. Cabinets are to be attached to studs in the wall. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. (Cabinet fronts are to be made of the flat panel/rail design vs. the raised panel type, and wood fronts vs. particleboard fronts.)

Install formica or Wilsonart laminated countertops, securely attached to cabinets. All work to be level, plumb, and true. Seal all holes and openings where pipes, wires and other materials may come through

cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to

22 $ 400.00

Install a kitchen exhaust fan.

Install an exhaust fan above the stove. It must vent to the outdoors.

Appliances

23 $ 900.00

Stove

Install a new electric stove complete with cord and tested for use.

24 $ 900.00

Refrigerator energy star 18cubic ft.

Install a new 18 cubic ft. refrigerator energy star model color of home owners choice matching the stove. Hud limit price is $ 900.00.. make a copy of all warranties give the original to home owner and a copy to housing services.

25 $ 1600.00

Install Washer/Dryer complete with Hookup

Provide and install hot and cold feed lines to fixture, include shutoffs. Install drain to service fixture. All work must be approved by local plumbing inspector. then install a washer and electric Dryer set energy start model

Mechanical

26 $ 350.00

Exhaust

Install new exhaust fan in bathroom min. of 65 cfm tested vent to exterior.

27 $ ~~[illegible]~~

Install heat pump System Complete w/Ductwork etc.

Install new heat pump system 13.3 or better HSPF Rating and a 14 seer or better A/C Rating, new R-8 flex duct system, thermostat, registers, electrical runs and main disconnect to code.**** **Follow SWS**
1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **This item will be considered incomplete and not paid without sizing specifications prior to install confirm with housing rehab specialist.**
2) install and vent the unit per manufacturer's instructions (PMI)
3) electrical supply must be a dedicated circut with a switch at the unit.
4) unit must have a minimum 30 inch front clearance, when installed.
5) check static pressure follow SWS procedures.
All furnace work must meet or exceed NFPA #54, as well as any other local codes
Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.
1) all joints in return air and supply ducts must be sealed
2) install a filter chamber with a cover, and leave home owner with 12 replaceable filters.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Insulation

28 $ 2000.00

Blown Fiberglass, Open Attic - (R38)

Coverage should be as level as possible, and to the depth of material that corresponds with each R-

value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and

Painting

29 $ 4950.00

Paint House Complete

Scrape all peeling and loose paint free from surface, chalk entire home, then apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting. home owner gets their choice of colors but the main body of home has to light in nature also be approved by housing services prior to being installed. trim can be of any color, and only one interior color.

Floor

30 $ 5000.00

Install Vinyl Composite Tile

Scrape and clean floor free of all debris to ensure smooth uniform surface, set tiles in mastic and follow proper pattern or graining. Include chrome threshold strips at all exposed flooring edges. VCT Tile shall be Armstrong, GAF or approved equal with a minimum five year wear warranty. $1.75 square foot material allowance.

31 $ 1200.00

Install Base Trim

Install 3-1/2" clear pine "Ranch" OR "Colonial" style base trim (home owner has choice of style).
Corners must be miter cut with a tight and clean fit.
Nail holes filled with wood putty or other approved filler.
Joints and face surface to be sanded and be painted with the rest of the homes interior.

Job Total Cost: $ 89,850.00

Discount <10,000.00> Reduction
<8,600.00> Not to do HVAC

$71,250.00

GILA COUNTY COMMUNITY SERVICES DIVISION

Location:5515 South Apache Ave., Globe, AZ 85501
PHONE: (928) 425-7631 FAX: (928) 425-9468
"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 05/24/2017 _____ Job Number: 17-09 02 03

Name: _____

Address: _____

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 10:00 ☒am ☐pm. The bidding should be at least72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	**BID AMOUNT:**
Rodriguez Construction		$ ~~89,850.00~~ $71,250.00
Mountain Retreat Builders		$ No Bid
		$

Gabriel Eylicio
Housing Project Coordinator

Bidder Selected: Rodriguez

Supervisor Sign-off _____ Date 7/7/17

Housing Rehabilitation	**Community Action**	**Section 8 Housing**	**GEST**
Workforce Investment Act	**REPAC**	**Weatherization Program**	

Reasonable accommodations for persons with disabilities may be requested.
Countywide TTY (928) 425-0839

ARF-4436 **Consent Agenda Item 5. A.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Jonathan Bearup, Court Administrator

Department: Superior Court Division: Superior Court Administration

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Information

Request/Subject

The Superior Court of Gila County respectfully requests acceptance of the Funding Agreement No. 1804S001 with the Administrative Office of the Courts for the court's Field Trainer position.

Background Information

On May 9, 2017, the Superior Court presented the Field Trainer grant application before this Board for review, approval, and signature. The Board of Supervisors approved the application.

Evaluation

Throughout 2017, the Superior Court worked collaboratively with County Administration to find an appropriate method to reintroduce the Field Trainer position. Given the amount of automation initiatives anticipated in the immediate future, the position was deemed highly desirable by court leadership. Working with the County, and the Administrative Office of the Courts, the Superior Court was successful in applying for a Field Trainer grant.

Conclusion

Working with the County, and the Administrative Office of the Courts, the Superior Court was successful in applying for a Field Trainer grant. Approval of the Funding Agreement No. 1804S001 is now before the Board for consideration.

Recommendation

The Superior Court recommends that the Board of Supervisors approve the Funding Agreement No. 1804S001 with the Administrative Office of the Courts for the Field Trainer grant.

Suggested Motion

Approval of Funding Agreement No. 1804S001 between the Arizona Superior Court, Administrative Office of the Courts, and the Gila County Superior Court to accept grant funds in the amount of $59,082 that will be used to fund a Field Trainer position for the period July 1, 2017, through June 30, 2018, and of which $34,082 of the total will come from the County's General Fund.

Attachments

FY18 Field Trainer Funding Agreement

County Attorney's Office Cannot Approve

Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR TRAFFIC CASE PROCESSING FUNDS

Gila County Superior Court
AZTEC Field Trainer
Fiscal Year 2018
GPT# 1804S001

This Agreement is entered into by and between the Arizona Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Superior Court, herein referred to as "the Court," in accordance with A.R.S. § 28-493 which is incorporated herein by reference.

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Traffic Case Processing Funds (TCPF) for Fiscal Year 2018, as set forth in Addenda A and B which are part of this Agreement.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2017 and shall remain in effect through June 30, 2018.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) the Court's failure to implement or operate the approved plan; (d) the Court's non-compliance with this Agreement, or, (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement.

3. FUND ACCOUNTING

Funds distributed to the Court shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Administrative Order 91-19. Any interest earned on these monies while in the possession of the Court shall accrue to the fund and shall be accounted for separately. Interest earned on these monies cannot be spent without approval from the AOC. Funds disbursed to the Court for reimbursement of approved expenses do not have to be deposited into a Special Revenue account.

4. EXPENDITURES

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to the Court for the performance of its approved plan and may authorize direct expenditures for the benefit of the Court. Set forth in Addendum A to this Agreement are the specific amounts to be retained by the AOC and to be disbursed to the Court. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Court's need for and usage of Traffic Case Processing Funds.

b. Reporting Requirements. The Court shall submit a final status report to the AOC forty-five days after the end of the grant period ending June 30, 2018. It is especially important that we receive all status reports because the AOC uses that data for the JCEF funds report. It is critical that the expenditures of all JCEF funds are reported and include all benefits that have been realized, especially those measurable deliverables stated in the application and approval letter. The closing report will include a financial report along with any unexpended funds and interest in accordance with paragraph 4.C of this agreement and a detailed narrative report.

c. Unexpended Funds. Funds unencumbered as of June 30, 2018 and unexpended as of July 31, 2018, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Traffic Case Processing Fund no later than August 15, 2018. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge or appropriate Division/Department head if this agreement is between the AOC and an organization other than an Arizona court.

d. Inappropriate Expenditures. The Court shall expend funds only for the purposes and uses specified in the approved plan and budget. The Court agrees to reimburse the Traffic Case Processing Fund for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement.

Traffic Case Processing Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with Traffic Case Processing Funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.

e. Budget Modifications. The Court shall not shift funds from, to, or within budgeted categories without prior written authorization from the AOC. All budget modifications shall be in accordance with the current version of Section 5.03, AOC's Policies and Procedures Manual, entitled Budget Control, Budget Modification Policy, a copy of which can be obtained upon request.

f. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2018, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Traffic Case Processing Funds.

If termination is due to failure of the Court to comply with the approved plan the AOC may require return of equipment and supplies purchased with Traffic Case Processing Funds.

5. BOOKS AND RECORDS

a. Financial Records and Examination. The Court shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC plans to monitor and evaluate the Traffic Case Processing Fund Program to determine its effectiveness. As a condition of receipt of Traffic Case Processing Funds, the Court agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

The Court further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Court shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

7. INVENTORY

The Court retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Court may use its existing inventory system but must at a minimum maintain the information required by Supreme Court policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06 for guidance.

The Court retains ownership of equipment purchased with funds received pursuant to this funding agreement.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the Supreme Court. After this time, the equipment may be transferred upon approval of the presiding judge. The Court is responsible for any maintenance, loss or damage to the equipment and the Supreme Court makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Attachment C.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement and the Court's approved plan both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

10. VACATION COMPENSATION

Where Fill the Gap Funds are allocated for the compensation of full-time employees, the Court, at its option, may provide for the accrual and use of vacation time by such employees consistent with existing the Court policy. Full-time employees are defined as those who work a minimum of 40 hours per week for at least six consecutive months during the term of this Agreement.

Superior Court of Arizona in ~~Cochise~~ Gila County

By _____
Honorable Timothy Wright
Presiding Judge, Gila County Superior Court

ARIZONA SUPREME COURT

By Mike Baumstark
Mike Baumstark, Deputy Director
Administrative Office of the Courts

ADDENDUM A

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
TRAFFIC CASE PROCESSING FUNDS

GRANTEE: Gila County Superior Court

ADDENDUM DATE: June 30, 2017

BEGIN DATE: July 1, 2017 **END DATE: June 30, 2018**

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

Personnel	$39,373.00	
Employee-Related Expenses	15,709.00	
Travel / Training Expenses	2,000.00	
Equipment (laptop with docking station)	2,000.00	
TOTAL FUNDS:		**$59,082.00**

AMOUNT FROM OTHER SOURCES:

Local Source – County General Fund (does not require AOC approval to expend)	$34,082.00	
TOTAL:		**$34,082.00**

AMOUNT TO BE DISBURSED TO COURTS ON OR ABOUT:

Upon Receipt of Signed Funding Agreement	$12,500.00	
November 20, 2018	$12,500.00	
TOTAL AMOUNT APPROVED FOR DISBURSEMENT:		**$25,000.00**
TOTAL AMOUNT APPROVED FOR EXPENDITURE:		**$59,082.00**

Signed: 7/5/17 Date: 7/5/17

Marcus Reinkensmeyer, Director, Court Services Division,
Administrative Office of the Courts

Signed: Date: 7/10/17

Honorable Timothy Wright
Presiding Judge, Gila County Superior Court

ADDENDUM B

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
TRAFFIC CASE PROCESSING FUNDS

GRANTEE: Gila County Superior Court

ADDENDUM DATE: June 30, 2017

BEGIN DATE: July 1, 2017 **END DATE: June 30, 2018**

NOTE: This addendum supersedes all previously dated addenda.

PERSONNEL COSTS:

Employee Position	Hours Per Week	Length of Appointment	Hourly Salary	ERE %	Total Request
AZTEC Field Trainer	40	1 year			$39,373.00

TOTAL FUNDS: **$39,373.00**

EMPLOYEE RELATED EXPENSES:

Employee Position	Total ERE
Field Trainer	$15,709.00

Subtotal Employee Related Expenses: **$15,709.00**

TRAVEL / TRAINING:

Item:	Cost
AZTEC Field Trainer	$2,000.00

Subtotal Travel Expenses: **$2,000.00**

EQUIPMENT EXPENSES:

Item:	Cost
Laptop with Docking Station	$2,000.00

Subtotal Equipment Expenses **$2,000.00**

TOTAL FY18 BUDGET: $59,082.00

ATTACHMENT C

ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital equipment means any piece of property or a fixed asset with a purchase price of $5,000 or more and a usable life of one or more years.

Noncapital equipment means any piece of property or a fixed asset with a purchase price of $2,000 to $4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over $2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU owns the equipment. The JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:
- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment, which is no longer needed or usable, shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU, the JDU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

July 24, 2017

To: The Gila County Board of Supervisors

From: The Gila County Attorney's Office

Re: August 8, 2017 agenda item: The Gila County Superior Court's request for acceptance of Funding Agreement No. 1804S001 with the Administrative Office of the Courts for the court's Field Trainer position.

The county attorney's office cannot approve this agreement for the following reasons.

This is an agreement between the Arizona Supreme Court, though the Arizona Administrative Office of the Courts, and the Gila County Superior Court. Gila County is not a party to the agreement. Under the constitution, the supreme court has administrative supervision over the superior court of Gila County. A.R.S. Const. Art. 6 § 3. This is an internal agreement within the judicial branch of state government describing how court business will be conducted between the supreme court and the superior court. The county attorney's office represents the Gila County Board of Supervisor and not the Gila County Superior Court and therefore cannot representative the superior court.

(Under the agreement, it appears that one of the conditions the Gila County Superior Court must fulfill for the grant is to obtain funding

from Gila County in the amount of $34,082. But the county is not a party to this agreement and does not sign it. And there is not a written agreement between the county and the superior court that the county attorney's office has been asked to review.)

ARF-4445 **Consent Agenda Item 5. B.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Bradley Beauchamp, County Attorney		
Submitted By:	Athena Gooding, Legal Secretary, Lead		
Department:	County Attorney		
Fiscal Year:	2018	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2017 to June 30, 2018	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Arizona Criminal Justice Commission Crime Victim Compensation Grant Agreement No. VC-18-052.

Background Information

Agreement No. VC-18-052 – The Crime Victim Compensation Program receives its funding through three state sources and one federal source. Program monies are appropriated each year by the state legislature and state funds are distributed to each county based upon a formula approved annually by the Commission. These funds are used to provide compensation awards to victims of criminally injurious conduct occurring within Gila County jurisdiction. Gila County's allotment for FY 2018 is $66,470 and this grant has no financial impact on the County. The funding will be distributed to the Gila County Attorney's Office as a monthly reimbursement of compensation program expenditures. A financial reimbursement request form is required for reimbursement of those expenditures.

Evaluation

Agreement No. VC-18-052 - The Arizona Criminal Justice Commission Crime Victim Compensation Grant is essential to provide financial assistance to victims of crime in Gila County for medical and dental expenses, mental health expenses, wage loss, funeral expenses, and crime scene clean-up expenses based on program rules and requirements. The maximum award to a claimant is $25,000 for all economic loss sustained as a result of a particular incident of criminal conduct.

Conclusion

Agreement No. VC-18-052 - Claims are filed by victims of criminally injurious conduct in the county in the which the crime occurred. The Gila County Victim Compensation Coordinator investigates each claim filed and then presents the claim to the volunteer Crime Victim Compensation Board for review. The Board approves or denies each compensation claim in accordance with program rules. The Victim Compensation Program would not exist without these State and Federal Funds and it is a vital program in the Gila County Attorney's Office.

Recommendation

The Gila County Attorney's Office recommends that the Gila County Board of Supervisors approve the Arizona Criminal Justice Commission Crime Victim Compensation Grant Agreement No. VC-18-052 for FY 2018 in the amount $66,470.

Suggested Motion

Approval to accept Victim Compensation Grant Agreement No. VC-18-052 between Gila County and the Arizona Criminal Justice Commission in the amount of $66,470 for the period of July 1, 2017, to June 30, 2018.

Attachments

Gila County Attorney's Office VC-18-052 FY18 REVISED Grant Agreement

Gila County Attorney's Office VC-18-052 FY18 grant agreement

Gila County Attorney VC-18-052 FY18 grant letter

Grant Agreement Instructions

GMS Assigning Points of Contact 051513

OMB Circulars Link - Section 16

2015 DOJ Financial Guide - Section 25

OMB Circular A133_revised_2007 - Section 41

Manual_GrantReferenceManual - Section 42

Office of Justice Programs, Award Conditions - Section 43

Public_-_Identifying_Excluded_Entities - Section 46

OJP Training Guiding Principles for Grantees and Subgrantees - Section 49

Equal Treatment Regulation link - Section 54

UseofConviction_Advisory - Section 56

305 - Subgrantee Discrimination Complaint Procedures - Section 59

National Information Exchange Model - Section 61

Global Standards Package Grant Condition - Section 62

FINAL PROGRAM GUIDELINES, VICTIMS OF CRIME ACT FY 1997_ VICTIM COMPENSATION PROGRAM - Agreement Continuation_ Sheet Specail conditions - Section 8

Approval as to Form

ARIZONA CRIMINAL JUSTICE COMMISSION
VICTIM COMPENSATION GRANT AGREEMENT

ACJC Grant Number VC-18-052
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)

This Grant Agreement is made this first day of July, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and GILA COUNTY ATTORNEY'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 Attorney's Office
1400 E. Ash Street
Globe, Arizona 85501
Attn: **Honorable Bradley D. Beauchamp**

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	$9,935.00
Fringe Benefits (for salaries/overtime)*	$4,173.00
Overtime	$0.00
Professional & Outside/Consultant & Contractual Services	$0.00
Travel In-State	$0.00
Travel Out-of-State	$0.00
Victim Compensation Benefits	$51,370.00
Operating Expenses:	
Supplies	$0.00
Registration/Training	$0.00
Other	$992.00
Equipment	
Capital	$0.00
Noncapital	$0.00
TOTAL	$66,470.00
Positions Funded: Victim Witnes Advocate (0.25) Equipment Type: None	

*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 $0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $66,470.00 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 $ 0.00.

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/

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):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
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

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
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

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 Indeminitor, 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/

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

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. 2016-VC-GX-0027 awarded by the Office for Victims of Crime, 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

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.

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.

    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.

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
Gila County Attorney's Office
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 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.

3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.

4. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.

5. The GRANTEE understands that $15,100.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.

6. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.

7. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.

8. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm).

9. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.

10. The GRANTEE agrees to seek and order all available restitution owed to the program.

11. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

12. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

13. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

14. 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

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

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

ARIZONA CRIMINAL JUSTICE COMMISSION
VICTIM COMPENSATION GRANT AGREEMENT

ACJC Grant Number VC-18-052
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)

This Grant Agreement is made this first day of July, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and GILA COUNTY ATTORNEY'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 Attorney's Office
1400 E. Ash Street
Globe, Arizona 85501
Attn: **Honorable Bradley D. Beauchamp**

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	$9,935.00
Fringe Benefits (for salaries/overtime)*	$4,173.00
Overtime	$0.00
Professional & Outside/Consultant & Contractual Services	$0.00
Travel In-State	$0.00
Travel Out-of-State	$0.00
Victim Compensation Benefits	$51,370.00
Operating Expenses:	
Supplies	$0.00
Registration/Training	$0.00
Other	$992.00
Equipment	
Capital	$0.00
Noncapital	$0.00
TOTAL	$66,470.00
Positions Funded: Victim Witnes Advocate (0.25) Equipment Type: None	

*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 $0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $66,470.00 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 $ 0.00.

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/

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):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
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

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
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

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 Indeminitor, 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/

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

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. 2016-VC-GX-0027 awarded by the Office for Victims of Crime, 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

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.

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.

    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.

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
Gila County Attorney's Office
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 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.

3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.

4. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.

5. The GRANTEE understands that $15,100.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.

6. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.

7. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.

8. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm).

9. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.

10. The GRANTEE agrees to seek and order all available restitution owed to the program.

11. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

12. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

13. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

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

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

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.

Exhibit "A" Page 2

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

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed, 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.

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

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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

June 9, 2017

Honorable Bradley D. Beauchamp
Gila County Attorney's Office
1400 E. Ash Street
Globe, Arizona 85501

Re: Victim Compensation Grant Number VC-18-052

Dear: Honorable Bradley D. Beauchamp

On January 26, 2017 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2018. On Mach 23, 2017 the Commission also approved the allocation of $4,526,350.00 in state and federal crime victim compensation funds to county programs for FY 2018. The total amount allocated to Gila County Attorney's Office includes the following:

ACJC (State Funding)*	$66,470.00
VOCA (Federal Funding)*	$0.00
TOTAL ALLOCATION	**$66,470.00**

*Estimated Level

The allocation of state funding to the Gila County Attorney's Office compensation program includes $15,100.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2018, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2017 or the agreement may be cancelled.

If you have any questions concerning this program you may contact me at 602-364-1154.

Sincerely,

Larry Grubbs, Program Manager
Crime Victim Services

CC: Debra Blair

Our mission is to continuously address, improve, sustain and enhance public safety in the State of Arizona through the coordination, cohesiveness, and effectiveness of the Criminal Justice System

ARIZONA CRIMINAL JUSTICE COMMISSION

GRANT AGREEMENT INSTRUCTIONS

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purposes of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are 3 lines that must be completed (Non-Profit does not need Legal Council approval).

A. The first line is the signature of the individual ***authorized to make agreements*** for your governmental subdivision.

1. For County Offices, the Chairman of the County Board of Supervisors ***must*** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestment or certification of the signature by the Clerk of the Board, it may be typed in anywhere it is convenient on the signature page.

2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestment or certification of the signature by the Clerk, it may be typed in anywhere it is convenient on the signature page.

3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be attached to the signed agreement when it is returned to the Criminal Justice Commission.

4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.

5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the agreement where indicated.

B. The line requesting the signature of the ***Legal counsel for GRANTEE*** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies this field is not required.

C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

Please note that effective November 1, 1999, Arizona grant applications are no longer subject to review by state executive order 12372. There is no need to contact the clearinghouse for a State Application Identification (SAI) number. If there are any questions regarding the execution of this agreement, please contact the Grant Coordinator at (602) 364-1146.

Assigning Points of Contact in GMS

1 INTRODUCTION

1.1 Purpose

The ACJC Grant Management System (GMS) is a web-based application designed to help applicants, grantees and ACJC manage grant programs. It unites all ACJC grant programs under a common system, format and process. GMS also provides grant applicants and funded agencies a single location to apply for, submit and report on ACJC grants.

1.2 Roles

There are three points of contact in GMS. The Agency Point of Contact is established when an application is submitted on behalf of an agency. Either the Agency Point of Contact or ACJC can assign the Financial and Program Points of Contact. Each point of contact has the ability to create and submit a Grant Adjustment. One person may be assigned to multiple roles:

- Agency Point of Contact (APOC): Responsible for submitting the application;
- Financial Point of Contact (FPOC): Responsible for creating and submitting financial reports;
- Program Point of Contact (PPOC): Responsible for uploading activity reports.

2 ACCESSING GMS

2.1 ACJC Website

The Grant Management System (GMS) is accessed through the ACJC website located at the following link: http://www.azcjc.gov/

Accessing GMS:

Step 1 - Hold your pointer over “Grants” on the left-hand menu bar.

Step 2 -Once the “Grants” menu expands, click on “Grant Management System.”

2.2 Your Information

First-time registrants should provide as much of the information on the registration form as possible.

The program is designed for use with Internet Explorer. Applicants may experience loss of data with other browsers.

Important: Only one GMS account may be created per e-mail address. If the Agency Point of Contact is changed, contact ACJC at GMS@azcjc.gov for assistance.

2.3 Agency Information

The agency information provided when registering should be the agency for which the grant application is being submitted.

Important: Before adding a new agency, check the agency drop-down list first to see if your agency already exists in GMS. If the agency is not already in GMS, add a new agency.

Adding an agency:

Step 1 – Select the "Add New Agency Button."

Step 2 – Provide as much of the information as possible including agency "Type" and "Level."

Step 3 – Select the "Department" from the drop down list or "Add New Department".

Step 4 – Enter your agency's DUNS number. If one does not exist enter "N/A".

Step 5 – Select Yes or No from drop down list for "Registered with CCR" (Sam.gov).

Step 6 – Complete the remainder of the registration.

Step 7 - Create a password.

Step 8 – Select the "Register" button at the bottom of the page.

Step 9 - Scroll to the top of the web-page to see the status of the registration.

2.4 Logging on to GMS

How to log on to GMS:

Step 1 – The login screen of GMS can be found at the following link: http://www.azcjc.gov/GMS3/Login.aspx

Step 2 – Enter your registered e-mail address and password into the appropriate fields of the login form.

Step 3 – Select "Login."

If you forget your password you can select the "Forgot your password? click here" link located underneath the login box. Once you enter your registration e-mail address and select "Request Password," your password will automatically be e-mailed to you.

GMS includes a session timer that will automatically log you out of the system after 30 minutes of inactivity. GMS will save all data before automatically logging out.

3 Assigning Points of Contact

After an application has been approved for funding, the grant record is created. At this point, the person who submitted the application is listed as the Agency Point of Contact.

This section allows the Agency Point of Contact (APOC) to assign those responsible for Activity and Financial reporting for each grant. The Financial and Program Points of Contact must be registered GMS users for the agency prior to being assigned to the grant. If a Point of Contact works for an agency other than the applicant agency, contact ACJC for assistance.

- Financial Point of Contact (FPOC): Is able to create and submit financial reports and Grant Adjustments for assigned grants.

- Program Point of Contact (PPOC): Is able to upload and submit activity reports and create Grant Adjustments for assigned grants.

Assigning Points of Contact:

Step 1 - Select “Point of Contact” on the left-hand menu bar

Step 2 – Filter by grant program assigned to the APOC:

Option 1: “Filter” by Program and/or Year

Option 2: “Filter” by Agency Name only

Step 3 – Click the “Select” button for the grant to assign the FPOC and PPOC

Step 4 – Select a name from the drop down menus next to the “Financial Contact” and “Program Contact”

Step 5 – Click the “Update” button

the WHITE HOUSE

Grants Management, Grants Circular Attachments

FOLLOW US:

THE DIRECTOR

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

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

2015 DOJ Grants Financial Guide

UNITED STATES DEPARTMENT OF JUSTICE

OFFICE OF JUSTICE PROGRAMS | OFFICE ON VIOLENCE AGAINST WOMEN
COMMUNITY ORIENTED POLICING SERVICES

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Foreword

We hope you find this guide useful and informative. If you have any questions or comments, please contact your appropriate DOJ Funding Source.

TOP 10 TOPICS

1. Financial Management Systems
2. Allowable Costs
3. Unallowable Costs
4. Federal Financial Reports
5. Progress and Performance Reports
6. Audit Requirements
7. Conference Costs
8. Inventory
9. Accounting by Approved Budget Category
10. Subrecipient Monitoring

The Department of Justice (DOJ) has three primary grant-making components, the Office of Justice Programs (OJP), the Office on Violence Against Women (OVW) and the Office of Community Oriented Policing Services (COPS Office). The mission of OJP is to provide innovative leadership to federal, state, local, and tribal justice systems by disseminating state-of-the-art knowledge and practices across America, and providing grants for the implementation of these crime fighting strategies. The mission of OVW is to provide federal leadership in developing the national capacity to reduce violence against women, and administer justice for and strengthen services to victims of domestic violence, dating violence, sexual assaults, and stalking. The mission of the COPS Office is to advance the practice of community policing by the nation's state, local, territory, and tribal law enforcement agencies through information and resources.

These three grant-making components provide Federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. They also provide policy guidance, financial control, and support services to their recipients in the areas of grants, accounting, and financial management. Each grant-making component conducts programmatic monitoring through site visits and desk reviews, and provides technical assistance and training to recipients. Additionally, OJP's Office of the Chief Financial Officer (OCFO) conducts financial monitoring through site visits and desk reviews, and provides training to OJP's recipients in the quarterly Grants Financial Management Training Seminars.

FINANCIAL MANAGEMENT TIP

The DOJ Grants Financial Management Online Training is available to all DOJ grant-making component recipients and applicants.

The *2015 DOJ Grants Financial Guide* (the "*Guide*") serves as the primary reference manual to assist OJP, OVW, and COPS Office award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of your award. There may be instances where the requirements may differ among the three grant-making components; those differences are spelled out throughout this *Guide*. We have provided references to the underlying laws and regulations as much as possible.

Foreword

This *Guide* should be the starting point for all recipients and subrecipients in ensuring the effective day-to-day management of your awards. **The provisions of this *2015 Guide* apply to Department of Justice awards made after December 26, 2014.**

For additional information on grants management, please visit the Office of Management and Budget's (OMB) website at http://www.whitehouse.gov/omb/circulars_index-ffm/. The Government Printing Office also maintains electronic copies of the Code of Federal Regulations at http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and e-CFR at http://www.ecfr.gov.

We are pleased to respond to any questions not covered by this *Guide* and welcome suggestions to improve the utility of the *Guide* and its content. Please feel free to contact the OCFO's Customer Service Center at 1-800-458-0786, OVW Grants Management Division at 1-888-514-2556, or COPS Office Response Center at 1-800-421-6770 with any financial management questions or suggested revisions. In addition, questions and comments can also be directed to the OCFO via e-mail at ask.ocfo@usdoj.gov, OVW via email at OVW.GFMD@usdoj.gov, or COPS Office via email at askCopsRC@usdoj.gov.

Karol V. Mason
Assistant Attorney General, OJP

Bea Hanson
Principal Deputy Director, OVW

Ronald L. Davis
Director, COPS Office

I. General Information

1.1 USERS

This *Guide* is provided for the use of all recipients and their subrecipients of Federal grant programs administered by the three primary Department of Justice (DOJ) grant-making components. We have developed the *Guide* to serve as a compilation of the various laws and regulations governing DOJ grants financial management and administration.

Recipients

- A recipient is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program.
- Recipients are required to adhere to the applicable law of their jurisdiction, and the financial and administrative rules in this *Guide*. However, other programmatic and technical requirements (for example, as set out in award conditions or contained in program-specific guidelines) may also apply.
- Recipients are required to adhere to all applicable uniform (grants) administrative requirements, cost principles, and audit requirements set forth in 2 C.F.R. § 200 and other applicable law.

Subrecipients

- A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program.
- Subrecipients are required to adhere to the applicable law of their jurisdiction and the financial and administrative rules in this *Guide*. The pass-through entity may also impose additional financial and administrative requirements.
- Subrecipients are also required to adhere to all applicable uniform (grant) administrative requirements, cost principles, and audit requirements set forth in 2 C.F.R. § 200 and other applicable law.

FINANCIAL MANAGEMENT TIP

When determining whether an entity receiving federal award funds from the recipient is a subrecipient or a contractor, the legal document executed between the recipient and the entity receiving federal award funds from the recipient is NOT the driving determinant. See 2 C.F.R. § 200.22 and 2 C.F.R. § 200.92. The substance of the activity that has been contracted or subawarded will be the major factor considered. If you delegate program activities to another entity, that delegation will generally be considered a subaward. On the other hand, if you purchase or procure goods or services from another entity to carry out the project or program under a Federal award, that activity will generally be considered a contract. For additional information on this topic, please refer to 2 C.F.R. § 200.330, subrecipient and contractor determination.

1.1 USERS

Individuals

- Any individual who works for a recipient or subrecipient should use this *Guide* as a reference for financial and administrative management of DOJ-funded grant programs or projects.
- These individuals may include administrators, financial management specialists, grants management specialists, accountants, and auditors.
- This *Guide* also may be used as a training resource for new employees.

For-Profit (or Commercial) Entities

In accordance with 2 C.F.R. § 200.101(c), OJP/OVW applies 2 C.F.R. Part 200, subparts A through D (excluding 2 C.F.R. § 200.317 through 200.326), to for-profit (or commercial) entities. However, for-profit (or commercial) entities receiving funding through the COPS Office must comply with 2 C.F.R. Part 200, subparts A through E. In addition, in accordance with 2 C.F.R. § 200.400(g), the grantee may not earn or keep a profit as a result of the award unless expressly authorized by the specific terms and conditions of your award.

To the extent allowable and consistent with applicable law, and unless expressed explicitly otherwise herein, this *Financial Guide* applies to any recipient or subrecipient that is a for-profit (or commercial) entity. As used throughout the *Financial Guide*, the term "non-federal entity(ies)" includes for-profit entities.

1.2 RESOURCES

Introduction

This *Guide* includes references to the policies and guidance issued by the Office of Management and Budget (OMB). The largest division of the Executive Office of the President, OMB is responsible for implementing and enforcing the President's policies across the entire Federal Government.

On December 26, 2013, OMB issued new guidance that provides a government-wide framework for grants management (Federal Register, 12/26/2013). The new guidance, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), streamlines the Federal Government's administrative, cost, and audit requirements, and has been implemented by DOJ via DOJ regulation at 2 C.F.R. Part 2800.

The new guidance supersedes the following OMB requirements:

- OMB Circular A-21, Cost Principles for Educational Institutions;
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
- OMB Circular A-89, Federal Domestic Assistance Program Information;
- OMB Circular A-102, Grant Awards and Cooperative Agreements with State and Local Governments (Common Rule);
- OMB Circular A-110, Uniform Administrative Requirements for Awards and other Agreements, Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- OMB Circular A-122, Cost Principles for Non-Profit Organizations;
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and
- Sections of OMB Circular A-50, Audit Follow-up.

FINANCIAL MANAGEMENT TIP

These new requirements, as implemented by DOJ, apply to Federal awards made after December 26, 2014, and the audit requirements apply to audits for fiscal years beginning on or after December 26, 2014.

For Federal awards made before December 26, 2014, absent an agreement otherwise in a Federal award issued after that date, the requirements in place at the time of award continue to apply. These prior requirements may include those above, as well as 28 C.F.R. Parts 66 or 70, and the prior guidance issued by the specific grant-making component (i.e., OJP Financial Guide, OVW Financial Grant Management Guide, COPS Office Grant and Award Owner's Manuals).

The following requirements remain in place:

- Government-wide Debarment and Suspension (Nonprocurement) is codified at 2 C.F.R. Part 180, with DOJ-specific rules at 2 C.F.R. Part 2867.
- Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.
- Restrictions on lobbying are codified at 28 C.F.R. Part 69.

1.2 RESOURCES

For additional information on grants management, please visit the OMB website at https://www.whitehouse.gov/omb/grants_default or at the Council on Financial Assistance Reform at https://cfo.gov/cofar/. The most recently updated version of the CFR can be found on the U.S. Government Printing Office's website at FDsys - Code of Federal Regulations.

Office of the Inspector General Fraud Hotline

Recipients should report any allegations of fraud, waste, and abuse of grant funds to the appropriate DOJ grant-making component. In addition to or instead of reporting allegations to the grant-making component, you may report them to the DOJ Office of the Inspector General online at DOJ OIG Hotline Concerning Grants, by fax at (202) 305-8447, or by mail:

U.S. Department of Justice
Office of the Inspector General
Fraud Detection Office
Attn: Grantee Reporting
1300 North 17th Street, Suite 3200
Arlington, VA 22209

Other Available Resources

- *Procurement Procedures for Recipients of DOJ Grants* [PDF - 700 Kb]
- *Postaward Instructions* [PDF - 559 Kb] for OJP grant recipients and subrecipients
- Federal grant information is available at http://www.grants.gov.
- Federal Government regulation information is accessible at http://www.regulations.gov.
- Grants Management System (GMS) Training and Technical Assistance can be found at http://www.ojp.usdoj.gov/training/gmstraining.htm.
- The OJP GMS HelpDesk is available via email at GMS.HelpDesk@usdoj.gov or phone at 202-514-2024.
- The OVW GMS Helpdesk is available via email at OVW.GMSSupport@usdoj.gov or phone at 1-866-655-4482.
- The COPS Office Response Center is available at askCopsRC@usdoj.gov or phone at 1-800-421-6770.
- The Federal Funding Accountability and Transparency Act (FFATA) is available at https://www.fsrs.gov.

2.1 APPLICATION PROCESS

Eligible Recipients

You can find the eligibility requirements for block, formula, and discretionary awards in the grant program solicitations contained in awarding agency program announcements, notices of funding opportunities (i.e., discretionary grant program solicitations), or other awarding agency program documents.

- **Block and formula awards:** Generally, States, territories, and sometimes Indian tribes and units of local government are eligible for awards under the Department of Justice's (DOJ's) various block and formula grant programs. Specific eligibility criteria for each program are set forth in the program's governing statute and rules.
- **Discretionary awards:** DOJ may award funds under its discretionary grant programs to some or all of the following types of recipients, depending on authorizing legislation and selected program strategies: States; units of local government; Indian tribes and tribal organizations; institutions of higher education; hospitals; nonprofit organizations; for-profit organizations; and (in limited circumstances) individuals.
- **OVW Eligibility Guide:** The OVW Program Plan Chart is intended to assist potential OVW applicants to identify programs for which they are eligible to apply. Application packages can be found at Grants.gov application download. Applications that are submitted by non-eligible entities will be removed from consideration during the initial review process.

Program Announcements

For programmatic and technical requirements relating to block and formula award applications, contact the DOJ grant-making component to request program guidelines.

DOJ grant-making components announce competitive discretionary and formula/block program funding opportunities via Grants.gov. Applications for competitive discretionary programs are submitted through Grants.gov; however, the COPS Office has an additional step where their applications are submitted directly in the COPS Office Online Application System. Applications for OJP and OVW non-competitive discretionary and formula/block opportunities are directly submitted to the Grants Management System (GMS). You can also find a collection of available assistance programs in the Catalog of Federal Domestic Assistance published by the U.S. General Services Administration. To view each grant-making component's available programs, visit their websites below:

OJP — http://ojp.gov/funding/Explore/CurrentFundingOpportunities.htm
OVW — http://www.justice.gov/ovw/open-solicitations
COPS Office — http://www.cops.usdoj.gov/Default.asp?Item=46

Nondiscrimination Requirements

Non-discrimination assurance: You must assure and certify on the applicable awarding agency assurance form that you and your subrecipients are in compliance with all civil rights nondiscrimination requirements. These assurances and certifications are made by signing an assurances form that addresses various cross-cutting federal requirements, including those prohibiting unlawful discrimination. The applicable form typically is referenced in the program solicitation, and signed during the application process (electronically for most programs).

2.1 APPLICATION PROCESS

Office for Civil Rights: The DOJ Office for Civil Rights (OCR) ensures that recipients of financial assistance from OJP, OVW, and COPS Office comply with federal laws that prohibit discrimination in both employment and the delivery of services or benefits based on race, color, national origin, sex, religion, and disability. In addition, federal law prohibits recipients of federal financial assistance from discriminating on the basis of age in the delivery of services or benefits. Recipients of financial assistance from OVW are prohibited from discriminating on the basis of sexual orientation or gender identity, either in employment or in the delivery of services or benefits. For more information see the OCR website http://ojp.gov/about/offices/ocr.htm.

Discrimination findings: Additional responsibility in the event of a finding of discrimination:

- You must send a copy of the hearing findings to OCR.
- This responsibility will apply to you if you are a recipient of Federal funds and a Federal or State court or administrative agency finds through a due process hearing that you have, or a subrecipient or a contractor has, unlawfully discriminated.

Other civil rights requirements: Depending on the size of your organization, how much federal funding you receive, and the program under which you receive funds, you (and your subrecipients in certain cases) may be required to submit an Equal Employment Opportunity Plan to OCR. If you are awarded Federal funds, more specific information on civil rights compliance, including requirements regarding submission of Equal Employment Opportunity Plan will be provided in your award documents. For additional information see www.ojp.usdoj.gov/about/ocr/eeop.htm.

Intergovernmental Review

Intergovernmental review is a process described in Executive Order 12372 [PDF - 12 Kb], through which governments at the State and local levels coordinate in the review of proposed Federal financial assistance and direct Federal development.

For those DOJ grant programs that are subject to Executive Order 12372, applicants must access the Intergovernmental Review Single Point of Contact List ("SPOC List") to find out about and, as applicable, comply with the applicant's State process under Executive Order 12372. As part of the grant application process, to complete the SF-424, applicants must make the appropriate selection (and provide any required information) in response to the question, "Is Application Subject to Review by State Under Executive Order 12372 Process?"

You can determine whether the DOJ program to which you are applying is subject to Executive Order 12372 by looking in the notice of funding opportunity (program solicitation) or program announcement, by looking at the program's CFDA entry, or by contacting the DOJ awarding agency.

Application Submittal

Applicants for DOJ funding can submit applications online through either the federal grants portal Grants.Gov (www.grants.gov), the DOJ's Grants Management System (GMS) (https://grants.ojp.usdoj.gov), or the COPS Office Agency Portal (https://portal.cops.usdoj.gov). Each program solicitation will specify which system should be used for that program, and will contain detailed technical instructions on how to register with the system and apply for funding. Applicants for OJP and OVW formula/block funding, earmarked funding, and some continuation (supplemental) funding, are generally required to register and create a profile in GMS.

2.1 APPLICATION PROCESS

Applicants for competitive funding are generally required to register in Grants.Gov. It is best to register well in advance of the application deadline, as processing registration into these systems may take sometime (in most cases, approximately one week).

Most DOJ discretionary grant solicitations require, at a minimum, a number of elements. These generally include the Standard Form 424 (SF-424 - Application for Federal Assistance), a program narrative, budget detail worksheet and budget narrative. There also are a number of certifications that may be required, and other elements as specified in the program announcement.

▶ COPS OFFICE SPECIFIC TIP

The COPS Office might not require a budget detail worksheet with the application submittal process. Refer to the specific award program Application Guide.

ⓘ FINANCIAL MANAGEMENT TIP

- **Note regarding SF-424 question regarding determination of applicant type:** Applicants must specify what type of entity they are on the SF-424. Generally, applicants for DOJ grants are one of the following types of entities: States, units of local government, Indian tribes or units of tribal government, nonprofit organizations, for-profit organizations, institutions of higher education, and (in limited circumstances) individuals. It is possible to select other applicant types, as appropriate.

Application Review

DOJ awarding agencies are required to ensure that awards meet certain legislative, regulatory, and administrative requirements. This requires that each DOJ awarding agency review and assess each application to determine the following:

- The applicant is eligible for the specified program.
- The costs and activities in the application are for allowable, allocable, necessary, and reasonable costs.
- The applicant possesses the responsibility, financial management, fiscal integrity, and financial capability to administer Federal funds adequately and appropriately.

Applicant Type

Examples of types of applicants include, but are not limited to:

- Nonprofit organization – Some DOJ programs may require that an organization have 501(c)(3) status (as described in the U.S. Internal Revenue Code)
- For-profit organization (including organizations designated as small businesses)
- State
- Unit of local government
- Tribe

2.1 APPLICATION PROCESS

- Institution of higher education
- Courts
- Individuals (in limited circumstances)

Pre-Award Risk Assessment

DOJ is required to review and assess the potential risks presented by applicants for Federal grants prior to making an award (2 C.F.R. § 200.205). DOJ will use a variety of factors which may include financial capabilities and past performance in a risk-based approach. To facilitate part of the risk assessment, DOJ applicants (other than an individual) may be required to complete a questionnaire to assess their financial capability and submit it to DOJ before they can be approved for an award.

DOJ High-Risk Grantee Designations

The DOJ's High-Risk Grantee Designation Policy was formally approved on January 6, 2012, and was adopted by its three primary grant-making components: the Office of Justice Programs (OJP), the Office of Community Oriented Policing Services (COPS Office), and the Office on Violence Against Women (OVW). OJP's Office of Audit, Assessment, and Management (OAAM) is charged with administering the high-risk grantee process on behalf of DOJ. When an applicant is designated as high-risk by the OAAM, all DOJ grant-making components must consider the applicant as high-risk.

The purpose of the high-risk policy is to provide DOJ with a means of continuing to fund much needed criminal justice programs benefiting communities across the U.S., while maintaining proper stewardship of Federal funds and mitigating risk in the administration of DOJ-funded grant programs. It is important to note that high-risk grantees are not prohibited from applying for or receiving new awards from DOJ. However, high-risk grantees are managed and monitored closely, and any new awards these grantees receive are subject to additional restrictions, typically imposed through the inclusion of high-risk special conditions. Such conditions may be imposed not just at the beginning of a grant, but at any time throughout the period of the grant, if appropriate.

In general, a recipient may be designated as high-risk if any of the following apply to the recipient:

- Has a history of unsatisfactory performance;
- Is not financially stable;
- Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
- Has not conformed to the terms and conditions of previous awards; or
- Is otherwise not responsible.

Under DOJ's policy, recipients may be designated as high-risk automatically, or as a result of a referral to OAAM from sources such as a DOJ grant-making component or other federal grant-making organization.

2.1 APPLICATION PROCESS

- High-risk referrals can be made by any DOJ personnel who works with grants, and can result from a wide variety of reasons, including, but not limited to:
  - issues identified during grant programmatic or financial monitoring reviews, budget reviews, financial capability reviews, etc.;
  - concerns noted during the routine administration of grants;
  - audits/investigative issues;
  - complaints by recipient personnel, third parties, and/or the media, etc.
- Automatic high-risk designations are made by DOJ if any of the following conditions apply:
  - Recipient has audit reports with recommendation(s) that have been open for more than one year, and has not submitted documentation adequate to close the recommendation(s).
  - Recipient has not provided a corrective action plan to the DOJ within 105 days of transmission of the audit report to the recipient.
  - Recipient has audit reports with questioned costs in excess of $500,000 (regardless of the amount of time the audit report has been open).
  - Recipient has been referred to the Department of Treasury for collection because of their failure to timely repay funds owed on a DOJ award.
  - Recipient has been placed on the COPS Office Restricted Grantees List due to non-compliance with a previous COPS Office award(s).
  - Recipient has been recommended for government-wide suspension or debarment by a DOJ office or component.

If high-risk grantees do not comply with the additional conditions/restrictions imposed, or fail to make timely progress in addressing the issues that resulted in their high-risk designation, DOJ can consider more substantial sanctions, such as: freezing funds on current DOJ awards; termination of existing awards; barring the grantee from receiving future DOJ grants; and/or recommending the grantee for (nonprocurement) government-wide suspension or debarment.

Audit Issues

- DOJ may choose not to approve an applicant for an award if the applicant has an overdue audit report, an open audit report that has not been responded to, or if the applicant has not tried to resolve the issues identified in the audit.
- If you are not in compliance with audit requirements, your application for an award may be rejected, or your funds may be withheld until audit compliance is achieved.

Verification of Taxpayer Identification Number

- DOJ may verify the employer identification number (EIN) provided on the application.
- DOJ may assign a vendor number very similar to your EIN. This is done to ensure that a sub-agency within your government which receives awards directly will have a separate identifier from that of the parent agency.
  - For example, you are a State government and your EIN is 123456777. A police department within your government applies for and receives an award from DOJ, but since the EIN is the same, we assign them an DOJ vendor number of 123456778 so that we can identify them as a sub-agency within your government.

2.1 APPLICATION PROCESS

Review of Applicant Federal Debt

The SF-424 asks if the applicant is delinquent on any Federal debt.

- The applicant is the organization that is requesting Federal assistance, not the person who signs the application as the authorized representative of the organization.
- Federal debt includes delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Confirmation of Dun & Bradstreet Data Universal Numbering System Number

All recipients must have a Data Universal Numbering System (DUNS) number when applying for Federal awards and cooperative agreements (initial or supplemental awards) (2 C.F.R. Part 25 - Universal Identifier and System of Award Management).

- As an organization, you can obtain a DUNS number at no cost by calling the toll-free DUNS number request line at 1-866-705-5711.
- Individuals who apply for grant awards or cooperative agreements from the Federal Government are exempt from this requirement.

Confirmation of Listing in System for Award Management

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of the Central Contractor Registration (CCR), Federal Agency Registration (FedReg), the Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). It became operational in August 2012. Recipients must have registered their DUNS in www.SAM.gov in order to receive an award.

- SAM collects, validates, stores, and disseminates data on organizations to help agencies in their acquisition missions, including Federal agency contract and assistance awards. The term "assistance awards" includes grants, cooperative agreements, and other forms of Federal assistance.
- You must update or renew your registration at least once per year to maintain an active status. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to the expiration of the record.
- To update or renew your entity record(s) in SAM, you will need to create a SAM User Account and link it to your migrated (existing) entity records.
- It takes 2 to 3 days for SAM to complete record updates. You will be notified via email when the process is complete and your record is active in SAM.
- If your organization is new to doing business with the Federal Government, the initial registration in SAM takes up to 5 days to become active. Registration with SAM requires a DUNS number and your entity's Tax ID number (TIN).
- Your organization must maintain an "active" registration in www.SAM.gov for the entire period of your award.

Financial Analysis

DOJ will complete a financial review of your grant application to ensure that you are financially capable and have the financial integrity to administer Federal funds. As part of this review, each grant-making component will take all of the following steps:

2.1 APPLICATION PROCESS

- Perform a cost analysis of your project.
  - Obtain cost breakdowns, verify cost data, evaluate specific elements of cost, and examine data to determine the necessity, reasonableness, allowability, allocability, and appropriateness of your proposed cost.
- Review your current indirect cost rates approved by DOJ or rates approved by other Federal agencies.
  - If your indirect cost rate has expired, you must either renegotiate the rate or you may request a one-time extension from your cognizant Federal agency. The negotiated cost rate may be extended for up to four years. Once the cognizant agency has approved your extension, you must abide by the rate for the agreed-upon time period. No further negotiations regarding indirect cost rates may occur until the extension has expired. At the end of the extension period you must negotiate a new indirect cost rate. Subsequent one-time extensions for up to four years are permitted if a renegotiation is completed between each extension request.
  - If you are a non-Federal entity and have never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 2 C.F.R. Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, you may elect to negotiate a rate or charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely.
- Determine the adequacy of your accounting system and operations to ensure that Federal funds, if awarded, will be expended in a reasonable manner.
  - If you are a non-Federal entity and you have not received an award within the past 3 years, then an additional financial review may be required.
- Review the status of any Federal debt that you may have to ensure you are not delinquent, and other prescreening information, including checking SAM to ensure your organization is not suspended or debarred from receiving Federal funds.

Certifications

DOJ requires all award applicants to certify certain conditions prior to submitting an application or before accepting an award. In order to comply with the certification requirements provided in the common rules, OJP/OVW applicants must complete and submit Form 4061/6 [PDF - 17 kb] entitled "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.; and Coordination with Affected Agencies." For the COPS Office applicants must complete and submit the "COPS Office Certification" entitled "Certification Regarding Lobby; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies."

Debarment and Suspension Certification

Debarment and suspension certification requires that agencies establish and implement procedures to ensure that Federal assistance is not awarded to entities that are prohibited from receiving Federal funds. Those procedures should include a review of information in SAM regarding exclusion status. Such procedures help the Federal government and recipients to conduct business only with responsible persons.

- This certification must be completed and submitted to each grant-making component during the application review process.
- The Government-wide guidelines for debarment and suspension are codified in 2 C.F.R. Part 180. DOJ, via 2 C.F.R. Part 2867, adopts the OMB guidance in subparts A through I of Title 2 C.F.R. Part 180, as

supplemented by 2 C.F.R. Part 2867, as its policies and procedures for nonprocurement debarment and suspension.

- Debarment or suspension of a participant in a program by one agency has a Government-wide effect.

Responsibilities for prospective block/formula recipients:

- If you are applying for this type of grant award, then you are not required to submit this certification.
- However, you are responsible for monitoring subrecipient submissions of the OJP Form 4061/1,"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions (Sub-Recipient)," and for maintaining these submissions at the State level.

Responsibilities for individuals or corporations with critical influence or high levels of control over the prospective award:

- If you fall into this category, then you must complete OJP Form 4061/6 [PDF - 17 kb] (or a similar form).
- You will be responsible for monitoring the submission and maintaining the official subrecipient certifications.
- Subrecipients are not required to complete certification if their subaward is less than $100,000.

Drug-Free Workplace Certification

All applicants must meet the requirements in Title 28 C.F.R. Part 83 in order to receive Federal funds. Title 28 C.F.R. Part 83 implements the statutory requirements of the Drug-Free Workplace Act of 1988.

If you are applying for a Federal award, you must certify that you will maintain a drug-free workplace. If you make a false certification, you are subject to suspension, termination, and debarment. All applicants are required to certify, regardless of award amount.

Additional requirements:

- Direct recipients of Federal discretionary awards must certify that they will comply with the Drug-Free Workplace Act of 1988.
- State agencies that administer block/formula awards:
  - Must submit this certification to the awarding agency.
  - Must obtain certification from each State agency that is subawarded funds.
  - If the subrecipient is not a State agency, it is not required to submit the certification.
- Applicants with more than one prospective award are required to submit a certification for each award.
- There is one exception to the rule: a State, including a State agency, may submit a single annual certification to each awarding agency rather than one for each award.

There are different certifications for individuals and organizations:

- If you are an **individual**, you must certify that you will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting any activity with the award.
- If you are an **organization,** you must certify that you will provide a drug-free workplace by ensuring the

following:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or uses of a controlled substance are prohibited in your workplace and specify that actions will be taken against employees for violation of such prohibition.
- Establish a drug-free awareness program to make employees aware of:
  - The dangers of drug abuse in the workplace;
  - Your policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Require that each employee engaged in the performance of the award be given a copy of the employer's statement about drugs in the workplace.
- Notify the employee that, as a condition of employment under the award, he or she must:
  - Abide by the terms of the statement; and
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than 5 days after such conviction.
- Notify the awarding agency within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- Take one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
  - Take appropriate personnel action against such an employee, up to and including termination; or
  - Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Lobbying Certification

You must complete this certification prior to submitting an application or before accepting an award. You can find guidance on lobbying certification and restrictions in Title 28 C.F.R. Part 69. These restrictions on lobbying apply to all recipients and subrecipients.

Additional restrictions on lobbying applicable to all recipients and subrecipients are:

- 18 United States Code (U.S.C) 1913
- Interim Financial Guidance for New Restrictions on Lobbying [PDF - 34 Kb]
- Lobbying Disclosure Act of 1995

In addition to the restrictions above, you are required to adhere to restrictions on lobbying included in 31 U.S.C. § 1352. These restrictions include the following:

- If you have a Federal grant, cooperative agreement, or contract, you cannot use Federal funds to pay a 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 any of the following covered Federal actions:
  - The awarding of any Federal contract;

2.1 APPLICATION PROCESS

- The making of any Federal grant;
- The entering into of any cooperative agreement;
- The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

- Individuals who receive an initial Federal grant, contract, or cooperative agreement of more than $100,000, must submit a Lobbying Certification to that awarding agency certifying that:
  - You have not made and will not make any payment for a lobbying activity;
  - If you have used or will use non-Federal funds to pay anyone for lobbying activities, then you will submit a Disclosure of Lobbying Activities form;
  - The information from this certification will be included in your award documents for all subawards at all tiers (including subcontracts, subawards and contracts under awards, and cooperative agreements), and all of your subrecipients must provide certification and disclosure;
  - You will submit the disclosure form to the awarding agency;
  - You or your subrecipient is responsible for reporting lobbying activities of your/its employees if the employee's tenure is less than 130 working days within 1 year immediately preceding the date of your or your subrecipient's application or proposal submission; and
  - If you are a subrecipient who requests or receives Federal funds exceeding $100,000 you will submit a certification and a disclosure form to your awarding agency.

All certifications will be maintained by the awarding agency and all disclosure forms will be forwarded from tier to tier until received by DOJ.

The disclosure form must contain the following information:

- Name and address of reporting entity;
- Federal program name;
- Federal award number;
- Federal award amount;
- Name and address of lobbying registrant.

If an event occurs that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed, then you must file a disclosure form at the end of each quarter. We provide examples of such events below:

- A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action.
- A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action.
- A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Penalties and enforcement of lobbying restrictions will be as follows:

- If you make an expenditure prohibited by the new restrictions on lobbying you will be subject to a civil penalty of $10,000 to $100,000 for each expenditure.

- If you fail to file or amend the disclosure form as required, you will be subject to a civil penalty of $10,000 to $100,000 for each such failure.

See Chapter 13: Unallowable Costs for cost restrictions relating to lobbying.

Seat Belt Use by Government Contractors, Subcontractors, and Grantees

If you are a Federal Government contractor, subcontractor, award recipient, or subrecipient, you are encouraged to enforce policies that require employees, contractors, or subrecipients to wear seat belts when driving company-owned, rented, or personal vehicles while they are on the job. For the Federal policy on seat belt use, refer to the Highway Safety Act.

Text Messaging While Driving by Government Contractors, Subcontractors, Award Recipients, and Subrecipients

If you are a Federal Government contractor, subcontractor, award recipient, or subrecipient, you are encouraged to enforce policies that ban text messaging while driving company-owned, rented, or Government-owned vehicles; while driving privately owned vehicles when on official Government business; or when performing any work for or on behalf of the Government. For more on this topic, see the Federal policy on reducing text messaging while driving [PDF - 57 Kb].

Tribal Eligibility—Government Discount Airfare

If you are a tribal organization carrying out a contract, grant, or cooperative agreement, you are eligible to have access to Federal sources of supply, including lodging providers, airlines, and other transportation providers.

Section 201(a) of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. 481(a), indicates that employees of tribal organizations are eligible to have access to sources of supply on the same basis as employees of an executive agency if a request is made by the tribal organization.

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

Award Notification and Acceptance Procedures

Your application has gone through the review process and you have just been approved for an award. The next step in this process is award notification. Here are the details:

- The Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW) send award notifications by email through the Grants Management System (GMS) to the individuals listed in the application as the point of contact and the authorizing official.
- GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.
- The email notification includes detailed instructions on how to access and view the award documents and how to accept the award in GMS.
- The Office of Community Oriented Policing Services (COPS Office) sends award notifications by email to the law enforcement and government executives (and financial official if applicable) listed in the application.
- The email notification contains information on how to access and view the award on the COPS Agency Portal.
- The COPS Office provides detailed instructions for accepting the award in the COPS Grant and Award Owner's Manuals available through the COPS Office website.

The award document serves as the official document binding the recipient and DOJ to the grant agreement. A sample award document is included in Appendix I. It includes the name of the recipient, project title, award period, budget period, type of Federal funds (awards and cooperative agreements), amount of Federal funds, award number, and special conditions that must be met during the award period.

☑ ACTION ITEM

You have 45 days from the award date to accept the OJP or OVW award document or the award may be rescinded. The COPS Office awards have a 90-day acceptance time frame.

To accept an award from OJP or OVW, you must log into GMS and designate a Financial Point of Contact (FPOC). You can find instructions for designating a FPOC in the GMS User Guide.

Here are some important points about the FPOC:

- The FPOC must be the individual(s) the recipient has designated as responsible for the financial administration of the award.
- He or she may be the same as the Principal Point of Contact (PPOC). Alternatively, the FPOC may be one or more separate individuals designated by the recipient.
- The designation of the FPOC must be completed in GMS before the award acceptance documents can be printed.

Once the FPOC has been designated, recipients should:

- Print and read the award document carefully.
- Have the award document signed and dated by the authorized recipient official designated in the application

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

to indicate full acceptance of all terms and conditions. The name of this person is preprinted on the award document. An electronic signature will not be accepted.

- The authorized recipient official should also initial the bottom right corner of each page of the special conditions to signify agreement.

To accept an award from the COPS Office, you must log into the COPS Agency Portal, located on the *Account Access* tab on the COPS Office website at www.cops.usdoj.gov, to retrieve the award package. Follow the instructions for accepting and signing your award.

FINANCIAL MANAGEMENT TIP

- For OJP or OVW, if the name of the person accepting the award is not the name preprinted on the award document, then the recipient must submit a Grant Adjustment Notice (GAN) to explain the reason for the change. Submission of the GAN is done through the GMS. The award acceptance document will be rejected if it is signed by anyone other than the authorizing recipient official named on the award document unless a GAN has been approved.
- If the signature on the award document is not legible enough to tell that the signature is that of the authorized recipient official, it will delay final award document acceptance, and may even cause rejection of the award document.
- For the COPS Office, if the name of the person accepting the award is not the name preprinted on the award document, then the recipient will need to submit a Change of Information in the COPS Agency Portal and notify their program manager or grant program specialist, who will regenerate the award document.

Do not make any changes to the award document! Doing so will make it null and void.

To accept an OJP award, the signed award document and the special conditions should be submitted to the OCFO Control Desk using any of the following methods:

- Email a scanned copy to acceptance@usdoj.gov
- Toll-free fax to 866-388-3055
- Local fax (Washington, DC) to 202-354-4081
- Alternate fax to 202-353-8475

To accept an OVW award, the signed award document and the special conditions should be submitted by using one of the following methods:

- Email a scanned copy to OVW.Acceptance@usdoj.gov
- Fax to 202-514-7045

To accept an award from the COPS Office, the signed award document and the special conditions must be

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

signed electronically in the COPS Agency Portal.

ACTION ITEM

Select **only one** submission method to avoid duplicate submissions. The original signed award document should be retained by the award recipient in its official award file.

If you decide to not accept the award, please contact your program manager to discuss the reasons for this decision. No Federal funds will be disbursed to a recipient until DOJ has received the signed award document indicating acceptance of the award and all special conditions.

FINANCIAL MANAGEMENT TIP

You may direct questions concerning award notification and acceptance to the appropriate DOJ contact(s).

Special Conditions

Special conditions are terms and conditions that are included with your award. Special conditions may include additional requirements covering areas such as programmatic and financial reporting, prohibited uses of Federal funds, consultant rates, changes in key personnel, and proper disposition of program income.

Some special conditions may be based on the program or the nature of the award itself. Regardless of the program office or the award, there are several mandatory special conditions that you will have with any DOJ award. A list of all the mandatory special conditions for each DOJ grant-making component is available at the following links:

- OJP – http://ojp.gov/funding/Explore/SolicitationRequirements/MandatoryTermsConditions.htm
- OVW – http://www.justice.gov/ovw/grantees
- The COPS Office – standard award conditions are available in the Grant Owner's Manual or Award Owner's Manual on the COPS Office website.

FINANCIAL MANAGEMENT TIP

Failure to comply with special conditions may result in withholding of funds, suspension, or termination, as appropriate.

The recipient must complete and keep on file, as appropriate in accordance with Federal law, the U.S. Citizenship and Immigration Services' Employment Eligibility Verification Form I-9 for individuals working on the award. This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

Federal Obligation Process

When you are approved for an award, the Federal agency that is granting you the award will reserve (set aside) the amount of the money provided under the award and record the obligation in its accounting system. Any funds or monies that are set-aside funds are reserved against the award until you and the subrecipient spend all of these funds.

If the funds are not used within statutory or other time limits, the funds that were set aside will revert back to DOJ or the awarding agency through de-obligation of the unused balance.

Funding process:

- On the award date, you are notified of award approval and obligation, as described previously.
- Once you accept the award, in order for you to receive payment of funds obligated in DOJ's accounting system, you must be in compliance with the special conditions listed in the award document. You also must be in compliance with all reporting requirements.
- All recipients are required to submit the SF-425 (also known as the Federal Financial Report or FFR) for each award on a quarterly basis for the life of the grant. A copy of the FFR is located in Appendix II.
- All recipients are required to submit performance/progress reports. Recipients should review their award conditions to determine the frequency.
- Funds will not be disbursed if reports are delinquent.

FINANCIAL MANAGEMENT TIP

If the award date is after the start date of the award period, the first FFR submitted to DOJ should cover the time period from the actual start date of the award to the end of the calendar quarter. Recipients will be required to submit FFRs for all due dates which have passed upon acceptance of the award. For example, an award's period of performance is October 1, 2015 to September 30,2016. The recipient is awarded the grant on October 20, 2015. The first FFR covers the period from October 1, 2015 to December 31, 2015, even if the accounting system will only show activity from October 20, 2015 to December 31, 2015.

Automated Clearinghouse Enrollment

Before you can start drawing down and spending your money, you must complete and submit an Automated Clearinghouse (ACH) form. This form will have your banking information on it, which enables your award funds to be electronically transferred into your bank account.

ACTION ITEM

The completed ACH form you are required to submit must have the original signature of the authorized official of your financial institution. You can find the ACH form at http://ojp.gov/funding/Apply/Resources/ACHVendor.pdf, along with instructions on where to submit the original, signed document.

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

The U.S. Department of the Treasury uses the ACH information to transmit payment data using electronic funds transfer to the recipient's designated financial institution. Payments cannot be made without a current, valid, and complete ACH form on file.

Chapter 3.1 of this *Guide* provides additional information on payments and the Grants Payment Request System (GPRS).

FINANCIAL MANAGEMENT TIP

If you have an active award, you do not have to submit a new ACH form for each new award. However, if you would like to revise your current banking information, a new ACH form must be submitted.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Accounting System

All recipients and subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. You should keep detailed accounting records and documentation to track all of the following information:

- Federal funds awarded
- Federal funds drawn down
- Matching funds of State, local, and private organizations, when applicable
- Program income
- Subawards (amount, purpose, award conditions, and current status)
- Contracts expensed against the award
- Expenditures

Please consult Subpart D of 2 C.F.R. Part 200, including 2 C.F.R. § 200.302, for more information.

▶ OJP SPECIFIC TIP

For the OVC Victim Compensation Program, there is no financial requirement to identify the source of ***individual payments*** to crime victims as either federal or state dollars, nor is there any requirement that restitution recoveries or other refunds be tracked to federal or state dollars paid out to victims. However, the state agency administering funds under this program must have in place an adequate accounting system to capture and track all financial transactions related to the victim compensation grant; and upon request, must provide authorized representatives with access to and the right to examine all records, books, paper or documents related to the victim compensation grant per the VOCA Victim Compensation Program Guidelines – 66 Fed. Reg. 27158 (May 16, 2001), Sections V.G and IX.A.

What Is An Adequate Accounting System?

- An adequate accounting system can be used to generate reports required by award and Federal regulations. Your system must support all of the following:
  - Financial reporting that is accurate, current, complete, and compliant with all financial reporting requirements of your award or subaward.
  - If you are a recipient, establishment of reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.
  - Accounting systems should be able to account for award funds separately (no commingling of funds).
- An adequate accounting system allows you to maintain documentation to support all receipts and expenditures and obligations of Federal funds.
- An adequate accounting system collects and reports financial data for planning, controlling, measuring, and evaluating direct and indirect costs.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

- Your system should have all of the following capabilities:
  - **Internal control.** Your system should allow you to exercise effective control and accountability for all grant and subgrant cash, real and personal property, and other assets. As a recipient or subrecipient, you must adequately safeguard all such property and assure that it is used solely for authorized purposes. Please consult 2 C.F.R. § 200.303 for additional information.
  - **Budget control.** Your system should let you compare actual expenditures or outlays with budgeted amounts for each award and subaward. It also must relate financial information to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the award or subaward agreement.
  - **Allowable cost.** Your system should support you in making sure that you follow Federal cost principles, agency program regulations, and the terms of grant and subgrant agreements in determining the reasonableness, allowability, and allocability of costs.
  - **Source documentation.** Your system should require you to support accounting records with source documentation (e.g., canceled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents).
  - **Cash management.** An adequate system will require you to follow procedures for minimizing the time between the transfer of funds from the U.S. Department of the Treasury and disbursement by recipients and subrecipients whenever advance payment procedures are used. Also, when advances are made by electronic funds transfer, or EFT methods, your system should help you as the recipient to make draw downs as close as possible to the time of making disbursements.
  - **Subrecipient monitoring support.** Your system should involve monitoring of cash draw downs by subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to you as the direct recipient.
- An adequate accounting system for a recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The adequacy of your financial management system may be reviewed as part of the application process or at any time subsequent to the award. For additional information see Subpart D of 2 C.F.R. Part 200.

Block/Formula and Discretionary Awards

To properly account for all awards, recipients should establish and maintain program accounts which will enable separate identification and accounting for:

- Block and formula grant funds expended through subrecipients
- Formula funds utilized to develop a State plan and to pay that portion of expenditures necessary for administration
- Receipt and disposition of all funds (including program income)
- Funds applied to each budget category included within the approved award
- Expenditures governed by any special and general provisions
- Non-Federal matching contribution, if required

For additional information see Subpart D of 2 C.F.R. Part 200.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Total Project Cost Budgeting and Accounting

To ensure adequate fiscal administration, accounting, and auditability of all Federal funds received, your records should be established using the Federal agency "total project cost". This includes all of the following types of funding sources:

- Federal funds
- State funds
- Match
- Program income
- Any other funds received for the program

You should submit budgets based upon the total estimated costs for the project including all funding sources. List anticipated expenditures according to the funding source from which they will be paid. The example below displays one sheet of a sample budget; additional back-up pages will further break out personnel and other costs, as well as the anticipated source(s) for match and program income.

Budget Categories	Federal Award	Non-Federal Amount	Total
Personnel/Direct Labor	$69,732	$22,145	$91,877
Fringe @ 33% Actual	$23,012	$7,308	$30,320
Subtotal	**$92,744**	**$29,453**	**$122,197**
Travel	$4,620	—	$4,620
Equipment	—	—	—
Supplies	$2,970	—	$2,970
Consultants/Contracts	$4,000	—	$4,000
Other	$2,618	—	$2,618
Total Direct Costs	$106,952	$29,453	$136,405
	—	—	—
Indirect @ 10% Modified Direct Costs (MTDC)	$10,695	$2,945	$13,640
Total Project Costs	**$117,647**	**$32,398**	**$150,045**

Commingling of Funds

Although Federal regulations do not require physical segregation of cash deposits, the accounting systems of all recipients and subrecipients must ensure that agency funds are not commingled with funds from other Federal or private agencies.

- You must account for each award separately.
- Recipients and subrecipients are prohibited from commingling funds on either a program-by-program or project-by-project basis.
- Funds specifically budgeted and/or received for one project may not be used to support another.
- If your automated general ledger accounting system cannot comply with this requirement, you should establish a system to adequately track funds according to each budget category.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

FINANCIAL MANAGEMENT TIP

Some programs, such as the Justice Assistance Grant program, require the deposit of funds into a trust fund. In addition, sometimes a high-risk designation will require a recipient to segregate awards into separate bank accounts.

If your accounting system does not make it possible to identify funds and expenditures with a particular program (with the identification supported by source documentation), a site visit or an audit of that program may result in those costs being questioned or disallowed.

Recipient and Subrecipient Accounting Responsibilities

Direct recipients must have established written policies on subrecipient monitoring (2 C.F.R. § 200.331).

Reviewing Financial Operations

- Direct recipients should be familiar with, and periodically monitor, their subrecipients' financial operations, records, systems, and procedures.
- As a recipient, you should direct particular attention to the subrecipient's maintenance of current financial data.
- Please refer to Chapter 3.14 for additional information about subrecipient monitoring.

Recording Financial Activities

- The recipient should record in its financial records in summary form the subrecipient's award or contract obligation, as well as cash advances and other financial activities.
- The recipient should record in its records the expenditures of its subrecipients. Alternatively the subrecipient may file report forms for tracking of its financial activities.
- Non-Federal contributions applied to programs or projects by subrecipients should likewise be recorded, as should any program income resulting from program operations.

Budgeting and Budget Review

- The recipient should ensure that each subrecipient prepares an adequate budget on which its award commitment will be based.
- The detail of each project budget should be kept on file by the recipient.

Accounting for Non-Federal Contributions

- Non-Federal contributions may include in-kind services (donated services such as volunteered time) or cash.
- Recipients should ensure that the requirements, limitations, and regulations pertinent to non-Federal contributions are applied.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Ensuring that Subrecipients Meet Audit Requirements

- Recipients must ensure that subrecipients have met the necessary audit requirements contained in this *Guide* (see Chapter 3.19: Audit Requirements).

For additional information, see 2 C.F.R. § 200.331(f).

Reporting Irregularities

- Recipients and their subrecipients are responsible for promptly notifying the awarding agency and the Federal cognizant audit agency of any illegal acts, irregularities, and/or proposed or actual actions.
- Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
- Please notify the appropriate DOJ awarding agency of any irregularities that occur.

Avoiding Business with Debarred and Suspended Organizations

- Recipients and subrecipients must not award or permit any award at any level to any party which is debarred or suspended from participation in Federal assistance programs.

For details regarding debarment procedures, see the government-wide guidelines for debarment and suspension codified in 2 C.F.R. Part 180, and 2 C.F.R. Part 2867, which adopts the OMB guidance in subparts A through I of Title 2 C.F.R .Part 180, as supplemented by Title 2 Part 2867, as the DOJ policies and procedures for nonprocurement debarment and suspension.

Bonding

- The awarding agency may require adequate fidelity bond coverage where a recipient lacks sufficient coverage to protect the Federal Government interest (see 2 C.F.R. § 200.304).

Contracting with Small and Minority Businesses

Consistent with the national goal of expanding the opportunities for women-owned and minority-owned business enterprises, recipients must take all necessary affirmative steps to ensure that women's business enterprises, minority businesses and labor surplus area firms are used when possible. For more information see 2 C.F.R. § 200.321.

Supplanting

Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose.

- Supplanting will be reviewed during the application process, post-award monitoring, and audit.
- If reviewers think that supplanting may have occurred, then the applicant or recipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
- For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Example

To help clarify the difference between supplementing and supplanting, we provide the following example:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

▶ COPS OFFICE SPECIFIC TIP

For COPS hiring grant programs it is also important to track reductions-in-force and vacancies of locally budgeted positions during the grant award implementation.

Reduction-in-Force – Contact the COPS Office for guidance.

Vacancies – Maintain job announcements and other documentation that demonstrates your agency took active and timely steps to backfill locally funded positions. As a general rule, when both locally budgeted vacancies and COPS funded positions are vacant, hire officers on a 1:1 ratio. Example: hire one COPS funded position for each local position hired to avoid potential supplanting issues and to help ensure timely implementation of the COPS hiring grant.

☑ ACTION ITEM

Where the conduct of a program or one of its components is delegated to a subrecipient, the direct recipient is responsible for all aspects of the program including proper accounting and financial recordkeeping by the subrecipient. The recipient is responsible for the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding of expenditures disallowed by audits.

3.1 PAYMENTS

Using the Grant Payment Request System

Frequently Asked Questions	
Q	What is meant by the term "draw down"?
A	"Draw down" is the term used to describe the process when a recipient requests and receives money under an award agreement.
Q	How does the money reach our organization?
A	Electronic funds transfer from the U.S. Department of the Treasury based on the information you provided on the Automated Clearinghouse (ACH) form.
Q	How do I request payment for my organization's award?
A	Through the Grant Payment Request System, or GPRS.
Q	I tried to draw down funds but the system will not let me. What do I do?
A	We suggest that you follow up in one or more of the following ways: • Check for any error messages you may have received in GPRS and document the error message. Sometimes minor data entry errors will cause error messages. Also, if you need to call Customer Service, having the error messages will assist us in determining how to resolve your issues. • Check to see if all award special conditions, including high-risk special conditions, if applicable, have been met. Many special conditions lead to the withholding of funds until the conditions have been met and cleared through either a Grant Adjustment Notice (GAN) or program manager for COPS Office awards. • Check to see that all Federal Financial Reports (FFRs) and Progress Reports have been submitted. The system has automatic verification features in place that prevent drawdowns if all the required reports have not been submitted. • Call Customer Service.
Q	What if I am not a Financial Point of Contact (FPOC) in the Grants Management System (GMS)? Can I still register for GPRS?
A	No. You must first register in GMS as an FPOC. (Not applicable to COPS Office awards).
Q	How do I register as a FPOC in GMS?
A	Please go to the GMS website at https://grants.ojp.usdoj.gov/gmsexternal to register. Also visit Chapter 2.2: Acceptance of Award and Award Conditions for additional information.

GPRS is the method for requesting payment of award funds. It is an online system that allows you to view your active award balances and history of drawdowns to date. You can access GPRS at https://grants.ojp.usdoj.gov/gprs. The GPRS User Guide [PDF - 2.05 MB] provides information on using GPRS.

Some benefits of the GPRS:

- Ability to view and print a transaction history for an award
- Summary of award information
- Award amount
- Hold amounts
- Last submission of Standard Form 425 (SF-425)
- Ability to cancel pending payment request
- Secure individual login

3.1 PAYMENTS

The username and password used to access GPRS will vary based on the Federal organization that issued your award.

If your award was issued by the Office of Justice Programs (OJP) or the Office on Violence Against Women (OVW), only user(s) within your organization that have been designated as the FPOC for the award in GMS may access GPRS.

- To log in and submit payment requests, the FPOC must first register in GPRS.
- To complete the GPRS registration, the FPOC will need their GMS username and password.
- Once the registration has been successfully submitted, the information will be verified against GMS.
- During this time, the FPOC will not be able to log into GPRS until receipt of an email from GPRS approving his or her access.
- After the FPOC receives the approval email, he or she may log into GPRS using his or her existing GMS username and password.

If your award was issued by the Office of Community Oriented Policing Services (COPS) and you have received a preregistration email from GPRS, then you may log-in to GPRS using the username and temporary password provided in the email. If you have not received a preregistration email, then the person(s) within your organization responsible for payment requests must register in GPRS.

- To register in GPRS for COPS Office awards, you will need to enter the following:
  - A unique username and response to a secret question
  - Name and contact information
  - Vendor number found through the COPS Office Agency Portal
- You must also indicate the awards to which you wish to have access for submitting payment requests.
  Note: You will only be able to submit payment requests for the COPS Office awards selected.
- Once the registration has been successfully submitted, the user and award information will be verified by the COPS Office. During this time, you will not be able to log into GPRS until you receive an approval email from GPRS with your login information. The approval email will also list the COPS Office awards to which you have been given access. If access was denied for any award selected during registration, the rejection reason will be included in the GPRS email.
- After you receive the approval email, you must log into GPRS using the username and temporary password provided in the email within 72 hours and change your temporary password to a permanent password of your choice.

FINANCIAL MANAGEMENT TIP

Recipients with both OJP/OVW and COPS Office awards will be required to maintain two separate accounts in GPRS.

If you have any questions on GPRS, please contact the appropriate grant-making component.

3.1 PAYMENTS

Payment Transaction Timeline

Top Ten Tips for the GPRS Process	
1	Make sure the grant award document has been signed and returned.
2	Be current on all required reports (i.e., FFRs, Progress, etc.).
3	Make sure all special conditions affecting payment have been met.
4	Make sure a signed ACH Enrollment form with current banking information has been submitted.
5	If registering with OJP/OVW, you must be the FPOC in GMS, and have your GMS login ID and password.
6	If registering with the COPS Office, you must provide your assigned vendor number and select the award number(s) you want access to.
7	Know if you are requesting an advance or reimbursement (advances must be spent within 10 days of receipt).
8	Confirm your expenditure dates (the funding request cannot overlap dates used previously).
9	Know the amount you are requesting.
10	Pay attention to any error messages.

The GPRS process and timeline for payment transactions is as follows:

- Awardees access GPRS via the web to request payment of funds.
- Once you have made a request, GPRS checks several items, including but not limited to:
  - Whether funds are available to be drawn on the award;
  - Whether all withholding special conditions have been met; and
  - Whether all required reports have been filed.
- Once GPRS has approved the payment, the information is transmitted to the U.S. Department of the Treasury (Treasury).
- Payment is electronically deposited into your organization's bank account, typically within 72 hours.

The Debt Collection Improvement Act of 1996 states that all eligible recipients of Federal payments must receive funds electronically. In addition to the payment, the bank also receives what is called an addendum record.

The Treasury uses ACH information to transmit payment data using electronic funds transfer to the recipient's designated financial institution. Without a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than $10 million.

If you have a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than $100 million. For questions regarding ACH information on file with DOJ, please contact the OCFO Customer Service Center at 1-800-458-0786 or by email at ask.ocfo@usdoj.gov.

In order to properly close out our books at the end of each month, DOJ does not process payment requests during the month's last 5 business days.

3.1 PAYMENTS

FINANCIAL MANAGEMENT TIP

- Treasury will deposit payments into the bank account designated by your signed and filed ACH form.
- Remember that your FFR and Progress Reports must be current in order to draw down funds.

ACTION ITEM

- Please contact your bank to arrange access to addendum records for your account.
- DOJ strongly suggests that recipients make payment requests before the last 5 working days of each month.
- At the end of the award period, please request draw down for any allowable expenses within 90 days!

Understanding the Withholding of Funds

Under certain circumstances, a grant recipient may be unable to access or draw down funds on an award. The awarding agency may withhold funds from your organization if any of the following conditions exist:

- Program or project goals have not been timely met.
- You have drawn down cash in excess of immediate needs for disbursement.
- Award special conditions or guidelines have not been met.
- Programmatic/financial monitoring, Office of the Inspector General Audits, or single audits revealed serious concerns regarding the administration of the award, subawards, or contracts.
- FFRs, Progress Reports, and/or Audit Reports have not been submitted by the due date.
- You have not initiated closeout of the award within 90 days of the end of the project period.
- You have been designated as a DOJ high-risk grantee.

Draw Only What is Needed

Your organization should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated.

You should time your draw down requests to ensure that Federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within 10 days. If the funds are not spent or disbursed within 10 days, you must return them to the awarding agency.

Fund requests from subrecipients create a continuing cash demand on award balances of the recipient. Recipients should keep in mind that idle funds in the hands of subrecipients will impair the goals of effective cash management.

3.1 PAYMENTS

You should develop written procedures for cash management of funds to ensure that Federal cash on hand is kept at or near zero. DOJ periodically conducts financial reviews to ensure that this requirement is met.

▶ OJP SPECIFIC TIP

A few block grant programs may be drawn down or paid out in a lump sum. Program examples include the Byrne Justice Assistance Grant [JAG] Program, Juvenile Accountability Block Grant [JABG] Program, and State Criminal Alien Assistance Program [SCAAP] awards.

Managing Interest Earned

Both you and your subrecipients should minimize the time elapsed between receiving Federal funds and the disbursement of those funds to pay for program expenses. Various laws and regulations affect how you should account for, use, and return interest income earned on Federal funds to the Federal Government.

Interest earned amounts up to $500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by financial institutions) to assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF, or another federal agency payment system. Please refer to the How to Manage Interest Income table at the end of this chapter for remittance instructions.

Understanding the Cash Management Improvement Act of 1990

The Cash Management Improvement Act of 1990 (Public Law No. 101-453) was an amendment to the Intergovernmental Cooperation Act of 1968 (31 USC § 6503). Under the CMIA, States are no longer exempt from returning interest to the Federal Government for drawing down funds prior to the need to pay off obligations incurred. Rather, States are required to pay interest in the event that the State draws down funds before the funds are needed to pay for program expenses.

Recipients and subrecipients that administer confidential funds may establish different procedures for administering confidential funds to provide quick access to funds to meet the needs of the project. Written policies and procedures must be in place to address confidential funds. Chapter 3.12: OJP's Confidential Funds defines and discusses confidential funds.

The Cash Management Improvement Act of 1990 and other laws will have different impacts on different kinds of award recipients.

3.1 PAYMENTS

How to Manage Interest Income

Award Type	Regulatory Reference	How to Manage Interest Income	Where to Send Interest Income
Non Federal Entities			
All Entities	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503.	Up to $500 in interest may be retained for administrative purposes. Return interest income in excess of $500.	U.S. Department of Health and Human Services. For ACH Returns: RN: 051036706 Acct. #: 303000 Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN For FedWire Returns: RN: 021030004 Acct. #: 75010501 Bank Name and Location: Federal Reserve Bank Treasury NYC/Funds Transfer Division New York, NY (Organizations may incur a charge for this time of payment) Non electronic remittance capability / make check payable to: The Department of Health and Human Services HHS Program Support Center P.O. Box 530231 Atlanta, GA 30353-0231
JAG JABG (OJP only)	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503–42 U.S.C. 3757.	Account for and report as program income. Use for program purposes. Return unused interest income.	Office of Justice Programs Office of the Chief Financial Officer Attn: Accounting Control Branch Washington, D.C. 20531

3.2 PERIOD OF AVAILABILITY OF FUNDS

Availability of Funds

The Department of Justice (DOJ) makes awards for a specified period of time, usually referred to as the award or project period. The award period is established for each award and is included in your award document. Award periods generally range from 12 to 36 months (the period can be shorter or longer depending on the specific program). You should review your award document in detail and pay particular attention to the project start and end dates. In some cases, award periods may be extended if specific criteria are met. See the discussion of no-cost extensions in the Criteria for Award Extension section for more information.

▶ OJP SPECIFIC TIP

Some block/formula awards administered by the Bureau of Justice Assistance (BJA) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) are awarded for the Federal fiscal year of the appropriation plus two additional Federal fiscal years, and some formula grants administered by the Office for Victims of Crime (OVC) are available for the fiscal year of the award plus three additional fiscal years.

Obligation of Funds

An obligation is a legal liability for which funds are committed and disbursement is expected to occur during a specified time period. For example, if you place an order for a piece of equipment to be purchased with award funds, the order is an obligation. See 2 C.F.R. § 200.71 (definition of "Obligations").

Obligations must occur during the project period stated on your award document. An obligation occurs when funds are committed, such as in a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date and up to the last day of the award period. See 2 C.F.R. § 200.309 (Period of Performance).

ⓘ FINANCIAL MANAGEMENT TIP

Obligations must occur during the project period. If you obligate funds (e.g., enter into a contract) prior to the start of the project period, that obligation may not be an allowable expense, unless this was approved in advance by the awarding agency.

Any funds not obligated by the recipient by the end of the award period will lapse and revert to the awarding agency. The obligation deadline is the last day of the grant award period unless otherwise stipulated. No additional obligations can be incurred after the end of the award. For example, if the award period is October 1, 2015 to September 30, 2017, the obligation deadline is September 30, 2017.

3.2 PERIOD OF AVAILABILITY OF FUNDS

Expenditure of Funds

An expenditure is a charge made by a recipient or subrecipient to a project or program for which a Federal award was received. Expenditures may be reported on a cash or accrual basis as long as the methodology is disclosed and consistently used. See 2 C.F.R. § 200.34 (definition of "Expenditure").

All obligations properly incurred by the end of the Federal award must be liquidated no later than **90 days** after the end date of the award. If your award has been properly obligated, you will have the full liquidation period for remaining expenditures. Any funds not liquidated at the end of the **90-day period** will revert to the awarding agency.

The liquidation period exists to allow projects time to receive ordered goods and make final payments. No new obligations may be made during the liquidation period.

Disbursements made by recipients or subrecipients after the end of the award period but within the liquidation period MUST have documentation to demonstrate that the obligation was incurred BEFORE the end of the award period. For example, an invoice paid 25 days after the end of the award period must have an invoice date, purchase order date, or other documentation showing the date services were rendered prior to the end of the award period. Any funds not obligated by the recipient by the end of the award period will lapse and revert to the awarding agency.

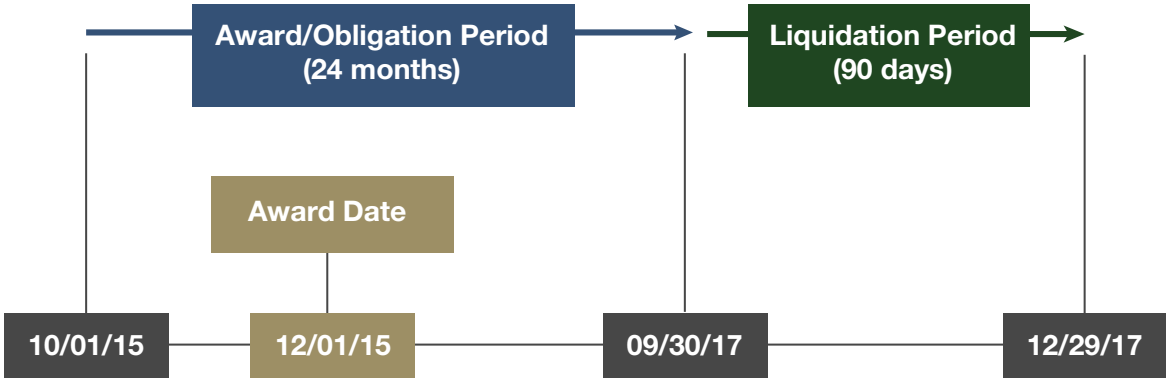
▶ OJP SPECIFIC TIP:

OJP recipients and subrecipients must complete performance during the award or obligation period. Performance as a result of a contract under a block/formula award may be completed during the liquidation period not to exceed 90 days after the end date of the award.

3.2 PERIOD OF AVAILABILITY OF FUNDS

Example of Obligation, Expenditure, and Liquidation Periods

Period	Example
Award/Obligation Period	10/01/15 - 9/30/17
Recipient's Books	10/01/15 – 9/30/17
Federal Books	12/01/15 (Award Date)
Liquidation Period (90 days after award end date)	10/01/17 – 12/29/17



FINANCIAL MANAGEMENT TIP

The Grant Payment Request System automatically freezes funds 90 days after the end of the award!

Criteria for Award Extension

For OJP/OVW awards, requests for a no-cost extension of an award period must be submitted through the Grants Management System (GMS). Recipients are to use the Grant Adjustment Notice (GAN) module in GMS to request the extension.

For COPS Office awards, requests for a no-cost extension of an award period must be submitted through the COPS Agency Portal. Grant recipients may request a no-cost extension to receive additional time to implement the grant program. These extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions.

3.2 PERIOD OF AVAILABILITY OF FUNDS

☑ ACTION ITEM

For OJP/OVW awards, recipients may request a no-cost extension by submitting a GAN at least 30 calendar days prior to the end of the award.

The recipient should act as soon as possible to obtain their organization's approval to submit an extension request and ensure that they submit the GAN via GMS at least 30 days prior to the end of the award period, allowing the program office sufficient time to process the GAN.

For COPS Office awards, a no-cost extension needs to be requested before the award end date, but cannot be requested prior to 90 days before the award end date.

▶ OJP SPECIFIC TIP

Most awards are eligible to be considered for an extension of the award period in response to a GAN request. The request for extension must justify the need for the extension and indicate the additional time required. The grant-making component's ability to grant an extension may be limited by statue for some programs (i.e., funding from OVC under the Victims of Crime Act of 1984 typically may not be extended beyond the year of award plus three subsequent fiscal years).

The criteria for extending the award period for a project or program include the following:

- All applicable Federal Financial Reports and Progress Reports must be on file and current.
- All special conditions attached to the award must be satisfied, except for those conditions that must be fulfilled in the remaining period of the award. This criteria also includes the performance and resolution of audits in a timely manner.
- A narrative justification must be submitted with the project or program extension request. Complete details must be provided, including the justification and the circumstances which require the proposed extension. The recipient must explain the effect a denial of the request will have on the project or program.
- You should receive a response from us within **15 working days** of receipt of the request.

ⓘ FINANCIAL MANAGEMENT TIP

NOTE: The award period will not be extended merely for the purpose of using unobligated funds.

▶ COPS OFFICE SPECIFIC TIP

Request to extend the grant period must be submitted through the COPS Agency Portal and received by the COPS Office before the official award end date. Additionally, the COPS Office will contact your agency during the last quarter of the award period to determine whether a no-cost extension is needed; extensions will not be processed prior to 90 days of the grant end date.

3.2 PERIOD OF AVAILABILITY OF FUNDS

▶ OJP SPECIFIC TIP

To avoid the need to make a request to extend the obligation or expenditure deadline of a block/formula program, it is recommended that all subawards should be completed at least six months prior to the end of the obligation deadline for the award. Justice Assistance Grant (JAG) Program awards have specific requirements for requesting no-cost extensions. The recipient should contact the BJA grant manager for the additional requirements.

Project Extension Guidance

- The maximum extension allowable for any project period is generally 12 months.
- Generally, requests for retroactive extension of project periods will not be considered.
- Generally, only one extension per award will be permitted.
- A request for an extension of the project period of a program beyond 12 months must be justified by circumstances beyond the control of the recipient and subrecipient.
- Extension of the liquidation period may be allowable for awards if approved by the awarding agency (this includes the OVC State Victim Assistance Formula Grant Program and State Victim Compensation Formula Grant Program).

Note: not applicable to COPS Office awards.

3.3 MATCHING OR COST SHARING REQUIREMENTS

Match Requirements

Matching or cost sharing means the portion of project costs not paid by Federal funds (unless otherwise authorized by Federal statute). See 2 C.F.R. § 200.29 (definition of "cost sharing or matching"). Matching requirements vary across the different Department of Justice (DOJ) programs. Recipients should read the award announcement and award notice carefully to understand the specific match requirements applicable to their award. Recipients unclear about the match requirements for their awards should contact their grant manager. For general government-wide rules regarding match, see 2 C.F.R. § 200.306.

Any departure from the program guidelines must receive prior written approval from the DOJ grant-making component.

FINANCIAL MANAGEMENT TIP

Matching funds are restricted to the same use of funds as allowed for the Federal funds. If it is not allowable under the Federal award, it is **not allowable** as match.

OVW SPECIFIC TIP

The OVW STOP Program matching requirements are available at: http://www.justice.gov/sites/default/files/ovw/legacy/2014/02/06/stop-match-requirement-for-formula-grants.pdf.

Frequently Asked Questions (FAQs) are available at: http://www.justice.gov/sites/default/files/ovw/legacy/2014/02/06/consolidated-stop-faqs-bla.pdf

Types of Match

Match requirements are typically stated as a percentage of the total project costs for an award. For example, a 20 percent (20%) match on a $100,000 project would be $20,000, where $80,000 is provided by the Federal Government and $20,000 is provided by the recipient.

There are two kinds of match:

- Cash match (hard) includes cash spent for project-related costs. An allowable cash match must include costs which are allowable with Federal funds, except acquisition of land, when applicable.
- Third party in-kind match (soft) includes, but is not limited to, the valuation of non-cash contributions. "In-kind" may be in the form of services, supplies, real property, and equipment.

For example, if in-kind match is permitted by law, then you can use the value of donated services to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements, provided the recipient of the contributions expends them as allowable costs.

3.3 MATCHING OR COST SHARING REQUIREMENTS

Documentation supporting the market value of in-kind match must be maintained in the award recipient files. Valuation of in-kind match may take one of the following forms:

- Valuation of donated services. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program.
  - **Volunteer services.** Recipient or subrecipient rates for third-party volunteer services must be consistent with those rates ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.
  - **Employees of other organizations.** When an employer other than a recipient or subrecipient furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay plus an amount of fringe benefits, but exclusive of overhead costs. For additional guidance on cost sharing or matching, please review 2 C.F.R. § 200.306.
- Valuation of third party donated supplies, equipment, or space.
  - If a third party donates supplies, equipment, or space, the value must not exceed the fair market value of the property at the time of donation.
- Valuation of third party donated equipment, buildings, and land.
  - If a third party donates equipment, buildings, or land, and title passes to a recipient or subrecipient, the treatment of the donated property will depend upon the purpose of the Federal award.
  - **Awards for capital expenditures.** If the purpose of the award is to assist the recipient or subrecipient in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be counted as cost sharing or matching.
  - If the purpose of the award is to support activities that require the use of the property, normally only depreciation can be charged. However, the fair market value may be allowed, provided that the grant-making component has approved the charges.

Please refer to 2 C.F.R. § 200.306 for more information about types of match and match requirements.

How to Calculate Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient's Share	=	Required Match
Example					
Match Requirement - 80/20 (Federal/Recipient) Federal Award = $100,000					
Step 1	$100,000	÷	80% Federal Share	=	$125,000
Step 2	$125,000	x	20% Recipient's Share	=	$25,000

3.3 MATCHING OR COST SHARING REQUIREMENTS

▶ COPS OFFICE SPECIFIC TIP

If you have a COPS Hiring Grant, you are required to contribute a local match of at least 25% toward the total cost of the approved grant project, unless waived in writing by the COPS Office.

The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the grant award period.

Source and Type of Funds

Cash match (hard) may be applied from the following sources:

- Funds from States and units of local government that have a binding commitment of matching funds for programs or projects (meaning the State or unit of local government has legally appropriated and obligated the funds to you).
- Housing and Community Development Act of 1974, 42 U.S.C. 5301, et seq. (subject to the applicable policies and restrictions of the U.S. Department of Housing and Urban Development).
- Appalachian Regional Development Act of 1965, 40 U.S.C. 214.
- Equitable Sharing Program, 21 U.S.C. §881(e) (current guidelines developed by the U.S. Department of Justice Asset Forfeiture Office apply). Forfeited assets used as match from the Equitable Sharing Program would be adjudicated by a Federal court.
- Program income funds earned from seized assets and forfeitures (adjudicated by a State court, as State law permits).
- Funds contributed from private sources.
- Program income generated from projects and the related interest earned on that program income, provided these projects are identified and approved as part of the budget and award application.
- Funds appropriated by Federal law for the activities of any agency of a tribal government or the Bureau of Indian Affairs for performing law enforcement functions on tribal lands.
- Sources otherwise authorized by law.

Timing of Matching Contributions

Matching contributions do not need to be applied at the exact time or in proportion to the obligation of the Federal funds. However, the full matching share must be contributed by the end of the award period.

ⓘ FINANCIAL MANAGEMENT TIP

Time-phased matching may be required as a special condition by the grant-making component on awards to nongovernmental recipients.

3.3 MATCHING OR COST SHARING REQUIREMENTS

▶ COPS OFFICE SPECIFIC TIP

If you have a COPS Office Hiring Grant, matching funds must be made on an increasing basis during each year of the three-year project with the federal share decreasing accordingly.

The local match must be paid in full during the project period; payments made prior to or after the project period do not qualify as matching funds.

It is highly recommended that cash matching funds are paid during each quarter of the award to ensure the required matching funds are fully paid by the end of the award.

If your agency must withdraw from the project prior to the project end date, your agency is responsible for ensuring that the federal share of funds expended is limited to a maximum of 75% of the total project costs expended.

If you have any additional questions about the timing of your match, please contact your COPS Office Staff Accountant at 800-421-6770.

Records for Match

You and your subrecipients must maintain records which clearly show the source, amount, and timing for all matched contributions.

- In addition, if a recipient or subrecipient has included a match that exceeds the required matching portion within its approved budget, you must include and maintain the records of those additional amounts as if they are a part of the regular match amount.
- The award recipient has primary responsibility for meeting the match requirement and for ensuring subrecipient compliance with the match requirements.
- Your agency must maintain records that clearly demonstrate the amount, source, and when the funds were contributed.
- Recipients are required to report match on the quarterly Federal Financial Report (SF-425/line i)
- Supporting documentation does not have to be provided to DOJ, but such records must be available in the event of an audit or site visit.

☑ ACTION ITEM

The most common error found during the final financial reconciliation and closeout of an award is the failure to properly report matching funds. The full matching share provided (both cash and in-kind) must be reported on the Federal Financial Report (FFR) submitted at the end of the award period. If the matching share is not reported, DOJ will assume the recipient did not meet the required match and will initiate collection of a cash match from the recipient.

3.3 MATCHING OR COST SHARING REQUIREMENTS

Waiver of Match

- For American Indian or Alaskan Native tribes that perform law enforcement functions (as determined by the Secretary of the Interior) for any program or project described in 42 U.S.C. §3752 of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3750–3769 [PDF - 160 Kb] the Federal portion of grant awards shall be 100% of such cost.
- The Office of Juvenile Justice and Delinquency Prevention Administrator may increase the Federal share of your project cost to the extent deemed necessary if:
  - You are part of an American Indian or Alaska Native tribe, and
  - Your tribe does not have sufficient funds to meet the local share of the cost of any program or project award to be funded under Title II of the Juvenile Justice Act.
- The grant-making component will waive any requirement for matching funds (including in-kind) under $200,000 for all awards made to American Samoa, Guam, U.S. Virgin Islands, and Northern Mariana Islands unless otherwise required by law to be provided; and may waive any requirement for matching funds equal to or over $200,000 for all awards made to those territories, or to the Trust Territory of the Pacific Islands. The $200,000 amount is determined on a grant-by-grant basis, not by the aggregate total of all matching requirements applicable to an insular area (48 U.S.C. § 1469a [PDF - 116 Kb]).

Waivers specific to COPS Office awards: To maximize the number of communities that will be able to take advantage of COPS Office funding only a limited number of waiver requests (if any) will be granted to applicants who are able to demonstrate severe fiscal distress.

The COPS Office utilizes the "Fiscal Health" data provided in section 7 of the application with other applicant's waiver request to make a final decision.

Waivers specific to OVW awards: Match may be waived based on demonstration of financial hardship. In addition, awards to victim service providers for victim services or to tribes are subtracted from the Federal award amount for purposes of calculating required match. States may not require tribes or victim service providers to provide matching funds for their projects.

3.4 PROGRAM INCOME

Introduction

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See 2 C.F.R. § 200.80 (definition of "Program Income"). Non-Federal entities are encouraged to earn income to defray program costs where appropriate. See 2 C.F.R. § 200.307(a).

- Depending on guidance provided by the DOJ grant-making component, award recipients can either use program income to advance program objectives or refund program income to the awarding agency. Most types of recipients, absent more specific guidance from the DOJ grant-making component, must use program income to offset total allowable costs, and reduce the Federal award and non-Federal entity contributions (i.e., the deduction method). Institutions of Higher Education (IHE) and non-profit research institutions, absent more specific guidance, may use program income to add to the total allowable costs for the project (i.e., the addition method). See 2 C.F.R. § 200.307(e).
- Program income may only be used for **allowable program costs** and must be **spent prior to draw downs**. See 2 C.F.R. § 200.305(b)5).

▶ OJP SPECIFIC TIP

The draw down restriction **does not** apply to Juvenile Accountability Block Grant (JABG) and Justice Assistance Grant (JAG) awards.

ⓘ FINANCIAL MANAGEMENT TIP

If the cost is allowable under your program award, then it is allowable to apply program income to that cost.

Accounting Processes for Program Income

If you have program income, it must be accounted for up to the same ratio of Federal participation as funded in your project or program. For example:

- A discretionary award project funded with 100% Federal funds must account for and report on 100% of the total program income earned. If the total program income earned was $20,000, the recipient must account for and report the $20,000 as program income on the Federal Financial Report (FFR), SF-425.
- If a recipient was funded by an award at 75% Federal funds and 25% non-Federal (match) funds, and the total program income earned by the grant was $100,000, then $75,000 must be accounted for and reported by the recipient as program income on the FFR.
- Unless otherwise stipulated in the award, any program income earned during the project period but not utilized for the project must be refunded to the awarding agency.
- If authorized by the DOJ grant-making component, costs incidental to the generation of program income that have not been charged to the Federal award may be deducted from gross income to determine program income. See 2 C.F.R. § 200.307(b).

3.4 PROGRAM INCOME

- Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project. (This does not apply to Institutions of Higher Education or non-profit research institutions, unless specified in other guidance or conditions). See 2 C.F.R. § 200.307(e).
- Unless otherwise instructed by the DOJ grant-making component, there are no requirements on the disposition of program income earned after the end of the period of performance of the award.

Examples of Program Income

Royalties

You may keep all royalties received from copyrights or other works developed under projects or from patents and inventions, unless the terms and conditions of the project provide otherwise, or a specific agreement governing such royalties has been negotiated between the awarding agency and the recipient. See 2 C.F.R. § 200.80.

Attorney's Fees and Costs

If you receive income after completion of the project related to a court-ordered award of attorney's fees or costs, it is program income to the extent that it represents a reimbursement for attorney's fees and costs originally paid under the award. This type of program income is subject to the restrictions stated in the award. See 2 C.F.R.§ 200.80.

Registration/Tuition Fees

These types of program income must be treated in accordance with the instructions stated in the project's terms and conditions. See 2 C.F.R. § 200.80.

Asset Seizures and Forfeitures

Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity), and the seizure or forfeiture is directly generated or conducted as a result of the Federal award during the award period. Income received from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money must follow the "Addition Method" of handling program income unless an alternate method is designated in the recipient's award document. The following policies apply to program income from asset seizures and forfeitures:

- Subrecipient program income, with the approval of the recipient, may be retained by the entity organization earning the program income or used by the recipient for any purpose that furthers the objectives of the legislation under which the award was made.
- States or local units of government *may use program income funds from seized and forfeiture assets as match* when assets are given a ruling by a State court, in accordance with the State law. In addition, State and local units of government *may use cash* received under the equitable sharing program for the non-Federal portion (match) of program costs, as provided for in the guidelines established by the DOJ Asset Forfeiture Office, when the assets are judged by a Federal court organization.

3.4 PROGRAM INCOME

▶ OJP SPECIFIC TIP

DNA Testing Fees/DNA Backlog Reduction Program

NIJ grantees may not use DNA Backlog Reduction Program grant funds to generate revenue for their lab or parent agency. If your lab or parent agency receives any revenue for DNA testing and your agency has NIJ DNA Backlog Reduction program awards, you must place the prorated amount of program income back into your award program.

Instructions on how to compute and report on this type of program income are available online at:

http://ojp.gov/financialguide/DOJ/pdfs/DNA_BacklogReductionGuide.pdf
[PDF -35Kb]

An example of how to calculate program income from revenues generated is available online at:

http://ojp.gov/financialguide/DOJ/pdfs/ProgramIncomeCalculator.xlsx
[Excel - 14Kb]

▶ OJP SPECIFIC TIP

Interest Earned on JAG and JABG Funds

Unlike most DOJ funding, JAG and JABG income earned from advances of federal funds is considered program income. See 42 U.S.C. § 3757. Interest income earned should only be spent on allowable purpose areas under these programs. You are required to use all funds within the fixed expenditure period. No extension to the project period will be approved. JAG and JABG recipients are not required to spend program income before spending Federal funds.

Membership Fees

If an organization's only source of income is Federal award funds, then when it receives membership fees, those fees will generally be considered program income.

- When an organization receives non-member income and uses that income to provide services to its members in addition to the federally funded services, then membership income may be considered program income. The amount of membership income considered program income will be in proportion to the amount of Federal and non-Federal funds that the organization receives.
- An organization need not report its membership fees as program income if the fees were received before the organization began to receive Federal award funds, or if they are used to provide member services that are separate and distinct from grant-funded services.

3.4 PROGRAM INCOME

FINANCIAL MANAGEMENT TIP

Fines as a result of law enforcement activities are not considered program income.

Procedures for Recovery of Costs Incurred

In some instances, a State or local law enforcement agency provides information to the Internal Revenue Service (IRS) that substantially contributes to the recovery of Federal taxes owed, with respect to illegal drug-related activities (or money laundering in connection with such activities).

- In these cases, the IRS may reimburse the State or local law enforcement agency for costs incurred in the investigation (including but not limited to reasonable expenses, per diem, salary, and overtime). The total reimbursement will not exceed 10% of the amount recovered.
- If you are part of a State or local law enforcement agency that has provided such information to the IRS, your agency will receive notification from the IRS when monies have been recovered as a result of the information supplied. Following such notification, and based on documentation, your agency will be required to submit a statement detailing the investigative costs it incurred.
- If more than one State or local agency has provided information, the IRS shall equitably allocate investigative costs among the agencies not to exceed an aggregate amount of 10% of the taxes recovered.
- No State or local agency may receive reimbursement for investigative expenses under Internal Revenue Code Section 7624 if reimbursement has been received from another source, such as a Federal or State forfeiture program or under State revenue laws.
- If the information/investigation is performed with awarding agency funds, the reimbursement received from the IRS is considered to be program income and subject to the aforementioned guidelines.

FINANCIAL MANAGEMENT TIP

1. Spend program income prior to requesting additional award funds.
2. With prior approval, supplement the award-supported project with program income dollars.
3. Reduce project costs with program income. (Default rule for most entities.)
4. Return any unused program income funds.

3.5 ADJUSTMENTS TO AWARDS

Grant Adjustment Notice

For OJP and OVW, a Grant Adjustment Notice (GAN) is a request to make a programmatic, administrative, or financial change to a grant. GANs may be submitted by the recipient, grant manager, or automatically generated by the Grant Management System (GMS). All GANs must be submitted electronically through the GAN module in GMS.

For the COPS Office, grant recipients must request to make a programmatic, administrative, or financial modification through the COPS Agency Portal at www.cops.usdoj.gov. For additional information on submitting a grant modification request, please contact your program manager at 800-421-6770.

Once OJP, OVW, or the COPS Office has made a decision on the proposed adjustment, the grantee is sent an email notification that becomes a permanent part of their award file, and the record is updated as appropriate.

Recipients are limited to specific grant award adjustment(s). The following sections describe situations in which recipients must or may initiate a GAN.

▶ OJP/OVW COMPONENT SPECIFIC TIP

After submission of a GAN, OJP and OVW recipients should monitor for returned GANs in case additional information or changes are required. Untimely responses could delay the processing of the GAN. An untimely response may also result in the request being denied, and the grantee having to restart the GAN process. This can be a problem, especially if the request is to extend the grant period and the project end date is near.

▶ COPS OFFICE SPECIFIC TIP

For COPS Office recipients, once your modification request is received, the COPS Office will evaluate the request and notify your agency of a decision in writing via the COPS Agency Portal at www.cops.usdoj.gov. Implementation of the modification may begin following written approval from the COPS Office. Please note that modification approvals for active grants will often be accompanied by a modified award document and/or a modified Financial Clearance Memorandum reflecting the approved changes. If applicable, your agency is required to sign and submit the modified award document via the COPS Agency Portal link to officially accept the grant modification.

Budget Modifications

For OJP and OVW, you **may** initiate a GAN for a budget modification if the request is to modify an approved budget to reallocate funds among the budget categories. This type of GAN can also be used to de-obligate a portion of the award amount; however, the original award amount may not be increased by this procedure.

3.5 ADJUSTMENTS TO AWARDS

OJP and OVW award recipients **must** initiate a GAN for budget modification if:

- The proposed cumulative change is greater than 10% of the total award amount. The 10% rule does not apply to an award of less than $150,000.
- The budget modification changes the scope of the project. Examples include altering the purpose of the project, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of award-supported efforts.
- A budget adjustment affects a cost category that was not included in the original budget. For example, if the direct cost category "Travel" did not exist in the original budget, the adjustment to transfer funds from Equipment to Travel requires a GAN.

COPS Office award recipients may reprogram up to a total of 10 percent of their entire budget (over the course of the award) without submitting a formal budget modification. Once the reprogramming of funds reaches 10% of the award, the recipient must submit a formal budget modification through COPS Agency Portal.

▶ OJP/COPS SPECIFIC TIP

OJP/COPS office recipients must initiate a GAN or a budget modification if there is any dollar increase or decrease to the indirect cost category of an approved budget.

▶ OJP SPECIFIC TIP

For recordkeeping purposes and audit documentation, it is advised to submit a GAN even if the proposed budget modification is less than 10% of the total award amount. This also provides the grant manager with notification.

Changes in the Recipient's Authorized Signing Official and/or Official's Contact Information

For OJP and OVW, you **must** initiate a GAN if you want to make changes to the person who is responsible for authorizing and signing official documents (such as award documents, Standard 424 documents, etc.). The request must include the name, address, phone number, e-mail address, fax number, and title of the new Authorized Signing Official.

For the COPS Office, you may update the authorized signing official and contact information in "Account Access" on the COPS Office website at www.cops.usdoj.gov, or by calling the Response Center at 1-800-421-6770 for technical assistance.

▶ OJP/OVW COMPONENT SPECIFIC TIP

The contact name used on the GAN must exactly match the name in the GMS.

3.5 ADJUSTMENTS TO AWARDS

ACTION ITEM

Many awards require **prior approval** for changes in key staff. See 2 C.F.R. § 200.308(c)2 (requiring prior approval where key staff member is specified in the application or award documents).

Changes to the Scope of the Award

For OJP and OVW, you are not required to initiate a GAN if you make minor changes in methodology, approach, or other aspects of the award to expedite achievement of the award's objectives.

However, you **must** initiate a GAN for changes in scope, duration, activities, or other significant areas.

COPS Office recipients **must** request a modification via the Agency Portal.

These changes include but are not limited to:

- Altering programmatic activities
- Changing the purpose of the project
- Changing the project site
- Experiencing or making changes to the organization or staff with primary responsibility for implementation of the award, contracting out, subawarding (if authorized by law), or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the award
- Changes in scope that affect the budget

FINANCIAL MANAGEMENT TIP

If you are not sure whether your change would be considered a change in scope, contact your grant manager.

Change in Project Period

For OJP and OVW, a request to change the **start date** may be submitted by the recipient or the grant manager. There is no systematic time limit on when a Start Date GAN can be submitted. These requests are rarely approved except for programs that are, by statute, allowed to change the start date based on the draw down date. In general, in order for a Start Date GAN to be approved, you must not have drawn down funds.

For OJP and OVW, a request to change the project **end date** may be submitted by either the recipient or the grant manager no later than 30 calendar days before the project period end date. Any request to change the project end date after that time must be submitted by the grant manager.

For all DOJ grant-making components, a one-time extension for no more than 12 months past the original end date is typically granted. A request to extend the project period for more than 12 months requires additional justification of the circumstances.

3.5 ADJUSTMENTS TO AWARDS

FINANCIAL MANAGEMENT TIP

Some awards have statutory maximum grant periods beyond which they cannot be extended.

Changes to the Organization

For OJP and OVW:

- You **may** initiate a GAN to request a change to the organization's mailing address.
- You **may** initiate a GAN request to change the name and contact information of the recipient or key recipient staff due to a permanent withdrawal, change in staff, or in case of a temporary absence.
- You **must** initiate a request to change the name of a recipient organization on record with DOJ.
- You **may not** initiate a GAN to request a change to the vendor number or the type of organization (e.g., profit vs. nonprofit). Please contact the grant manager regarding changes to the organization.

COPS Office recipients **may** request a change to the organization in the COPS Agency Portal or by calling the Response Center at 1-800-421-6770.

Data Universal Numbering System, or DUNS, Changes

You **may** initiate a GAN to request a change to your organization's DUNS number.

Sole Source Approval

For OJP and OVW, you **must** initiate a GAN to request to enter into a non-competitive contractual relationship with a contractor under a grant where the contracted cost exceeds $150,000. Please see Chapter 3.8: Procurement Under Awards of Federal Assistance for more information.

For the COPS Office, a request to enter into a non-competitive contractual relationship for equipment, technology, or services in excess of $150,000 must be submitted to the COPS Office in writing certifying that the award of a contract through full and open competition is infeasible.

Prior Approval of Certain Costs

You must obtain written prior approval for some costs, as specified in 2 C.F.R. Part 200 (specifically in 2 C.F.R. § 200.407) and as discussed in Chapter 3.6: Costs Requiring Prior Approval. The following are some examples of costs that require a GAN for prior approval:

- Compensation for consultant services in excess of the grant-making component's maximum hourly or daily rate for an 8-hour day - currently $650.
- Publication plans
- Costs incurred prior to the date of the subaward period
- Foreign travel

3.5 ADJUSTMENTS TO AWARDS

Reprogramming of Funds

Recipients may not reprogram their awards to delete or add programs or program activities or move funds from one subrecipient to another without prior approval.

▶ OJP SPECIFIC TIP

Retroactive approval will be considered only in extenuating circumstances. The awarding agency may question/disallow costs, or take other remedies, as appropriate, for unauthorized use of funds.

For general information concerning either the online processing for GANs or processing changes through the COPS Office online Agency Portal, please contact the appropriate grant-making agency.

OJP – email at GMS.helpdesk@usdoj.gov or by phone at 1-888-549-9901
OVW – email at OVW.GMSSupport@usdoj.gov or by phone at 1-866-655-4482
COPS Office – email Agency Portal at askCOPSRC@usdoj.gov or by phone at 1-800-421-6770

3.6 COSTS REQUIRING PRIOR APPROVAL

Introduction

2 C.F.R. § 200.407 sets out costs that require prior, written approval. A list of the most common of these costs for DOJ grantees is also included below. Award recipients must obtain prior written approval for any of these costs. Recipients must also receive prior written approval for costs that contain special limitations (such as expenditure ceilings).

Responsibility for Prior Approval

The DOJ grant-making component reviews all costs requiring prior approval when the recipient is incurring the cost. The direct recipient (or pass-through entity) reviews all costs requiring prior approval when the subrecipient is incurring the cost.

Procedures for Requesting Prior Approval

In general, requests for costs requiring prior approval must be in writing and must include an explanation justifying the expenditure. Contact your grant-making component for specific guidance.

Listing of Costs Requiring Prior Approval

Automatic Data Processing Equipment and Software

You may request to purchase Automatic Data Processing (ADP) equipment; however, the application must be written in a manner consistent with maximum, open, free, and fair competition in the procurement of hardware and services.

You should not specify brand names (see 2. C.F.R. § 200.319(a)(6)) when such ADP equipment includes the following types and requirements:

- Digital, analog, or hybrid computer equipment and automated fingerprint equipment.
- Auxiliary or accessorial equipment, such as data communications terminals, source data automation recording equipment (e.g., optical character recognition equipment and other data acquisition devices), and data output equipment (e.g., digital plotters, computer output microfilms) to be used in support of digital, analog, or hybrid computer equipment, whether cable-connected, wire-connected, radio-connected, or self-standing, and whether selected or acquired with a computer or separately.
- Data transmission or communications equipment that is selected and acquired solely or primarily for use with a configuration of ADP equipment that includes a computer.
- Qualification and exclusions:
  - Analog computers are covered only when being used as support or assistance to a digital computer.
  - Items of ADP equipment that are (a) physically incorporated in a weapon or (b) manufactured under a development contract are excluded from the above definition.
  - Accessories, such as tape cleaners, tape testers, magnetic tapes, paper tapes, disk packs, or anything similar are also excluded.

3.6 COSTS REQUIRING PRIOR APPROVAL

Equipment and Other Capital Expenditures

If you, as a recipient or subrecipient, have received prior approval for expenditures for equipment and other capital assets, including repairs which materially increase the useful life of equipment, then these expenditures are allowable. See 2 C.F.R. § 200.439.

- If you do not fully justify the expenditures for equipment in your budget and budget narrative, the grant-making component may require that the type, quantity estimated, unit, or other information be provided before the final budget can be issued.
- In reviewing equipment acquisition budgets and proposals, the following principles should be followed:
  - No other equipment owned by the recipient/subrecipient is suitable for the project;
  - No luxury vehicles will be approved;
  - If the vehicle request is approved, the vehicle should be reasonable, and the recipients must follow the Internal Revenue Service guidelines;
  - If the vehicle(s) was purchased as part of a unit of government fleet by the State or local central procurement activities, it is generally accepted as reasonable;
  - Federal funds are not used to provide reimbursement for the purchase of equipment already owned by the recipient/subrecipient; and
  - Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.
- An expenditure for equipment purchased for a common pool is generally allowable as a charge to the award at cost value.
- Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.

Pre-Award Costs

Pre-award costs are costs incurred prior to the project begin date and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of the work. Costs are allowed only to the extent that they would be allowed if incurred after the start date of the Federal award and only with prior approval of the DOJ awarding agency. Prior approval is required for pre-award costs:

- Costs incurred prior to the start date of the award may be charged to the project only if the award recipient received written prior approval from the grant-making component.
- Direct recipients may approve pre-award costs for subrecipients if incurred after the start date of the Federal award.

Any and all costs in furtherance of a project which costs occur prior to an award date are at the sole risk of an applicant, and can only be reimbursed to the extent that there is prior approval.

Proposal Costs

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs, and allocated currently to all activities of the

non-Federal entity. Such cost, where proposed as direct costs, require written prior approval from the grant-making component. No proposal costs of a past accounting period will be allocable to the current period. See 2 C.F.R. § 200.460.

Consultant Rates

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

- Each grant-making component periodically establishes a prior approval threshold consultant rate. The current rate for each grant-making component is $650 per day or $81.25 per hour.
- This limit is specified in the terms and special conditions of the award.
- When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the grant-making component. Prior approval requests require additional justification.
- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.
- Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.
- In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260.
  - If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making component, written prior approval must be obtained.
- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.
  - If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.
  - If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

Conference Costs

All conferences (defined broadly to include meetings, retreats, seminars, symposiums, events, and group training activity) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See Chapter 3.10: Conference Approval, Planning, and Reporting for more information.

3.6 COSTS REQUIRING PRIOR APPROVAL

Interest Expense

This expense includes all interest on debt incurred for the following:

- Acquisition of equipment and buildings
- Building construction
- Fabrication
- Reconstruction
- Remodeling (allowable with prior approval)
  - This interest applies only to buildings completed on or after October 1, 1980 for State and units of local government, and on or after September 29, 1995 for nonprofit organizations. See 2 C.F.R. § 200.449.

Foreign Travel

Foreign travel is defined as any travel outside of Mexico, Canada, or the United States and its Territories and possessions. However, for organizations located in foreign countries, foreign travel means travel outside of the organization's country. Some requirements for foreign travel:

- Each separate foreign trip must be pre-approved.
- Direct charges for foreign travel costs are not allowable unless the travel has prior approval from the awarding agency.
- Indirect charges for foreign travel are allowable without prior approval from the awarding agency when they are included as part of a federally approved indirect cost rate and have a beneficial relationship to the project.

Moving Money between Categories

Moving monies into any budget category with a zero dollar amount is not allowable without prior approval from the grant-making component. A budget modification is required. See 2 C.F.R. § 200.308(e).

Confidential Funds

Confidential funds are subject to prior approval.

▶ OJP SPECIFIC TIP

Recipients with a federally-approved indirect cost rate may not transfer funds into or out of the indirect cost category without prior approval. A budget modification is required as indicated in Chapter 3.5 Adjustment to Awards. A copy of the current approved indirect cost agreement from the Cognizant Federal Agency must be attached.

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

Property includes both real property and *personal property*. Real property typically includes things like land and buildings. Personal property includes both *tangible personal property*, which is classified as either *equipment or supplies*; and *intangible personal property*, which includes things having no physical existence, like trademarks, copyrights, and patents. See definitions in 2 C.F.R. § 200.1. Each of these is addressed in further detail below.

DOJ expects recipients and subrecipients of Federal funds to use good judgment when purchasing, managing, and disposing of property paid for by Federal funds. If a recipient or subrecipient uses award funds to purchase new property when suitable property is already available within the relevant organization, this use will be considered an unnecessary expenditure.

FINANCIAL MANAGEMENT TIP

Your organization may use its own capitalization policy for classification of equipment and supplies, but only where it is less than the Federal policy threshold of $5,000.

Equipment means tangible personal property (including information technology systems) having 1) a useful life of more than one year and 2) a per-unit acquisition cost of $5,000 or greater (or your organization's capitalization policy, if it is less than $5,000). If your organization does not have a capitalization policy in place, you must use the Federal policy amount of $5,000.

Supplies are all other items of tangible personal property that are not equipment. This includes computing devices that cost less than $5,000 per unit (or your organization's capitalization threshold, if that is less than $5,000).

Screening and Property Management Systems

Careful screening should take place before purchasing property to ensure that it is needed. Organizations should establish and maintain an effective property management system to avoid incurring property acquisition costs that are later disallowed by the awarding agency (e.g., acquiring unreasonable, duplicative, or unnecessary property). Recommended screening practices include:

- Take stock of the equipment that you have or your subrecipient already has and see if it meets the identified needs.
- Consider establishing a screening committee to make decisions about purchases.
- Utilize effective management techniques as a basis for determining that property/equipment is needed.
- Initiate a screening process to ensure that effective controls are in place for property management.

Equipment Ownership, Use, Management, and Disposition

DOJ recipients must follow the standards and procedures for ownership (title), use, management, and disposition of equipment set out below, with the exception of recipients and subrecipients of Byrne Justice Assistance Grant (JAG) Program formula grant funds from the Bureau of Justice Assistance. JAG award recipients must follow

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slightly different standards and procedures set out in 42 U.S.C. § 3789. (See the "Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds" below).

Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient organization (or, in the case of a subaward, in the subrecipient's organization). The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 C.F.R. § 200.313, and are described below.

Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide*.

Recipients and subrecipients other than States must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

- *Use for other Federal projects*. You or your subrecipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the awarding agency.
- *User fees*. User fees should be considered and treated as program income to the project, when appropriate. See 2 C.F.R. § 200.307 (Program Income). During the time the Federal government retains an interest in the equipment the non-Federal entities must not use equipment acquired with a Federal award to provide services for a fee that is less than private companies charge for equivalent services, unless doing so is specifically authorized by law. See 2 C.F.R. § 200.313(c)(3).
- *Replacement equipment*. When acquiring replacement equipment, you or your subrecipients may use the equipment to be replaced as a trade-in, or may sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding agency.
- *Encumbrances*. A non-federal entity must not encumber equipment acquired under a Federal award without approval of the awarding agency or pass-through entity.

Management of Equipment

A *State* should ensure equipment acquired under a Federal award to the State is managed in accordance with State laws and procedures for property.

Recipients and subrecipients other than States must use procedures for managing equipment (including replacement equipment) acquired in whole or in part under a Federal award, until disposition takes place, that, at a minimum, meet the following requirements:

- ***Property records.*** You must maintain property records that include all of the following information:
  - Description of the property
  - Serial number or other identification number

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- Source of the property, including the federal award identification number
- Identification of the title holder
- Acquisition date
- Cost of the property
- Percentage of Federal participation in the cost of the property
- Location of the property
- Use and condition of the property
- Disposition data, including the date of disposal and sale price

- ***Inventory.*** You must take a physical inventory of the property and reconcile the results with the property records at least once every 2 years.
- ***Maintenance procedures.*** You must establish and use adequate maintenance procedures to keep the property in good condition.
- ***Control system.*** You must have a control system in place with adequate safeguards to prevent loss, damage, and theft.
  - Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. 2 C.F.R. § 200.313 (d)(3).
  - Provide at a minimum, the equivalent insurance coverage for equipment acquired with Federal funds that the non-Federal entity owns. Federally-owned equipment need not be insured unless required by your award. 2.C.F.R. § 200.310.
  - Non-federal entities are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- ***Proper sales procedures.*** If authorized or required to sell the property, the recipient or subrecipient must establish proper sales procedures to ensure the highest possible return.

Disposition of Equipment

A *State* recipient must dispose of equipment acquired under the award in accordance with State laws and procedures.

Recipients and subrecipients other than States must dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project, or for other activities currently or previously supported by a Federal awarding agency, as follows:

- If the item to be disposed of has a current per-unit fair market value of $5,000 or less, you may retain, sell, or otherwise dispose of it with no further obligation to the awarding agency.
- If the item has a current per-unit fair market value of more than $5,000, you may retain or sell it, but the awarding agency will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the awarding agency's share of the equipment (i.e, the agency's percentage of participation in the cost of the original purchase). The seller is also eligible for limited sale and handling costs of $500 or 10% of the proceeds, whichever is less.
- In cases where you or your subrecipient fails to take appropriate disposition actions, the awarding agency may direct you to take other disposition actions.

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Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds

Special rules, set out in 42 U.S.C. § 3789 (a provision of the Omnibus Crime Control and Safe Streets Act of 1968), apply to the ownership, use, and disposition of equipment and supplies purchased with Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG) funds awarded by the Bureau of Justice Assistance (BJA). These rules supersede any conflicting provision of 2 C.F.R. part 200. See 2 C.F.R. Part 2800.

- Title to all equipment and supplies purchased with Byrne JAG funds vests in the criminal justice agency or non-profit organization that purchased the property, if it certifies to the State Office that it will use the property for criminal justice purposes.
- If such certification is not made, title to the property shall vest in the State Office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.
- When equipment is no longer needed for criminal justice purposes, a State should dispose of equipment (for both the State and subrecipients) in accordance with State procedures, with no further obligation to the awarding agency.
- The procedures on *use* and *management* of equipment set out above apply to the extent that they do not conflict with 42 U.S.C. § 3789.

Federal Equipment

When you or your subrecipient is provided federally owned equipment, the following requirements apply:

- Title remains vested in the Federal Government.
- You or your subrecipients must manage the equipment in accordance with the grant-making component's rules and procedures and submit an annual inventory listing.
- When the equipment is no longer needed, you or your subrecipient must request disposition instructions from the grant-making component.

Replacement of Equipment

When an item of property is no longer efficient or serviceable but you continue or your subrecipient continues to need the property in the program or project for which it was acquired, or other programs permitted under 2 C.F.R. § 200.313(c), you or your subrecipient may replace the property through trade-in or sale and subsequent purchase of new property. In this case, the following conditions must be met:

- ***Same function and character.*** Replacement property must serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
- ***Timing.*** Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
- ***Trade-ins.*** When acquiring replacement property, you or your subrecipient may use the property to be replaced as a trade-in. Value credited for the property, if the property is traded in, must be related to its fair market value. You or your subrecipient also may use the proceeds from the sale of the property to offset the cost of the new property.
- ***Subrecipients of States.*** State subrecipients must obtain the written permission of the State to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

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Supplies

For supplies acquired under an award, the title to the supplies vests with you as the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- You or your subrecipient must compensate the grant-making component for its share of residual inventory of unused supplies if both of the following apply:
  - The residual inventory of unused supplies exceeds $5,000 in total aggregate fair market value upon termination or completion of the funding support.
  - The supplies are not needed for any other federally sponsored programs or projects.
    - Compute the compensation amount in the same manner as for nonexpendable personal property or equipment.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

Real Property Acquired With Federal Funds

Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment. See 2 C.F.R. § 200.85. DOJ funds generally cannot be used for land acquisition unless specifically permitted under the awarding program or terms of your award.

Title. Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

Use. Recipients and subrecipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose.

- You should maintain an inventory report which identifies real property acquired, in whole or in part, with Federal funds.
- You should not dispose of or encumber its title or other interests.

Disposition. When real property is no longer needed for the original award purposes, the non-Federal entity should obtain disposition instructions from the grant-making component or pass-through entity, as appropriate. The instructions may allow you to do one of the following:

- ***Retain title after compensating the Federal awarding agency.*** The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- ***Sell the property and compensate the Federal awarding agency.*** The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

3.7 PROPERTY STANDARDS

- ***Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency.*** The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

Retention of Property Records

You must retain records for equipment, nonexpendable personal property, and real property for a period of 3 years from the date of disposition, replacement, or transfer at the discretion of the grant-making component.

- If any litigation, claim, or audit is started before the expiration of the 3-year period, you must retain records until all litigation, claims, or audit findings involving the records have been resolved.

Intangible Property

Intangible property means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible). 2 C.F.R. § 200.59.

Title. Intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity.

Use. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency.

Disposition. When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with 2 C.F.R. § 200.313(e). In general, intangible property with a per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the grant-making component; while intangible property valued above $5,000 may be retained or sold, but the grant-making component is entitled to compensation for its share of participation in the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See 2 C.F.R. § 200.315 for additional detailed rules regarding intangible property.

Copyrights

The award recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

3.7 PROPERTY STANDARDS

Data Produced Under A Federal Award

With respect to data produced under a Federal award, the grant-making component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Freedom of Information Act. Under the Freedom of Information Act (FOIA), the Federal awarding agency may be required to publicly release certain research data related to published research findings produced under a Federal award that were publicly and officially cited by a Federal agency in support of an agency action that has the force and effect of law (e.g., a Federal regulation). In such cases, the Federal awarding agency must request, and the non-Federal entity must provide to the Federal awarding agency, within a reasonable time, the research data requested.

Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, communications with colleagues; trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personal and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study. This "recorded" material excludes physical objects (e.g., laboratory samples).

Research data confidentiality provisions. DOJ regulations at 28 C.F.R. Part 22 set out data privacy and confidentiality requirements, and there may be other protections for research and statistical data in authorizing statutes for your specific program (e.g., 42 U.S.C. § 10604(d) for funds authorized under the Victims of Crime Act of 1984).

Patents, Patent Rights, and Inventions

The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 27 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." 2 C.F.R. § 200.315(c).

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Procurement Standards—General Guidance

The Procurement Standards in the Uniform Guidance at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.326 detail requirements and restrictions imposed on non-Federal entities (i.e., recipients and subrecipients) that use Federal assistance funds to procure property or services needed to carry out the grant-funded project.

For procurement transactions using Federal award funds, the non-Federal entity must use its own documented procurement procedures consistent with applicable State, local, and tribal laws and regulations. Procurement procedures must be formally documented by the non-Federal entity and periodically reviewed to ensure compliance with applicable regulations. A State must follow the same policies and procedures it uses for the State's procurement for its non-Federal funds.

Non-Federal entities must maintain written standards of conduct covering conflict of interest and employee participation in selection, award and administration of contracts. Recipients or subrecipients must also ensure that contractors perform in accordance with the terms, conditions and specifications of their awards. Contracts should only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of proposed procurements. Records that detail the history of all procurements must be maintained and should include, but not limited to:

- Rationale for the method of procurement;
- Selection of contract type;
- Contractor selection and/or rejection process; and
- Basis for the contract prices.

Non-Federal entities are responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement.

As an award recipient or subrecipient you must:

- Have a documented process to check for organizational conflict of interest with potential contractors;
- Have a process in place to ensure that contracts are not awarded to contractors or individuals on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs; and
- Perform a System for Award Management (SAM) review of potential contractors or individuals.

Non-Federal entities' procedures must avoid acquisition of unnecessary or duplicative items. Where appropriate, lease versus purchase analysis should be performed as well as other appropriate analysis for determining the most economical method for obtaining items or services. Recipients are encouraged to use Federal excess and surplus property when possible and to enter into inter-agency or inter-governmental agreements where appropriate to procure common or shared goods and services.

Non-Federal entities must include any applicable provisions found at 2 C.F.R. § 200 Appendix II ("Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") in all contracts made by non-Federal entities (i.e., recipients and subrecipients) under the Federal grant award.

For additional guidance please see the DOJ Guide to Procurement Procedures [PDF - 700 Kb]. (Coming soon)

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

FINANCIAL MANAGEMENT TIP

When conducting procurements using Federal award funds, a subrecipient of a State must use its own documented procurement procedures and must adhere to all applicable requirements found in 2 C.F.R. § 200.318 through 200.326 of the Procurement Standards.

As used in this section (3.8) and elsewhere throughout the *Guide*, the term "non-Federal entity/entities" includes for-profit recipients and for-profit subrecipients of DOJ grant or cooperative agreement funds.

Methods of Procurement

There are several methods of procurement that may be used by recipients and subrecipients including:

- Procurement by micro-purchase;
- Procurement by small purchase procedures;
- Procurement by sealed bids;
- Procurement by competitive proposals; and
- Procurement by noncompetitive proposal.

Competition

As a recipient or subrecipient, you must conduct all procurement transactions in a manner providing full and open competition consistent with the Procurement Standards in the Uniform Guidance. This requirement holds whether procurement transactions are negotiated or competitively bid, and without regard to dollar value. In order to avoid unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

The following situations are considered to be restrictive and should not take place:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience or excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying a "brand name" product instead of allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Written procedures for procurement transactions must ensure that all solicitations incorporate a clear and accurate description of the technical requirements of the material, product or service to be procured. Solicitations should also identify all requirements which offerors must fulfill and all other factors to be used in evaluating bids and proposals.

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Noncompetitive Practices

Non-Federal entities may conduct noncompetitive proposals (or, "sole source" procurement), by procurement through solicitation from only one source when one or more of the following circumstances apply:

- The item or service is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- DOJ or the pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, competition is determined to be inadequate.

Sole Source procurement should be used only when use of competitive solicitation procedures like sealed bids, or competitive proposals are not applicable to the requirement or is impracticable.

All sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $150,000), must receive prior approval from the grant-making component before entering into the contract.

Sole Source Justification Sample Outline

Paragraph	Content
1	Brief description of program and the product or service being procured, to include the expected procurement amount.
2	Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed above. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel
3	Statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.
4	Outline of the unique qualities of the contractor.
5	Other points to "sell the case."
6	Declaration that this action is in the "best interest" of the grantor agency and/or the Federal Government.
7	Conflict of Interest Review
Note: Time constraints will not be considered a factor if the award recipient has not sought competitive bids in a timely manner.	

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

The following "Do's and Don'ts" lists are non-exhaustive and highlight a few elements from the Procurement Standards. To help ensure that recipients conduct procurement transactions in full compliance with the Procurement Standards and other applicable law, the use of these highlights are considered as a starting point only, and should not be relied upon as though they fully cover all aspects of the law, rules, policies, or procurement procedures that may apply to procurement transactions conducted using Federal award funds.

Contracting Do's

1. You must provide for full and open competition consistent with the Procurement Standards.
2. You must develop and incorporate clear and accurate descriptions for technical requirements, specifications, statements of work, or other required documents used in your procurement transactions.
3. You must ensure any prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition consistent with the Procurement Standards.
4. You must make awards under your procurements only to responsible contractors that can perform successfully in accordance with contract terms and conditions.
5. You must maintain records sufficient to detail the history of any procurement action

Contracting Don'ts

1. Don't include unreasonable (or otherwise unjustifiable) requirements in your procurements that would be restrictive of competition.
2. Don't require unnecessary experience or other unnecessary criteria or elements under your procurements that cannot be justified or supported with your procurement procedures and the Procurement Standards.
3. Don't allow for, engage in, or facilitate noncompetitive pricing between firms or affiliated companies under your procurement transactions.
4. Don't forget to include all applicable contract provisions described in Appendix II to Part 200 in any procurement contracts.
5. Don't require unreasonable time frames or performance under your procurements.

OJP Construction Requirements

Qualifications

If you are a recipient or subrecipient considering the use of federal grant award funds for construction, be aware of the following qualifications:

- Costs incurred as an incidental and necessary part of a program for renovation, remodeling, maintenance, and repair costs that do not constitute capital expenditures are generally allowable, but may be subject to provisions, including restrictions or limitations, contained in program-authorizing legislation.
- The total cost of a construction project includes the cost of site preparation and demolition of existing structures. You must apply to the project any proceeds (program income) realized for site preparation activities (e.g., salvage value of structures demolished or proceeds from the sale of timber). Use these proceeds to reduce the total cost of the construction project.

- You must pay relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601-4655.
- OJP will not obligate funds for construction until you have contacted and assisted us in satisfactorily completing any applicable OJP procedures by complying with the National Historic Preservation Act, the National Environmental Policy Act, and other related Federal environmental impact analysis requirements.

FINANCIAL MANAGEMENT TIP

All income earned that is generated as a direct result of a federal-grant-funded project during the grant's period of performance is considered program income (see Chapter 3.4).

Special Fiscal Conditions for Construction Projects

The DOJ grant-making component or recipients (e.g., pass-through entities such as States) may accept the bonding policy and requirements of recipients or subrecipients, respectively, if they adequately protect the Federal interest. If DOJ or the pass-through entity determines that a recipient or subrecipient, as applicable, does not have adequate bonding policies and requirements that protect the Federal interest, the DOJ grant-making component or pass-through entity must require all of the following, consistent with 2 C.F.R. § 200.325:

- A bid guarantee equivalent to 5 percent of the bid price.
  - The bid guarantee must consist of a firm commitment—such as bid bond, certified check, or other negotiable instrument accompanying a bid—as assurance that the bidder will, upon bid acceptance, execute such contractual documents as may be required within the time specified after the forms are presented.
- A performance bond on the part of the contractor for 100 percent of the contract price.
  - A performance bond is a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
- A payment bond on the part of the contractor for 100 percent of the contract price.
  - A payment bond is a bond executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

FINANCIAL MANAGEMENT TIP

The customary fixed fee or profit allowance in cost-type contracts may not exceed 10 percent of the total estimated costs. This rule applies to procurement contracts executed under grants.

Guarantee of Payment of Money

In situations where the Federal Government guarantees the payment of money borrowed by a recipient or subrecipient, the State may, at its discretion, require bonding and insurance to protect the interest of the Federal Government.

- If a project is considering construction of facility improvements for less than $100,000 and the subrecipient does not have any requirements for bid guarantees, performance bonds, and payments bonds, the subrecipient must meet the requirements of the State.

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Executive Order 13202

Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and subrecipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. If you are one of these people or an employee of one of these organizations, then you must ensure that the bid specifications, project agreements, and other controlling documents do not:

- Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
- Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

3.9 ALLOWABLE COSTS

Introduction

Allowable costs (for all non-Federal entities, other than for-profit entities and hospitals) are those costs consistent with the principles set out in the Uniform Guidance 2 C.F.R. § 200, Subpart E, and those permitted by the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute and agency requirements. This chapter highlights certain elements of allowable costs. For more information about specific factors that affect whether costs are allowable, refer to 2 C.F.R. § 200, Subpart E, including the list of specific items of cost in 2 C.F.R. § 200.420 through 200.475.

Set out below is additional guidance on cost categories and selected items of cost that are often relevant to DOJ awards.

Compensation for Personal Services

Limit on Use of Award Funds for Employee Compensation

You may not use Federal grant funds to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110 percent of the annual maximum 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.

▶ OJP SPECIFIC TIP

With respect to the limitation, compensation for salary plus bonuses are applicable to any award of more than $250,000.

The 2015 salary table for SES employees is available on the U.S. Office of Personnel Management's 2015 Executive and Senior Level Employee Pay Tables web page.

A recipient may compensate an employee at a higher rate, provided the amount in excess of the limitation is paid with non-Federal funds. For employees who charge only a portion of their time to an award, the allowable amount to be charged to that award is equal to the percentage of time worked on the grant times the maximum salary limit (110% of SES salary).

▶ OJP SPECIFIC TIP

The Assistant Attorney General for OJP (or, for certain awards, the official listed in the applicable program solicitation) may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget. The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

3.9 ALLOWABLE COSTS

FINANCIAL MANAGEMENT TIP

Any additional compensation beyond 110 percent of the U.S. Government SES level will not be considered matching funds where matching requirements apply.

Support of Salaries, Wages, and Fringe Benefits

Charges made to Federal awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. See 2 C.F.R. § 200.430.

- Charges must be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable and properly allocated.
- Documentation for charges must be incorporated into the official records of the organization.
- Support must reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies.
- Where grant recipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- In cases where two or more grants constitute one identified activity or program, salary charges to one grant may be allowable after written permission is obtained from the awarding agency.

FINANCIAL MANAGEMENT TIP

Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed.

OJP SPECIFIC TIP

- Added Work
  As a recipient or subrecipient, you may employ a State or local government worker to complete tasks in addition to his or her full-time job, provided the work is performed on the employee's own time and:

  You pay him or her compensation that is reasonable and consistent with that paid for similar work in other activities of State or local government;

  The employment arrangement is approved and proper under State or local regulations (e.g., no conflict of interest); and

  The time and/or services provided are supported by adequate documentation.

3.9 ALLOWABLE COSTS

Overtime Compensation

Recipient and subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week (usually 40 hours).

- Payment of more than occasional overtime is subject to periodic review by the awarding agency.
- In addition, overtime compensation is typically reviewed during site visits and audits.

Executives, such as the president or executive director of an organization, may not be reimbursed for overtime or compensatory time under grants and cooperative agreements.

Overtime payments are allowable, unless otherwise restricted (i.e. by your federal award or program guidance) only to the extent that payment for such services is in accordance with the policies of the organization. The overtime premiums should be prorated among all jobs or activities and not be charged exclusively to the Federal award unless permitted by the specific program.

FINANCIAL MANAGEMENT TIP

In no case is dual compensation allowable. That is, an employee may not receive compensation from his/her organization AND from an award for a single period of time (e.g., 1 to 5 p.m.), even though such work may benefit both activities.

Conferences and Workshops

Allowable costs for conferences **may** include amounts you pay for the following:

- Conference or meeting arrangements
- Publicity
- Registration
- Salaries of personnel
- Rental of staff offices
- Conference space
- Recording or translation services
- Postage
- Telephone charges
- Travel expenses (this includes transportation and subsistence for speakers or participants)
- Lodging (restrictions apply—please see below)

3.9 ALLOWABLE COSTS

▶ OJP SPECIFIC TIP

All contracts under an award funded by OJP awards for events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, as the recipient, you would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is $78 per night, and the event lodging rate is $100 per night, you would be required to pay the full $100 per night, not just the difference of $22 per night.

Travel

Travel expenses are allowable costs for employees who are in travel status on official business related to the award. These costs must be reasonable and in accordance with the organization's established travel policy. In absence of an established travel policy, the organization must comply with the Federal travel regulations. See 2 C.F.R. § 200.474.

- The DOJ awarding agency reserves the right to determine the reasonableness of an organization's travel policy.
- Subrecipients of States must follow their State's established travel policies.
- If a State does not have an established travel policy, the subrecipient must abide by the Federal travel policy including per diem rates.
- The current travel policy and per diem rate information is available at the Per Diem rates section of the U.S. General Services Administration (GSA) website

Foreign travel is defined as any travel outside of Mexico, Canada and the United States and its Territories and possessions.

- For an award recipient or subrecipient located outside Mexico, Canada and the United States and its Territories and possessions, foreign travel means travel outside that country.
- Prior approval is required for all foreign travel (see Chapter 3.6).

Project Site

The cost of space in privately or publicly owned buildings used for the benefit of the project is allowable subject to the conditions stated below:

- The total cost of space does not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- The cost of space procured for project usage is not charged to the program for periods of non-occupancy without authorization of the grant making component.
- The rental cost for space in a privately owned building is allowable. Rental costs may not be charged to the grant if the recipient owns the building or has a financial interest in the property. However, the cost of ownership is an allowable expense.

3.9 ALLOWABLE COSTS

- Cost of ownership expenses for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed.
- Ownership expenses must be determined on the basis of actual cost (including depreciation based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- Rental costs may not be charged for building purchases or construction originally financed by the Federal Government.
- Costs for rental of any property (to include commercial or residential real estate) owned by individuals or entities affiliated with the recipient or subrecipient for purposes such as the home office workspace, are unallowable. The cost of related utilities is also unallowable.

The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and maintenance, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.

Costs incurred for rearrangement and alteration of facilities required specifically for the award program, or that materially increase the value or useful life of the facility, are allowable when specifically approved by the awarding agency. See 2 C.F.R. § 200.462.

Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by the Federal awarding agency. See 2 C.F.R. § 200.446.

The cost of space procured under rental-purchase or a lease-with-option to purchase agreement is allowable when specifically approved by the awarding agency. This type of arrangement may require application of special matching share requirements under construction programs.

Printing

The cost of electronic and print media, including distribution, promotion, and general handling, are allowable. If these costs are not identifiable with a particular project or cost activity, the costs should be allocated as indirect costs to all benefiting activities of the organization.

Pursuant to the Government Printing and Binding Regulations, no project may be awarded primarily or substantially for the purpose of having material printed for the awarding agency. The Government Printing and Binding Regulations allow:

- The issuance of a project for the support of non-Government publications, provided such projects were issued pursuant to an authorization of law, and were not made primarily or substantially for the purpose of having material printed for the awarding agency.
- The publication of findings by recipients/subrecipients within the terms of their project provided such publication is not primarily or substantially for the purpose of having such findings printed for the awarding agency.

See 2 C.F.R. § 200.461.

3.9 ALLOWABLE COSTS

Publication

Guidance for publication costs is set out in 2 C.F.R. § 200.461. To be considered allowable, publication costs must be incurred for work done according to a process that the recipient has described in writing. This process should include writing, editing, and preparing the illustrated material (including videos). Alternatively, it may include only the internal printing requirements from the recipients/subrecipients in accordance with the terms of the project.

- DOJ has authorized any recipient or subrecipient employee to make or have made by any means available to him or her, without regard to the journal copyright and without royalty, a single copy of any such article for his or her own use.

Recipients are encouraged to make the results and accomplishments of their activities available to the public. Recipients publicizing project activities and results must adhere to the following parameters:

- Responsibility for the direction of the project activity should not be ascribed to the grant-making component.
  - The publication must include the following statement: "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 or grant-making component."
  - The publication must not convey DOJ's official recognition or endorsement of the recipient's project simply based on having received funding.
  - Recipients may file a separate application with the grant-making component requesting official recognition.
- In all materials publicizing or resulting from award activities, you must acknowledge awarding agency assistance. An acknowledgement of support shall be made through use of the following or comparable footnote:
  - "This project was supported by Award No.XXXXX awarded by the (name of specific office/bureau), Department of Justice."
- You and any subrecipient are expected to publish or otherwise make widely available to the public, as requested by the awarding agency, the results of work conducted or produced under an award.
- All publication and distribution agreements with a publisher must include provisions giving the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes (see Chapter 3.7). The agreements with a publisher should contain information on the awarding agency requirements.
- Unless otherwise specified in the award, recipients/subrecipients may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material will be subject to the same provisions giving the Federal Government a license as described above.
- You shall submit a publication and distribution plan to the awarding agency before materials developed under an award are commercially published or distributed.
  - The plan must include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and—to assure reasonable competition—the identification of firms that will be approached.
  - Recipients/subrecipients must obtain prior agency approval of this plan for publishing project activities and results when it uses Federal funds to pay for the publication.

3.9 ALLOWABLE COSTS

▶ OJP SPECIFIC TIP

Recipients/subrecipients are permitted to display the official awarding agency logo in connection with the activities supported by the award, with the prior approval of the awarding agency. In this respect, the logo must appear in a separate space, apart from any other symbol or credit.

The words "Funded/Funded in part by DOJ" shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the awarding agency.

Duplication

If recipients/subrecipients need to duplicate less than 5,000 units of only one (1) page, or less than 25,000 units in the aggregate of multiple pages, of its findings for the awarding agency, DOJ will not consider this duplication to constitute printing primarily or substantially for the awarding agency (e.g., 5,000 copies of 5 pages, etc.). Duplicated pages may not exceed a maximum image size of 10¾ by 14¼ inches.

Other Allowable Costs

- Recipients can expense costs associated with software development in the period the costs are incurred, subject to the limits outlined in the budget and budget narrative.
- Recipients may not use an accelerated method to calculate depreciation without clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portion than in the later portion of its useful life.
- Post-employment benefits are allowable costs if funded in accordance with actuarial requirements.
- In accordance with 2 C.F.R. § 200.428, costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect cost, as appropriate.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

For OVW recipients, Conference Approval, Planning and Reporting guidance is available here.

Introduction

The purpose of this section is to provide guidance to OJP/COPS Office grantees (including cooperative agreement recipients and subrecipients) and contractors that conduct training sessions, meetings, or conferences.

For purposes of this chapter (OJP/COPS Office Conference Approval, Planning, and Reporting) references to "contractor" means a Federal contractor, unless context indicates otherwise. Click here to sign up for email notifications for any changes to the Conference Cost Policy pages: Email Notification (Click to Subscribe)

What's New

Conference Policy Last Updated March 18, 2013

- **"When No Prior Approval is Required" page published with checklist to help recipients determine which events are exempt from the prior approval process.**
- **Guidance on application of indirect cost rates to conference costs.**
- **New FAQs.**
- **Delinquent reports may result in a hold on remaining award funds.**

Policy Overview

All conferences (defined broadly to include meetings, retreats, seminars, symposia, events, and group training activity) conducted by cooperative agreement recipients or contractors funded by OJP/COPS Office must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests for conferences costing $100,000 or less and not exceeding any cost thresholds must be submitted a minimum of 90 days in advance of the start date. All conferences costing more than $100,000 or exceeding any one cost threshold must be submitted a minimum of 120 days in advance of the start date. See the Prior Approval Required section for more information.

In addition, cooperative agreement recipients and contractors conducting conferences that cost more than $20,000 must report actual conference expenses within 45 days after the last day of the event. See the Post-Event Reporting section for more information.

No hotel/venue or audio-visual contracts may be entered into before such prior approval has been obtained in writing from OJP/COPS Office.

Grants

Conferences conducted by grant recipients do not require prior approval. However, grant recipients must ensure compliance with the food/beverage, meeting room/audio-visual, logistical planner, and programmatic planner limitations and cost thresholds. (Note – if you do not have a "K" in the last 4 characters of your award number, your award is a grant.)

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Cooperative Agreements

Cooperative agreement recipients must receive written prior approval for all conferences. Cooperative agreement recipients may not proceed with a conference until appropriate approval has been received, must comply with the approval process regarding logistical conference planning (see section on logistical conference planning), and must keep their program manager informed of all decisions being made during the conference planning process. (Note – if you have a "K" in the last 4 characters of your award number, your award is a cooperative agreement.)

Contracts

Contract recipients must receive written prior approval for all conferences.

Cost Thresholds

Cost thresholds and limitations are in place for the following items:

- Meeting room/audio-visual services (lesser of $25 per day per attendee or $20,000)
- Logistical planners (lesser of $50 per attendee or $8,750)
- Programmatic planners (lesser of $200 per attendee or $35,000)
- Food and beverage (generally not allowed)
- Refreshments (generally not allowed)

While there are exceptions to these thresholds and limitations, they are rare and require extraordinary justification as well as approval outside and above OJP/COPS Office. See the Conference Costs and Prior Approval Required sections for more information.

Definitions

The following definitions pertain specifically to conference costs. Additional definitions can be found in the Glossary of Terms, Appendix 5.2. See 41 C.F.R. § 300-3.1 for a glossary of travel terms.

Agenda means a *formal agenda* that provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and/or beverages will be provided.

Conference is defined broadly, and includes meetings, retreats, seminars, symposia, and training activities. See 2 C.F.R. § 200.432 for general cost principles that apply to conferences.

- A conference typically is a prearranged formal event with at least some of the following characteristics: designated participants and/or registration; a published substantive agenda; and scheduled speakers or discussion panels on a particular topic.
- A conference typically is not a routine operational meeting, a law enforcement operation or prosecutorial activity in connection with a specific case or criminal activity, a testing activity, or a technical assistance visit. Please refer to the definitions of these set out below to decide whether your event requires prior approval and reporting under this guidance.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Conference costs and conference expenses mean all costs using DOJ funds associated with planning, hosting, sponsoring, or otherwise holding any conference, including all of the categories of costs listed below:

- Conference meeting space (including rooms for breakout sessions)
- Audio-visual equipment and services
- Printing and distribution
- Meals provided at the event (generally unallowable)
- Refreshments (generally unallowable)
- Meals and incidental expenses (M&IE portion of per diem)
- Lodging
- Air travel to/from conference
- Local transportation (e.g., rental car, privately owned vehicle to-and-from-the airport, taxi)
- Logistical conference planner
- Programmatic conference planner
- Trainers, instructors, presenters, or facilitators
- Other costs which must be identified individually
- Staff time associated with planning and holding the conference
- Indirect costs/overhead rates applied to direct costs associated with the conference (In accordance with negotiated agreements, all indirect costs associated with a conference must be applied to the above categories as appropriate and reported as conference costs.)

Law enforcement operation means events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations. For example:

- A meeting between the police department and local trafficking service providers related to an impending raid on a labor trafficking site would be a law enforcement operation.
- However, a conference about human trafficking that brought together the police department and local trafficking service providers to train, discuss their overall trafficking initiatives, and develop professional relationships, would not be a law enforcement operation.

A **routine operational meeting** typically does not have a formal published agenda, scheduled speakers, or discussion panels, and is defined as an event where the:

- Primary focus is the recipient's day-to-day operations and concerns (e.g., staff meetings, all hands meetings);
- Attendees overwhelmingly are internal to the organization holding the meeting; and
- Answer to all ten questions on the checklist on the No Prior Approval Required page is "No."

Technical assistance visit means travel by an individual or a small group of grantee/contractor staff members or consultants to provide training or technical assistance to a particular entity, where there are no costs to DOJ funds for meeting rooms, conference planning, or trinkets. Reasonable travel costs (lodging, transportation, local transportation, audio-visual, printing, and meals and incidental expenses [M&IE]) for technical assistance staff may be reimbursed.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Testing activity means an event where the primary purpose is to evaluate an individual's qualifications to perform certain duties necessary to perform his or her job. The most common examples include events held for firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

Federal facility means property or building space owned, leased, or substantially controlled by the Federal Government or the government of the District of Columbia.

Non-Federal facility is any facility that is not a Federal facility. State and local facilities are considered "non-federal facilities". For further clarification see 5 U.S.C. § 4101(6).

Logistical conference planners perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and arranging for audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions.

Programmatic conference planners develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants.

Total Costs are defined as direct and indirect costs.

Per Attendee means *all* attendees, federal and non-federal.

Subaward/Subcontract includes any agreement under which the award recipient outsources work, goods, or services related to the conference; indirect cost rates may only be allocated to the first $25,000 of each such agreement. See 2 C.F.R. § 200.330; 2 C.F.R. § 200 Appendix III C.2 (IHE); 2 C.F.R. § 200 Appendix IV. B.2.c (non-profits); and 2 C.F.R. § 200 Appendix VII C.2.c (State and local).

No Prior Approval Required

Prior approval is not required for the following types of award recipients and/or activities.

Grantees Who Do NOT Have a Cooperative Agreement Type of Grant Award

Reasonable conference-related activity costs are allowable uses of OJP/COPS Office funding as long as the grant budget has been approved by OJP/COPS Office. Meals, refreshments, and trinkets generally are not allowable.

- OJP/COPS Office does not require non-cooperative agreement grantees to obtain additional prior approval from OJP/COPS Office for specific conference costs.
- Cost limits apply. Even though prior approval of most conference costs by OJP/COPS Office is not required, OJP/COPS Office expects grantees to make every effort to stay within the cost limitation thresholds on meeting space, audio-visual equipment/services, and conference planning, as set out in this guidance. Where grantees plan to exceed (or do exceed) these cost limitations, they must maintain adequate documentation that such costs were reviewed by the grantee through some internal process, and that the costs were determined to be justified by the grantee. This documentation will be subject to review during monitoring and audits.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

☑ ACTION ITEM

In very limited circumstances, grantees may seek prior approval for an exception to provide meals, refreshments, or trinkets with grant funds. OJP/COPS Office rarely approves such requests.

Operational Meetings and Technical Assistance

In response to questions regarding what qualifies as operational meetings and technical assistance visits, OJP/COPS Office developed a checklist to alleviate some of the uncertainty regarding whether an event requires prior approval. Incorporated onto the top of Sheet A of the Conference & Events Submission Form are ten questions. If the answers to all of the ten questions are "No," the event does not require prior approval:

1. Is the cost of the event greater than $20,000?
2. Are there meeting room costs?
3. Are audio-visual costs greater than $25 per attendee or more than $1,000 in total?
4. Are there any food and beverage costs?
5. Did the request for the meeting come from multiple jurisdictions or agencies?
6. Do the participants represent multiple agencies that are not co-located or joined by an agreement (e.g., task force with MOU)?
7. Are there trinkets being purchased?
8. Is there a formal published agenda?
9. Are formal discussions or presentation panels planned?
10. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging for a small number of individuals?

The above checklist should be utilized to assist with questions regarding the definition and differences between technical assistant visits and trainings. If the answers to the above questions for an event are all "No" it does not require prior approval.

Law Enforcement Activity

Events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations, do not require prior approval.

Training or Speaking at a Non-DOJ-Sponsored Conference

Providing training at or speakers for a non-DOJ-sponsored conference, but not contributing to overall conference planning or costs is generally considered a technical assistance event. These events do not require prior approval if the answer to all the following questions is "No":

1. Is the cost of the event greater than $20,000?
2. Are there meeting room costs that will be paid for with DOJ federal or match funds?

3. Are the audio-visual costs (if any) greater than $25 per attendee or more than $1,000 in total for this specific event?
4. Are there any food and beverage costs that will be paid for with federal funds? (does not include per diem reimbursements to grantee staff or consultants)
5. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging?
6. Is any other type of participation being provided in the event (e.g., exhibit booth sponsorship, overall conference sponsorship, sponsorship or provision of non-workshop good/services)?

Note: Providing multiple speakers to a conference (generally exceeding $20,000 in total costs) or providing other types of direct or indirect support (e.g., sponsoring an exhibit booth using federal funding) that offsets the costs of the non-DOJ sponsored conference hosted by a third-party may be considered a federally-funded "sponsor," which some may construe as OJP/COPS Office-sponsorship of the overall conference. For these reasons, OJP/COPS Office may require these types of situations be approved as a "DOJ-sponsored" event, on a case by case basis.

Testing Activity

The primary purpose is to evaluate an individual's qualifications to perform certain duties necessary to his or her job. The majority of the event must be devoted to the administration and taking of the test. The most common examples include events held for firearms and weaponry proficiency testing and certification. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

Video Conferences and Webinars

Webinars and video conferences do not require prior approval if there are no costs for logistical conference planning or for Government-provided food or beverages.

Prior Approval Required

Prior approval is required for the following types of award recipients and/or activities.

Grantees Who Have a Cooperative Agreement Type of Grant Award

Cooperative agreement recipients must seek and obtain OJP's/COPS Office's prior written approval for each event held with OJP/COPS Office funds, and for all conference costs associated with that event that are paid by OJP/COPS Office funds.

- No conference (regardless of the number of attendees) can proceed, nor can conference-related contracts (e.g., hotel contracts and travel arrangements/reservations) be signed, or conference implementation funding be obligated/work authorized (whether performed by cooperative agreement staff or outside staff), until the cooperative agreement recipient has obtained DOJ's approval in writing.
- Approval of the overall cooperative agreement proposal or budget does not grant prior approval to use federal funds for events anticipated in the budget.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

- The reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request are allowable without prior approval by OJP/COPS Office. However, cooperative agreement recipients should work with the relevant program office to ensure that any costs authorized are reasonable and minimal.
- Those entities with conference planning contracts providing support for planning as well as implementation logistics should only authorize the tasks absolutely necessary to identify the most cost-effective conference locations/services, and to prepare and negotiate cost proposals for submission to DOJ.

Contracts

Contractors must seek and obtain OJP's/COPS Office's prior written approval for each event held with OJP/COPS Office funds, and for all conference costs associated with that event that are paid with OJP/COPS Office funds.

Timing of Requests for Prior Approval

Event Parameters	Mandatory Timeframe for Prior Approval Request
Conferences costing **$100,000 or less, and not exceeding any cost thresholds** (conference space & audio-visual equipment/services, logistical conference planner, and programmatic conference planner)	Requests **must** be submitted to OJP/COPS Office **90 calendar days** in advance of the earliest of the following: • Start date of the conference; • Deadline for signing conference-related contracts, or • Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request.)
Conferences costing **over $100,000, or exceeding any one cost threshold** (conference space & audio-visual equipment/services, logistical conference planner, or programmatic conference planner)	Requests must be submitted to OJP/COPS Office **120 calendar days** in advance of the earliest of the following: • Start date of the conference; • Deadline for signing conference-related contracts, or • Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

☑ ACTION ITEM

OJP/COPS Office may, at its sole discretion, consider prior approval event requests that are submitted late, but cannot assure that such requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP/COPS Office.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Submitting an Event Request

All cooperative agreement and contract recipients must complete the Conference & Events Submission Form and obtain OJP's/COPS Office's prior written approval for each event held with OJP/COPS Office funds. Each submission must contain all the applicable information (e.g., start date, end date, conference planner, M&IE) to assist in a thorough review. The recipient must provide justification where required by the form. If additional space is needed, please add a tab to the form. All supporting documentation should be embedded and included within the spreadsheet file. This ensures one file per submission, reduces the number of questions, and reduces the possibility of necessary information getting lost or separated from the main submission file. Note: Supporting calculations and agendas (submitted on a separate tab) must be included in all submissions.

To obtain a blank copy of the form click here.

Submitting a Blanket Request

A Conference & Events Submission Form may be completed to host a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the same fiscal year. The recipient must first estimate the average cost of each event and select the highest cost from each event to complete the submission form. Click here to obtain instructions for submitting a blanket request.

Submit completed prior approval requests on the Conference & Events Submission Form to the following email addresses:

Bureau of Justice Assistance (BJA): BJAConferencereport@usdoj.gov
All other OJP Bureaus and Offices: OJPConferencecosts@ojp.usdoj.gov
COPS Office: COPSConferencecosts@usdoj.gov

Prior Approval Submission Issues

- The conference has not occurred and additional costs have been identified.
  - If additional costs not represented in the submitted prior approval request are estimated to exceed 10% and $1,000 of the original prior approval amount in any conference cost category or in total, the contractor/cooperative agreement recipient should submit an amended conference request form containing the new amounts for prior approval.
  - If the conference now exceeds $100,000 in total costs, or if any cost category thresholds are exceeded, additional review is required beyond OJP/COPS Office. The new request for prior approval should be submitted 120 days prior to the conference date. If the resubmission is outside of that timeframe, OJP/COPS Office may not have adequate time for the review and approval process.
- Conference was not approved in advance.
  - If the conference has occurred without advance approval, the contractor/cooperative agreement recipient must submit the required conference approval form with detailed justification as to why the event was not submitted for advance approval. The conference approval form must be reviewed/approved by the bureaus and program offices. OJP/COPS Office may, in its sole discretion, consider approving the event retroactively. If OJP/COPS Office considers costs ineligible for approval, the costs will be unallowable.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

- Cost estimates.
  - Cooperative agreement and contract recipients must provide detailed cost estimates for each conference cost category (e.g., lodging rate per attendee, itemized audio-visual cost, transportation). Cost comparisons should be conducted to minimize costs of contracts for services, unless a specific provider is required by a facility. See Location Selection for a discussion of facility and venue selection.

Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- Actual or estimated costs.
  - Recipients must provide actual costs where possible, but may provide estimates for purposes of submitting requests for prior approval. For post-event reporting, actual costs must be provided.
- Co-sponsors.
  - Costs covered by non-DOJ co-sponsors are not subject to the conference cost limits and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event. Such co-sponsor funding generally is not considered program income.
- Program income/fees.
  - Conference costs covered by program income (for example, from conference fees) are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event. For purposes of overall conference prior approval, however, if program income will be used to offset a conference cost line item, please demonstrate that in the supporting calculations. Also ensure that any agendas with meals or refreshments funded by program income or other non-DOJ funding are clearly labeled as not funded by DOJ. Recipients that are permitted to charge fees, or otherwise generate program income, must account for those funds up to the same ratio of Federal participation as funded in the project or program. Example: A discretionary award project funded with 100% Federal must account for and report on 100% of the total program income earned. If the total program income earned was $20,000, the recipient must account for and report the $20,000 as program income on the Federal Financial Report (FFR), SF-425.
- Individual purchases.
  - Individual purchases of goods or services by attendees of the conference at the conference location are not considered to be "conference fees." An independent contractor (e.g., hotel, vendor), without any federal involvement whatsoever, may collect fees from recipients to cover the costs of specific goods or services that cannot be purchased with federal funding or are otherwise not approvable, so long as the good or service is not prohibited (e.g., alcoholic beverages). These fees are not considered program income and should only be collected to offset the costs incurred.
- Ticketed events.
  - Related to individual purchases, a recipient may hold a session where attendees have the option of purchasing a meal or refreshment directly from the hotel (a "ticketed event"). A recipient may communicate the availability of such a session to conference attendees, and as long as the recipient is not involved in the collection of the fees, the fees are not considered program income. The costs for services provided by the independent vendor with such fees are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event.

- Attendee costs.
  - For prior approval and reporting purposes, a cooperative agreement recipient must report all costs of attendance supported by the award, including conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP/COPS Office may supplement the recipient's data with available data on attendance costs related to DOJ employees, and non-DOJ attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)

Event Planning Guidance

Minimize Costs Where Possible

All OJP/COPS Office funding recipients must thoroughly review all planned conference costs to ensure that such costs are reasonable and absolutely necessary. **Every effort should be made to conduct conferences via webinar, teleconference, or video conference.** In-person, face-to-face conferences should only be held when necessary and no other option exists to conduct the business without travel and related costs. Note: Your submission should include a statement discussing why the event cannot be conducted via webinar, teleconference, or video conference. This can be done on a separate tab on the Conference & Events Submission form.

Location Selection

- Cost comparisons.
  - All funding recipients should conduct pricing comparisons of multiple facilities in multiple *locations*. Minimizing costs must be a critical consideration when determining the city and facility in which to hold a conference. Cost comparisons should include the following:
    - Overall facility cost;
    - Availability of lodging at per diem rates;
    - Convenience of location;
    - Availability of meeting space, equipment, and supplies, and
    - Commuting/travel distance for attendees.

In conducting cost comparisons of facilities, recipients should send the same detailed requirements to all potential facilities, and refrain from making commitments to any particular facility until the comparison is complete (and written approvals have been obtained).

- Location.
  - Recipients should compare multiple locations.
    - Cooperative agreement and contract recipients must consider multiple locations (i.e., multiple cities). Where cooperative agreement and contract recipients consider only facilities in one city, they must include in their request for approval a written justification for that location.
    - Grant recipients *should* consider multiple locations, and should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.
- Facility.
  - Recipients should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements.

- *Federal facilities or no-cost facilities preferred.* Recipients must make every effort to use no-cost facilities, including available governmental facilities, to the extent practicable. (See links to two different listings of federal facilities at the end of this chapter under Resources.) Grantees may use non-federal facilities. Grantees are not required to consider or use federal facilities, but are encouraged to do so where feasible.
- *Non-federal facilities.* If no federal facility is available, or the federal facility would be more costly or otherwise does not meet the requirements of the event, a cooperative agreement or contract recipient may use a non-federal facility. Grantees may use non-federal facilities. Grantees are not required to consider or use federal facilities, but are encouraged to do so where feasible.
- *Primarily federal events.* If the conference attendees will be primarily federal employees (more than 50%, based on a reasonable estimate), recipients may be required to submit additional justification for a non-federal facility, and should contact their OJP/COPS Office point of contact for additional information.

- Appearance considerations.
  - Conference planners must exercise special care when considering holding a conference in any location that may give rise to appearance issues. Conference planners must ensure that the choice to hold a conference in such a location is made only when there is a determination that it is the most cost-effective option.

Conference Fees

Grant and cooperative agreement recipients may charge fees to cover part or all conference costs if prior approval from the awarding agency is obtained. Such fees are considered program income and are subject to the rules applicable to program income (see Chapter 3.4 Program Income).

Conference Planning Services and Staff Time

All cooperative agreement and contract recipients (but not grant recipients) must obtain prior written approval from OJP/COPS Office before incurring conference planning costs in accordance with the previously described approval process, except for such costs that are the reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request. This requirement applies whether the work is performed by the recipient's staff or subcontracted out.

- In-house versus subcontracted planning.
  - Recipients often provide conference planning services either through their own staff and resources, or through contracted external conference planners. Minimizing costs must be a critical consideration in this decision.
  - Recipients often are selected based on their ability to provide programmatic conference planning services (e.g., developing the conference agenda), but may also need to undertake logistical planning functions as well. In some cases, such logistical planning functions (e.g., negotiating hotel contracts, sending invitations, managing registration) may be performed at lower cost by a logistical planning service, which may be able to charge lower rates than the funding recipient for staff time, and may be more experienced in negotiating hotel and other necessary conference-related contracts.
  - Generally, a recipient should consider procuring logistical conference planning services when it does not have in-house expertise in such logistical planning, and when such services would result in lower overall costs to the Federal Government.
- Cost limits.
  - All conference planner costs must be reasonable for the scale of the conference. Cooperative agreement and contract recipients providing conference planning, either in-house, or through subcontracted planning services, must adhere to the following cost limits:

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- *Logistical conference planners* perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions. The cost of *logistical* conference planners may not exceed $50 per attendee, not to exceed $8,750. For example, if the number of attendees at a 2-day conference is 100, the maximum cost allowed for a logistical planner is $5,000 ($50 x 100 attendees). Logistical planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs.
- *Programmatic conference planners* develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants. The cost of programmatic conference planners may not exceed $200 per attendee, not to exceed $35,000. For example, if the number of attendees at a 2-day conference is 100, the maximum cost allowed for a logistical planner is $20,000 ($200 x 100 attendees). Programmatic planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs.

Conference Cost Categories

The following cost categories relating to conferences and events are items included on the Conference & Events Submission Form.

Meeting Rooms and Audio-Visual

- Total cost limit, $25 per day per attendee, not to exceed $20,000.
  - The cost allowed for conference space and audio-visual equipment and services is limited to $25 per day per attendee not to exceed a cumulative total cost of $20,000. Total costs are defined as direct and indirect costs. Costs in excess of these established limits require additional justification and approval outside of OJP/COPS Office.

Printing

Every effort should be made to provide conference materials to participants electronically or via print-on-demand services/options. Printed materials should maximize paper usage (printing on both sides) and minimize higher cost options (color printing) where possible.

Meals and Refreshments

- Generally unallowable.
  - Meals and refreshments are generally not allowable costs for conferences funded under OJP/COPS Office awards, unless the recipient obtains written prior approval from OJP/COPS Office. This applies to all awards, including contracts, grants, and cooperative agreements. In general, DOJ may approve such costs only in cases where:
    - Sustenance is not otherwise available (e.g., extremely remote areas);
    - The size of the event and nearby food/beverage vendors would make it impractical to not provide meals and/or refreshments; or
    - A special presentation at a conference requires a plenary address where there is no other time for sustenance to be obtained.
  - Water provided at no cost to the OJP/COPS Office award is, of course, allowable without prior approval.
- Cost limits on meals.

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- If prior approval is obtained to provide food and/or beverages at an event, the DOJ and its grantees, cooperative agreement recipients, and contractors must all follow the limits in the Food and Beverage Policy on meals.

Meals and Incidental Expenses Reimbursement

- Deduction of meals from requests for Meals and Incidental Expenses reimbursement (M&IE).
  - All conference attendees must ensure that any provided meal is deducted from their claimed M&IE. For example, if lunch is provided, the recipient must deduct the value of the lunch from the amount of M&IE claimed (even if non-DOJ funds are used to provide the meal). The General Services Administration (GSA) M&IE breakdown can be found on the GSA website.

Lodging

- Federal per diem rates preferred.
  - OJP/COPS Office is aware that some DOJ funding recipients may have received a DOJ memorandum entitled *Restrictions on Per Diem Rates for Attendance at Conferences*, dated April 27, 2012. At this time, the referenced memorandum only applies to DOJ (Federal) personnel; however funding recipients should anticipate that staying within Federal per diem rates is strongly preferred and OJP/COPS Office will not likely approve grantee requests for waivers to the Federal per diem rate, or cooperative agreement recipient's organizational per diem rate (whichever is applicable).
  - See Chapter 3.9 Allowable Costs for more guidance on travel costs.

Transportation

Include all costs, including baggage fees, related to common carrier transportation to and from the conference location paid with OJP/COPS Office funds.

Local Transportation

Include rental car, mileage to-and-from the airport or the conference (if local), and taxi charges.

Logistical Conference Planner

- The total cost limit is $50 per attendee or $8,750, whichever is lower.
- Cooperative agreement recipients should include all staff time related to logistical planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted, or subawarded logistical planning costs should also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP/COPS Office.

Programmatic Conference Planner

- The total cost limit is $200 per attendee or $35,000, whichever is lower.
- Cooperative agreement recipients should include all staff time related to programmatic planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted or subawarded programmatic planning costs should be also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP/COPS Office.

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Conference Facilitator/Trainer/Instructor/Presenter

Include all trainer and speaker fees. If the fee exceeds the maximum consultant rate, please include a copy of the consultant rate approval with the Conference & Events Submission Form on one of the available extra tabs. Also include a copy of the agenda (a draft version is acceptable) in one of the available tabs with the prior approval submission.

Other

All "Other" costs must be itemized on the Conference & Events Submission Form. Detailed descriptions and justification of the Other cost line items must be provided in the additional tabs.

Indirect Rate Costs

Indirect costs associated with the direct costs necessary to plan and hold a conference must be included in all conference cost reporting. The submission form contains a column allowing for the allocation of indirect rate cost to each category.

Cooperative agreement recipients should pay particular attention to the two areas listed below to ensure that the application of indirect cost rate is in compliance with the existing requirements of the Government-wide grant rules set out by the Office of Management and Budget (OMB):

$25,000 Subcontract/Subaward Limitation. Indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first $25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference-related subcontracts and subawards. For purposes of this chapter, a subcontract or subaward is any agreement under which the awardee outsources work, goods, or services related to the conference, including those with hotels and travel agents. See 2 C.F.R. § 200, Appendix III.C.2 (Indirect costs - IHE); 2 C.F.R. § 200, Appendix IV.B.2 c (Indirect costs - non-profits); or 2 C.F.R. § 200, Appendix VII.C.2.c (Indirect costs - State and Local).

Participant Support Costs. Participant support costs are generally excluded from the distribution base. Therefore, indirect costs may not be applied against participant support costs. Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. See 2 C.F.R. § 200.75. This exclusion applies to the *entirety* of any subcontracts for the lodging and travel of conference participants or trainees (but not employees).

Costs related to contractors of the recipient who are acting in the capacity of a "Conference Trainer/Instructor/Presenter/Facilitator" are considered participant support costs.

Gifts/Trinkets/Memorabilia/Commemorative Items

Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc., regardless of whether they include the conference name or OJP/COPS Office logo) must not be purchased with DOJ funds as giveaways for conferences. Basic supplies that are necessary for use during the conference (e.g., folders, name tags) may be purchased.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Post Event Reporting

All conference costs for events held by cooperative agreement recipients or contractors costing more than $20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event.

Cooperative agreement recipients and contractors must submit the completed Conference & Events Submission Form showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and $1,000. Completed reports for OJP recipients should be emailed to OJPConferenceCostReporting@ojp.usdoj.gov, and completed reports for the COPS Office should be emailed to COPSConferencecosts@usdoj.gov.

If the pre-approved costs were exceeded by more than 10% and $1,000, the contractor or cooperative agreement recipient should submit a detailed explanation with their post event Conference & Events Submission Form to support the additional costs.

The following situations and costs require additional explanation and will be considered unauthorized until OJP/COPS Office has reviewed the additional documentation:

- If the prior approval cost category contains no cost, but the post event report contains costs in that category.
- If the prior approval audio-visual/meeting room, logistical, and programmatic planner costs are less than the thresholds, but actual costs exceed the thresholds.
- If the prior approval total cost is less than $100,000, but the actual costs exceed $100,000.
- If the prior approval total cost is less than $500,000, but the actual costs exceed $500,000.

Grant recipients are not required to file post event reports, but should maintain documentation for purposes of monitoring and audit.

Deadlines

All conference costs must be reported no later than 45 calendar days after the end of any event that meets the following criteria:

- Total cost of the event exceeds $20,000, or
- More than 50% of attendees are DOJ employees.

The conference report should include the purpose of the conference, number of participants in attendance, a detailed breakout of all cost categories, etc. Other costs must be detailed on the form. If extra lines are needed, please list in one of the additional spreadsheet tabs.

When a prior approval amount exceeds $20,000, OJP/COPS Office expects a post event report. If the actual costs are less than $20,000, please either file the report with the actual costs or notify your program manager or OJP/COPS Office point of contact that a report is not required. Note: After the prior approval portion of the submission form has been approved, a copy of the submission form which contains the OJP/COPS Office event identifier will be returned to you. It is important to use this form for the post event report.

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Delinquent Submissions and Non-Reporters

The Conference & Events Submission Form must be emailed to either OJPConferenceCostReporting@ojp.usdoj.gov or COPSConferencecosts@usdoj.gov within 45 calendar days after the last day of the event. If your Conference & Events Form is not submitted by the due date, the report is considered to be delinquent and, for cooperative agreement recipients, you may not be permitted to draw down funds through the Grant Payment Request System (GPRS). You will receive an automatic email notification if this occurs. For non-reporters, a hold may be placed on the remaining funds associated with the award and any future payment requests will be denied. For contractors, remedies for non-compliance are outlined in your contract.

Reporting Exemption

If any item(s) are paid for with registration fees or other non-award funds, then that portion of expenses does not need to be reported on the Conference & Events Submission Form. Contractors may not charge registration fees.

Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- *Actual.* Post event reports must contain actual costs.
- *Fees/program income.* Post event conference reporting should exclude costs covered by other non-DOJ funding (e.g., non-DOJ co-sponsors) or program income.
- *Logistical and programmatic planner costs.* These costs should include cooperative agreement staff time spent on these activities and any contracted planner costs.
- *Attendee costs.* For post event reporting purposes, a cooperative agreement recipient or contractor must report all costs of attendance supported by the contract or award, or by DOJ-funded conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP/COPS Office may supplement the recipient's data with available data on attendance costs related to DOJ employees, and non-DOJ attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)
- *Indirect costs.* Recipients are required to include indirect costs when determining how much was spent in each conference cost category. For example, where a recipient has a 10% indirect cost rate, the reported cost of each conference item against which this indirect cost rate is charged should be augmented by 10% to take into account the rate charged.

Public Reporting

- All post event reports for conferences costing more than $100,000 in Federal funding will be posted publicly on the DOJ website.
- If the pre-event Conference & Events Submission Form was approved for less than $100,000, the actual costs reported on the post event report cannot exceed $100,000 without additional review and approval. This requirement is also applicable to events pre-approved for less than $500,000.
- Conferences costing more than $500,000 in DOJ funds are prohibited unless a waiver is granted by the Deputy Attorney General.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

FAQs

Prior Approval

1. Approximately how long should it take to adequately complete the Conference & Events Submission form?
2. Which types of events DO NOT require prior approval?
3. Where should staff time working on the conference, which is not related to planning, be captured?
4. If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?
5. Is there a timeframe after OJP/COPS Office accepts a conference request that a recipient/contractor can expect notification of approval?
6. Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?
7. Does the $25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?
8. What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the $25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own $25 per person per day limit?
9. Can we accept complimentary food and beverage?
10. Are the thresholds ($8,750 for logistical planner, $35,000 for programmatic planner, and $20,000 for conference space and audio-visual equipment) a cumulative cost for the entire event or a per day cost?
11. To whom should I submit event requests?
12. How far in advance do I have to submit an event for review and approval?
13. What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?
14. Should I continue to exclude all food and beverage costs in my event submissions?
15. Can you summarize what I can do to prevent follow-up questions about my submitted event(s) that delay the review and approval process?
16. What events qualify for the expedited review process?

Reporting

17. Where can I find the most updated version of the conference reporting form to use for my submissions?
18. If I have a question about conference reporting, to whom should I send it?
19. Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc., or are reasonable estimates adequate for cost reporting purposes?
20. With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices (such as hotels) are not received within 30 days of the end of the event. Should estimates be included on the cost report?
21. On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Prior Approval

Question 1: **Approximately how long should it take to adequately complete the Conference & Events Submission form?**

Answer: The amount of time required to adequately complete the Conference & Events Submission Form will vary depending on the complexity of the proposed event. A small event (in terms of number of attendees, total cost, etc.) may only require an hour or two to complete the form because the event is basic/routine and data are not required in all of the available categories. On the other hand, a large event (in terms of number of attendees, multiple sessions occurring at the same time, etc.) may require several hours and/or days depending on the amount of required data (categories) and level of justification needed to support the event. Regardless of the size of any event, the supporting justification should be sufficient to support the agency's mission for conducting the event.

Question 2: **Which types of events DO NOT require prior approval?**

Answer: Currently there are six types of events which DO NOT require prior approval:

1. Conferences held by grant recipients (Note: conferences held by cooperative agreement recipients do require prior approval).
2. Law enforcement operational activities, including staging, surveillance, investigation, intelligence, and undercover activities.
3. Routine operational meetings (e.g., staff meetings, all-hands meetings), if held in a federal facility. In addition, meetings that are held by cooperative agreement recipients in a non-federal facility that does not charge for its use, and where there are no costs to DOJ for logistical conference planning or Government-provided food or beverages; in this instance, the answer to all the questions on the Prior Approval Not Required Checklist must be "No." Site visits are considered routine operational meetings regardless of location so long as there are no costs to DOJ for meeting rooms, logistical conference planning, or food and beverages.
4. Testing activities where the primary purpose of the event is to evaluate an applicant's qualifications to perform certain duties necessary to perform his or her job. This includes firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. Testing activities that are incidental to a training course or conference or are given upon its completion to determine satisfactory participation are not exempt from this policy.
5. Video conferences and webinars where there are no costs to DOJ for logistical conference planning and/or Government-provided food or beverages.
6. Technical assistance visits where travel made by an individual or a small group of project staff members to provide training or technical assistance to a particular entity; in this instance, the answer to all the questions on the Prior Approval Not Required Checklist must be "No."

Question 3: **Where should staff time working on the conference that is not related to planning be captured?**

Answer: Time spent working on a conference by staff or contractors can be classified as either Logistical planning time or Programmatic planning time. Programmatic planning includes time spent on activities such as developing the conference content and agenda, identifying and recruiting subject matter experts, and preparing written materials. Logistical planning includes time spent on tasks such as venue selection, ordering and setting up of audio-video equipment, securing hotel rooms, processing registrations, onsite support during the event, and other non-programmatic functions.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Question 4: **If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?**

Answer: Yes. Cooperative Agreement recipients and contractors should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements. A desired hotel may offer an incentive of no overall facility cost (meeting room[s] and/or audio-visual), but may not be economical in other cost comparison items such as the availability of lodging at per diem rates, commuting/travel distance for attendees, etc. Also, the recipient/contractor should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.

Question 5: **Is there a timeframe after OJP/COPS Office accepts a conference request that a recipient/contractor can expect notification of approval?**

Answer: Each conference request is unique in reference to how the event will accomplish OJP's/COPS Office's mission (meeting, conference, webinar, etc.). The key to any conference/event moving through the review process will depend on whether the package is complete. A complete package contains a detailed cost analysis and sufficient justification to support all categories within the package. Example: An event is submitted for approval which consists of the following categories: printing and distribution, M&IE, lodging, transportation, and trainer/facilitator costs. The package contains a detailed cost analysis of each cost category (e.g., one trainer at $450 per day x 2 days = $900) and adequate justification explaining the purpose of the event and the role of the trainer. This package can move through the review process in a few days and allow ample time for travelers to make reservations, if the package was submitted within the required timeframe. However, based on the example above, if the package was submitted and the trainer/facilitator's costs exceeded OJP's/COPS Office's threshold, and supporting justification was not included with the package, a delay may occur while this justification is being retrieved. To avoid delays in the approval process, all recipients/contractors should adhere to the timeframe requirements for the dollar amount of their proposed event.

Question 6: **Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?**

Answer: After receiving notification of approval from DOJ/OJP/COPS Office, all subsequent changes prior to the start day of the event should be sent to either the OJP or COPS Office Conference Costs email address, as appropriate. ***Example:*** If an event was approved by OJP/COPS Office on 9/1/20XX for an event scheduled for 12/15/20XX, the recipient/contractor should notify OJP/COPS Office as soon as possible of any changes in attendees (preferably 30 days or more in advance). This scenario holds true for changes to start and end date, location, and any other cost-related category.

Question 7: **Does the $25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?**

Answer: Yes. The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to $25 per day per attendee not to exceed a cumulative total cost of $20,000. *Total costs* are defined as direct and indirect costs.

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Question 8: **What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the $25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own $25 per person per day limit?**

Answer: No. Despite the multiple meetings offered within the larger event, DOJ/OJP/COPS Office considers and approves this type of event as a single event.

Question 9: **Can we accept complimentary food and beverage?**

Answer: Yes. Complimentary food and beverages may be accepted if offered to everyone. ***Example:*** Hotel W offers a complimentary continental breakfast to all its overnight customers regardless of any status they may have with the hotel chain. This type of complimentary offer is considered a business strategy of the hotel to promote an increase in overnight stays. You are not required to reduce your M&IE by the value of the food and beverage if offered to all customers as noted in this example.

Question 10: **Are the thresholds ($8,750 for logistical planner, $35,000 for programmatic planner, and $20,000 for conference space and audio-visual equipment/services) a cumulative cost for the entire event or a per day cost?**

Answer: The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to $25 per day per attendee not to exceed a cumulative total cost of $20,000. The cost allowed for a logistical planner is the lesser of $50 per attendee or $8,750 per event. The cost allowed for a programmatic planner is the lesser of $200 per attendee or $35,000 per event.

Question 11: **To whom should I submit event requests?**

Answer: For all BJA events, the forms should be sent to: BJAConferencereport@usdoj.gov. All other OJP event forms should be sent to: OJPConferencecosts@ojp.usdoj.gov. For all COPS Office events, the form should be sent to: COPSConferencecosts@usdoj.gov. Please do not send questions or other correspondence to these email addresses. These mailboxes should be used only for the submission of conference forms and supporting documentation (e.g., hotel contracts).

Question 12: **How far in advance do I have to submit an event for review and approval?**

Answer: Requests for conferences costing *$100,000 or less, and not exceeding any cost thresholds* (conference space and audio-visual equipment and services, logistical conference planner, and programmatic conference planner) must be submitted to OJP/COPS Office 90 calendar days in advance of the earliest of the following:

- Start date of the conference;
- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

Requests for conferences costing *more than $100,000, or exceeding any one cost threshold* (conference space and audio-visual equipment and services, logistical conference planner, or programmatic conference planner), must be submitted to OJP/COPS Office 120 calendar days in advance of the earliest of the following:

- Start date of the conference;
- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

Approval Requests Submitted Less than the Required Number of Days in Advance (as noted above)—OJP/COPS Office may, in its sole discretion, consider requests that are submitted late, but cannot assure that these requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP/COPS Office.

Question 13: What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?

Answer: Below are the most common mistakes found:

- *Inaccurate calculation of daily per diem*. Daily per diem rates for locations across the Nation can be found on the GSA website. Please ensure the daily rate utilized in the calculations corresponds to the specific location and dates of the meeting. In addition, please remember that travel days are reimbursed at a slightly lower rate than meeting days. The lower rates must be used for days of travel both before and after the event. The following chart includes these lower rates:

Full Per Diem Rate	Corresponding Travel Day Rate (75%)
$46.00	$34.50
$51.00	$38.25
$56.00	$42.00
$61.00	$45.75
$66.00	$49.50
$71.00	$53.25

EXCEPTION: If your organization has its own formal, written travel policy, your event submissions can reflect that policy, instead of the rates in the chart above. In these instances, please state that you have a formal, written travel policy, and clearly explain the rates in the policy, and how the corresponding numbers in your submission were derived.

- *Insufficient explanation and justification of transportation costs*. Please remember to "break out" and briefly describe/justify the transportation costs that are included. Example: If participants are flying to your event and the tickets are being paid for with DOJ funding, you should include the anticipated number of people flying multiplied by the estimated cost per ticket. If cars will be rented you should include a brief justification for why rental cars are being used instead of another form of ground transportation, such as taxis or shuttles.
- *Insufficient explanation and justification of audio-visual costs*. All audio-visual costs should be "broken out" and briefly described. The quantity of equipment to be rented (e.g., number of microphones, projectors, etc.) should be included, along with relevant costs and a brief justification for why the proposed equipment is required to conduct a successful meeting. A discussion of how the audio-visual services provider was selected should be included (for example, did you obtain three quotes?).

- *Insufficient explanation and justification of printing costs.* Proposed printing costs for participant materials should also be itemized and briefly described. Specifically, it is important to articulate why printed materials are needed instead of making materials available electronically (at low or no cost) to attendees before and/or after the event.
- *Insufficient explanation and justification of shipping costs.* Please provide an itemization of these costs, along with a brief description of why the equipment and other materials being shipped are essential to hosting a successful conference.
- *Insufficient explanation and justification of consultant costs.* The maximum daily rate for subject matter experts who are being reimbursed for their time is noted here. Please describe all consultant costs in detail and include a brief yet compelling justification for the proposed costs. Daily rates for subject matter experts above the maximum daily rate require prior approval by DOJ/OJP/COPS Office. In cases where higher rates are included in the event submission, written documentation of prior approval is required and should be attached.

Question 14: Should I continue to exclude all food and beverage costs in my event submissions?

Answer: Yes. The inclusion of food and beverage costs will delay the review process and these costs are not likely to be approved. The only exception is when the location of the conference does not allow attendees to obtain food or beverages on their own, or when this restriction would greatly disrupt the conference schedule. If you believe your event qualifies for such a rare exception, please contact your program manager to discuss it before completing and submitting your form. If meals are included in your event submission, please remember that attendees must subtract the meal costs from the M&IE reimbursement for the days on which the meals will occur.

Question 15: Can you summarize what I can do to prevent follow-up questions about my submitted event(s) that delay the review and approval process?

Answer: As a general rule, please explain how you derived every cost that you include in the conference submission form. The form can be challenging to complete and there are lines where it is not possible to add descriptive narrative. Please include your explanations and specific cost breakdowns in a separate tab, or in a separate document that is submitted with the form. In addition, please include the cooperative agreement or contract number on the form.

Question 16: What events qualify for the expedited review process?

Answer: There is no "expedited review process." Every effort is made to review all events as quickly as possible. Most delays result from a need for additional information. Events are prioritized for review by balancing the following three criteria:

- The start date of the event;
- The date the event submission was received by OJP/COPS Office; *AND*
- The overall cost and complexity of the conference. For example, conferences requiring Assistant Attorney General for Administration approval (over $100,000–$250,000) and Deputy Attorney General typically take longer to process as they have to go through OJP/COPS Office and DOJ reviews, result in more questions, and are more likely to have issues related to cost thresholds.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Reporting

Question 17: **Where can I find the most updated version of the conference reporting form to use for my submissions?**

Answer: The most updated version of the conference reporting form can be found under the Resources section at the end of this chapter.

Question 18: **If I have a question about conference reporting, to whom should I send it?**

Answer: Please send your questions to your designated Program Manager. They are great resources and will be happy to assist you. You may also direct your question to Ask.OCFO@usdoj.gov.

Question 19: **Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc., or are reasonable estimates adequate for cost reporting purposes?**

Answer: Post event reports must contain actual costs. These costs should include *logistical* and *programmatic planner* staff time spent on these activities and any *contracted planner* costs.

Question 20: **With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices (such as hotels) are not received within 30 days of the end of the event. Should estimates be included on the cost report?**

Answer: All conference costs for events held by cooperative agreement recipients or contractors costing over $20,000, or where more than 50% of attendees are DOJ employees, must be reported within *45 calendar days after the last day of the event*.

Question 21: **On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?**

Answer: This reporting requirement is based on the end date of the event. All conference costs for events held by cooperative agreement recipients or contractors costing over $20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event. ***Example:*** An OJP/COPS Office-approved conference/event was conducted from 3/16/20XX through 3/20/20XX. A completed Conference & Events Submission Form must be submitted showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and $1,000. Reports should be emailed to the appropriate conference cost email address.

Resources

- Conference & Events Submission Instructions
- Conference & Events Submission Form
- Federal Facilities List 1
- Federal Facilities List 2
- Quick Reference Guide to Conference Cost Policy and Guidance
- Food and Beverage Policy

3.11 INDIRECT COSTS

Introduction

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

▶ OJP/COPS SPECIFIC TIP

Transferring funds into or out of the indirect cost category is not allowable without prior approval from the awarding agency. A budget modification is required.

Federal Indirect Cost Rate—Negotiated Agreements

If a Federal awarding agency has approved your indirect cost rate or allocation plan, then another awarding agency must accept the same indirect cost rate or allocation plan, provided the rate or plan is current and based on allocation methods substantially in accord with those set forth in the OMB Uniform Guidance for grant requirements. There are limited circumstances where a Federal agency may deviate from negotiated rates as discussed in 2 C.F.R. § 200.414 (Indirect (F&A) costs).

Any non-Federal entity that has a federally negotiated indirect cost rate may request a one-time extension of a current negotiated rate for a period of up to four years. This extension request is subject to approval from the cognizant agency for indirect costs. If the extension is granted then the non-Federal entity may not request a rate review until the extension period ends. At the end of the extension period, the non-Federal entity must re-apply to negotiate a new indirect cost rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

▶ OJP SPECIFIC TIP

A request for a one-time extension of a current negotiated rate may be approved for a period of one year.

Establishment of Indirect Cost Rates

The requirements for the development and submission of indirect cost proposals and cost allocation plans are set out in Appendices III – VII of 2 C.F.R. § 200. A non-federal entity should follow the guidelines applicable to its type of organization:

- 2 C.F.R. § 200, Appendix III for Institutions of Higher Education;
- 2 C.F.R. § 200, Appendix IV for Non-Profit Organizations;
- 2 C.F.R. § 200, Appendix V for State/Local Government Central Service Cost Allocation Plans;
- 2 C.F.R. § 200, Appendix VI for Public Assistance Cost Allocation Plans;
- 2 C.F.R. § 200, Appendix VII for State/Local/Tribal Indirect Cost Proposals.

3.11 INDIRECT COSTS

If it is determined that OJP or the OVW is your cognizant agency for indirect cost negotiation, you may refer to Indirect Costs resource document [PDF – 32Kb] for instructions on how to prepare an indirect cost proposal for submission to DOJ.

FINANCIAL MANAGEMENT TIP

There is an exception: If you are a unit of local government, you are not required to submit an indirect rate cost agreement. However, you are required to prepare and retain your indirect cost proposal on file for review. See 2 C.F.R. Part 200, Appendix VII.D.

ACTION ITEM

Generally, if an indirect cost proposal is not submitted within 90 days after the award date, indirect costs may not be recovered for the period prior to submission of the proposal.

- To support the indirect cost proposal, as an award recipient you are responsible for ensuring that independent audits of your organization are conducted in accordance with existing Federal auditing and reporting standards set forth in the applicable audit requirements. A copy of the audit report must be submitted to your cognizant Federal agency to support the indirect cost proposal.
- As part of requesting an indirect cost rate, you must submit with your indirect cost allocation plan a signed certification stating that the plan only includes allowable costs.
- Additional guidance for completing an indirect cost proposal as an award recipient, as well as examples of how certain information should be provided, is available through the U.S. Department of Health and Human Services (HHS) Program Support Center website.

After negotiations, your cognizant Federal agency will establish either a provisional, final, or fixed-with-carry-forward indirect cost rate, depending on the cost principles that apply to your type of organization.

Indirect Cost Distribution Bases

Regardless of the allocation method used by the organization, the following "direct cost" bases may be used as a distribution base:

- **Modified Total Direct Cost, or MTDC.** This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency.

3.11 INDIRECT COSTS

- **Direct Salaries and Wages.** This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct Salaries and Wages plus Fringe Benefits.** This base includes the costs of direct salary and wages and the direct fringe benefits incurred by the organization.

Cost Allocation Plans—Central Support Services

- State agencies and local units of government may not charge to an award the cost of central support services supplied by the State or local units of government, except pursuant to a cost allocation plan approved by HHS.
- The rate to be applied may be on a fixed rate with carry forward provision.

Lobbying Costs and the Indirect Cost Pool

When a non-Federal entity seeks reimbursement for indirect costs, total lobbying costs must be separately identified in the indirect cost rate proposal and thereafter treated as other unallowable activity costs in accordance with the procedures in 2 C.F.R. § 200.413 (Direct Costs).

Requirements for recipient organizations:

- Unallowable costs associated with the indirect cost pool (e.g., lobbying) must be added to the direct cost base.
- Non-Federal entities must submit, as part of their annual indirect cost rate proposal, a certification that they are in compliance with all the requirements and standards under 2 C.F.R. § 200.450 (Lobbying).

Exemption from some record-keeping requirements:

- Recipient organizations will not be required to create time logs, calendars, or similar records for purposes of complying with this section during any particular calendar month when:
  - The employee engages in lobbying and 25 percent or less of the employee's compensated hours of employment during that calendar month constitutes lobbying; and
  - Within the preceding 5-year period, the non-Federal entity has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.
- When the first two conditions listed above are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained.
- Also when the first two conditions are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

No Approved Plan

If you do not have a previously approved Federal indirect cost rate, you may either negotiate an indirect cost rate with your cognizant Federal agency or you may elect to charge a de minimis rate of 10% of modified total direct costs.

3.11 INDIRECT COSTS

If you elect to negotiate an indirect cost rate with a DOJ component or have a rate pending with another Federal agency, a special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by your cognizant Federal agency, and a Grant Adjustment Notice (GAN) has been issued, or for COPS Office, the appropriate notification has been made retiring the special condition.

If you are a non-federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 paragraph (d)(1)(B), you may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. When using this method, cost must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Also, if this method is chosen then it must be used consistently for all Federal awards until such time as you choose to negotiate an indirect cost rate (which may be done at any time). See 2 C.F.R. § 200.414(f).

- **There is an exception:** If you are a unit of local government which the Office of Management and Budget (OMB) has not assigned a cognizant Federal agency, then you are not required to submit your indirect cost proposal, unless the awarding agency requires a copy of the proposal. Please see the appropriate Appendix section in 2 C.F.R. § 200 as listed above.

Approval of Indirect Cost Rates for Subrecipients

As the direct recipient of Federal funding, you are responsible for approving indirect cost rates for your subrecipients. Such rates must be consistent with the requirements of 2 C.F.R. § 200. The Federal awarding agency will not approve indirect cost rates beyond the direct recipient level; however, subrecipients who are also direct recipients of Federal awards may already have a Federally approved indirect cost rate. If your subrecipient has negotiated an indirect cost rate with the Federal government, then that rate applies.

3.12 OJP'S CONFIDENTIAL FUNDS

Introduction

The provisions outlined in this chapter apply to all awarding agency professional personnel, recipients, and subrecipients involved in the administration of grants containing confidential funds. Confidential funds are those monies allocated to:

- **Purchase of Services (P/S).** This category includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobile, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money, flash rolls, etc.) for undercover purposes, within reasonable limits.
- **Purchase of Evidence (P/E).** This category is for purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.
- **Purchase of Specific Information (P/I).** This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

FINANCIAL MANAGEMENT TIP

Confidential funds should only be allocated when 1) the merit of a program/investigation warrants the expenditure of these funds, and 2) you are unable to obtain these funds from other sources.

Confidential funds are subject to prior approval.

- You will receive approval for confidential fund expenditures if it is found that the requested expenditures are reasonable and necessary elements of project operations.
- The approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.

Approval Authorities

If you are a block/formula award recipient or a discretionary award recipient, then the approval authority for the allocation of confidential funds is your awarding agency. (This includes Regional Information Sharing Systems (RISS) Program projects).

If you are a subrecipient, your approval authority is the original recipient agency.

Confidential Funds Certification

For all projects involved with confidential funds from either Federal or matching funds, DOJ requires signed certification that the Project Director has read, understands, and agrees to abide by the conditions described below. The signed certification must be submitted at the time of grant application. A sample Confidential Funds Certification form for use is included here.

Download sample Confidential Funds Certification form [PDF - 116 Kb].

3.12 OJP'S CONFIDENTIAL FUNDS

☑ ACTION ITEM

Each Project Director involved with confidential funds from either Federal or matching funds must provide signed certification to show that he or she has read, understands, and agrees to abide by conditions for confidential funds.

Written Procedures

Each Project Director and Regional Information Sharing Systems (RISS) member agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements listed below. If the Project Director and/or RISS member agency deviates from these elements, they must receive prior approval of the awarding agency.

- The funds authorized will be established in an imprest fund which is controlled by a bonded cashier.
- The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. In the authorization the supervisor must specify the information to be received, the amount of expenditures, and the assumed name of the informant.
- Informant files are confidential files of the true names, assumed names, and signatures of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee(s) should also be maintained. In the RISS Program, the informant files are to be maintained at the member agencies only. Project headquarters may maintain case files.
- The agent or officer authorized to make a confidential payment will provide the cashier with a receipt for cash advanced for such purposes. The informant payee must provide the agent or officer a receipt for cash paid to them. A sample informant payee receipt [PDF - 153 Kb] is provided as an example.

An informant payee receipt must identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed, **no alteration is allowed.** As shown in the sample above, the agent must prepare an informant payee receipt containing all of the following information:

- The jurisdiction initiating the payment
- A description of the information/evidence received
- The amount of payment in both numerical and word format (e.g., one hundred dollars [$100.00])
- The date on which the payment was made
- The signature of the informant payee
- The signature of the case agent or officer making payment
- The signature of at least one other officer witnessing the payment
- The signature of the first-line supervisor authorizing and certifying the payment

The signed receipt from the informant payee with a memorandum detailing the information received must be forwarded to the agent or officer in charge.

- The agent or officer in charge must compare the signatures.

3.12 OJP'S CONFIDENTIAL FUNDS

- He/she must also evaluate the information received in relation to the expense incurred and enter his/her evaluation remarks in the report of the agent or officer who made the expenditure from the imprest fund.
- The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee's receipt.

Each Project Director must prepare a reconciliation report on the imprest fund on a quarterly basis.

- The reconciliation report must include the assumed name of each informant given and to what extent each informant contributed to the investigation.
- As the recipient, you should retain the reconciliation report in your files and have it available for review.
- Subrecipients should retain the reconciliation report in their files and have it available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

Each Project Director and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (including the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures.

- Refer to the documentation in the Informant Files section of this chapter for a list of documents which should be included in the informant files.
- In projects where award funds are used for confidential expenditures, please note that all of the above records are subject to the record retention and audit requirements of the awarding agency and program legislation.
- However, only under extraordinary and rare circumstances would such access include a review of the true name of confidential informants.
- When access to the true name of confidential informants is necessary, appropriate steps to protect this sensitive information must and will be taken by your organization, the awarding agency, and the auditing agency.
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by both the OJP Program Office Head and the OJP Chief Financial Officer.

☑ ACTION ITEM

If the project director and RISS member agency authorized to disburse confidential funds deviate from these written procedures, they must receive prior approval of the awarding agency.

Informant Files

A separate file should be securely established for each informant for accounting purposes.

- Informant files should be kept in a separate and secure storage facility and under the exclusive control of the Project Director, manager, or an employee designated by him/her.
- The facility should be locked at all times when unattended.
- Access to these files should be limited to those employees who have a necessary and legitimate need.

- An informant file should not leave its immediate area within the storage facility, except for review by a management official or the handling agent, and should be returned prior to the close of business on the day of its review.
- Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

Each file should include the following documentation:

- Informant Payment Record easily accessible on top of the file. This record provides a summary of informant payments.
- Informant Establishment Record, including complete identifying and locating data, plus any other documents connected with the informant's establishment.
- Current photograph and fingerprint card (or Federal Bureau of Investigation [FBI]/State criminal identification number).
- Agreement with cooperating individual.
- Receipt for P/I.
- Copies of all debriefing reports (except for the headquarters case file).
- Copies of case initiation reports showing the use of an informant (except for the headquarters case file).
- Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- Any deactivation report or declaration of an unsatisfactory informant.

Regional Information Sharing Systems (RISS) Program

RISS is a national federally funded program of regionally oriented services designed to enhance the ability of local, State, Federal, and tribal criminal justice agencies to:

- Identify, target, and remove criminal conspiracies and activities spanning multijurisdictional, multistate, and sometimes international boundaries.
- Facilitate rapid exchange and sharing of information among the agencies pertaining to known suspected criminals or criminal activity.
- Enhance coordination and communication among agencies that are in pursuit of criminal conspiracies determined to be interjurisdictional in nature.

RISS Processing Procedures

The agency must provide a statement agreeing to establish control, accounting, and reporting procedures consistent with the procedures outlined in this chapter. The project policy board establishes the maximum level the Project Director may authorize in disbursements to member agencies.

- The Project Director, or his/her designee, may authorize payment of funds to member agencies and their officers for P/I and evidence up to this maximum level.
- The Project Director must refer all requests for amounts in excess of the maximum level to the project policy board for review and approval.

- Any member agency requesting funds from the project will do so in writing. The request must contain the amount needed, the purpose of the funds, and a statement that the funds requested are to be used to further the project's objectives.

The Project Director, or his/her designee when appropriate, will approve or disapprove the request in writing.

- If approved, the request will be forwarded to the project cashier, who will record the request and transmit the monies, along with a receipt form, to the member agency.
- Upon receipt of the monies, the member agency will immediately sign and return the receipt form to the cashier.

Each Project Director must record and maintain on file the assumed name and signature of all informants to whom member agencies make payments from project funds for all transactions involving P/I.

- The original signed informant payee receipt, with a summary of the information received, will be forwarded to the Project Director by the member agency.
- The Project Director will then verify the receipt by comparing the signature of the informant payee on the receipt with the signature maintained by the project in a secure and confidential file.
- If discrepancies exist, the Project Director, or his/her designee, will take immediate steps to notify the member agency and find out the reason(s) for the discrepancies.
- The member agency must forward written justification to deal with discrepancies identified by the Project Director. If the justification is sufficient, it will be attached to the informant payee receipt.

Informant Management and Utilization

Anyone used as an informant should be identified as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

- Assign an informant code name to protect the informant's identity.
- Create an informant code book controlled by the Project Director or their designee containing:
  - Informant's code name;
  - Type of informant (i.e., informant, defendant/informant, restricted-use informant);
  - Informant's true name;
  - Name of establishing law enforcement officer;
  - Date the establishment of the informant is approved; and
  - Date of deactivation.
- Establish each informant's files in accordance with the documentation listing under the Informant Files section of this chapter.
- Search all available criminal records for informants.
  - If a verified FBI number is available, request a copy of the criminal records from the FBI.
  - Where a verified FBI number is not available, fingerprint the informant and send a copy to the FBI and appropriate State authorities for analysis.
  - The informant may be used on a temporary basis while awaiting a response from the FBI.

- Review all active-status informant files on a quarterly basis to assure they contain all relevant and current information.
  - Where a substantive fact that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status or in means of locating the informant), a supplemental establishing report should be submitted with the correct entry.

Payment to Informants

Anyone who receives payments charged against P/E or P/I funds should be established as an informant.

- This includes anyone who may otherwise be categorized as a source of information or an informant under the control of another agency.
- The amount of payment should match the value of services and/or information provided and should be based on the following factors:
  - The level of the targeted individual, organization, or operation.
  - The amount of the actual or potential seizure.
  - The significance of the contribution made by the informant to the desired objectives.
- Payments to informants may be made under various circumstances:
  - When an informant assists in developing an investigation, either through supplying information or actively participating in it, they may be paid for their service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be on a minimum basis.
  - When an informant needs protection, law enforcement agencies (LEAs) may absorb the expenses of relocation. These expenses may include travel for the informant and their immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed 6 months). Payments for these expenses may be either lump-sum or as they occur and should not exceed the amounts authorized by law enforcement employees for these activities.
  - To use or pay another agency's informant, the person should be identified as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
- Documentation of payments to informants is critical and must be noted on a receipt for P/I.
  - Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first-line supervisory level.
  - In unusual circumstances, a non-officer employee or an officer of another LEA may serve as a witness.
  - In all instances, the original signed receipt must be submitted to the Project Director for review and recordkeeping.

☑ ACTION ITEM

Stress with staff the importance of maintaining complete records for informants, including documentation of payments.

3.12 OJP'S CONFIDENTIAL FUNDS

Accounting and Control Procedures

Special accounting and control procedures should direct the use and handling of confidential expenditures. We describe these procedures below:

- It is important that expenditures identified as P/E, P/I, and P/S expenses are in fact allocated and charged to the proper category. This is the only way that these funds may be properly managed at all levels and accurate projections of future needs be made.
- Each law enforcement entity should apportion its P/E, P/I, or P/S allowance throughout its jurisdiction and delegate authority to approve P/E, P/I, and P/S expenditures to those offices as necessary.
- Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one investigation.
- In exercising their authority to approve these expenditures, the supervisor should consider:
  - The significance of the investigation;
  - The need for this expenditure to further that investigation; and
  - Anticipated expenditures in other investigations.
- Funds for P/E, P/I, and P/S expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. The funds should not be used for another purpose (including another category) without first returning them and repeating the authorization and advance process based on the new purpose.
- Funds for P/E, P/I, or P/S expenditures should be advanced to the officer on a suitable receipt form. A receipt for P/I or a voucher for P/E should be completed to document funds used in P/E or funds paid or advanced to an informant.
- For security purposes, there should be a 48-hour limit on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.
  - If it becomes apparent at any point within the 48-hour period that the funds will not be used, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance.
  - Factors to consider in granting an extension are the amount of funds involved, safeguarding of funds, length of extension required, and importance of the expenditure.
  - Extensions are generally limited to no more than an additional 48 hours. Recipients should consult with the program office prior to determining the final course of action. Beyond this time period, the funds should be returned and re-advanced, if necessary.
  - Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed receipt for P/I or P/E, or written notification by management that an extension has been granted.
- P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by cancelled tickets, receipts, lease agreements, and any other relevant documentation. If supporting documents are unavailable, the Project Director or his or her immediate subordinate must certify that the expenditures were necessary and justify why supporting materials were not obtained.

☑ ACTION ITEM

For security purposes, establish a limit of 48 hours on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.

3.13 UNALLOWABLE COSTS

Introduction

Federal awards generally provide recipients and/or subrecipients with the funds necessary to cover costs associated with the award program. There are other costs, however, categorized as unallowable costs, that will not be reimbursed. Non-Federal entities must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by your awarding agency. See 2 C.F.R. § 200.31 (Disallowed Costs).

Standard unallowable costs are identified in 2 C.F.R. § 200, Subpart E - Cost Principles. (For-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200b Appendix. IX, respectively). Specific items of unallowable costs that may be of particular relevance for DOJ-funded programs are highlighted below.

Unallowable Cost Categories

Land Acquisition

No Federal funds that are awarded for renting, leasing, or construction of buildings or other physical facilities shall be used for land acquisition. See 2 C.F.R. § 200.439 (b)(1).

Compensation of Federal Employees

This category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time Federal employees.

Travel of Department of Justice (DOJ) Employees

You may not spend award funds on transportation, lodging, subsistence, and related travel expenses of awarding agency employees.

- DOJ does consider to be allowable the travel expenses of other Federal employees, such as those persons serving on advisory committees or other program or project duties or assistance, if travel expenses have been:
  - Approved by the Federal employee's department or agency; and
  - Included as an identifiable item in the funds budgeted for the project or subsequently approved by the awarding agency.

Bonuses or Commissions

You or your subrecipient cannot pay any bonus or commission to any individual or organization to obtain approval of an application for award assistance.

Bonuses to officers or board members of for-profit or nonprofit organizations that are determined to be a profit, distribution of earnings, or fees are unallowable. See 2 C.F.R. § 200.430(g).

Some programs do not allow reimbursement for bonuses to employees.

3.13 UNALLOWABLE COSTS

☑ ACTION ITEM

Be sure to check your award document and, if applicable, financial clearance memorandum, to determine which salaries, fringe benefits, and other personnel costs are allowable under your specific award.

Prohibited and Controlled Equipment

This category of unallowable cost may include items that are prohibited from purchase, such as certain types of firearms and tracked armored vehicles. Other military-type equipment, such as tactical wheeled vehicles and explosives and pyrotechnics are considered "controlled" and are only allowable for purchase if a jurisdiction submits a detailed justification noting need for the equipment and documenting controls in place to prevent misuse (such as training and use protocols).

Lobbying

You and your subrecipients must comply with the provisions in 2 C.F.R. § 200.450 (Lobbying), as appropriate. Also, see Chapter 2.1 of this *Guide* for more specifics about restrictions on lobbying.

- The lobbying cost prohibition applies to all award recipients.
- You cannot use your grant funds for the following purposes:
  - Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
  - Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
  - Attempting to influence (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), (c) the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign, or (d) with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
  - Engaging in or supporting the development of publicity or propaganda designed to support or defeat legislation pending before legislative bodies;
  - Paying, directly or indirectly, for any personal service, advertisement, telephone, letter, printed or written matter, or other device, intended or designed to influence a member of Congress or of a State legislature to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation;
  - Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying;

3.13 UNALLOWABLE COSTS

- Paying a publicity expert for purposes unallowable under the anti-lobbying rules; or
- Attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter.

- The Anti-Lobbying Act, 18 U.S.C. § 1913, contains significant restrictions on the use of appropriated funding for lobbying.
  - These anti-lobbying restrictions are enforceable via large civil penalties, with civil fines between $10,000 and $100,000 per each individual occurrence of lobbying activity.
  - These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.
- All grantees must understand that no federally appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of DOJ.
- Any violation of this prohibition is subject to a minimum $10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB guidance.
- Any question(s) relating to the lobbying restrictions should be submitted in writing to the awarding agency's ethics official (typically in the awarding agency's Office of the General Counsel) through your program manager.

▶ OVW SPECIFIC TIP

OVW has some programs with purpose areas that expressly authorize "developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking." Grantees with questions on specific authorized activities should contact their grant manager.

Fundraising

You may not charge as direct or indirect costs against your award the costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions. However, certain fundraising costs for the purposes of meeting the Federal program objectives may be allowable with prior approval of the DOJ awarding agency. See 2 C.F.R. § 200.442 for more details.

- The portion of a person's salary that covers time spent engaged in unallowable fundraising, and any indirect costs associated with those salaries, may not be charged to the award.
- An organization may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.
- Nothing in this section should be read to prohibit a recipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

Corporate Formation

Unless specifically stated in your award agreement, the cost for corporate formation (startup costs) may not be charged as either direct or indirect costs against the award.

3.13 UNALLOWABLE COSTS

▶ OVW SPECIFIC TIP

The Tribal Coalition program under OVW may allow for corporate formation costs to be charged directly to the award.

State and Local Sales Taxes

Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

- This provision becomes effective for taxes paid during the governmental unit's first fiscal year that begins on or after January 1, 1998, and applies thereafter.
- This provision does not restrict the authority of Federal agencies to identify taxes where Federal participation is inappropriate.
- Taxes from which exemptions are available to the organization directly or which are available to the organization based on an exemption afforded the Federal government when the DOJ awarding agency makes available the exemption certificates are unallowable.
- Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant Federal agency for indirect costs may accept a reasonable approximation thereof.

Other Unallowable Costs

Other categories of unallowable costs include:

- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Certain exceptions may apply when such costs have a programmatic purpose and have been approved by the awarding agency;
- Fines and penalties (except when incurred as a result of compliance with specific provisions of an award or contract, or with written approval from the awarding agency);
- Credit card fees;
- Passport charges;
- Tips;
- Bar charges/alcoholic beverages, and
- Membership fees to organizations whose primary activity is lobbying.

Costs Incurred Outside the Project Period

Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable, unless written approval covering pre-agreement costs or a no-cost extension is granted by the awarding agency.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

Introduction

A subaward is an award made by a pass-through entity to a subrecipient for the purpose of carrying out a portion of the work funded by the pass-through entity's Federal award. The pass-through entity may use any form of legal agreement for making a subaward, including an agreement that the pass-through entity considers a contract. A subaward is not a contract by which the non-federal entity (i.e., the recipient or a subrecipient) enters into an agreement with an entity to purchase property or services needed to carry out the project or program under a Federal award see 2 C.F.R. § 200.22 (Contract).

In keeping with 2 C.F.R. § 200.330 (Subrecipient and Contractor Determinations), the following circumstances support classification of a non-federal entity as a subrecipient of the pass-through entity:

- The non-federal entity determines who is eligible to receive what Federal assistance;
- The non-federal entity's performance is measured in relation to whether objectives of the Federal program were met;
- The non-federal entity has responsibility for programmatic decision making;
- The non-federal entity has responsibility for adhering to applicable program requirements under the Federal award; and
- The non-federal entity uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

In contrast, a contract for the purpose of obtaining goods and services for the pass-through entity's own use creates a procurement relationship with the contractor. Circumstances supporting this type of relationship include:

- The non-federal entity provides the goods and services within normal business operations;
- The non-federal entity provides similar goods or services to many different purchasers;
- The non-federal entity normally operates in a competitive environment;
- The non-federal entity provides goods or services that are ancillary to the operation of the Federal program; and
- The non-federal entity is not subject to the compliance requirements of the Federal program as a result of the agreement.

FINANCIAL MANAGEMENT TIP

In determining whether an agreement between a pass-through entity and non-federal entity creates a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement.

All of the characteristics listed above may not be present in all cases, so the pass-through entity must use judgment when categorizing each agreement as a subaward or a procurement contract.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

The contract or other written agreement must not affect the recipient's overall responsibility and accountability to the Federal Government as the award recipient for the duration of the project. As the recipient of the award, you are responsible for monitoring the subrecipient and ascertaining that all fiscal and programmatic responsibilities are fulfilled.

Subrecipient Monitoring

The purpose of subrecipient monitoring is to ensure that the subaward is being used for the authorized purpose, in compliance with the federal program and grant requirements, laws, and regulations, and the subaward performance goals are achieved. All pass-through entities are required to monitor their subrecipients. The requirements for subrecipient monitoring can be found in 31 U.S.C. § 7502 and in Title 2 C.F.R. § 200 (including, but not limited to, the sections on "Subrecipient Monitoring and Management" contained in Subpart D and audit requirements applicable to subrecipients contained in Subpart F).

Additional requirements can be found in the program legislation and the terms and conditions of your award.

FINANCIAL MANAGEMENT TIP

To effectively monitor your subrecipient, you need to ensure that Federal award information and compliance requirements are identified to the subrecipient at the time of the award and that subrecipient activities are monitored throughout the grant period.

As part of your organization's subrecipient monitoring process, you need to develop systems, policies, and procedures to ensure that subrecipient reviews are conducted in accordance with Federal program and grant requirements, laws, and regulations.

Additionally, your organization should develop, implement, and perform procedures to ensure that the subrecipient obtains the required audits, and that audit findings identified in subrecipient audit reports are timely and effectively resolved and corrected.

Subrecipient Agreements

When you, as a pass-through entity, make an award to a subrecipient, you must clearly identify the Federal award information and applicable compliance requirements, including applicable special conditions, in the subrecipient award agreement. Pass-through entities must ensure subaward documents include the following information at the time of the subaward. If any of these data elements change during the period of performance, the changes must be included in subsequent subaward modifications. The subaward must include the following information:

- Federal Award Identification;
- Subrecipient Name (which must match the registered name in DUNS);
- Subrecipient DUNS number;
- Federal Award Identification Number (FAIN);
- Federal Award Date;

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

- Subaward Period of Performance Start and End Date;
- Amount of Federal Funds Obligated in this action/agreement;
- Total Amount of Federal Funds Obligated to the Subrecipient;
- Total amount of the Federal Award;
- Federal Award Project Description;
- Name of the Federal Awarding Agency, Pass-through entity, and contact information for the awarding official;
- Catalog of Federal Domestic Assistance (CFDA) number and name;
- Identification of whether the award is Research and Development (R&D);
- Indirect cost rate for the Federal award;
- All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with federal statutes, regulations and the terms and conditions of the Federal award;
- Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the DOJ grant-making component including identification of required financial and/or performance reports;
- Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate);
- A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200; and
- Appropriate terms and conditions concerning closeout of the subaward.

Additional elements to consider including in the agreement are listed in this chapter in the Best Practices section.

Subrecipient Monitoring Procedures

The pass-through entity must have established, written policies on subrecipient monitoring, as described in 2 C.F.R. § 200.331. As the pass-through entity, you are required during the program period to monitor the subrecipient's use of Federal funds. You should evaluate the subrecipient's risk of non-compliance with Federal statutes, regulations and terms and conditions of the subaward for purposes of determining the appropriate monitoring. The methods of monitoring may vary; some of the factors you may want to consider in determining the nature, timing, and extent of monitoring are as follows:

- Subrecipient's prior experience with the same or similar subawards;
- Results of previous audits;
- Whether the subrecipient has new personnel or a new or substantially changed system;
- The extent and results of Federal awarding agency monitoring.

Subrecipients may be evaluated as higher risk or lower risk to determine the need for closer monitoring. Generally, new subrecipients require closer monitoring. For existing subrecipients, closer monitoring may be warranted based on results noted during monitoring and subrecipient audits, (e.g., the subrecipient has a history of non-compliance as either a recipient or subrecipient, new personnel, or new or substantially changed systems).

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

- Programs with complex compliance requirements have a higher risk of non-compliance;
- The larger the percentage of program awards passed through, the greater the need for subrecipient monitoring;
- Larger dollar awards are of greater risk.

Some of the mechanisms you may use to monitor subrecipient activities throughout the year include regular communication with subrecipients, and appropriate inquiries concerning program activities; performing subrecipient site visits to examine financial and programmatic records and observe operations; and reviewing detailed financial and program data and information submitted by the subrecipient.

However, when no site visit is conducted, the pass-through entity should be familiar with the subrecipient's financial operations and procedures, as well as their maintenance of current financial data such as timesheets, invoices, contracts, and ledgers that tie back to financial reports.

Subrecipient monitoring by the pass-through entity must include:

- Reviewing financial and performance reports submitted by the subrecipient;
- Following-up and ensuring the subrecipient takes action to address deficiencies found through audits, onsite reviews, and other means, and
- Issuing a management decision for audit findings pertaining to the award (see below, and 2 C.F.R. § 200.521 (c)).

The purpose of these monitoring activities is to provide reasonable assurance that the subrecipient has administered the pass-through funding in compliance with the laws, regulations, and the provisions of the award and that the required performance goals are being achieved.

☑ ACTION ITEM

You must have written subrecipient monitoring policies and procedures.

Subrecipient Audits

Your organization needs to develop procedures to ensure that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year provide you with the required completed audit within 9 months after their year-end or one month after the issuance of their audit. Upon receipt of the subrecipient audit you need to:

- Evaluate the impact of subrecipient activities on your organization's ability to comply with applicable Federal regulations,
- Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report, and
- Ensure that the subrecipient takes timely and appropriate corrective action on all audit findings.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

In cases of continued inability or unwillingness of a subrecipient to have the required audits conducted, you, as the Federal awardee, shall take appropriate action using sanctions. It is important that you have policies and procedures in place to properly exercise your fiduciary responsibility in executing your own award requirements should a subrecipient not comply with requirements, laws, and regulations.

As prescribed in 2 C.F.R. § 200 Subpart F, subrecipients are not required to submit a copy of the reporting package to you when there are "no audit findings," i.e., when the schedule of findings and questioned costs does not disclose audit findings relating to the Federal award requirements that you provided in the agreement with your subrecipient, and the summary schedule of prior audit findings does not report the status of audit findings relating to Federal awards.

FINANCIAL MANAGEMENT TIP

You may use the information in the Federal Audit Clearinghouse (FAC) database as evidence to verify that the required audit was performed and the subrecipient had "no audit findings." This verification is in lieu of reviewing submissions from the subrecipient when there are no audit findings. The FAC database is available online.

Best Practices

Listed below are best practices that pass-through entities may consider in developing policies and procedures around subrecipient monitoring.

Subrecipient Pre-Award and Monitoring Procedures

- Develop a request for applications (proposals) that clearly defines the work to be accomplished in furtherance of the Federal award purpose(s).
- Require subrecipients to include in their applications a time-phased milestone plan of action based on clearly-stated accomplishments defined in the proposal.
- Integrate budget line items into the performance plan.
- Require performance/progress reports and supporting documentation with monthly invoices. Performance reports should discuss:
  - Milestones achieved/to be achieved;
  - Any significant problem, issues, or concerns;
  - Timely accomplishments and delays, and
  - Actual cost incurred compared to each budget line item with variances explained.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

Remedies for Subrecipient Noncompliance

If a subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the pass-through entity may impose additional conditions. However, if it is determined that noncompliance cannot be remedied by imposing additional conditions, the pass-through entity may take one or more of the following actions:

- Withholding of disbursements or further awards;
- Disallowance of cost;
- Suspension/termination of award;
- Suspension/Debarment;
- Civil lawsuit, or
- Criminal prosecution.

FINANCIAL MANAGEMENT TIP

To proactively monitor subrecipients:

- Read award/contract documents carefully.
- Ask for explanation and clarity; don't assume.
- Document transactions, agency guidance, performance evaluations, etc., in writing.
- Keep documentation on hand.
- Document, document, document! If it isn't documented, it doesn't exist!

3.15 REPORTING REQUIREMENTS

Introduction

The Department of Justice (DOJ) requires award recipients to submit both financial and program reports. These reports describe the status of the funds or the project, compare actual accomplishments to objectives, and provide other pertinent information. The specific requirements, reporting periods, and submission deadlines are identified below. Your award documents may also include information regarding reporting requirements specific to your particular award.

☑ ACTION ITEM

Be sure to read ALL the special conditions in your award carefully!

SF-425 Federal Financial Reports

The SF-425 Federal Financial Report (FFR) should show the actual funds you have spent (expenditures) and any bills you are going to pay (unliquidated obligations incurred) at the recipient/subrecipient level, both for the reporting period and cumulatively, for each award. A copy of the SF-425 FFR is available in Appendix II.

Recipients will report the summary information on expenditures, unliquidated obligations incurred, the money from your own organization (match), program income, and indirect costs for each quarter of the project. Also the SF-425 should indicate whether the recipient's accounting system operates on a cash- or accrual-basis of accounting.

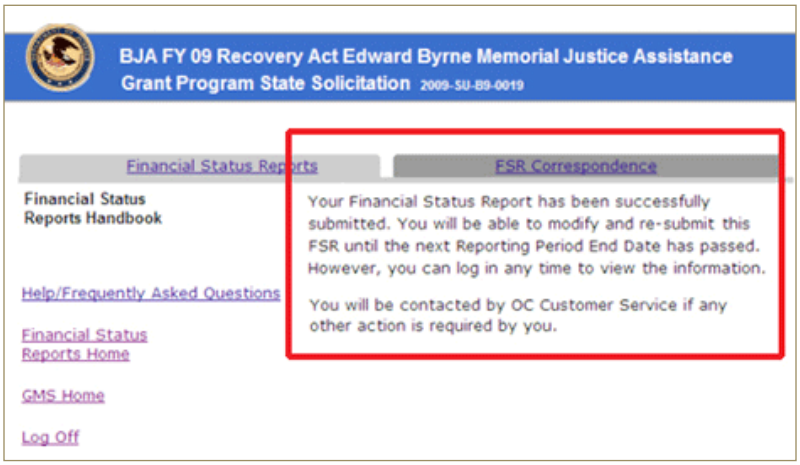
For OJP and OVW recipients:

- The SF-425 must be submitted online through the Grants Management System (GMS) Financial Status Reports Module. This module will allow authorized users to view current and past SF-425s and file or amend the SF-425 for the current quarter. The form presented in Appendix II is a slightly different version than the version in GMS.
- The GMS screens were designed by OJP to allow you to complete the report more quickly by including the previously reported amounts where possible.
- Once you hit the submit button for your FFR, a system message, such as the sample provided in Figure 1, will appear on your screen indicating that your report has been successfully submitted. Please note that your system message may look different from the sample message in Figure 1 if you have a different type of award.

COPS Office recipients are encouraged to submit the quarterly SF-425 through Agency Portal via the COPS Office website at www.cops.usdoj.gov.

3.15 REPORTING REQUIREMENTS

Figure 1



The quarterly SF-425 must be submitted online no later than 30 days after the last day of each quarter. If your FFR is not submitted by the due date, the GMS will automatically consider it to be delinquent and you will not be permitted to draw down funds through the Grants Payment Request System (GPRS). You will receive an automatic email notification if this occurs.

For COPS Office recipients:

- The report is due no later than 30 days after the last day of each quarter. If the SF-425 is not submitted by the due date, recipients will not be permitted to draw down funds through the GPRS system.
- Recipients are highly encouraged to submit their SF-425 online. Visit the COPS Office website at www.cops.usdoj.gov and select the "Account Access" link in the upper right corner to login, complete, and submit reports online. Attachments will not be accepted.
- In cases of an emergency, recipients can submit a completed and signed copy of the SF-425 via fax at 202-616-4428 or mail it to the following address:

U.S. Department of Justice
Office of Community Oriented Policing Services
Federal Financial Reports (SF-425) Records Center 10.E.1004
145 N. Street N.E.
Washington, DC 20530

▶ COPS OFFICE SPECIFIC TIP

For additional instruction on completing the SF-425 form go to http://www.cops.usdoj.gov/Default.asp?Item=740 or call the COPS Office Response Center at: 800-421-6770.

3.15 REPORTING REQUIREMENTS

SF-425 Federal Financial Reports—Due Quarterly		
Reporting Period	**Due By Date**	**Delinquent After**
October 1-December 31	January 30	January 30
January 1-March 31	April 30	April 30
April 1-June 30	July 30	July 30
July 1-September 30	October 30	October 30

FINANCIAL MANAGEMENT TIP

If the Federal Financial Report (SF-425) or progress report is delinquent, an **automatic hold will be placed on the remaining funds associated with each award** and any payments requested through the GPRS will be denied. In addition, any new awards or adjustments to current awards may be restricted until all reports are current.

The final FFR is due within 90 days after the end date of the award period, but may be submitted as soon as all outstanding expenditures have been completed.

Important Reminders

- Report actual funds spent, NOT your draw down amounts from the Federal Government.
- Report all allowable costs incurred, both at the recipient and subrecipient level.
- Report the cumulative matching expenditures.
- Report program income as the cumulative amount, NOT the quarterly amount.
- Report correct indirect cost rate and/or base supplied by your cognizant Federal agency.
- Report correct indirect cost rate type (provisional, final, or fixed).

OJP/OVW COMPONENT SPECIFIC TIP

For information concerning online filing of SF-425 reports, go to *the OJP Training And Technical Assistance GMS User Guide; GMS Financial Status Reports Module (SF-425) for Recipients [PDF - 2.98 MB]* or OJP recipients should contact the OCFO Customer Service Center by phone at 1-800-458-0786 (option 2) or by email at ask.ocfo@usdoj.gov. OVW recipients should contact the OVW Grants Financial Management Division at 1-888-514-8556 or OVW.GFMD@usdoj.gov

3.15 REPORTING REQUIREMENTS

Progress/Program Reports

Progress/program reports provide information relevant to the performance and activities of a plan, program, or project. Progress reports are submitted by recipients annually or semi-annually, depending on the award type. Semi-annual progress reports must be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. Unless otherwise indicated, the final report is due within 90 days after the end date of the award. Reporting requirements are specified in the grant solicitation and in the special conditions specified in the award. OJP and OVW Progress Reports must be submitted via GMS. Questions concerning progress reporting should be directed to the Program Manager for the award.

COPS Office recipients are encouraged to submit progress/program reports online at www.cops.usdoj.gov.

FINANCIAL MANAGEMENT TIP

Technical questions concerning GMS should be addressed to the GMS Helpdesk at 1-888-549-9901 for OJP awards, and 1-866-655-4482 for OVW awards. Programmatic questions should be directed to the program office grant manager identified in your award documents.

OJP SPECIFIC TIP

FFRs and progress reports are not applicable to awards under the State Criminal Alien Assistance Program, Southwest Border Prosecution Initiative, Northern Border Prosecution Initiative, and Bulletproof Vest Partnership Program.

Special Reports

In the review and approval process for plans and applications, it is sometimes necessary for the awarding agency to require that special or unique conditions be met in order to make an award. These special conditions will vary from award to award; however, acceptance of the award constitutes an agreement that the conditions will be met either prior to the project or during the course of the award period.

Government Performance and Results Act (GPRA), Modernization Act (GPRAMA)

As the award recipient, you must agree to collect data appropriate for facilitating reporting requirements established by the Government Performance and Results Act Modernization Act.

- You must ensure that valid and auditable source documentation is available to support all data collected for each performance measure required by your program including those specified in the program solicitation or award.

3.15 REPORTING REQUIREMENTS

Reports Required under the Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act of 2006 (referred to as FFATA or The Transparency Act) requires the Office of Management and Budget to maintain a single, searchable website that provides the public with information about how tax dollars are spent and gives them the ability to hold the Federal Government accountable for each spending decision. That site is http://www.usaspending.gov.

Pass-through entities that award $25,000 or more to subrecipients are required to submit data in the FFATA Subaward Reporting System. Per 2 C.F.R. Volume 1, §170 (Reporting Subaward and Executive Compensation Information), prime grant recipients awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report through the FFATA Subaward Reporting System (FSRS), located at www.fsrs.gov, by the end of the month following the month in which the direct recipient awards any sub-grant greater than or equal to $25,000. Pass-through entities should also review and carefully consider 2 C.F.R. § 200.330 (Subrecipient and Contractor Determinations), as it includes guidance to assist you in making an appropriate determination that is relevant not only with regard to subrecipient reporting under FFATA, but also is key to the proper financial and programmatic administration and management of federal award funds.

The reporting requirements for Federal award recipients of both formula and discretionary grants awarded on or after October 1, 2010 are:

- All subaward information must be reported by the Federal recipient.
- If the initial subaward is at least $25,000, the award recipient must report the subawards and the names and annual compensation of the subawardee's five highest paid executives.
- If the initial award is below $25,000 but subsequent award modifications result in a total award equal to or over $25,000, the award will be subject to the reporting requirements as of the date the award reaches $25,000.
- If the initial award is equal to or greater than $25,000 but de-obligation of funding causes the total award amount to fall below $25,000, you will continue to be subject to the reporting requirements.

The reporting requirements do NOT apply to the following:

- Awards to individuals
- Recipients that had a gross income of $300,000 or less in their previous tax year
- Classified information

☑ ACTION ITEM

Reporting requirements for DOJ awards may change from year to year. Please read your award documents carefully.

3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Retention of Records

You must retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final expenditure report (Federal Financial Report/SF-425). For more information, see 2 C.F.R. § 200.333.

- Retention is required for purposes of Federal examination and audit.
- Records may be retained in an electronic format.

Coverage

The retention requirement includes, if applicable, books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records.

- Source documents may include copies of all awards, applications, and required recipient financial and narrative reports.
- Personnel and payroll records must include the time and attendance reports for all full-time and/or part-time individuals reimbursed under the award.
- Time and effort reports are also required for consultants.

Exception to the 3-Year Retention Period

The 3-year retention period starts from the date of submission of the final expenditure report. The following are exceptions to the standard record retention period:

- If any litigation, claim, audit, or other action involving the records has started before the expiration of the 3-year period, the records must be retained until all issues involving the records have been resolved and final action taken.
- When you are notified by the DOJ grant-making component, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after the final disposition.
- When records are transferred to or maintained by the DOJ grant-making component or pass-through entity, the 3 year retention period requirement is not applicable to the non-Federal entity.
- When required for program income earned after the period of performance, the retention period starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- Indirect cost proposals submitted for negotiation must be retained for 3 years from the date of submission.
- Indirect cost proposals not required to be submitted for negotiation must be maintained for 3 years from the end of the fiscal year covered by the proposal.

3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Maintenance of Records

You must maintain and separately identify all records for each Federal fiscal period so that information desired may be readily located.

- You are obligated to protect the records adequately against fire or other damage.
- You may store the records away from the recipient's principal office; however, a list of the documents must be available if needed.
- Whenever practicable, information should be collected, transmitted and stored in open and machine readable formats rather than in closed formats or on paper.

Access to Records

The DOJ grant-making component, the DOJ Office of the Inspector General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts.

- The right of access is not limited to the required retention period; it will last as long as the records are retained.
- However, only under extraordinary and rare circumstances would such access include review of information that would personally identify confidential informants or victims of crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the information that could personally identify victims of a crime is determined to be necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the DOJ grant-making component.
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the Head of the DOJ grant-making component.

▶ OVW SPECIFIC TIP

- Unless required by statute, OVW will not place restrictions on recipients that limit public access to records of recipients that are pertinent to an award, except when OVW can demonstrate that such records must be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (FOIA) if the records had belonged to OVW.
- In addition, under 42 U.S.C. §13925 (b)(2), OVW grantees and subgrantees may not disclose identifying information about victims served with VAWA funds without a written, informed, time-limited release from the victim. Such a release may not be a condition of receiving services. Grantees and subgrantees can also release information if compelled by a statutory or court mandate. In that case, they are required to make reasonable attempts to provide notice to affected victims and take steps to protect the privacy and safety of the persons affected by the release of information. Grantees and subgrantees are required to document their compliance with this provision.

3.17 REMEDIES FOR NONCOMPLIANCE

Introduction

If the Department of Justice (DOJ) grant-making component or pass-through entity finds that the award recipient or subrecipient has failed to comply with Federal statutes, regulations, or the terms and conditions of an award, additional conditions may be imposed as described in 2 C.F.R. § 200.207. However, if it is determined that noncompliance cannot be remedied by imposing additional conditions, the DOJ grant-making or pass-through entity may take one or more of the following actions under 2 C.F.R. § 200.338:

- Temporarily withhold cash payments pending correction of the deficiency or more severe action by the grant-making component or pass-through entity;
- Disallow all or part of the cost of activities or actions not in compliance;
- Wholly or partly suspend or terminate the Federal award;
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. § 180 and DOJ's implementing regulations at 2 C.F.R. § 2867 (or in the case of a pass-through entity, recommend such a proceeding be initiated by the grant-making component);
- Designate the award recipient as a high-risk recipient under the DOJ high-risk policy;
- Withhold future awards for the project or program; or
- Take other remedies that may be legally available.

Termination

A Federal award may be terminated in whole or in part as follows:

- By the DOJ awarding agency or pass-through entity for failure to comply with the terms and conditions of an award;
- By the DOJ grant-making component or pass-through entity for cause;
- By the DOJ grant-making component or pass-through entity with consent of the recipient, in which case the two parties must agree upon termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- By the recipient upon sending the DOJ grant-making component or pass-through entity written notification including the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the DOJ grant-making component determines that partial termination of the award will not accomplish the purposes for which the award was made, then DOJ may terminate the award in its entirety.

The grant-making component or pass-through entity will provide the grant-making or subrecipient with notice of termination. If the award is terminated for failure to comply with the statutes, regulations, or terms and conditions of the award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.

When an award is terminated or partially terminated, the grant-making component or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

3.17 REMEDIES FOR NONCOMPLIANCE

Hearings and Appeals

Upon taking a remedy for noncompliance, the DOJ awarding agency will provide the recipient with an opportunity to object and provide information and documentation challenging the suspension or termination action (2 C.F.R. § 200.341). Refer to Office of Justice Programs (OJP) Appeal and Hearing Procedures for appeal rights in event of termination (Title 28 C.F.R. § 18).

Effects of Suspension and Termination

Costs incurred during a suspension or after termination of a Federal award or subaward are not allowable unless the DOJ grant-making component or pass-through entity expressly authorizes them in the notice of suspension or termination, or subsequently. However, costs during suspension or after termination are allowable if:

- The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it; and
- The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

3.18 CLOSEOUT

Introduction

Closeout means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in 2. C.F.R. § 200.343 (Closeout). The following chapter provides guidance on closeout procedures applicable to Department of Justice (DOJ) awards.

First Step

For OJP and OVW awards, the process will be initiated once closeout programmatic and financial requirements have been met by using the Closeout Module in the Grants Management System (GMS). All award recipients must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. If the award recipient does not submit all required reports within 90 calendar days of project period end date, OJP/OVW will begin the closeout process. This is referred to as an administrative closeout.

For COPS Office awards, the closeout process will be initiated once programmatic and financial requirements have been met by using the Closeout Module in the Enterprise Content Management (ECM) system. All award recipients must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.

COPS Office recipients will be sent a final progress report from the COPS Office. This report will serve as the recipient's final programmatic report on the award and the information provided will be used to make the final assessment of the award process. As with the quarterly progress reports, this final report must be submitted via the Agency Portal on the COPS Office website at www.cops.usdoj.gov.

- Awards that do not meet closeout requirements (i.e., program requirements not met, open compliance issues, etc.) will be removed from the closeout process and placed in a closeout hold status.

FINANCIAL MANAGEMENT TIP

Recipients should start the closeout process as soon as the program is completed and all Federal and matching funds have been spent.

Closeout of Awards

Cash Reconciliation and Final Draw Down

As the award recipient, you should conduct a financial reconciliation of your accounting records to the final Federal Financial Report (FFR/SF-425) at closeout.

- Any required match must be reported on the final FFR.
- Obligations incurred prior to the project period end date must be liquidated no more than 90 days after the project period end date.
- Recipients must request final reimbursement (draw down) of Federal expenditures made within the approved project period in conjunction with the final SF-425. This request should be submitted prior to the end of the liquidation period (90 days after the end date of the project). Failure to request final payment by this date will

cause delays and result in additional administrative paperwork.

Recipient Closeout Requirements

Within 90 days of the end date of the award (or any approved extension), the following must be submitted by the recipient to the awarding agency:

- Final SF-425
  - This FINAL report of expenditures must have no unliquidated obligations.
  - Any unobligated or unexpended funds will be de-obligated from the award amount. Make sure you have obligated all of your funds prior to the award end date.
  - Match requirements must be met by the end of the award period and included in the report.
  - Recipients who have drawn down funds in excess of their Federal expenditures must return unused funds to the awarding agency when they submit the final report.
  - Be sure to reconcile your final FFR against your internal accounting records. All entries in the accounting system must be supported by adequate source documentation (for example, original invoices and contracts).
  - Report all allowable costs incurred, both at the recipient and subrecipient level.
- The final progress report should be prepared in accordance with instructions provided by the awarding agency's program office.
- All inventions that were conceived or first actually reduced to practice during the course of work under the award project must be listed on an invention report before closeout.
- All required real or personal property reports must be submitted in accordance with the terms of the award.

☑ ACTION ITEM

Submit your final SF-425, final progress report, and invention or equipment reports (if applicable) well in advance of the end of the 90-day period. After the liquidation process, you will be unable to draw any additional funds on the award.

Refund of Federal Grant Monies and/or Program Income

Award recipients should report the amount of Federal funds returned (unobligated balance of Federal funds) on line 10(h) of the final SF-425, and any unexpended program income returned on line 10(o) of the final FFR.

If funds must be returned at award closeout, you should remit:

- A check made payable to the U.S. Department of Justice/Grant-making Component Office name (ex. OJP, OVW, or COPS Office);
- A cover letter or voucher containing the grant award number for the refund, the unobligated balance, and an itemization of funds (e.g., the amount to be applied to excess payments, interest-income, program income, questioned costs, and so forth); and

3.18 CLOSEOUT

- A copy of the final SF-425 report which reconciles the amount of the refund.

If the financial reconciliation process reveals that a refund is due to the Department of Justice (DOJ), the DOJ grant-making component will contact you to request the funds owed. All refunds must be submitted to DOJ by check.

- All checks will be converted into an electronic funds transfer (EFT).
- The account information from the check will be scanned and stored. DOJ will debit the account for the amount specified on the check within 24 hours.
- You will not receive a cancelled check from the bank.
- DOJ will destroy all checks; however, the information from the check necessary to process the payment will be stored electronically.

If the EFT is returned for insufficient funds, DOJ will process the transfer two more times. DOJ may charge a processing fee for insufficient funds.

All refund checks and letters for OJP awards should be submitted to:

Office of Justice Programs
Office of the Chief Financial Officer
ATTN: Accounting Control Branch
810 Seventh Street, N.W.
Washington, DC 20531

All refund checks and letters for OVW awards should be submitted to:

U.S. Department of Justice
Office on Violence Against Women
ATTN: Grants Financial Management Division (GFMD)
145 N Street, N.E.
Suite 10W
Washington, DC 20530

All refund checks and letters for the COPS Office awards should be submitted to:

U.S. Department of Justice
Office of Community Oriented Policing Services
ATTN: Deputy Finance Officer
145 N Street, N.E.
Washington, DC 20530

Failure to Remit Funds Owed

Any funds paid to the recipient that exceeds the amount to which the organization is finally determined to be entitled under the Federal award constitutes a debt to the Federal government. If this debt is not paid within 90 calendar days after the demand for payment, DOJ may take a range of actions, including administratively

3.18 CLOSEOUT

offsetting the debt against other requests for reimbursement, withholding of advance payments otherwise due to the organization, or other action permitted by Federal laws. To the extent permitted under Federal law, DOJ will charge interest on an overdue debt, in accordance with the Federal Claim Collection Standards (31 C.F.R. § 900 through 904). The date from which interest is computed is not extended by litigation or the filing of any form of appeal. See 2 C.F.R. § 200.345.

If your organization does not pay funds owed to DOJ, the debt may be referred to the U.S. Department of the Treasury for collection, as provided by Federal laws.

- Treasury may add fees, fines, and penalties to the original amount of the debt owed to the Federal agency.
- Failure to return any funds due to DOJ may result in a high-risk designation for future awards, withholding or freezing of funds, or special conditions on all other awards to your organization. It may also impact future financial integrity reviews, which in turn will affect future grant awards.

3.19 AUDIT REQUIREMENTS

Audit Threshold

For fiscal years beginning on or after December 26, 2014. If you are a non-Federal entity that expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F.

For fiscal years beginning before December 26, 2014. If you are a non-Federal entity (other than a for-profit/commercial entity) that expended $500,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133 Compliance Supplement 2014.

If you are a non-Federal entity that expended less than the applicable audit threshold a year in Federal awards, you are exempt from Federal audit requirements for that year. However, you must keep records that are available for review or audit by appropriate officials including the Federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Audit Objectives

Awards are subject to conditions of fiscal, program, and general administration to which the recipient expressly agrees upon acceptance of the award. See 2 C.F.R. § 200.514.

- The audit objective is to review the recipient's accountability of funds and required non-Federal contributions to determine whether the recipient has done all of the following:
  - Established an accounting system with adequate internal controls that provide full accountability for revenues, expenditures, assets, and liabilities.
  - Prepared financial statements which are presented fairly and in accordance with generally accepted accounting principles.
  - Submitted financial reports (including Federal Finance Reports (FFRs/SF-425s); cash reports; and claims for advances and reimbursements that contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements.
  - Expended Federal funds in accordance with the terms of award agreements and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

Audit Reporting Requirements

Independent auditors should follow the requirements prescribed in OMB Circular A-133 or 2 C.F.R. Subpart F, as applicable.

- The recipient's accounting records must support all amounts reported to the Department of Justice (DOJ).
- The recipient's financial activity reported to DOJ should reconcile to the amounts reported on the recipient's audited financial statements.
- If there are any differences between the recipient's audited financial statements and the financial activity reported to DOJ, the recipient must be able to explain the differences.

3.19 AUDIT REQUIREMENTS

- If the auditor becomes aware of illegal acts or other irregularities, he or she must give prompt notice to the recipient's management officials above the level of involvement.
- The recipient, in turn, must promptly notify the Federal cognizant agency and/or awarding agency of the illegal acts or irregularities and of proposed and actual actions, if any.

- All awarding agency personnel are responsible for informing the following individuals and groups of any known violations of the law within their respective area of jurisdiction:
  - OJP Office of the Chief Financial Officer
  - OJP Office of the General Counsel
  - U.S. Department of Justice Office of the Inspector General (OIG)
  - State and local law enforcement agencies or prosecuting authorities, as appropriate (see Chapter 3.20: Grant Fraud, Waste, and Abuse).

FINANCIAL MANAGEMENT TIP

Costs for audits not required or not performed in accordance with 2 C.F.R. Part 200 Subpart F, are unallowable. If a non-Federal entity did not meet the applicable expenditure threshold in 2 C.F.R 200.501 for Federal funds during the non-Federal entity's fiscal year, but contracted with a certified public accountant to perform an audit, those costs may not be charged to the grant. See 2 C.F.R. § 200.425.

ACTION ITEM

Audit costs, if allowable by your award, should be prorated and charged to the grant based on the ratio of all Federal grants being audited. See 2 C.F.R. § 200.405.

Audit Submission Requirements

The Federal Audit Clearinghouse (FAC) requires all grant award recipients to use the Internet Data Entry System (IDES) to submit Standard Form-Single Audit Component (SF-SAC) and the Single Audit Reporting package online.

- Recipients will use IDES to:
  - Enter SF-SAC data online;
  - Check SF-SAC data for errors using the "Check Data" feature;
  - Upload a PDF copy of the Single Audit Reporting package;
  - Certify SF-SAC electronically using a signature code provided by the IDES; and
  - Submit their complete certified SF-FAC and Single Audit Reporting package to the FAC electronically.
- To review the submission requirements and create an online report ID, visit FAC's website at http://harvester.census.gov/fac/collect/ddeindex.html.

3.19 AUDIT REQUIREMENTS

Submission of Audit Reports

Recipients must submit audit reports as follows:

- For State and local governments, institutions of higher education, and nonprofit institutions:
  - Completed audit reports for fiscal years 2008 and later must be submitted electronically, rather than in paper format, to the Federal Audit Clearinghouse (FAC).
  - Instructions for submitting paper and online audit reports on FAC's website are listed at the FAC Data Collection Form Options web page.

FINANCIAL MANAGEMENT TIP

Completed audit reports for State and local governments, institutions of higher education, and nonprofit institutions, should not be mailed to DOJ unless requested by an agency official.

- Commercial organizations and individuals should mail one copy of all completed audit reports to:

U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer
ATTN: Control Desk
810 Seventh Street, N.W.
Washington, DC 20531

Audit Report Confirmation Requests

When an independent audit has been completed, recipients of OJP/COPS Office grant funds should mail an audit confirmation request to:

U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer
Attention: Grants Financial Management Division
810 Seventh Street, N.W.
Washington, DC 20531

Audit confirmation requests for OVW awards should be sent to:

Office on Violence Against Women
Attn: Grants Financial Management Division (GFMD)
145 N. Street, N.E.
Suite 10W
Washington, DC 20530

3.19 AUDIT REQUIREMENTS

Due Dates for Audit Reports

Audit reports are due no later than 9 months after the close of each fiscal year during the term of the award. See 2 C.F.R. § 200.512(a). Federal agencies can no longer grant due date extensions for submission of single audit reports.

Audit Compliance

When an organization-wide audit has not been conducted, the following materials may be reviewed to determine recipient compliance with Federal requirements:

- Audits from recipients that were made in accordance with the Government auditing standards found in 2 C.F.R. Subpart F (§ 200.500).
- Previous audits performed on recipients' operations.
- Desk reviews of project documentation.
- Project audits by auditors obtained by recipients.
- Evaluations of recipients' operations by program officials.

Resolution of Audit Reports

For an audit to be effective, it is important for a recipient to have policies and procedures in place to ensure timely corrective action on audit recommendations.

Each recipient must designate officials responsible for the following tasks:

- Following up on audit recommendations.
- Maintaining a record of the corrective action taken on recommendations, including time schedules for completing corrective action, such as those stated in a Corrective Action Plan (CAP).
  - Typically, the CAP letter will include a description of the finding, specific steps to take to implement the recommendation, including written formal procedures; a timetable for performance of each corrective action; and a description of monitoring to be performed to ensure implementation of the CAP.
  - The recipient must generate a response to the CAP letter within the specified timeframe, usually within 30 days after receipt of the letter.
- Implementing audit recommendations.
- Providing an audit report special condition on all subawards.
  - This special condition should include the audit report period, required audit report submission date, and name and address of the cognizant Federal agency.
  - The policy of the awarding agency is to not make new awards to applicants who are not in compliance with the audit requirements.
  - A special condition will be placed on new awards if an audit report is delinquent.

3.19 AUDIT REQUIREMENTS

FINANCIAL MANAGEMENT TIP

The awarding agency monitors the audit report requirements for commercial organizations through its audit tracking system. Once audit reports are received through the DOJ single audit process, OJP will track the reports until the audit has been resolved and officially closed by the Office of the Inspector General.

Top Audit Findings (Fiscal Year 2014)

Below are the most common findings from audits of DOJ awards in Fiscal Year 2014, the most recent year for which this information is available. We provide these findings to make you aware of some areas to monitor closely in managing your award so that you are in compliance with all requirements and your own audits go smoothly.

Top Audit Findings (Fiscal Year 2014)	
1	Procedures not documented or need improvement – Internal Controls.
2	Procedures not documented or need improvement - Accounting.
3	Special Condition not met by grantee – unsupported/unauthorized expenditures / drawdowns.
4	Accounting system inadequate or not effectively utilized to account for grant funds.
5	Procedures not documented or need improvement - Payroll.
6	Quarterly and Annual Financial and Program Reports not submitted timely.
7	Procedures not documented or need improvement - Inventory.
8	Quarterly and Annual Financial and Program Reports not accurately prepared.
9	Suspension and Debarment – verification not performed or not properly documented.
10	Subrecipient monitoring not being conducted.

Audit of Subrecipients

When subawards are made by the direct recipient to another organization or organizations, the direct recipient is responsible for making sure that subrecipients comply with the audit requirements set forth in this chapter. See 2 C.F.R. § 200.331(f).

- It is the direct recipient's responsibility to ensure that subrecipient audit reports are received and that corrective actions on all audit findings have been implemented.
- The subrecipient must convey to the direct recipient any known or suspected violations of law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities.

ACTION ITEM

If a subrecipient is not required to have an audit, as stipulated in 2 C.F.R Subpart F (§ 200.500), the direct recipient is still responsible for monitoring the subrecipient's activities to provide reasonable assurance that the subrecipient administers Federal awards in compliance with Federal requirements. See 2 C.F.R. § 200.330 through 200.332 – (Subrecipient Monitoring and Management).

3.19 AUDIT REQUIREMENTS

Technical Assistance

If DOJ is your assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to your organization, then the DOJ Office of the Inspector General (OIG) is available to provide technical assistance to you in implementing the audit requirements of this chapter. Requests for technical assistance should be addressed to the appropriate DOJ Regional Inspector General's Office (see the listing of regional offices at the end of this chapter).

This assistance is available for areas such as:

- Review of the audit arrangements and/or negotiations
- Review of the audit program or guide to be used for conducting the audit
- Onsite assistance in the performance of the audit, when deemed necessary, as a result of universal or complex problems that may arise

Full-Scope Auditing

In addition to arranging and providing for the organizational, financial, and compliance audits required by 2 C.F.R. Subpart F (§ 200.500), direct recipients and subrecipients are encouraged to provide for additional audit coverage, as deemed appropriate.

- The additional audit coverage to be provided should be determined based on the circumstances surrounding the particular organization, function, program, or activity to be audited; management needs; and available audit capability.
- As a direct recipient or subrecipient, you can determine the need for additional audit coverage by considering answers to the following questions about the organization that may need the coverage:
  - Are resources managed and used economically and efficiently?
  - Are desired results and objectives achieved effectively?
  - Is the accounting system and system of internal controls acceptable prior to the receipt of awarding agency funds? At a minimum, internal controls should include documented written procedures of the direct recipient or subrecipient.
  - Are the systems and controls adequate to detect fraud, waste, and abuse?

Commercial (For-Profit) Organizations

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds.

- This audit must be performed in accordance with the Government Auditing Standards (January 2007 Revision) [PDF - 867 Kb], as found on the GAO website.
- The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award.
- Usually, these audits must be conducted annually. They must be conducted no less frequently than every 2 years. The dollar threshold that is established for audit reports in 2 C.F.R. § 200.500 applies, as amended.

3.19 AUDIT REQUIREMENTS

Failure to Comply

Failure to have audits performed as required will result in the awarding agency taking remedial action, as allowed under law. This may include, but not be limited to, the withholding of new discretionary awards and/or withholding of funds, or a change in the method of payment on active awards.

Office of Inspector General Regional Offices

As mentioned previously, if DOJ is your assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to your organization, then you are eligible to receive technical assistance from the DOJ OIG. Direct your request to the appropriate regional audit office of the DOJ OIG in the table in this section.

Regional Audit Office	Geographical Area
Atlanta Region (40) Ferris B. Polk, Regional Audit Manager 75 Spring Street, Suite 1130 Atlanta, GA 30303 Phone: 404-331-5928 Fax: 404-331-5046	Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, and Virgin Islands
Chicago Region (50) Carol S. Taraszka, Regional Audit Manager 500 West Madison, Suite 1121 Chicago, IL 60661 Phone: 312-353-1203 Fax: 312-886-0513	Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, and Wisconsin
Denver Region (60) David M. Sheeren, Regional Audit Manager 1120 Lincoln Street, Suite 1500 Denver, CO 80203 Phone: 303-864-2000 Fax: 303-864-2004	Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, and Wyoming
Philadelphia Region (70) Thomas O. Puerzer, Regional Audit Manager 701 Market Street, Suite 201 Philadelphia, PA 19106 Phone: 215-580-2111 Fax: 215-597-1348	Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont
San Francisco Region (90) David J. Gaschke, Regional Audit Manager 90 7th Street, Suite 3-100 San Francisco, CA 94103 Phone: 650-876-9220 Fax: 650-876-0902	Alaska, American Samoa, California, Guam, Hawaii, Nevada, Oregon, Trust Territory of the Commonwealth of Northern Mariana Islands, and Washington
Washington Region (30) John J. Manning, Regional Audit Manager 1300 North 17th Street, Suite 3400 Arlington, VA 22209 Phone: 202-616-4688 Fax: 202-616-4581	District of Columbia, Maryland, Virginia, and West Virginia

3.20 GRANT FRAUD, WASTE, AND ABUSE

Introduction

The U.S. Department of Justice (DOJ) awards Federal grant funds to recipients for specific purposes and requires them to use the funds within established guidelines. Unfortunately, some recipients and subrecipients have misused award funds in multiple ways ranging from award mismanagement to intentional criminal fraud. With this chapter, we aim to help you avoid misuse of award funds and the resulting penalties.

Detection of Grant Fraud

You are encouraged to:

- Be aware of common grant fraud schemes. This knowledge is the best way to reduce or even eliminate the risk of fraud.
- Adopt effective fraud risk-management efforts within your organization, and encourage your subrecipients to do the same in order to prevent and detect fraud as early as possible.

FINANCIAL MANAGEMENT TIP

Detecting grant fraud schemes early allows you every chance of success with your award and ensures taxpayer dollars are used as efficiently and effectively as possible.

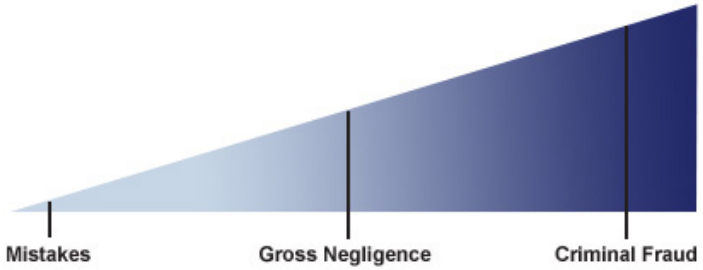
Penalties of Grant Fraud

If you are found guilty of grant fraud, you may be subject to various remedies available under Federal law, including any or all of the following:

- A ban from receiving future Federal funding;
- Administrative recoveries of funds;
- Civil lawsuits and criminal prosecution; or
- A combination of all or some of these remedies.

Fraud Indicators

The indicators or markers of fraud, waste, and/or abuse of award funds are varied and can be due to a range of causes. Follow-up on all such concerns is important.



3.20 GRANT FRAUD, WASTE, AND ABUSE

FINANCIAL MANAGEMENT TIP

As you manage your award, you may need to investigate an area or activity for possible fraud. Look for clues or hints of possible fraud in the following three areas: employee behavior; employee communications; and employee performance.

Common Grant Fraud Schemes

Most misuse of funds falls into one or more of three general categories:

- Conflicts of Interest
- Failure to Properly Support the Use of Award Funds
- Theft

We will examine each of these categories in the sections that follow.

Conflicts of Interest

You are required to use Federal funds in the best interest of your award program. Your decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. You are required to disclose in writing any potential conflict of interest to your grant-making component or pass-through entity, as applicable. See 2 C.F.R. § 200.112.

- **Conflict in Fact.** In the use of award funds (direct or indirect), a recipient or subrecipient should not participate in any decisions, approval, disapproval, recommendations, investigation decisions, or any other proceeding concerning any of the following people or groups:
  - An immediate family member;
  - A partner;
  - An organization in which they are serving as an officer, director, trustee, partner, or employee;
  - Any person or organization with whom they are negotiating or who has an arrangement concerning prospective employment, has a financial interest, or for other reasons can have less than an unbiased transaction with the recipient or subrecipient.
- **Conflict in Appearance.** In the use of award funds, you and your subrecipients should avoid any action which might result in, or create the appearance of:
  - Using your official position for private gain;
  - Giving special treatment to any person;
  - Losing complete independence or objectivity;
  - Making an official decision outside official channels; or
  - Affecting negatively the confidence of the public in the integrity of the Government or the program.

3.20 GRANT FRAUD, WASTE, AND ABUSE

Typical conflict-of-interest issues may include:

- Less-than-arm's-length transactions—the act of purchasing goods or services or hiring an individual from a related party such as a family member or a business associate of the recipient.
- Not using fair and transparent processes for subrecipient decisions and vendor selection. These processes must be free of undue influence, and fair and transparent. Most procurement requires full and open competition.
- Consultants can play an important role in award programs; however, as a recipient or subrecipient, you must ensure that their work for you conforms to all regulations governing a fair consultant selection process, reasonable pay rates, and specific verifiable work product.

Case Example #1

Background	Possible Fraud Indicator	Scheme Identified	Result
An individual was assigned to purchase equipment using a Federal award.	Circumvention of the established procurement process; vendor complaints.	Individual stole over $100,000 by directing contracts to bogus companies that he had established.	240-month prison sentence

Failure to Properly Support the Use of Award Funds

A Federal award agreement creates a legal and binding obligation. As a direct recipient or a subrecipient, it obligates you to:

- Use your award as outlined in the agreement.
- Act with integrity when applying for and reporting your actual use of funds.
- Properly track the use of funds and maintain adequate supporting documentation.

Typical issues involving failure to properly support the use of award funds include:

- Deliberate redirection of the use of funds in a manner different from the purpose outlined in the award agreement.
- Failure to adequately account for, track, or support transactions such as personnel costs, contracts, indirect cost rates, matching funds, program income, or other sources of revenue.

FINANCIAL MANAGEMENT TIP

Grant applicants and award recipients must represent their eligibility for funding accurately and cannot provide false or misleading information in their application, subsequent narrative progress reports, or federal financial reports.

3.20 GRANT FRAUD, WASTE, AND ABUSE

Case Example #2

Background	Possible Fraud Indicator	Scheme Identified	Result
A recipient received a Federal award for specific purposes.	An inability to provide sufficient and verifiable supporting documentation concerning the actual use of those funds.		Recipient paid the Federal government over $300,000 to settle civil fraud allegations.

Theft

Theft is the most common issue in almost all organizations—including those that receive Federal awards. You are encouraged to keep the following in mind:

- People who embezzle funds can be extremely creative, while often appearing very trustworthy. These abilities are precisely why they can do so much damage to an organization and remain undetected for extended periods of time.
- Poor or no internal controls provide an opening for theft. A lack of proper separation of duties is one of the most common weaknesses.

☑ ACTION ITEM

Checks routinely written to employees for the "reimbursement" of expenses, and the routine use of ATM/debit/gift/credit cards for award costs, must be carefully controlled and require strong oversight.

Case Example #3

Background	Possible Fraud Indicator	Scheme Identified	Result
A nonprofit received $2.7 million in Federal award funds to assist underprivileged children.	Unsuccessful program, lack of internal controls, unexplained income.	Funds had been diverted to pay for a wedding reception, building construction, plasma TV, and personal credit card bills, with an estimated total loss of $450,000.	36- and 66-month prison sentences and full restitution.

Ways to Reduce the Risk of Fraud

There are several things that you can do to reduce or even eliminate the risk of fraudulent use of your Federal award:

- Examine your operations and internal controls to identify your fraud vulnerabilities.
- Implement specific fraud prevention strategies including educating others about the risks. The more people are aware of the issues, the more they can help prevent problems or detect them as early as possible.

3.20 GRANT FRAUD, WASTE, AND ABUSE

- Maintain a well-designed and -tested system of internal controls.
- Ensure all financial or other certifications and progress reports are adequately supported with appropriate documentation and evidence.
- Identify any potential conflict-of-interest issues and disclose them to the awarding agency for specific guidance and advice.
- Follow a fair and transparent procurement process, especially when using consultants. Ensure that the rate of pay is reasonable and justifiable, and that the work product is well-defined and documented.

Contact the DOJ Office of the Inspector General for more information.

FINANCIAL MANAGEMENT TIP

Information on designing and testing internal controls may be found in the following references:

- OMB Circular A-133, 2014 Compliance Supplement, Part 6, Internal Control (PDF) (updated annually).
- OMB Circular A-123, Management's Responsibility for Internal Control (main portion) (PDF). Please also see multiple appendices to this circular. Although this is written for Federal Agencies, its guidance on internal control systems and testing those systems may be a useful reference resource.
- Committee of Sponsoring Organizations of the Treadway Commission (COSO), (http://www.coso.org/guidance.htm). This site has guidance available on internal control framework and testing and has been designed for the private sector, but may be a useful reference resource.

3.21 OJP'S PAYMENT PROGRAMS

Introduction

The Office of Justice Programs (OJP) has several payment or reimbursement programs that are available to eligible applicants: the Bulletproof Vest Partnership (BVP), the State Criminal Alien Assistance Program (SCAAP), the Northern Border Prosecution Initiative (NBPI), and the Southwest Border Prosecution Initiative (SWBPI). In this section we briefly introduce each of these programs; please visit the related websites for recently updated information and each program's specific guidelines.

Bulletproof Vest Partnership

The BVP was created for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. The program is administered by OJP's Bureau of Justice Assistance (BJA). It was enacted in 1998 by the Bulletproof Vest Partnership Grant Act (Public Law 105-181).

Eligibility and Guidelines

- Eligible jurisdictions that employ law enforcement officers may participate in this program. A jurisdiction is a State, town, city, village, borough, parish, or Indian tribe.
- Through the BVP program, recipients are reimbursed for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.
- Under current legislation, jurisdictions with fewer than 100,000 residents receive priority funding. Any remaining funds are distributed on a pro rata basis to jurisdictions with 100,000 residents or more.
- In order to qualify for this reimbursement, body armor must comply with the National Institute of Justice (NIJ) standards as of the date the body armor was ordered. Information pertaining to the current NIJ standards is available online at the NIJ Definition of Eligible Body Armor web page.

Application and Funding Process

You can obtain current information and manage the entire BVP program process from application through payment using the online BVP system located at http://OJP/Bulletproof Vest Partnership Program. To participate in the BVP program, State, local, and tribal jurisdictions must follow four steps:

- Register as a jurisdiction
  - Jurisdictions that have never participated in the BVP program can register at any time throughout the year by contacting BVP Customer Support via phone at 1-877-758-3787 or email at vests@usdoj.gov.
  - If an eligible jurisdiction has more than one law enforcement agency (LEA), each LEA should register in the BVP system, and the application will be submitted by the jurisdiction on behalf of all of its LEAs.
  - Once registered with the BVP program, jurisdictions are responsible for regularly updating their own critical information.
- Submit application
  - When submitting an application, jurisdictions must make sure to identify the total number, type, and projected cost of vests for all eligible, participating law enforcement officers.
  - Applications may be submitted only during the annual 6-week open application period.
  - Funding decisions are made within 3 months after the application period closes.

3.21 OJP'S PAYMENT PROGRAMS

- Applicants are notified via email regarding approved funding levels.
- BVP funds are dispersed when the LEA receives the vests and the jurisdiction submits a request for payment through the BVP system.

- Purchase vests
  - BVP funds may only be used to purchase vests that meet the current NIJ bullet-resistant body armor standards.
  - A list of vest models that meet the current NIJ standards is available on the BVP website.
- Submit receipt information
  - Once vests are received, jurisdictions can submit a request for payment through the BVP system.
  - Recipients have up to 2 years from the date of the award to submit payment requests.
  - Once the payment request is submitted, BJA reviews the request for accuracy and processes payments on a monthly schedule.

Key Points about the BVP Program	
1	All purchased body armor must comply with NIJ body armor standards, which are available at the NIJ Definition of Eligible Body Armor web page.
2	BVP funds can be used to purchase only one vest per officer during the jurisdiction's stated replacement cycle.
3	BVP funds may be used toward the purchase of tactical-level vests, but if a tactical-level vest is purchased for an officer, it must be the officer's primary vest; a regular-duty vest cannot be purchased for the same officer, during the same replacement cycle, using BVP funds.
4	Beginning in fiscal year 2009, during the payment request process, jurisdictions may request, based on financial hardship, a waiver of the 50 percent match requirement. Jurisdictions that request the waiver must cite the nature of the financial hardship and maintain documentation pertaining to the hardship.
5	BJA strongly recommends that every LEA implement a mandatory body armor wear policy, if one is not currently in place. A mandatory wear concepts and issues paper and model policy are available by contacting the International Association of Chiefs of Police at policycenter@theiacp.org.
6	BJA recognizes that LEA operational and equipment needs may change. Consequently, participating agencies are not required to purchase the exact number, type, or model of vests contained in the approved application. Vests may be purchased at any threat level, make, or model and from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable NIJ ballistic or stab standards.

FINANCIAL MANAGEMENT TIP

Justice Assistance Grant funds also may be used to purchase vests for an agency, but they may not be used to pay for that portion of the bulletproof vest (50 percent) that is not covered by BVP funds.

3.21 OJP'S PAYMENT PROGRAMS

State Criminal Alien Assistance Program

Through SCAAP, the U.S. Government provides payments to States and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who had at least one felony or two misdemeanor convictions for violations of State or local law, and were incarcerated for at least 4 consecutive days during a reporting period. BJA administers SCAAP in cooperation with the U.S. Department of Homeland Security (DHS).

Eligibility and Guidelines

Beginning with Federal fiscal year 2007, SCAAP awards must be used for correctional purposes only. To be considered for SCAAP funding, States and localities must prove that inmate records, convictions, and length of custody to meet the following eligibility requirements:

- **Inmate records**. For the purposes of SCAAP, an inmate is defined as a person who did one of the following things or was in one of the following situations:
  - Entered the United States without inspection or at any time or place other than as designated by the Attorney General.
  - Was in deportation or exclusion proceedings at the time he or she was taken into custody.
  - Is a nonimmigrant who failed to maintain his or her nonimmigrant status at the time he or she was taken into custody.
  - Is part of a subset of Mariel Cubans who otherwise meet these requirements.
- **Convictions and custody information.** To apply for SCAAP funds, an entity must be a State or unit of government with authority over correctional facilities that incarcerate or detain undocumented criminal aliens for terms of 4 or more consecutive days. Applicants may submit records of eligible inmates in their custody during the reporting period who meet all of the following criteria:
  - Were born outside the United States or one of its Territories and have no reported or documented claim to U.S. citizenship;
  - Were in the applicant's custody for 4 or more consecutive days during the reporting period;
  - Were convicted of a felony or second misdemeanor for violations of State or local law; and
  - Were identified and reported using due diligence.
- DHS makes the final determination on whether the documentation submitted supports the status of the inmate as an undocumented alien.

Application and Funding Process

The application and payment process for SCAAP is managed using the Grants Management System (GMS).

- The SCAAP system is available through the main GMS log-in page at GMS Log-in page.
- SCAAP payments must go directly to eligible States and localities.
- Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS user profile.
- The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government.

3.21 OJP'S PAYMENT PROGRAMS

FINANCIAL MANAGEMENT TIP

A SCAAP application without the CEO information included will be significantly delayed.

Key Points about the SCAAP	
1	Each SCAAP reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was July 1, 2008 through June 30, 2009.
2	Correctional officer salaries reported in the SCAAP application may only include base salary, overtime, and shift differential pay. Fringe benefits should not be included in the total salary.
3	The "total all inmate days" is the cumulative number of incarceration or detention days attributable to all inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly facility head counts for the 365 days in the reporting period.
4	All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's Employer Identification Number (tax identification), jurisdiction name, and vendor number when applying for SCAAP funds. For example, police department and sheriff's offices may not apply directly for SCAAP funding.
5	See the 2015 SCAAP Program Guidelines located on the BJA website for more information.

Northern Border Prosecution Initiative and Southwest Border Prosecution Initiative

The NBPI and SWBPI programs were created to reimburse eligible State and local jurisdictions for prosecution and pretrial detention costs for cases that the Federal Government declined and referred to these jurisdictions. While applicant jurisdictions may use funds from NBPI/SWBPI Federal payments for any purpose not otherwise prohibited by Federal law, the programs encourage the jurisdictions to use the funds to support and enhance prosecutorial and detention services.

Note: Beginning in Fiscal Year 2013, BJA will only reimburse prosecution costs and will no longer reimburse detention costs under the Northern Border Prosecution Initiative and the Southwest Border Prosecution Initiative.

Eligibility and Guidelines

- A federally initiated and referred criminal case is eligible if it was prosecuted by a State or county prosecutor and disposed of during one of the eligibility periods.
- An applicant must be the chief executive or an authorized designee of any eligible jurisdiction.
- Only employees, such as a sheriff or county prosecutor, of the applicant jurisdiction can serve as an authorized designee for SWBPI or NBPI applications.
- The following border State and county governments are eligible to receive funding under the border prosecution initiatives:
  - Northern border: Alaska, Idaho, Maine, Michigan, Minnesota, Montana, New Hampshire, New York, North Dakota, Ohio, Pennsylvania, Vermont, Washington, and Wisconsin
  - Southwest Border: Arizona, California, New Mexico, and Texas

3.21 OJP'S PAYMENT PROGRAMS

- In addition to being an approved border State, submitted cases must meet the following criteria to be considered for NBPI and SWBPI funding:
  - The criminal case was federally initiated.
  - The case was declined or referred to a county or State jurisdiction after October 1, 2005.
  - The case was prosecuted by a State or county prosecutor.
  - The case was disposed of during a designated reporting period.
- Each defendant listed represents a separate case. If one case has multiple defendants, each defendant should be listed as a separate case.
- If one defendant was charged in multiple cases and the cases were investigated or prosecuted during concurrent periods of time, all cases are claimed as one case.

Application and Funding Process

- The annual application-through-payment processes for the NBPI and SWBPI programs are managed via online systems.
- The NBPI program is available at http://www.ojp.gov/nbpi, and guidelines are available in the document Northern Border Prosecution Initiative 2013 Guidelines (PDF).
- The SWBPI program can be found at http://www.ojp.gov/swbpi, and guidelines are available in the document Southwest Border Prosecution Initiative 2013 Guidelines (PDF).

Key Points about the NBPI and SWBPI Programs	
1	Each NBPI/SWBPI reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was October 1, 2008 through September 30, 2009.
2	Court and arrest records for each case submitted for NBPI/SWBPI funding may be requested by BJA for pre- and post-award review. Any cases that do not have the corresponding court and arrest records will not be considered for funding.
3	Documentation must be maintained to support that NBPI/SWBPI funds, when combined with other Federal prosecution funds, do not exceed 100 percent of the prosecution costs for the cases.
4	Time spent by prosecutors on judicial appeals and incarceration time for sentenced offenders are not allowable program costs and should not be reported on the application.

4.1 ORGANIZATION CHARTS

United States Department of Justice Organization Chart

Office of Justice Programs Organization Chart

5.1 ACRONYMS

A Note for Readers

To reduce clutter and ease reading, we have used acronyms instead of the full phrasings for organizations, positions, and other items referenced more than once in the *Guide*. For the reader's convenience, the list of acronyms is organized alphabetically.

A	
ACH	Automated Clearing House
ADP	Automatic Data Processing
ARRA	The American Recovery and Reinvestment Act of 2009
B	
BJA	Bureau of Justice Assistance
BPIs	Border Prosecution Initiatives
BVP	Bulletproof Vest Partnership
C	
CAP	Corrective Action Plan
CCR	Central Contractor Registration
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CJICS	Criminal Justice Information and Communication Systems
COPS	Office of Community Oriented Policing Services
CSB	Customer Service Branch (of the Office of the Chief Financial Officer)
D	
DHS	U.S. Department of Homeland Security
DOJ	U.S. Department of Justice
DUNS	Data Universal Numbering System
E	
EFT	Electronic funds transfer
EIN	Employer Identification Number
F	
FAC	Federal Audit Clearinghouse
FAQs	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FFATA	Federal Funding Accountability and Transparency Act
FFR	Federal Financial Report (SF-425)
FPOC	Financial Point of Contact
FSR	Financial Status Report

F	
FSRS	FFATA Subaward Reporting System
FTR	Federal Travel Regulation
FY	Fiscal Year
G	
GAN	Grant Adjustment Notice
GAO	U.S. Government Accountability Office
GMS	Grants Management System
GPRS	Grant Payment Request System
GSA	U.S. General Services Administration
H	
HHS	U.S. Department of Health and Human Services
I	
ICAC	Internet Crimes Against Children
IDES	Internet Data Entry System
IFB	Invitation for Bid
IRS	Internal Revenue Service
IT	Information Technology
J	
JABG	Juvenile Accountability Block Grant
JAG	Justice Assistance Grant
JJA	Juvenile Justice Act
L	
LEA	Law Enforcement Agency
M	
M&IE	Meals and Incidental Expenses
MPIN	Marketing Partner Identification Number
MTDC	Modified Total Direct Cost
N	
NBPI	Northern Border Prosecution Initiative
NEPA	National Environmental Policy Act
NIJ	National Institute of Justice
O	
OCFO	Office of the Chief Financial Officer
OCR	Office for Civil Rights (of the Office of Justice Programs)

5.1 ACRONYMS

O	
OIG	Office of the Inspector General
OJJDP	Office of Juvenile Justice and Delinquency Prevention
OJP	Office of Justice Programs
OMB	Office of Management and Budget
OVC	Office for Victims of Crime
OVW	Office on Violence Against Women
P	
PAPRS	Phone Activated Payment Request System (replaced by GPRS)
P/E	Purchase of Evidence
P/I	Purchase of Specific Information
PMT	Performance Measurement Tool
POV	Privately owned vehicle
PPOC	Programmatic point of contact
P/S	Purchase of Services
R	
RFP	Request for Proposal
RISS	Regional Information Sharing Systems
S	
SAM	System for Award Management
SCAAP	State Criminal Alien Assistance Program
SES	Senior Executive Service
SF-424	Standard Form 424
SF-425	Standard Form 425
SF-SAC	Standard Form-Single Audit Component
SOW	Statement of Work
STOP	Services Training Officers Prosecutors (Violence Against Women OVW formula grant program)
SWBPI	Southwest Border Prosecution Initiative
T	
Treasury	U.S. Department of the Treasury
U	
U.S.C.	United States Code
V	
VOCA	Victims of Crime Act
X	
XML	Extensible Markup Language

5.2 GLOSSARY OF TERMS

A

ACCRUAL BASIS is the method of recording revenues in the period in which they are earned, regardless of when cash is received, and reporting expenses in the period when the charges are incurred, regardless of when payment is made.

ADDENDUM RECORD is what the bank receives that explains what a payment is for and gives the detail necessary for accurate posting into the correct account.

ADMINISTRATIVE REQUIREMENTS are set forth at 2 C.F.R. Part 200.

AMUSEMENT/SOCIAL EVENT is an informal gathering which is not mandatory for all participants to attain the necessary information. An indicator of a social/amusement event is a cash bar.

AWARDING AGENCY is typically (depending on context) the Federal Government or the next highest authority, that is, the State agency administering the formula award or the Federal agency administering the discretionary award.

AWARDS typically refers to grants or cooperative agreements, but may include funding mechanisms, such as interagency agreements, contracts, and/or other agreements, depending on the context.

B

BLANKET REQUEST a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the same fiscal year.

BLOCK/FORMULA AWARDS are awarded to the States to provide assistance to State and local units of government for programs in accordance with legislative requirements.

BREAK FOODS consist of cookies, sodas, and fruits or other snack items, and may be served at a training program, a meeting, or a conference.

BREAKS are short pauses in an ongoing informational program at trainings, meetings, conferences, or retreats. Typically, an all-day event may include one break during a morning session and one break during an afternoon session.

BUDGET PERIOD is the period for which a budget is approved for an award. The budget period may be equal to or shorter than the project period for an award, but cannot be longer than the project period.

C

CASH BASIS is the method of reporting revenues and expenses when cash is actually received or paid out.

CLOSEOUT is a process in which the awarding agency determines that all applicable administrative actions and all required work of the award have been completed by the recipient and the awarding agency.

COGNIZANT FEDERAL AGENCY FOR AUDIT is generally the Federal agency that provides the most Federal financial assistance to you, the recipient of funds. Cognizance is assigned by OMB, and a list of agencies is available at the FAC Web site. See 2 C.F.R. § 200.18. Cognizant agency for audit is not always the same as the cognizant agency for indirect costs. For assignments of cognizant agencies see 2 C.F.R. § 200.19, which refers to the appropriate Appendices.

CONFERENCE is defined broadly, and includes meetings, retreats, seminars, symposia, or training activities. See 41 C.F.R. § 300-3.1; 2 C.F.R. § 200.432.

CONSULTANT is an individual who provides professional advice or services.

CONTINENTAL BREAKFAST means a light breakfast that may include a selection of coffees, teas, juices, fruits, and assorted pastries, and is allowable provided several hours of substantive material directly follows the continental breakfast. Grant recipients are reminded that the least expensive of the available selections should be chosen.

CONTRACT means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward. See 2 C.F.R. § 200.22.

COOPERATIVE AGREEMENTS are utilized when substantial involvement is anticipated between the awarding agency and the recipient during performance of the contemplated activity. See 2 C.F.R. § 200.24.

D

DIRECT RECIPIENT is an individual and/or organization that receives Federal financial assistance directly from a Federal agency.

DISCRETIONARY AWARDS are made to States, units of local government, or private organizations at the discretion of the awarding agency. Most discretionary awards are competitive in nature in that there are limited funds available and a large number of potential recipients.

DOMESTIC TRAVEL includes travel within and between Canada and the United States and its territories and possessions.

5.2 GLOSSARY OF TERMS

DRAW OR DRAWING DOWN refers to the payments made by the Federal Government to the grantee which deplete the total grant award amount. DOJ grantees draw down or receive payments of their grant funding through the active grant period.

E

EARMARKS are legislative provisions that direct funds to be spent on specific projects, groups, or organizations.

EQUIPMENT is tangible, nonexpendable personal property having a useful life of more than 1 year and an acquisition cost of $5,000 or more per unit. A recipient/subrecipient may use its own definition of equipment provided that such definition would at least include all equipment defined above.

EXPENDITURE is a payment, outlay, or disbursement that may or may not be an expense.

F

FEDERAL CONTRACTOR is a person or entity that contracts with the Federal Government to provide supplies, services, or experimental, developmental, or research work. Entities may include commercial organizations, educational institutions, construction and architect-engineer companies, State and local governments, and nonprofit organizations. See Title 48 C.F.R. § 31.103-105, § 31.107-108.

FEDERAL EMPLOYEES are those persons employed in or under an agency of the United States Federal Government or the District of Columbia. See 5 U.S.C. 4101 (1994) [PDF – 35.9 Kb].

FEDERAL GRANTEE means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also 2 C.F.R. § 200.69 (Non-Federal entity). Typically, this is the component of a State, local, or Federally recognized Indian tribal government, educational institution, hospital, or a for-profit or nonprofit organization which is responsible for the performance or administration of all or some part of a Federal award.

FIXED RATE WITH CARRY FORWARD PROVISION is similar to a predetermined rate in that a permanent rate is established for a specific future period (usually one fiscal year) based on an estimate of the costs for that period. However, fixed rates also require an adjustment to actual costs once actual costs have been determined. The difference between the estimated costs used to establish the fixed rate and the actual costs of the fiscal year covered by the rate is "carry forward" as an adjustment to the next rate negotiation.

FOCUS GROUP means a gathering of Federal Government employees to discuss results and improvements of programs in the field. The focus group should follow a prepared agenda, be led by an expert in the subject matter, and serve to educate the Federal employees.

FOOD AND/OR BEVERAGES retain their common meanings. Food or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic drinks.

FOREIGN TRAVEL includes any travel outside of Canada and the United States and its territories and possessions. For an organization located in a foreign country, this means travel outside that country.

FORMAL AGENDA provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and beverages will be provided.

G

GRANTS are a legal instrument of financial assistance used to transfer anything of value from the Federal awarding agency or pass through entity to the non-Federal entity to carry out a public purpose. See 2 C.F.R. § 200.51.

GRANTS MANAGEMENT SYSTEM (GMS) is a web-based, data-driven computer application that provides support for the application, award, and management of grants at OJP. It consists of the following modules: Applications; Award Processing; Peer Review; Grant Adjustment Notice; Financial Reporting; Progress Reporting, Monitoring, and Closeouts.

H

HIGH RISK is a determination made by the awarding agency of a recipient's ability to administer Federal project funds based on issues such as a history of unsatisfactory performance; financial instability; inadequate financial management system; non-conformance to terms and conditions of previous awards; or is otherwise not responsible. Additional reporting or other requirements may be placed on high-risk recipients.

5.2 GLOSSARY OF TERMS

I

Imprest Funds are fixed- or petty-cash funds in the form of currency or coin that have been advanced as funds held outside of the usual secure account. Agencies typically use imprest funds to reimburse employees for expenses, to make small purchases, to make emergency beneficiary payments, and to pay informants, among other uses.

INCIDENTAL means (in the conference context) relating to a formal event where full participation by participants mandates the provision of food and beverages.

INTERAGENCY AGREEMENTS AND PURCHASE OF SERVICE ARRANGEMENTS are usually entered into by two governmental units or agencies. Such funding arrangements are negotiated by the entities involved.

INTERNAL CONTROLS means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

(a) Effectiveness and efficiency of operations;

(b) Reliability of reporting for internal and external use; and

(c) Compliance with applicable laws and regulations.

See 2 C.F.R. § 200.61.

L

Liquidation period provides awardees time to receive ordered goods or services, and make final payments on trailing costs. It is usually a 90 day period after award end date.

LOBBYING is generally considered to be the act of trying to influence legislation. An organization will be regarded as attempting to influence legislation if it contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation. See 2 C.F.R. § 200.450.

M

MATCH is the recipient share of the project costs. Match may either be “in-kind” or “cash.” In-kind match includes the value of donated services. Cash match includes actual cash spent by the recipient and must have a cost relationship to the Federal award that is being matched. (Example: Match on administrative costs should be other administrative costs, not other matching on program costs).

N

NONEXPENDABLE PERSONAL PROPERTY (i.e., equipment) includes tangible personal property (including information technology systems) having a useful life of more than 1 year and an acquisition cost of $5,000 or more per unit. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined below. See 2 C.F.R. § 200.33.

O

OBLIGATION means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (i.e., a legal liability to pay under a grant, subgrant, and/or contract determinable sums for services or goods incurred during the grant period). See 2 C.F.R. § 200.71.

P

PASS-THROUGH ENTITY means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

PERSONAL PROPERTY means property of any kind except real property. It may be tangible (having physical existence) or intangible (having no physical existence, such as patents, inventions, and copyrights).). See 2 C.F.R. § 200.78.

PREAGREEMENT COSTS are defined as those costs which are considered necessary to the project but occur prior to the starting date of the award period.

PRIOR APPROVAL means written approval by the authorized official (the next highest authority except for sole source evidencing consent prior to a budgetary or programmatic change in the award).

5.2 GLOSSARY OF TERMS

Program income is gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See 2 C.F.R. § 200.80. Program income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

PROJECT PERIOD is the period for which implementation of a project is authorized. The project period may be equal to or longer than the budget period for an award, but cannot be shorter than the budget period.

PURCHASE OF EVIDENCE (P/E) is the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.

PURCHASE OF SERVICES (P/S) includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

PURCHASE OF SPECIFIC INFORMATION (P/I) includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

R

REAL PROPERTY means land, land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

REASONABLE means those costs that a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made.

Reception means an informal gathering which is not mandatory for all event participants to obtain necessary information. Indicators of a reception include a cash bar, inadequate seating for the entire group, food items from a reception menu (such as finger foods), and a longer break (than utilized throughout the day) between the substantive meetings and the reception. Receptions are expressly prohibited and are considered to be an unallowable cost with Federal funds.

RECIPIENT means the recipient of federal funding from DOJ, unless context indicates otherwise.

REGIONAL INFORMATION SHARING SYSTEMS (RISS) is a national program of regionally oriented services designed to facilitate the coordination and communication capabilities of local, state, federal, and tribal criminal justice agencies.

S

SEPARATION OF DUTIES is a key internal control concept that establishes procedures for certain types of financial transactions where no one person is able to execute the entire procedure alone. The most commonly used example concerns initiating a payment (writing the check) and authorizing a payment (signing the check).

SOCIAL EVENT is any event with alcoholic beverages served, available, or present.

SPECIAL CONDITIONS are contractual terms and conditions that are included with your award. Examples of special conditions include additional reports, audits, conferences, and disposition of program income.

STIPEND is an allowance for living expenses. Examples of these expenses include, but are not limited to, rent, utilities, incidentals, etc.

SUBAWARD means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

SUBRECIPIENT means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

5.2 GLOSSARY OF TERMS

Supplanting is to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

U

Unallowable costs are costs the government is unwilling to pay as a direct charge or through an indirect cost pool applied to the federal grant or contract. An organization is not prohibited from incurring unallowable costs but they cannot be recovered either directly or indirectly under federal grants or contracts.

W

WORKING DINNER means a formal and mandatory dinner necessary for all participants to have full participation in the conference or event. A working dinner must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working dinner. Indicators of a working dinner include seating for all participants. A cash bar is expressly prohibited.

WORKING LUNCH is a formal and mandatory lunch necessary for all participants to have full participation in the conference or event. A working lunch must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working lunch (exhibits are not included). Indicators of a working lunch include seating for all participants. A cash bar is expressly prohibited.

WORK-RELATED EVENT is a conference or meeting involving a topical matter of interest within the purview of the agency's mission and function.

5.3 APPENDICES I AND II

Appendix I: Sample Award Document

The following is a sample award document, as issued by the Office of Justice Programs, Department of Justice.

Sample Award Document [PDF - 291 Kb]

Appendix II: Sample Federal Financial Report Form (SF-425)

The Federal Financial Report Form (SF-425) is a standard form that grantees must use to report cumulative expenses incurred under each award. SF-425s must be submitted every quarter and no later than 30 days after the last day of each reporting quarter. OJP grantees should use the online SF-425 found in the Grants Management System (GMS).

Sample SF-425 Form [PDF - 108Kb]

Circular No. A-133
Revised to show changes published in the *Federal Register* June 27, 2003 and June 26, 2007

Audits of States, Local Governments, and Non-Profit Organizations

Accompanying *Federal Register* Materials:

-- Audits of States, Local Governments, and Non-Profit Organizations June 30, 1997

- - Revision published June 27, 2003

  This revision: (1) increased the dollar threshold for the audit requirement; and (2) made changes regarding determination of cognizant and oversight agencies for audit.

- - Revision published June 26, 2007

  This revision: (1) replaced the term "reportable conditions" with "significant deficiencies" to conform with current auditing standards; and (2) updated report submission requirements. Definition of "significant deficiencies" and "material weaknesses" are as defined in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA) and *Government Auditing Standards* issued by the Government Accountability Office.

[Note: The June 27, 2003 revisions: (1) increased the dollar threshold for the audit requirement, and (2) made changes regarding determination of cognizant and oversight agencies for audit. The June 26, 2007 revisions make changes to (1) to replace the terms "reportable conditions" with "significant deficiencies" to conform with changes in auditing standards; and (2) reporting submission requirements.

In several places, the Circular includes guidelines for the reporting of "significant deficiencies" and "material weaknesses." These terms are to be used as defined in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA), and *Government Auditing Standards* issued by the Government Accountability Office.]

Circular No. A-133

Revised to show changes published in the *Federal Registers* *of* June 27, 2003 and June 26, 2007

Audits of States, Local Governments, and Non-Profit Organizations

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Audits of States, Local Governments, and Non-Profit Organizations

1. Purpose. This Circular is issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.

2. Authority. Circular A-133 is issued under the authority of sections 503, 1111, and 7501 *et seq*. of title 31, United States Code, and Executive Orders 8248 and 11541.

3. Rescission and Supersession. This Circular rescinds Circular A-128, "Audits of State and Local Governments," issued April 12, 1985, and supersedes the prior Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions," issued April 22, 1996. For effective dates, see paragraph 10.

4. Policy. Except as provided herein, the standards set forth in this Circular shall be applied by all Federal agencies. If any statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Federal agencies shall apply the provisions of the sections of this Circular to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are subrecipients expending Federal awards received from a pass-through entity (a recipient or another subrecipient).

This Circular does not apply to non-U.S. based entities expending Federal awards received either directly as a recipient or indirectly as a subrecipient.

5. Definitions. The definitions of key terms used in this Circular are contained in §___.105 in the Attachment to this Circular.

6. Required Action. The specific requirements and responsibilities of Federal agencies and non-Federal entities are set forth in the Attachment to this Circular. Federal agencies making awards to non-Federal entities, either directly or indirectly, shall adopt the language in the Circular in codified regulations as provided in Section 10 (below), unless different provisions are required by Federal statute or are approved by the Office of Management and Budget (OMB).

7. OMB Responsibilities. OMB will review Federal agency regulations and implementation of this Circular, and will provide interpretations of policy requirements and assistance to ensure uniform, effective and efficient implementation.

8. Information Contact. Further information concerning Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202) 395-3993.

9. Review Date. This Circular will have a policy review three years from the date of issuance.

10. Effective Dates. The standards set forth in §___.400 of the Attachment to this Circular, which apply directly to Federal agencies, shall be effective July 1, 1996, and shall apply to audits of fiscal years beginning after June 30, 1996, except as otherwise specified in §___.400(a).

The standards set forth in this Circular that Federal agencies shall apply to non-Federal entities shall be adopted by Federal agencies in codified regulations not later than 60 days after publication of this final revision in the *Federal Register*, so that they will apply to audits of fiscal years beginning after June 30, 1996, with the exception that §___.305(b) of the Attachment applies to audits of fiscal years beginning after June 30, 1998. The requirements of Circular A-128, although the Circular is rescinded, and the 1990 version of Circular A-133 remain in effect for audits of fiscal years beginning on or before June 30, 1996.

The revisions published in the *Federal Register* June 27, 2003, are effective for fiscal years ending after December 31, 2003, and early implementation is not permitted with the exception of the definition of *oversight agency for audit* which is effective July 28, 2003.

Augustine T. Smythe
Acting Director

The revisions published in the Federal Register June 26, 2007, are effective for fiscal years ending on or after December 15, 2006.

Rob Portman
Director

Attachment

PART__ --AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

Subpart A--General
Sec.
__.100 Purpose.
__.105 Definitions.

Subpart B--Audits
__.200 Audit requirements.
__.205 Basis for determining Federal awards expended.
__.210 Subrecipient and vendor determinations.
__.215 Relation to other audit requirements.
__.220 Frequency of audits.
__.225 Sanctions.
__.230 Audit costs.
__.235 Program-specific audits.

Subpart C--Auditees
__.300 Auditee responsibilities.
__.305 Auditor selection.
__.310 Financial statements.
__.315 Audit findings follow-up.
__.320 Report submission.

Subpart D--Federal Agencies and Pass-Through Entities
__.400 Responsibilities.
__.405 Management decision.

Subpart E--Auditors
__.500 Scope of audit.
__.505 Audit reporting.
__.510 Audit findings.
__.515 Audit working papers.
__.520 Major program determination.
__.525 Criteria for Federal program risk.
__.530 Criteria for a low-risk auditee.

Appendix A to Part __ - Data Collection Form (Form SF-SAC).

Appendix B to Part __ - Circular A-133 Compliance Supplement.

Subpart A--General
§___.100 Purpose.

This part sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards.

§___.105 Definitions.

Auditee means any non-Federal entity that expends Federal awards which must be audited under this part.

Auditor means an auditor, that is a public accountant or a Federal, State or local government audit organization, which meets the general standards specified in generally accepted government auditing standards (GAGAS). The term auditor does not include internal auditors of non-profit organizations.

Audit finding means deficiencies which the auditor is required by **§___.510(a)** to report in the schedule of findings and questioned costs.

CFDA number means the number assigned to a Federal program in the Catalog of Federal Domestic Assistance (CFDA).

Cluster of programs means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other clusters" are as defined by the Office of Management and Budget (OMB) in the compliance supplement or as designated by a State for Federal awards the State provides to its subrecipients that meet the definition of a cluster of programs. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with **§___.400(d)(1)** and **§___.400(d)(2)**, respectively. A cluster of programs shall be considered as one program for determining major programs, as described in **§___.520**, and, with the exception of R&D as described in **§___.200(c)**, whether a program-specific audit may be elected.

Cognizant agency for audit means the Federal agency designated to carry out the responsibilities described in **§___.400(a)**.

Compliance supplement refers to the Circular A-133 Compliance Supplement, included as Appendix B to Circular A-133, or such documents as OMB or its designee may issue to replace it. This document is available from the Government Printing Office, Superintendent of Documents, Washington, DC 20402-9325.

Corrective action means action taken by the auditee that:

(1) Corrects identified deficiencies;

(2) Produces recommended improvements; or

(3) Demonstrates that audit findings are either invalid or do not warrant auditee action.

Federal agency has the same meaning as the term agency in Section 551(1) of title 5, United States Code.

Federal award means Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. It does

not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Any audits of such vendors shall be covered by the terms and conditions of the contract. Contracts to operate Federal Government owned, contractor operated facilities (GOCOs) are excluded from the requirements of this part.

Federal awarding agency means the Federal agency that provides an award directly to the recipient.

Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in **§___.205(h)** and **§___.205(i)**.

Federal program means:

(1) All Federal awards to a non-Federal entity assigned a single number in the CFDA.

(2) When no CFDA number is assigned, all Federal awards from the same agency made for the same purpose should be combined and considered one program.

(3) Notwithstanding paragraphs **(1)** and **(2)** of this definition, a cluster of programs. The types of clusters of programs are:

(i) Research and development (R&D);

(ii) Student financial aid (SFA); and

(iii) "Other clusters," as described in the definition of cluster of programs in this section.

GAGAS means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

Generally accepted accounting principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).

Indian tribe means any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native village or regional or village corporation (as defined in, or established under, the Alaskan Native Claims Settlement Act) that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Internal control means a process, effected by an entity's management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

(1) Effectiveness and efficiency of operations;

(2) Reliability of financial reporting; and

(3) Compliance with applicable laws and regulations.

Internal control pertaining to the compliance requirements for Federal programs (Internal control over Federal programs) means a process--effected by

an entity's management and other personnel--designed to provide reasonable assurance regarding the achievement of the following objectives for Federal programs:

(1) Transactions are properly recorded and accounted for to:

(i) Permit the preparation of reliable financial statements and Federal reports;

(ii) Maintain accountability over assets; and

(iii) Demonstrate compliance with laws, regulations, and other compliance requirements;

(2) Transactions are executed in compliance with:

(i) Laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on a Federal program; and

(ii) Any other laws and regulations that are identified in the compliance supplement; and

(3) Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

Loan means a Federal loan or loan guarantee received or administered by a non-Federal entity.

Local government means any unit of local government within a State, including a county, borough, municipality, city, town, township, parish, local public authority, special district, school district, intrastate district, council of governments, and any other instrumentality of local government.

Major program means a Federal program determined by the auditor to be a major program in accordance with **§___.520** or a program identified as a major program by a Federal agency or pass-through entity in accordance with **§___.215(c)**.

Management decision means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision as to what corrective action is necessary.

Non-Federal entity means a State, local government, or non-profit organization.

Non-profit organization means:

(1) any corporation, trust, association, cooperative, or other organization that:

(i) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(ii) Is not organized primarily for profit; and

(iii) Uses its net proceeds to maintain, improve, or expand its operations; and

(2) The term non-profit organization includes non-profit institutions of higher education and hospitals.

OMB means the Executive Office of the President, Office of Management and Budget.

Oversight agency for audit means the Federal awarding agency that provides the predominant amount of direct funding to a recipient not assigned a cognizant agency for audit. When there is no direct funding, the Federal agency with the predominant indirect funding shall assume the oversight responsibilities. The duties of the oversight agency for audit are described in **§___.400(b)**.

Effective July 28, 2003, the following is added to this definition: A Federal agency with oversight for an auditee may reassign oversight to another Federal agency which provides substantial funding and agrees to be the oversight agency for audit. Within 30 days after any reassignment, both the old and the new oversight agency for audit shall notify the auditee, and, if known, the auditor of the reassignment."

Pass-through entity means a non-Federal entity that provides a Federal award to a subrecipient to carry out a Federal program.

Program-specific audit means an audit of one Federal program as provided for in **§___.200(c)** and **§___.235**.

Questioned cost means a cost that is questioned by the auditor because of an audit finding:

(1) Which resulted from a violation or possible violation of a provision of a law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of Federal funds, including funds used to match Federal funds;

(2) Where the costs, at the time of the audit, are not supported by adequate documentation; or

(3) Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Recipient means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.

Research and development (R&D) means all research activities, both basic and applied, and all development activities that are performed by a non-Federal entity. Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

Single audit means an audit which includes both the entity's financial statements and the Federal awards as described in **§___.500**.

State means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Trust Territory of the

Pacific Islands, any instrumentality thereof, any multi-State, regional, or interstate entity which has governmental functions, and any Indian tribe as defined in this section.

Student Financial Aid (SFA) includes those programs of general student assistance, such as those authorized by Title IV of the Higher Education Act of 1965, as amended, (20 U.S.C. 1070 et seq.) which is administered by the U.S. Department of Education, and similar programs provided by other Federal agencies. It does not include programs which provide fellowships or similar Federal awards to students on a competitive basis, or for specified studies or research.

Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in **§___.210**.

Types of compliance requirements refers to the types of compliance requirements listed in the compliance supplement. Examples include: activities allowed or unallowed; allowable costs/cost principles; cash management; eligibility; matching, level of effort, earmarking; and, reporting.

Vendor means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in **§___.210**.

Subpart B--Audits

§___.200 Audit requirements.

(a) Audit required. Non-Federal entities that expend $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part. Guidance on determining Federal awards expended is provided in **§___.205**.

(b) Single audit. Non-Federal entities that expend $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in a year in Federal awards shall have a single audit conducted in accordance with **§___.500** except when they elect to have a program-specific audit conducted in accordance with paragraph **(c)** of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with **§___.235**. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)*. Non-Federal

entities that expend less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in **§___.215(a)**, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

§___.205 Basis for determining Federal awards expended.

(a) Determining Federal awards expended. The determination of when an award is expended should be based on when the activity related to the award occurs. Generally, the activity pertains to events that require the non-Federal entity to comply with laws, regulations, and the provisions of contracts or grant agreements, such as: expenditure/expense transactions associated with grants, cost-reimbursement contracts, cooperative agreements, and direct appropriations; the disbursement of funds passed through to subrecipients; the use of loan proceeds under loan and loan guarantee programs; the receipt of property; the receipt of surplus property; the receipt or use of program income; the distribution or consumption of food commodities; the disbursement of amounts entitling the non-Federal entity to an interest subsidy; and, the period when insurance is in force.

(b) Loan and loan guarantees (loans). Since the Federal Government is at risk for loans until the debt is repaid, the following guidelines shall be used to calculate the value of Federal awards expended under loan programs, except as noted in paragraphs **(c)** and **(d)** of this section:

(1) Value of new loans made or received during the fiscal year; plus

(2) Balance of loans from previous years for which the Federal Government imposes continuing compliance requirements; plus

(3) Any interest subsidy, cash, or administrative cost allowance received.

(c) Loan and loan guarantees (loans) at institutions of higher education. When loans are made to students of an institution of higher education but the institution does not make the loans, then only the value of loans made during the year shall be considered Federal awards expended in that year. The balance of loans for previous years is not included as Federal awards expended because the lender accounts for the prior balances.

(d) Prior loan and loan guarantees (loans). Loans, the proceeds of which were received and expended in prior-years, are not considered Federal awards expended under this part when the laws, regulations, and the provisions of contracts or grant agreements pertaining to such loans impose no continuing compliance requirements other than to repay the loans.

(e) Endowment funds. The cumulative balance of Federal awards for endowment funds which are federally restricted are considered awards expended in each year in which the funds are still restricted.

(f) Free rent. Free rent received by itself is not considered a Federal award expended under this part. However, free rent received as part

of an award to carry out a Federal program shall be included in determining Federal awards expended and subject to audit under this part.

(g) Valuing non-cash assistance. Federal non-cash assistance, such as free rent, food stamps, food commodities, donated property, or donated surplus property, shall be valued at fair market value at the time of receipt or the assessed value provided by the Federal agency.

(h) Medicare. Medicare payments to a non-Federal entity for providing patient care services to Medicare eligible individuals are not considered Federal awards expended under this part.

(i) Medicaid. Medicaid payments to a subrecipient for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended under this part unless a State requires the funds to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

(j) Certain loans provided by the National Credit Union Administration. For purposes of this part, loans made from the National Credit Union Share Insurance Fund and the Central Liquidity Facility that are funded by contributions from insured institutions are not considered Federal awards expended.

§___.210 Subrecipient and vendor determinations.

(a) General. An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs **(b)** and **(c)** of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

(b) Federal award. Characteristics indicative of a Federal award received by a subrecipient are when the organization:

(1) Determines who is eligible to receive what Federal financial assistance;

(2) Has its performance measured against whether the objectives of the Federal program are met;

(3) Has responsibility for programmatic decision making;

(4) Has responsibility for adherence to applicable Federal program compliance requirements; and

(5) Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

(c) Payment for goods and services. Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Operates in a competitive environment;

(4) Provides goods or services that are ancillary to the operation of the Federal program; and

(5) Is not subject to compliance requirements of the Federal program.

(d) Use of judgment in making determination. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

(e) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract, and post-award audits.

(f) Compliance responsibility for vendors. In most cases, the auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to vendors. However, the auditee is responsible for ensuring compliance for vendor transactions which are structured such that the vendor is responsible for program compliance or the vendor's records must be reviewed to determine program compliance. Also, when these vendor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations, and the provisions of contracts or grant agreements.

§___.215 Relation to other audit requirements.

(a) Audit under this part in lieu of other audits. An audit made in accordance with this part shall be in lieu of any financial audit required under individual Federal awards. To the extent this audit meets a Federal agency's needs, it shall rely upon and use such audits. The provisions of this part neither limit the authority of Federal agencies, including their Inspectors General, or GAO to conduct or arrange for additional audits (e.g., financial audits, performance audits, evaluations, inspections, or reviews) nor authorize any auditee to constrain Federal agencies from carrying out additional audits. Any additional audits shall be planned and performed in such a way as to build upon work performed by other auditors.

(b) Federal agency to pay for additional audits. A Federal agency that conducts or contracts for additional audits shall, consistent with other applicable laws and regulations, arrange for funding the full cost of such additional audits.

(c) Request for a program to be audited as a major program. A Federal agency may request an auditee to have a particular Federal program audited as a major program in lieu of the Federal agency conducting or arranging for the additional audits. To allow for planning, such requests should be made at least 180 days prior to the end of the fiscal year to be audited. The auditee, after consultation with its auditor, should promptly respond to such request by informing the Federal agency whether the program would otherwise be audited as a major program using the risk-based audit approach described in **§___.520** and, if not, the estimated incremental cost. The Federal agency shall then promptly confirm to the auditee whether it wants the program audited as a major program. If the program is to be audited as a major program based upon this Federal agency request, and the Federal agency agrees to pay the full incremental costs, then the auditee shall have the program audited as a major program. A pass-through entity may use the provisions of this paragraph for a subrecipient.

§___.220 Frequency of audits.

Except for the provisions for biennial audits provided in paragraphs **(a)** and **(b)** of this section, audits required by this part shall be performed annually. Any biennial audit shall cover both years within the biennial period.

(a) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period under audit.

(b) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

§___.225 Sanctions.

No audit costs may be charged to Federal awards when audits required by this part have not been made or have been made but not in accordance with this part. In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities shall take appropriate action using sanctions such as:

(a) Withholding a percentage of Federal awards until the audit is completed satisfactorily;

(b) Withholding or disallowing overhead costs;

(c) Suspending Federal awards until the audit is conducted; or

(d) Terminating the Federal award.

§___.230 Audit costs.

(a) Allowable costs. Unless prohibited by law, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

(b) Unallowable costs. A non-Federal entity shall not charge the following to a Federal award:

(1) The cost of any audit under the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 et seq.) not conducted in accordance with this part.

(2) The cost of auditing a non-Federal entity which has Federal awards expended of less than $300,000 (*$500,000 for fiscal years ending after December 31, 2003)* per year and is thereby exempted under **§___.200(d)** from having an audit conducted under this part. However, this does not prohibit a pass-through entity from charging Federal awards for the cost of limited scope audits to monitor its subrecipients in accordance with **§___.400(d)(3)**, provided the subrecipient does not have a single audit. For purposes of this part, limited scope audits only include agreed-upon procedures engagements conducted in accordance with either the AICPA's generally accepted auditing standards or attestation standards, that are paid for and arranged by a pass-through entity and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

§___.235 Program-specific audits.

(a) Program-specific audit guide available. In many cases, a program-specific audit guide will be available to provide specific guidance to the auditor with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. The auditor should contact the Office of Inspector General of the Federal agency to determine whether such a guide is available. When a current program-specific audit guide is available, the auditor shall follow GAGAS and the guide when performing a program-specific audit.

(b) Program-specific audit guide not available. (1) When a program-specific audit guide is not available, the auditee and auditor shall have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit.

(2) The auditee shall prepare the financial statement(s) for the Federal program that includes, at a minimum, a schedule of expenditures of Federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule, a summary schedule of prior audit findings consistent with the requirements of **§___.315(b)**, and a corrective action plan consistent with the requirements of **§___.315(c)**.

(3) The auditor shall:

(i) Perform an audit of the financial statement(s) for the Federal program in accordance with GAGAS;

(ii) Obtain an understanding of internal control and perform tests of internal control over the Federal program consistent with the requirements of **§___.500(c)** for a major program;

(iii) Perform procedures to determine whether the auditee has complied with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on the Federal program consistent with the requirements of **§___.500(d)** for a major program; and

(iv) Follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding in accordance with the requirements of **§___.500(e)**.

(4) The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) shall state that the audit was conducted in accordance with this part and include the following:

(i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is presented fairly in all material respects in conformity with the stated accounting policies;

(ii) A report on internal control related to the Federal program, which shall describe the scope of testing of internal control and the results of the tests;

(iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on the Federal program; and

(iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program in a format consistent with **§___.505(d)(1)** and findings and questioned costs consistent with the requirements of **§___.505(d)(3)**.

(c) Report submission for program-specific audits.
(1) The audit shall be completed and the reporting required by paragraph **(c)(2)** or **(c)(3)** of this section submitted within the earlier of 30 days after receipt of the auditor’s report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. (However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and the required reporting shall be submitted within the earlier of 30 days after receipt of the auditor’s report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide.) Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.

(2) When a program-specific audit guide is available, the auditee shall submit to the Federal clearinghouse designated by OMB the data collection form prepared in accordance with **§___.320(b)**, as applicable to a program-specific audit, and the reporting required by the program-specific audit guide to be retained as an archival copy. Also, the auditee shall submit to the Federal awarding agency or pass-through entity the reporting required by the program-specific audit guide.

(3) When a program-specific audit guide is not available, the reporting package for a program-specific audit shall consist of the financial statement(s) of the Federal program, a summary schedule of prior audit findings, and a corrective action plan as described in paragraph **(b)(2)** of this section, and the auditor's report(s) described in paragraph **(b)(4)** of this section. The data collection form prepared in accordance with

§___.320(b), as applicable to a program-specific audit, and one copy of this reporting package shall be submitted to the Federal clearinghouse designated by OMB to be retained as an archival copy. Also, when the schedule of findings and questioned costs disclosed audit findings or the summary schedule of prior audit findings reported the status of any audit findings, the auditee shall submit one copy of the reporting package to the Federal clearinghouse on behalf of the Federal awarding agency, or directly to the pass-through entity in the case of a subrecipient. Instead of submitting the reporting package to the pass-through entity, when a subrecipient is not required to submit a reporting package to the pass-through entity, the subrecipient shall provide written notification to the pass-through entity, consistent with the requirements of **§___.320(e)(2)**. A subrecipient may submit a copy of the reporting package to the pass-through entity to comply with this notification requirement.

(d) Other sections of this part may apply. Program-specific audits are subject to **§___.100** through **§___.215(b)**, **§___.220** through **§___.230**, **§___.300** through **§___.305**, **§___.315**, **§___.320(f)** through **§___.320(j)**, **§___.400** through **§___.405**, **§___.510** through **§___.515**, and other referenced provisions of this part unless contrary to the provisions of this section, a program-specific audit guide, or program laws and regulations.

Subpart C--Auditees

§___.300 Auditee responsibilities.

The auditee shall:

(a) Identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

(b) Maintain internal control over Federal programs that provides reasonable assurance that the auditee is managing Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on each of its Federal programs.

(c) Comply with laws, regulations, and the provisions of contracts or grant agreements related to each of its Federal programs.

(d) Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with **§___.310**.

(e) Ensure that the audits required by this part are properly performed and submitted when due. When extensions to the report submission due date required by **§___.320(a)** are granted by the cognizant or oversight agency for audit, promptly notify the Federal clearinghouse designated by OMB and each pass-through entity providing Federal awards of the extension.

(f) Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with **§___.315(b)** and **§___.315(c)**, respectively.

§___.305 Auditor selection.

(a) Auditor procurement. In procuring audit services, auditees shall follow the procurement standards prescribed by the Grants Management Common Rule (hereinafter referred to as the "A-102 Common Rule") published March 11, 1988 and amended April 19, 1995 [insert appropriate CFR citation], Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," or the FAR (48 CFR part 42), as applicable (OMB Circulars are available from the Office of Administration, Publications Office, room 2200, New Executive Office Building, Washington, DC 20503). Whenever possible, auditees shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in the A-102 Common Rule, OMB Circular A-110, or the FAR (48 CFR part 42), as applicable. In requesting proposals for audit services, the objectives and scope of the audit should be made clear. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control reviews, and price.

(b) Restriction on auditor preparing indirect cost proposals. An auditor who prepares the indirect cost proposal or cost allocation plan may not also be selected to perform the audit required by this part when the indirect costs recovered by the auditee during the prior year exceeded $1 million. This restriction applies to the base year used in the preparation of the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs. To minimize any disruption in existing contracts for audit services, this paragraph applies to audits of fiscal years beginning after June 30, 1998.

(c) Use of Federal auditors. Federal auditors may perform all or part of the work required under this part if they comply fully with the requirements of this part.

§___.310 Financial statements.

(a) Financial statements. The auditee shall prepare financial statements that reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited. The financial statements shall be for the same organizational unit and fiscal year that is chosen to meet the requirements of this part. However, organization-wide financial statements may also include departments, agencies, and other organizational units that have separate audits in accordance with **§___.500(a)** and prepare separate financial statements.

(b) Schedule of expenditures of Federal awards. The auditee shall also prepare a schedule of expenditures of Federal awards for the period covered by the auditee's financial statements. While not required, the auditee may choose to provide information requested by Federal awarding agencies and pass-through entities to make the schedule easier to use. For example, when a Federal program has multiple award years, the auditee may list the amount of Federal awards expended for each award year separately. At a minimum, the schedule shall:

(1) List individual Federal programs by Federal agency. For Federal programs included in a cluster of programs, list individual Federal programs within a cluster of programs. For R&D, total Federal awards expended shall be shown either by individual award or by Federal agency and major subdivision within the Federal agency. For example, the National Institutes of Health is a major subdivision in the Department of Health and Human Services.

(2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity shall be included.

(3) Provide total Federal awards expended for each individual Federal program and the CFDA number or other identifying number when the CFDA information is not available.

(4) Include notes that describe the significant accounting policies used in preparing the schedule.

(5) To the extent practical, pass-through entities should identify in the schedule the total amount provided to subrecipients from each Federal program.

(6) Include, in either the schedule or a note to the schedule, the value of the Federal awards expended in the form of non-cash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end. While not required, it is preferable to present this information in the schedule.

§___.315 Audit findings follow-up.

(a) General. The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee shall prepare a summary schedule of prior audit findings. The auditee shall also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan shall include the reference numbers the auditor assigns to audit findings under **§___.510(c)**. Since the summary schedule may include audit findings from multiple years, it shall include the fiscal year in which the finding initially occurred.

(b) Summary schedule of prior audit findings. The summary schedule of prior audit findings shall report the status of all audit findings included in the prior audit's schedule of findings and questioned costs relative to Federal awards. The summary schedule shall also include audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected in accordance with paragraph **(b)(1)** of this section, or no longer valid or not warranting further action in accordance with paragraph **(b)(4)** of this section.

(1) When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

(2) When audit findings were not corrected or were only partially corrected, the summary schedule shall describe the planned corrective action as well as any partial corrective action taken.

(3) When corrective action taken is significantly different from corrective action previously reported in a corrective action plan or in the Federal agency's or pass-through entity's management decision, the summary schedule shall provide an explanation.

(4) When the auditee believes the audit findings are no longer valid or do not warrant further action, the reasons for this position shall be described in the summary schedule. A valid reason for considering an audit finding as not warranting further action is that all of the following have occurred:

(i) Two years have passed since the audit report in which

the finding occurred was submitted to the Federal clearinghouse;

(ii) The Federal agency or pass-through entity is not currently following up with the auditee on the audit finding; and

(iii) A management decision was not issued.

(c) Corrective action plan. At the completion of the audit, the auditee shall prepare a corrective action plan to address each audit finding included in the current year auditor's reports. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan shall include an explanation and specific reasons.

§___.320 Report submission.

(a) General. The audit shall be completed and the data collection form described in paragraph **(b)** of this section and reporting package described in paragraph **(c)** of this section shall be submitted within the earlier of 30 days after receipt of the auditor’s report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit. (However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and the data collection form and reporting package shall be submitted within the earlier of 30 days after receipt of the auditor’s report(s), or 13 months after the end of the audit period.) Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

(b) Data Collection. (1) The auditee shall submit a data collection form which states whether the audit was completed in accordance with this part and provides information about the auditee, its Federal programs, and the results of the audit. The form shall be approved by OMB, available from the Federal clearinghouse designated by OMB, and include data elements similar to those presented in this paragraph. A senior level representative of the auditee (e.g., State controller, director of finance, chief executive officer, or chief financial officer) shall sign a statement to be included as part of the form certifying that: the auditee complied with the requirements of this part, the form was prepared in accordance with this part (and the instructions accompanying the form), and the information included in the form, in its entirety, are accurate and complete.

(2) The data collection form shall include the following data elements:

(i) The type of report the auditor issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion).

(ii) Where applicable, a statement that significant deficiencies in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses.

(iii) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements of the auditee.

(iv) Where applicable, a statement that significant deficiencies in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknesses.

(v) The type of report the auditor issued on compliance for major

programs (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion).

(vi) A list of the Federal awarding agencies which will receive a copy of the reporting package pursuant to **§___.320(d)(2)** of OMB Circular A-133.

(vii) A yes or no statement as to whether the auditee qualified as a low-risk auditee under **§___.530** of OMB Circular A-133.

(viii) The dollar threshold used to distinguish between Type A and Type B programs as defined in **§___.520(b)** of OMB Circular A-133.

(ix) The Catalog of Federal Domestic Assistance (CFDA) number for each Federal program, as applicable.

(x) The name of each Federal program and identification of each major program. Individual programs within a cluster of programs should be listed in the same level of detail as they are listed in the schedule of expenditures of Federal awards.

(xi) The amount of expenditures in the schedule of expenditures of Federal awards associated with each Federal program.

(xii) For each Federal program, a yes or no statement as to whether there are audit findings in each of the following types of compliance requirements and the total amount of any questioned costs:

(A) Activities allowed or unallowed.
(B) Allowable costs/cost principles.
(C) Cash management.
(D) Davis-Bacon Act.
(E) Eligibility.
(F) Equipment and real property management.
(G) Matching, level of effort, earmarking.
(H) Period of availability of Federal funds.
(I) Procurement and suspension and debarment.
(J) Program income.
(K) Real property acquisition and relocation assistance.
(L) Reporting.
(M) Subrecipient monitoring.
(N) Special tests and provisions.

(xiii) Auditee Name, Employer Identification Number(s), Name and Title of Certifying Official, Telephone Number, Signature, and Date.

(xiv) Auditor Name, Name and Title of Contact Person, Auditor Address, Auditor Telephone Number, Signature, and Date.

(xv) Whether the auditee has either a cognizant or oversight agency for audit.

(xvi) The name of the cognizant or oversight agency for audit determined in accordance with **§___.400(a)** and **§___.400(b)**, respectively.

(3) Using the information included in the reporting package described in paragraph **(c)** of this section, the auditor shall complete the applicable sections of the form. The auditor shall sign a statement to be included as part of the data collection form that indicates, at a minimum, the source of the information included in the form, the auditor's responsibility for the information, that the form is not a substitute for the reporting package described in paragraph **(c)** of this section, and that the content of

the form is limited to the data elements prescribed by OMB.

(c) Reporting package. The reporting package shall include the:

(1) Financial statements and schedule of expenditures of Federal awards discussed in **§___.310(a)** and **§___.310(b)**, respectively;

(2) Summary schedule of prior audit findings discussed in **§___.315(b)**;

(3) Auditor's report(s) discussed in **§___.505**; and

(4) Corrective action plan discussed in **§___.315(c)**.

(d) Submission to clearinghouse. All auditees shall submit to the Federal clearinghouse designated by OMB a single copy of the data collection form described in paragraph (b) of this section and the reporting package described in paragraph **(c)** of this section.

(e) Additional submission by subrecipients. (1) In addition to the requirements discussed in paragraph **(d)** of this section, auditees that are also subrecipients shall submit to each pass-through entity one copy of the reporting package described in paragraph **(c)** of this section for each pass-through entity when the schedule of findings and questioned costs disclosed audit findings relating to Federal awards that the pass-through entity provided or the summary schedule of prior audit findings reported the status of any audit findings relating to Federal awards that the pass-through entity provided.

(2) Instead of submitting the reporting package to a pass-through entity, when a subrecipient is not required to submit a reporting package to a pass-through entity pursuant to paragraph **(e)(1)** of this section, the subrecipient shall provide written notification to the pass-through entity that: an audit of the subrecipient was conducted in accordance with this part (including the period covered by the audit and the name, amount, and CFDA number of the Federal award(s) provided by the pass-through entity); the schedule of findings and questioned costs disclosed no audit findings relating to the Federal award(s) that the pass-through entity provided; and, the summary schedule of prior audit findings did not report on the status of any audit findings relating to the Federal award(s) that the pass-through entity provided. A subrecipient may submit a copy of the reporting package described in paragraph **(c)** of this section to a pass-through entity to comply with this notification requirement.

(f) Requests for report copies. In response to requests by a Federal agency or pass-through entity, auditees shall submit the appropriate copies of the reporting package described in paragraph **(c)** of this section and, if requested, a copy of any management letters issued by the auditor.

(g) Report retention requirements. Auditees shall keep one copy of the data collection form described in paragraph **(b)** of this section and one copy of the reporting package described in paragraph **(c)** of this section on file for three years from the date of submission to the Federal clearinghouse

designated by OMB. Pass-through entities shall keep subrecipients' submissions on file for three years from date of receipt.

(h) Clearinghouse responsibilities. The Federal clearinghouse designated by OMB shall distribute the reporting packages received in accordance with paragraph **(d)(2)** of this section and **§___.235(c)(3)** to applicable Federal awarding agencies, maintain a data base of completed audits, provide appropriate information to Federal agencies, and follow up with known auditees which have not submitted the required data collection forms and reporting packages.

(i) Clearinghouse address. The address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132.

(j) Electronic filing. Nothing in this part shall preclude electronic submissions to the Federal clearinghouse in such manner as may be approved by OMB. With OMB approval, the Federal clearinghouse may pilot test methods of electronic submissions.

Subpart D--Federal Agencies and Pass-Through Entities
§___.400 Responsibilities.

(a) Cognizant agency for audit responsibilities. Recipients expending more than $25 million *($50 million for fiscal years ending after December 31, 2003)* a year in Federal awards shall have a cognizant agency for audit. The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB makes a specific cognizant agency for audit assignment.

Following is effective for fiscal years ending on or before December 31, 2003: To provide for continuity of cognizance, the determination of the predominant amount of direct funding shall be based upon direct Federal awards expended in the recipient's fiscal years ending in 1995, 2000, 2005, and every fifth year thereafter. For example, audit cognizance for periods ending in 1997 through 2000 will be determined based on Federal awards expended in 1995. (However, for States and local governments that expend more than $25 million a year in Federal awards and have previously assigned cognizant agencies for audit, the requirements of this paragraph are not effective until fiscal years beginning after June 30, 2000.)

Following is effective for fiscal years ending after December 31, 2003: The determination of the predominant amount of direct funding shall be based upon direct Federal awards expended in the recipient's fiscal years ending in 2004, 2009, 2014, and every fifth year thereafter. For example, audit cognizance for periods ending in 2006 through 2010 will be determined based on Federal awards expended in 2004. (However, for 2001 through 2005,the cognizant agency for audit is determined based on the predominant amount of direct Federal awards expended in the recipient's fiscal year ending in 2000).

Notwithstanding the manner in which audit cognizance is determined, a Federal awarding agency with cognizance for an auditee may reassign cognizance to another Federal awarding agency which provides substantial direct funding and agrees to be the cognizant agency for audit. Within 30 days after any reassignment, both the old and the new cognizant agency for audit shall notify the auditee, and, if known, the auditor of the reassignment. The cognizant agency for audit shall:

(1) Provide technical audit advice and liaison to auditees and auditors.

(2) Consider auditee requests for extensions to the report

submission due date required by **§___.320(a)**. The cognizant agency for audit may grant extensions for good cause.

(3) Obtain or conduct quality control reviews of selected audits made by non-Federal auditors, and provide the results, when appropriate, to other interested organizations.

(4) Promptly inform other affected Federal agencies and appropriate Federal law enforcement officials of any direct reporting by the auditee or its auditor of irregularities or illegal acts, as required by GAGAS or laws and regulations.

(5) Advise the auditor and, where appropriate, the auditee of any deficiencies found in the audits when the deficiencies require corrective action by the auditor. When advised of deficiencies, the auditee shall work with the auditor to take corrective action. If corrective action is not taken, the cognizant agency for audit shall notify the auditor, the auditee, and applicable Federal awarding agencies and pass-through entities of the facts and make recommendations for follow-up action. Major inadequacies or repetitive substandard performance by auditors shall be referred to appropriate State licensing agencies and professional bodies for disciplinary action.

(6) Coordinate, to the extent practical, audits or reviews made by or for Federal agencies that are in addition to the audits made pursuant to this part, so that the additional audits or reviews build upon audits performed in accordance with this part.

(7) Coordinate a management decision for audit findings that affect the Federal programs of more than one agency.

(8) Coordinate the audit work and reporting responsibilities among auditors to achieve the most cost-effective audit.

(9) For biennial audits permitted under **§___.220**, consider auditee requests to qualify as a low-risk auditee under **§___.530(a)**.

(b) Oversight agency for audit responsibilities. An auditee which does not have a designated cognizant agency for audit will be under the general oversight of the Federal agency determined in accordance with **§___.105**. The oversight agency for audit:

(1) Shall provide technical advice to auditees and auditors as requested.

(2) May assume all or some of the responsibilities normally performed by a cognizant agency for audit.

(c) Federal awarding agency responsibilities. The Federal awarding agency shall perform the following for the Federal awards it makes:

(1) Identify Federal awards made by informing each recipient of the CFDA title and number, award name and number, award year, and if the award is for R&D. When some of this information is not available, the Federal agency shall provide information necessary to clearly describe the Federal award.

(2) Advise recipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements.

(3) Ensure that audits are completed and reports are received

in a timely manner and in accordance with the requirements of this part.

(4) Provide technical advice and counsel to auditees and auditors as requested.

(5) Issue a management decision on audit findings within six months after receipt of the audit report and ensure that the recipient takes appropriate and timely corrective action.

(6) Assign a person responsible for providing annual updates of the compliance supplement to OMB.

(d) Pass-through entity responsibilities. A pass-through entity shall perform the following for the Federal awards it makes:

(1) Identify Federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award.

(2) Advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity.

(3) Monitor the activities of subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

(4) Ensure that subrecipients expending $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.

(5) Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.

(6) Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.

(7) Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

§___.405 Management decision.

(a) General. The management decision shall clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. If the auditee has not completed corrective action, a timetable for follow-up should be given. Prior to issuing the management decision, the Federal agency or pass-through entity may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision should describe any appeal process available to the auditee.

(b) Federal agency. As provided in **§___.400(a)(7)**, the cognizant agency for audit shall be responsible for coordinating a management decision for audit findings that affect the programs of more than one Federal agency.

As provided in **§___.400(c)(5)**, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients. Alternate arrangements may be made on a case-by-case basis by agreement among the Federal agencies concerned.

(c) Pass-through entity. As provided in **§___.400(d)(5)**, the pass-through entity shall be responsible for making the management decision for audit findings that relate to Federal awards it makes to subrecipients.

(d) Time requirements. The entity responsible for making the management decision shall do so within six months of receipt of the audit report. Corrective action should be initiated within six months after receipt of the audit report and proceed as rapidly as possible.

(e) Reference numbers. Management decisions shall include the reference numbers the auditor assigned to each audit finding in accordance with **§___.510(c)**.

Subpart E--Auditors
§___.500 Scope of audit.

(a) General. The audit shall be conducted in accordance with GAGAS. The audit shall cover the entire operations of the auditee; or, at the option of the auditee, such audit shall include a series of audits that cover departments, agencies, and other organizational units which expended or otherwise administered Federal awards during such fiscal year, provided that each such audit shall encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which shall be considered to be a non-Federal entity. The financial statements and schedule of expenditures of Federal awards shall be for the same fiscal year.

(b) Financial statements. The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with generally accepted accounting principles. The auditor shall also determine whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

(c) Internal control. (1) In addition to the requirements of GAGAS, the auditor shall perform procedures to obtain an understanding of internal control over Federal programs sufficient to plan the audit to support a low assessed level of control risk for major programs.

(2) Except as provided in paragraph **(c)(3)** of this section, the auditor shall:

(i) Plan the testing of internal control over major programs to support a low assessed level of control risk for the assertions relevant to the compliance requirements for each major program; and

(ii) Perform testing of internal control as planned in paragraph **(c)(2)(i)** of this section.

(3) When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing described in paragraph **(c)(2)** of this section are not required for those compliance requirements. However, the auditor shall report a significant deficiency (including whether any such condition is a material weakness) in accordance with **§___.510**, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective

internal control.

(d) Compliance. (1) In addition to the requirements of GAGAS, the auditor shall determine whether the auditee has complied with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of its major programs.

(2) The principal compliance requirements applicable to most Federal programs and the compliance requirements of the largest Federal programs are included in the compliance supplement.

(3) For the compliance requirements related to Federal programs contained in the compliance supplement, an audit of these compliance requirements will meet the requirements of this part. Where there have been changes to the compliance requirements and the changes are not reflected in the compliance supplement, the auditor shall determine the current compliance requirements and modify the audit procedures accordingly. For those Federal programs not covered in the compliance supplement, the auditor should use the types of compliance requirements contained in the compliance supplement as guidance for identifying the types of compliance requirements to test, and determine the requirements governing the Federal program by reviewing the provisions of contracts and grant agreements and the laws and regulations referred to in such contracts and grant agreements.

(4) The compliance testing shall include tests of transactions and such other auditing procedures necessary to provide the auditor sufficient evidence to support an opinion on compliance.

(e) Audit follow-up. The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with **§___.315(b)**, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor shall perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

(f) Data Collection Form. As required in **§___.320(b)(3)**, the auditor shall complete and sign specified sections of the data collection form.

§___.505 Audit reporting.

The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) shall state that the audit was conducted in accordance with this part and include the following:

(a) An opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

(b) A report on internal control related to the financial statements and major programs. This report shall describe the scope of testing of internal control and the results of the tests, and, where applicable, refer to the separate schedule of findings and questioned costs described in paragraph **(d)** of this section.

(c) A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a

material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and, where applicable, refer to the separate schedule of findings and questioned costs described in paragraph **(d)** of this section.

(d) A schedule of findings and questioned costs which shall include the following three components:

(1) A summary of the auditor's results which shall include:

(i) The type of report the auditor issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);

(ii) Where applicable, a statement that significant deficiencies in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses;

(iii) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements of the auditee;

(iv) Where applicable, a statement that significant deficiencies in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknesses;

(v) The type of report the auditor issued on compliance for major programs (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);

(vi) A statement as to whether the audit disclosed any audit findings which the auditor is required to report under **§___.510(a)**;

(vii) An identification of major programs;

(viii)The dollar threshold used to distinguish between Type A and Type B programs, as described in **§___.520(b)**; and

(ix) A statement as to whether the auditee qualified as a low-risk auditee under **§___.530**.

(2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.

(3) Findings and questioned costs for Federal awards which shall include audit findings as defined in **§___.510(a)**.

(i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) which relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.

(ii) Audit findings which relate to both the financial statements and Federal awards, as reported under paragraphs **(d)(2)** and **(d)(3)** of this section, respectively, should be reported in both sections of the schedule. However, the reporting in one section of the schedule may be in summary form with a reference to a detailed reporting in the other section of the schedule.

§___.510 Audit findings.

(a) Audit findings reported. The auditor shall report the following as audit findings in a schedule of findings and questioned costs:

(1) Significant deficiencies in internal control over major programs. The auditor's determination of whether a deficiency in internal control is a significant deficieicny for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program or an audit objective identified in the compliance supplement. The auditor shall identify significant deficiencies which are individually or cumulatively material weaknesses.

(2) Material noncompliance with the provisions of laws, regulations, contracts, or grant agreements related to a major program. The auditor's determination of whether a noncompliance with the provisions of laws, regulations, contracts, or grant agreements is material for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program or an audit objective identified in the compliance supplement.

(3) Known questioned costs which are greater than $10,000 for a type of compliance requirement for a major program. Known questioned costs are those specifically identified by the auditor. In evaluating the effect of questioned costs on the opinion on compliance, the auditor considers the best estimate of total costs questioned (likely questioned costs), not just the questioned costs specifically identified (known questioned costs). The auditor shall also report known questioned costs when likely questioned costs are greater than $10,000 for a type of compliance requirement for a major program. In reporting questioned costs, the auditor shall include information to provide proper perspective for judging the prevalence and consequences of the questioned costs.

(4) Known questioned costs which are greater than $10,000 for a Federal program which is not audited as a major program. Except for audit follow-up, the auditor is not required under this part to perform audit procedures for such a Federal program; therefore, the auditor will normally not find questioned costs for a program which is not audited as a major program. However, if the auditor does become aware of questioned costs for a Federal program which is not audited as a major program (e.g., as part of audit follow-up or other audit procedures) and the known questioned costs are greater than $10,000, then the auditor shall report this as an audit finding.

(5) The circumstances concerning why the auditor's report on compliance for major programs is other than an unqualified opinion, unless such circumstances are otherwise reported as audit findings in the schedule of findings and questioned costs for Federal awards.

(6) Known fraud affecting a Federal award, unless such fraud is otherwise reported as an audit finding in the schedule of findings and questioned costs for Federal awards. This paragraph does not require the auditor to make an additional reporting when the auditor confirms that the fraud was reported outside of the auditor's reports under the direct reporting requirements of GAGAS.

(7) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the auditee in accordance with **§___.315(b)** materially misrepresents the status of any prior audit finding.

(b) Audit finding detail. Audit findings shall be presented in sufficient detail for the auditee to prepare a corrective action plan and take corrective action and for Federal agencies and pass-through entities to arrive at a management decision. The following specific information shall be

included, as applicable, in audit findings:

(1) Federal program and specific Federal award identification including the CFDA title and number, Federal award number and year, name of Federal agency, and name of the applicable pass-through entity. When information, such as the CFDA title and number or Federal award number, is not available, the auditor shall provide the best information available to describe the Federal award.

(2) The criteria or specific requirement upon which the audit finding is based, including statutory, regulatory, or other citation.

(3) The condition found, including facts that support the deficiency identified in the audit finding.

(4) Identification of questioned costs and how they were computed.

(5) Information to provide proper perspective for judging the prevalence and consequences of the audit findings, such as whether the audit findings represent an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and be quantified in terms of dollar value.

(6) The possible asserted effect to provide sufficient information to the auditee and Federal agency, or pass-through entity in the case of a subrecipient, to permit them to determine the cause and effect to facilitate prompt and proper corrective action.

(7) Recommendations to prevent future occurrences of the deficiency identified in the audit finding.

(8) Views of responsible officials of the auditee when there is disagreement with the audit findings, to the extent practical.

(c) Reference numbers. Each audit finding in the schedule of findings and questioned costs shall include a reference number to allow for easy referencing of the audit findings during follow-up.

§___.515 Audit working papers.

(a) Retention of working papers. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report(s) to the auditee, unless the auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, or pass-through entity to extend the retention period. When the auditor is aware that the Federal awarding agency, pass-through entity, or auditee is contesting an audit finding, the auditor shall contact the parties contesting the audit finding for guidance prior to destruction of the working papers and reports.

(b) Access to working papers. Audit working papers shall be made available upon request to the cognizant or oversight agency for audit or its designee, a Federal agency providing direct or indirect funding, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary.

§___.520 Major program determination.

(a) General. The auditor shall use a risk-based approach to determine which Federal programs are major programs. This risk-based approach shall include consideration of: Current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the Federal program. The process in paragraphs **(b)** through **(i)** of this section shall be followed.

(b) Step 1. (1) The auditor shall identify the larger Federal programs, which shall be labeled Type A programs. Type A programs are defined as Federal programs with Federal awards expended during the audit period exceeding the larger of:

(i) $300,000 or three percent (.03) of total Federal awards expended in the case of an auditee for which total Federal awards expended equal or exceed $300,000 but are less than or equal to $100 million.

(ii) $3 million or three-tenths of one percent (.003) of total Federal awards expended in the case of an auditee for which total Federal awards expended exceed $100 million but are less than or equal to $10 billion.

(iii) $30 million or 15 hundredths of one percent (.0015) of total Federal awards expended in the case of an auditee for which total Federal awards expended exceed $10 billion.

(2) Federal programs not labeled Type A under paragraph **(b)(1)** of this section shall be labeled Type B programs.

(3) The inclusion of large loan and loan guarantees (loans) should not result in the exclusion of other programs as Type A programs. When a Federal program providing loans significantly affects the number or size of Type A programs, the auditor shall consider this Federal program as a Type A program and exclude its values in determining other Type A programs.

(4) For biennial audits permitted under **§___.220**, the determination of Type A and Type B programs shall be based upon the Federal awards expended during the two-year period.

(c) Step 2. (1) The auditor shall identify Type A programs which are low-risk. For a Type A program to be considered low-risk, it shall have been audited as a major program in at least one of the two most recent audit periods (in the most recent audit period in the case of a biennial audit), and, in the most recent audit period, it shall have had no audit findings under **§___.510(a)**. However, the auditor may use judgment and consider that audit findings from questioned costs under **§___.510(a)(3)** and **§___.510(a)(4)**, fraud under **§___.510(a)(6)**, and audit follow-up for the summary schedule of prior audit findings under **§___.510(a)(7)** do not preclude the Type A program from being low-risk. The auditor shall consider: the criteria in **§___.525(c)**, **§___.525(d)(1)**, **§___.525(d)(2)**, and **§___.525(d)(3)**; the results of audit follow-up; whether any changes in personnel or systems affecting a Type A program have significantly increased risk; and apply professional judgment in determining whether a Type A program is low-risk.

(2) Notwithstanding paragraph **(c)(1)** of this section, OMB may approve a Federal awarding agency's request that a Type A program at certain recipients may not be considered low-risk. For example, it may be necessary for a large Type A program to be audited as major each year at particular recipients to allow the Federal agency to comply with the Government Management Reform Act of 1994 (31 U.S.C. 3515). The Federal agency shall notify the recipient and, if known, the auditor at least 180 days prior to the

end of the fiscal year to be audited of OMB's approval.

(d) Step 3. (1) The auditor shall identify Type B programs which are high-risk using professional judgment and the criteria in **§___.525**. However, should the auditor select Option 2 under Step 4 (paragraph **(e)(2)(i)(B)** of this section), the auditor is not required to identify more high-risk Type B programs than the number of low-risk Type A programs. Except for known significant deficiencies in internal control or compliance problems as discussed in **§___.525(b)(1)**, **§___.525(b)(2)**, and **§___.525(c)(1)**, a single criteria in **§___.525** would seldom cause a Type B program to be considered high-risk.

(2) The auditor is not expected to perform risk assessments on relatively small Federal programs. Therefore, the auditor is only required to perform risk assessments on Type B programs that exceed the larger of:

(i) $100,000 or three-tenths of one percent (.003) of total Federal awards expended when the auditee has less than or equal to $100 million in total Federal awards expended.

(ii) $300,000 or three-hundredths of one percent (.0003) of total Federal awards expended when the auditee has more than $100 million in total Federal awards expended.

(e) Step 4. At a minimum, the auditor shall audit all of the following as major programs:

(1) All Type A programs, except the auditor may exclude any Type A programs identified as low-risk under Step 2 (paragraph **(c)(1)** of this section).

(2) (i) High-risk Type B programs as identified under either of the following two options:

(A) Option 1. At least one half of the Type B programs identified as high-risk under Step 3 (paragraph **(d)** of this section), except this paragraph **(e)(2)(i)(A)** does not require the auditor to audit more high-risk Type B programs than the number of low-risk Type A programs identified as low-risk under Step 2.

(B) Option 2. One high-risk Type B program for each Type A program identified as low-risk under Step 2.

(ii) When identifying which high-risk Type B programs to audit as major under either Option 1 or 2 in paragraph **(e)(2)(i)(A)** or **(B)**, the auditor is encouraged to use an approach which provides an opportunity for different high-risk Type B programs to be audited as major over a period of time.

(3) Such additional programs as may be necessary to comply with the percentage of coverage rule discussed in paragraph **(f)** of this section. This paragraph **(e)(3)** may require the auditor to audit more programs as major than the number of Type A programs.

(f) Percentage of coverage rule. The auditor shall audit as major programs Federal programs with Federal awards expended that, in the aggregate, encompass at least 50 percent of total Federal awards expended. If the auditee meets the criteria in **§___.530** for a low-risk auditee, the auditor need only audit as major programs Federal programs with Federal awards expended that, in the aggregate, encompass at least 25 percent of total Federal awards expended.

(g) Documentation of risk. The auditor shall document in the working

papers the risk analysis process used in determining major programs.

(h) Auditor's judgment. When the major program determination was performed and documented in accordance with this part, the auditor's judgment in applying the risk-based approach to determine major programs shall be presumed correct. Challenges by Federal agencies and pass-through entities shall only be for clearly improper use of the guidance in this part. However, Federal agencies and pass-through entities may provide auditors guidance about the risk of a particular Federal program and the auditor shall consider this guidance in determining major programs in audits not yet completed.

(i) Deviation from use of risk criteria. For first-year audits, the auditor may elect to determine major programs as all Type A programs plus any Type B programs as necessary to meet the percentage of coverage rule discussed in paragraph **(f)** of this section. Under this option, the auditor would not be required to perform the procedures discussed in paragraphs **(c)**, **(d)**, and **(e)** of this section.

(1) A first-year audit is the first year the entity is audited under this part or the first year of a change of auditors.

(2) To ensure that a frequent change of auditors would not preclude audit of high-risk Type B programs, this election for first-year audits may not be used by an auditee more than once in every three years.

§___.525 Criteria for Federal program risk.

(a) General. The auditor's determination should be based on an overall evaluation of the risk of noncompliance occurring which could be material to the Federal program. The auditor shall use auditor judgment and consider criteria, such as described in paragraphs **(b)**, **(c)**, and **(d)** of this section, to identify risk in Federal programs. Also, as part of the risk analysis, the auditor may wish to discuss a particular Federal program with auditee management and the Federal agency or pass-through entity.

(b) Current and prior audit experience. (1) Weaknesses in internal control over Federal programs would indicate higher risk. Consideration should be given to the control environment over Federal programs and such factors as the expectation of management's adherence to applicable laws and regulations and the provisions of contracts and grant agreements and the competence and experience of personnel who administer the Federal programs.

(i) A Federal program administered under multiple internal control structures may have higher risk. When assessing risk in a large single audit, the auditor shall consider whether weaknesses are isolated in a single operating unit (e.g., one college campus) or pervasive throughout the entity.

(ii) When significant parts of a Federal program are passed through to subrecipients, a weak system for monitoring subrecipients would indicate higher risk.

(iii) The extent to which computer processing is used to administer Federal programs, as well as the complexity of that processing, should be considered by the auditor in assessing risk. New and recently modified computer systems may also indicate risk.

(2) Prior audit findings would indicate higher risk, particularly when the situations identified in the audit findings could have a significant impact on a Federal program or have not been corrected.

(3) Federal programs not recently audited as major programs

may be of higher risk than Federal programs recently audited as major programs without audit findings.

(c) Oversight exercised by Federal agencies and pass-through entities. (1) Oversight exercised by Federal agencies or pass-through entities could indicate risk. For example, recent monitoring or other reviews performed by an oversight entity which disclosed no significant problems would indicate lower risk. However, monitoring which disclosed significant problems would indicate higher risk.

(2) Federal agencies, with the concurrence of OMB, may identify Federal programs which are higher risk. OMB plans to provide this identification in the compliance supplement.

(d) Inherent risk of the Federal program. (1) The nature of a Federal program may indicate risk. Consideration should be given to the complexity of the program and the extent to which the Federal program contracts for goods and services. For example, Federal programs that disburse funds through third party contracts or have eligibility criteria may be of higher risk. Federal programs primarily involving staff payroll costs may have a high-risk for time and effort reporting, but otherwise be at low-risk.

(2) The phase of a Federal program in its life cycle at the Federal agency may indicate risk. For example, a new Federal program with new or interim regulations may have higher risk than an established program with time-tested regulations. Also, significant changes in Federal programs, laws, regulations, or the provisions of contracts or grant agreements may increase risk.

(3) The phase of a Federal program in its life cycle at the auditee may indicate risk. For example, during the first and last years that an auditee participates in a Federal program, the risk may be higher due to start-up or closeout of program activities and staff.

(4) Type B programs with larger Federal awards expended would be of higher risk than programs with substantially smaller Federal awards expended.

§___.530 Criteria for a low-risk auditee.

An auditee which meets all of the following conditions for each of the preceding two years (or, in the case of biennial audits, preceding two audit periods) shall qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with **§___.520**:

(a) Single audits were performed on an annual basis in accordance with the provisions of this part. A non-Federal entity that has biennial audits does not qualify as a low-risk auditee, unless agreed to in advance by the cognizant or oversight agency for audit.

(b) The auditor's opinions on the financial statements and the schedule of expenditures of Federal awards were unqualified. However, the cognizant or oversight agency for audit may judge that an opinion qualification does not affect the management of Federal awards and provide a waiver.

(c) There were no deficiencies in internal control which were identified as material weaknesses under the requirements of GAGAS. However, the cognizant or oversight agency for audit may judge that any identified material weaknesses do not affect the management of Federal awards and provide a waiver.

(d) None of the Federal programs had audit findings from any of the following in either of the preceding two years (or, in the case of biennial audits, preceding two audit periods) in which they were classified as Type A programs:

(1) Internal control deficiencies which were identified as material weaknesses;

(2) Noncompliance with the provisions of laws, regulations, contracts, or grant agreements which have a material effect on the Type A program; or

(3) Known or likely questioned costs that exceed five percent of the total Federal awards expended for a Type A program during the year.

Appendix A to Part __ - Data Collection Form (Form SF-SAC)
[insert SF-SAC after finalized]

Appendix B to Part __ - Circular A-133 Compliance Supplement
Note: Provisional OMB Circular A-133 Compliance Supplement is available from the Office of Administration, Publications Office, room 2200, New Executive Office Building, Washington, DC 20503.

Arizona Criminal Justice Commission

Publication of the Office of the Executive Director

Our mission is to sustain and enhance the coordination, cohesiveness, productivity and effectiveness of the Criminal Justice System in Arizona

Grant Management Reference Manual

2004

February

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Executive Director

Introduction

This Grant Management Reference Manual has been prepared as a reference guide for questions arising in the administration of Federal and State grants awarded through the Arizona Criminal Justice Commission. Content includes financial management policies, grant agreement, and procedures required of grantee organizations to ensure the establishment of sound and effective business management systems. Such procedures will ensure that funds are properly safeguarded and used only for the purposes for which they were awarded. By following the required reporting procedures, grantees will ensure a trouble-free process and compliance with Federal and State requirements.

The manual is provided as a quick reference guide for day-to-day use by grantees. The manual is not inclusive and is not intended to be the only document utilized by sub-grantees when administering a grant. Grantees are still required to comply with all applicable rules, regulations, and guidelines.

Grantees are encouraged to contact their grant program manager or coordinator at the Commission office whenever questions arise not covered in this manual.

Our goal is to facilitate the grant management process while ensuring reporting requirements are met. In short, we want your project to succeed!

Arizona Criminal Justice Commission

OVERVIEW

Mission: "To sustain and enhance the coordination, cohesiveness, productivity and effectiveness of the Criminal Justice System in Arizona."

The Arizona Criminal Justice Commission is a statutorily authorized entity mandated to carry out various coordinating, monitoring and reporting functions regarding the administration and management of criminal justice programs in Arizona. In accordance with statutory guidelines, the Commission is comprised of 19 members who represent various areas of the criminal justice system. Five of the 19 commission members are state agency directors, and the remaining 14 members are appointed by the Governor to serve a two year term.

The Commission was created in 1982, defined by A.R.S. § 41-2401 through § 41-2420 to serve as a resource and service organization for Arizona's 480 criminal justice agencies on a myriad of issues ranging from drugs, gangs, victim compensation and assistance to criminal record improvement initiatives. The Commission works on behalf of the criminal justice agencies in Arizona to facilitate information and data exchange among statewide agencies by establishing and maintaining criminal justice information archives, monitoring new and continuing legislation relating to criminal justice issues and gathering information and researching existing criminal justice programs.

The six program areas which support the Arizona Criminal Justice Commission are: Crime Victim Services, Criminal Justice Records and Integration, Drug Control and System Improvements, Finance and Administration, Legislation and Policy, and the Statistical Analysis Center.

For detailed program information, visit our website: www.acjc@state.az.us

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Appendix E Computer Hardware and Software Guidelines

Appendix F Accounting System and Financial Capability Questionnaire

Appendices *G* through *L* can be found on the Office of Management and Budget Web Site. The address for each site is directly below the Circular title.

Appendix G Circular A-21 Cost Principles for Educational Institutions
http://www.whitehouse.gov/omb/circulars/a021/a021.html

Appendix H Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

Appendix I Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
http://www.whitehouse.gov/omb/circulars/a102/a102.html

Appendix J Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements to Institutions of Higher Education, Hospitals and other Non-Profit Organizations
http://www.whitehouse.gov/omb/circulars/a110/a110.html

Appendix K Circular A 122 Cost Principles for Private Non-Profit Organizations
http://www.whitehouse.gov/omb/circulars/a122/a122.html

Appendix L Circular A-133 Audits of States, Local Governments and No-Profit Organizations
http://www.whitehouse.gov/omb/circulars/a133/a133.html

CHAPTER 1
Condition of Award and Acceptance

Congratulations, you have a received a grant award! What comes next?
There will be several documents mailed to you after you receive an award, called the "grant award package."

1.0 Grant Agreement or Conditions of Award

When a Grantee is awarded money for a project or program, a *Grant Agreement* must be executed between the grantee and the Commission. This grant agreement contains information such as the award amount, required match if any, budget, record retention, report schedule and rules that you have to abide by for the grant award period. These rules may extend beyond the grant period if there is equipment involved. A sample Grant Agreement is provided for your information in Appendix A to this manual. The conditions of the grant are to satisfy federal and state statutes, as well as special conditions required by the Justice Department.

1.1 Required Signatures

This agreement must be signed by the individual authorized to enter into agreements for your governmental subdivision or non-profit agency:

- County offices, the Chairman of the County Board of Supervisors;
- City offices, the Mayor or City Manager; and
- State Agencies and Non-Profit Institutions, the Director or Chief Executive Officer of the Agency.

If someone else is designated to sign the agreement, enclose a copy of the authorizing resolution signed by the Clerk of the Board/Council. If the Council/Board requires an attestment or certification of signature by the Clerk, it may be included anywhere it is convenient on the signature page.

Counties and Cities must also provide a copy of the Council/Board approved agenda or resolution listing the Grant Agreement on the agenda.

For State, County and City agencies, legal counsel needs to attest that the body has the legal authority to enter into agreements and has the legal authority to perform the agreed upon activities. The governing body legal authority to enter into an agreement must also be included.

The signed document must be returned to the Commission office for final execution. A copy or original (if more than one is provided) will be returned to you. No money can be reimbursed or forwarded to you until this document is received by the Commission, approved by the Attorney General, and signed by the Commission's Executive Director.

1.2 Elements of the Grant Agreement

Some of the essential elements included in the Grant Agreement are listed below. This list is only a sampling and it is not meant to be all inclusive:

- Grant funds must be used to provide services specific to each program as stated in the grant application.

- The Commission staff will monitor the performance of the grantee against the performance standards outlined in the grant; non-compliance will result in notification and, in extreme cases, suspension or termination of the agreement.

- Financial reports are required for reimbursement of expenditures. For those grants that are reimbursable, see the agreement for details.

- The grantee must comply with all applicable Office of Management and Budget Circulars (see Chapter 3).

- All grant files, reports, and account records relating to the agreement must be kept by public agencies in accordance with the approved record retention policy mandated by the Arizona State Library, Archives and Public Records Management Division; in no event less than three (3) years. Non-profit agencies must keep all such records for five (5) years after the program was created or money received.

- Financial and Activity/Progress Reports must be submitted to the Commission in accordance with the schedule provided in the grant agreement. Funds may be suspended if reports are delinquent.

- Commission staff approval must be received, in advance, for all **sole-source** procurements in excess of $100,000 .

- All computer hardware and software purchases must comply with the guidelines in Appendix E.

- Grant funding can **not** be used to supplant Federal, State, or local funds that would otherwise be available for the project. Supplanting means reducing State or local funds because of the existence of Federal funds.

Example: State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose. The State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

- Criminal justice records systems should, to the extent possible, integrate with other criminal justice records systems in the state, in order to enhance the overall effectiveness of the Arizona Criminal Justice Records System.

- Grantees must notify the grant Program Manager in writing within ten (10) days anytime the project official is replaced.

- The Grant Agreement will be cancelled if not returned to the Commission with authorized signatures within 90 days of commencement of award.

CHAPTER 2
Reporting Requirements

2.0 Financial Report

A financial report form will be included in the grant package. Please make copies of this report as you will submit one either monthly or quarterly depending upon the requirement of your grant. If you need additional copies of the financial report form, please contact the Commission staff and one can be emailed or faxed to you.

Several financial reports are used by the Commission. These reports are grant-specific. See Appendix B and D for samples of financial reports.

To develop consistent reporting, the Budget Category Guidelines on page 15 provide definition of line items on the financial report.

2.1 Changes on Financial Reports

Grant programs administered by the Commission are either reimbursed or paid in advance.

If a program is paid in advance, financial reports may be amended and resubmitted to the Commission with authorized signatures.

If a program is reimbursed, financial reports may **not** be amended. Corrections must be included with the next monthly or quarterly report. Corrections may be documented on the following financial report and financial records that are kept in your office to be made available for financial reviews.

2.2 Activity or Progress Report

A copy of the activity report or progress report will be included with the grant package. Please make copies of this report as you will submit one either monthly, quarterly or annually depending upon the requirement of your grant. If you need additional copies of the Activity/Progress report, please contact the Commission staff and one can be emailed or faxed to you.

2.3 Other Reports

Other documents may be included as required by each grant.

CHAPTER 3
Office of Management and Budget Circulars

3.0 Overview - Office of Management and Budget (OMB) Circulars

This chapter provides a listing and brief summary of the Office of Management and Budget Circulars (OMB) all grantees should review. It is meant to serve as a guide, not a substitute, in locating the complete OMB Circulars and relevant text. The full circulars can be found at www.whitehouse.gov/omb/circulars/ :

A-21: Cost Principles for Educational Institutions

A-87: Cost Principles for State, Local, and Indian Tribal Governments

A-102: Grants and Cooperative Agreements with State and Local Governments

A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

A-122: Cost Principles for Private Non-Profit Organizations

A-133: Audits of States, Local Governments, and Non-profit Organizations

3.1 Terminology

Circulars - Provide minimal guidance to Federal agencies. Circulars guide the agencies in their implementation of the common rules, which must be followed by the recipients. Circulars provide basic information such as purpose, authority, and action required, responsibilities of OMB, effective date, and termination review date.

Common Rule – Provide language agencies are to adopt in their regulations. Common rules set standards for acceptable financial and management systems. Common rules are structured to follow the grant process:

- Pre-award
- Post-award
  - ✓ Financial System
  - ✓ Property Management
  - ✓ Required Reports & Records
  - ✓ Termination & Enforcement of Award

- After the close of the grant

3.2 Circular A-21 Cost Principles for Educational Institutions

Purpose: This Circular establishes principles for determining costs applicable to grants, contracts, and other agreements with education institutions. The principles deal with cost determination.

All State agencies that sponsor research and development, training, and other work at educational institutions shall apply the provisions of this Circular in determining the costs incurred for such work. The principles shall be used as a guide in the pricing of fixed price and lump sum agreements.(see Appendix G)

3.3 Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments

Purpose: This Circular establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments, and federally-recognized Indian tribal governments.(see Appendix H)

3.4 Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Purpose: This Circular establishes consistency and uniformity among Federal agencies in the management of grants and cooperative agreements with State, local, and federally recognized Indian tribal governments.(see Appendix I)

3.5 Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements to Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

Purpose: This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants and agreements with institutions of higher education, hospitals, and other non-profit organizations.(see Appendix J)

3.6 Circular A-122 Cost Principles for Private Non-Profit Organizations

Purpose: This Circular establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. (see Appendix K)

3.7 Circular A-133 Audits of States, Local Governments, and Non-profits Organizations

Purpose: This Circular describes the non-Federal entity's responsibilities for managing Federal assistance programs and the auditor's responsibility with respect to the scope of the audit. Auditors are required to follow the provisions of Circular A-133.(see Appendix L)

a. Non-Federal entities that expend $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal funds (from all sources including pass-though subawards) in the organization fiscal year (12-month turnaround reporting period) shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133.

b. Non-Federal entities that expend less than $300,000 a year ($500,000 for fiscal years ending after December 31, 2003) in Federal awards are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-though entity, and General Accounting Office (GAO).

Further Information: Further information concerning this Circular may be obtained by contacting the Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202)395-3993 or the Federal Domestic Assistance Catalog Division, General Services Administration, Room 4032, 1800 F Street, NW, Washington DC 20405, Telephone (202) 208-1582.
Note: To keep up to date, check the Federal Register: www.access.gpo.gov
or OMB's grant management page: www.whitehouse.gov/omb/grants/index.html

Chapter 4
Payments

4.0 Payment Methods

The Commission uses two payment methods, reimbursement and installments. To determine which method is used for your grant program, refer to your Grant Agreement.

The reimbursement method is the most commonly used method for the Commission grant programs. The grant funds are reimbursed based on the expenditure reported on the financial report submitted to the Commission. These reimbursements are either monthly or quarterly based on the reporting requirement for the grant.

Reimbursements can not be sent unless a financial report is filed with the Commission.

The installment method is used for service type programs, such as Victim Compensation and Victim Assistance. The total award is divided into 12 equal installments and paid over the term of the award. All Commission reports must be current prior to the disbursement of grant funds.

For grants that are paid in allotments, it is important to check the rate of expenditure periodically during the grant period to ensure that expenditures are on track so funds can be reallocated or reverted if necessary.

Local Law Enforcement Block Grants (LLEBG) are disbursed at the beginning of the grant period.

4.1 Commission Cash Management Policy

All Federal grants administered by the Arizona Criminal Justice Commission, when permissible and allowable, will be paid on a reimbursement basis. This will bring the Commission and its grantees into compliance with the requirements of Public Law 101-453, Cash Management Improvement Act of 1990 (CMIA).

Confidential Funds, if awarded by the Commission, may be paid in advance if no other sources of funds are available for such purposes. Each request will be reviewed and considered on an individual basis.

If the grantee should determine that the reimbursement method is unacceptable, the project official must submit a letter from the authorized unit of government, i.e. State Agency, County Board of Supervisors or City/Town Council, to the grant Program Manager. The letter must contain a detailed explanation of why this method is unacceptable. If a large equipment purchase expense is involved, a “notice of bid

awarded" or other such document must be included. Each request will be reviewed and considered for an exception to this policy on an individual basis.

Grantees who have received an exception to the reimbursement policy must time the cash advance request as close as administratively feasible to the time of disbursement, preferably within three (3) days of receipt.

4.2 Interest Earned

All grantees are required to and shall account for interest earned on Federal funds.

Government units may keep interest earned on Federal grant funds up to $100 per federal fiscal year. This limit is not per award. It is inclusive of all interest earned as a result of all Federal grant program funds received per year.

Non-profit organizations may keep interest earned on Federal grant funds up to $250 per federal fiscal year. This limit is not per award it is inclusive of all interest earned as a result of all Federal grant program funds received per year.

Interest earned on Local Law Enforcement Block Grants (LLEBG) must be accounted for and reported as program income, and used on the program.

4.3 Withholding Funds

The Commission will withhold funds if the grantee demonstrates any of the following:

- Failure to submit accurate and/or timely reports.
- Failure to demonstrate effort or ability to attain program or project goals.

A grantee may be required to finance its operation with its own working funds until such time as the grantee is in compliance with its award requirements.

Reference:
Office of Justice Programs,
Office of the Comptroller, *Financial Guide 2002*

Chapter 5
Match or Cost Sharing

5.0 Match / Cost Sharing

Some grant programs require the recipient agency to provide cost sharing or matching funds to supplement the grant award. There is a difference between cost sharing and cash match.

Funds provided as match must be used to support the Federally funded project and must be in addition to, and therefore supplement, funds that would otherwise be made available for the program purpose the federal funds are supporting. Match is restricted to the same use of funds as allowed for the Federal funds.

5.1 In-Kind Match (Cost Sharing)

In-kind match (soft) includes, but is not limited to, the valuation of in-kind services. It is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expend them as allowable costs.

In-kind match, or cost sharing, does not require a cash outlay by your agency, yet it must represent real dollars. If you had to pay for services rendered, for example, time contributed by volunteers who did not donate their services, you would have paid someone else to perform those same services. Personnel services are the most common form of cost sharing, since they can include salaries, fringe benefits, and associated indirect costs.

5.2 Cash Match

Cash match occurs when “hard dollars” are contributed toward your project.
For example, if your agency was awarded a $100,000 grant with a 25% cash match requirement, your actual award will consist of $75,000 federal funds and $25,000 local cash matching funds. Depending on the terms and conditions of the award, your agency may either be required to submit a check to the Commission for the match portion or absorb the match by receiving a reduced reimbursement throughout the award period.

Matching contributions need not be applied at the exact time or in proportion to the obligation of the Federal funds. However, the full matching share must be obligated by the end of the grant period.

5.3 Records of Match

Grantees must maintain records which clearly show the source, the amount, and the timing of all matching contributions. In addition, if a program or project has included within its approved budget contributions which exceed the required matching portion, the grantee must maintain records of the excess match in the same manner as the required match funds.

For all block/formula funds, the Commission has the primary responsibility for the grantee compliance with the match requirements. For all discretionary funds, the Commission and grantee have shared responsibility for ensuring compliance with the requirements regarding matching funds.

Reference:
OMB Circular A-102 §__.24 (State and Local Units of Government) or A-110 §__.23 (Education Institutions, Hospitals and Non-Profits).

5.4 Supplanting

Grant funds can **not** be used to supplant Federal, State, or local funds that would otherwise be available for the project. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

> Example: State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose. The State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

Chapter 6
Program Income

6.0 Program Income

Grantees who generate program income as a direct result of Federal grant funds for a project must report program income and program expenditures. Example: Byrne and interest on LLEBG Block Grant.

Program income means income received by the grantee directly generated by a grant-supported activity, or "earned" as a result of the grant during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

6.1 Examples of Program Income:

- Income from fees for services performed;
- Income from the use or rental of real or personal property acquired with grant funds;
- Income from the sale of commodities or items fabricated under a grant;
- Proceeds from the sale of property or equipment;
- Income from royalties and license fees for copyright materials, patents and inventions developed by the grantee;
- Income received from a court ordered award of attorney's fees or cost, to the extent that it represents a reimbursement for attorney's fees and costs originally paid under the award;
- Reimbursement received from the IRS if award funds were used in the information and investigation leading to the recovery of Federal taxes imposed with respect to illegal drug-related activities or money laundering in connection with such activities.
- Income received from asset seizures and forfeitures is considered "earned" when the property has been adjudicated to the benefit of the law enforcement agency.

6.2 Use of Program Income

Program income may be used to supplement or reduce project costs, or may be refunded to the Federal government. Program income may only be used for allowable program costs and **must be expended prior** to federal grant funds.

Program income shall be added to the funds committed in the Grant Agreement, known as the "Addition Method" and used by the grantee for any purpose that furthers the objectives of the legislation under which the award was made.

The following policies apply to program income from asset seizures and forfeitures:
The "Addition Method" shall be followed unless an alternate method is designated by the Commission. Program income may be retained by the agency earning the program income or used by the grantee for any purpose that furthers the objectives of the legislation under which the grant was made.

Program income may be used as matching funds when assets are adjudicated by the State, County, or Local Court in accordance with State law. In addition, cash received under the equitable sharing program may also be used as matching funds.

6.3 Accounting for Program Income

Program income must be accounted for up to the same ratio or percent as Federal dollars provided to the project.

For example:

- A project funded with 100 percent Federal funds must account for and report on 100 percent of the total program income earned. If the total program income earned was $20,000, the recipient must account for and report the $20,000 as program income on the Financial Report.

- If a project was funded with 75 percent Federal funds and 25 percent non-Federal funds (match) and the total program income earned by the grant was $100,000, $75,000 must be accounted for and reported, by the recipient, as program income on the Financial Report.

Program income received is line I, page 1, on the Financial Report.
Program income expenditures is on the second page of the Financial Report. (see Appendix B)

Reference:
Uniform Administrative Requirements
OMB Circular A102 §___.25 - State and Local Governments
OMB Circular A110 §___.24 – Institutions of Higher Education, Hospitals, and Other Non Profit Organizations.
Department of Justice Codified: 28CFR Part 66.25 – State and Local Governments

Chapter 7
Allowable Costs

7.0 Allowable Costs

To be considered an allowable cost, the expenditure must meet the criteria specified in the appropriate and applicable cost principle. It is important to note that each set of cost principles will vary in its definitions of allowable costs. The examples below were taken from OMB Circular A-87, which contains the most stringent criteria. To meet Federal standards for allowability, a cost must meet the following general criteria:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards;
- Be allocable to Federal awards;
- Be authorized or not prohibited under State or local laws or regulations;
- Conform to any limitations or exclusions set forth in the appropriate cost principle, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items;
- Be consistent with policies, regulations and procedures that apply uniformly to both Federal awards and other activities of the governmental unit;
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- Except as otherwise provided in the circular, be determined to be in accordance with generally accepted accounting principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or prior period, except as specifically provided by Federal law or regulation;
- Be the net of all applicable credits;
- Be adequately documented.

While most of the items on this page are quite self explanatory, there are two elements that may require further explanation; the notion of allocability and the term “net of applicable credits”.

To be considered allocable, an expense must be treated consistently with other allowable costs incurred for the same general purpose in similar situations and it must:

- Be incurred specifically and totally (100%) for the award;
- Be chargeable or assignable to cost objectives in reasonable proportion to the benefits received; or
- Is necessary to the overall operation of the organization, although a direct relationship to a particular cost objective cannot be shown.

To be an allowable cost, the expense must be the net of applicable credits, which are reductions in expense items allocable to a Federal award such as purchase discounts, rebates and adjustments of overpayments or erroneous charges. Should the agency receive such credits relating to allowable costs, the Federal award must be credited as a cost reduction or a cash refund.

7.1 Costs Requiring Prior Approval

Changes to your project scope and/or budget after an award has been made require prior written approval from the grant Program Manager. Due to the extensive financial and program impact on the grant if changes were permitted without approval, written consent is required.

Some examples of expenditures and changes requiring prior approval for state, local and Indian governments are:

- Capital equipment (use the more stringent policy to determine capital equipment);
- Cost of membership in civic and community, social organizations;
- Pre-award costs;
- Direct costs for preparing proposals for potential Federal awards;

All requests for prior approval must be submitted in writing (email is acceptable) to the Program Manager identified in your award letter. Be sure to keep your budget adjustment request in the same format as your original budget as identified in your Grant Agreement. A budget adjustment request must be accompanied by a narrative description of the reason the change is necessary.

Upon receipt and review of the request, a decision will be provided in writing. A Grant Adjustment Notice (GAN) will be sent to your agency upon the approval of the grant Program Manager. Verbal approval is considered non-binding. Failure by the grantee to obtain prior approval may result in the disallowance of costs.

7.2 Indirect Costs

Indirect costs are costs of an organization that are not readily assignable to a particular project and are difficult to allocate. Indirect costs are commonly referred to as "overhead."

Examples:

- Payroll Processing
- Utilities
- Maintenance Costs
- Administrative Salaries
- Depreciation

The Arizona Criminal Justice Commission **does not** award grant funds for indirect costs. Even if the grantee has an approved indirect cost rate, these expenses are unallowable in Commission funded projects.

Chapter 8
Time and Attendance

8.0 Time and Attendance

For personnel systems, the primary documentation concern is employee time and effort reporting. It is important to keep track of which employee is doing what task in order to avoid cost disallowances.

The chart on the next two pages shows the documentation standards for two OMB circulars. If agency requirements are greater then OMB Circulars, Agency requirements will take precedence.

Circular	OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments Attachment B. §11	OMB Circular A-122, Cost Principles for Nonprofit Organizations Attachment B. §7
Activity Reports	• Any employee involved in multiple activities or cost objectives must have a personnel activity report maintained. • The report must be prepared monthly and must coincide with one or more pay periods.	• Reports reflecting distribution of the activity of each employee must be maintained. Each report must account for the total activity for which an employee is compensated. The report must reflect a reasonable estimate of actual work performances. • Nonprofessional employees fall under the same regulations as professional staff; however, additional information regarding how many hours per day was worked is also required. • The report must be prepared at least monthly and must coincide with one or more pay periods.
Verification of Time Worked	• The employee must sign the report which outlines the activities for which he/she is being compensated.	• Documentation must be signed by the employee or responsible official having first hand knowledge of the activities performed by the employee.

Single Federal award or cost objective	• Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee.	• No reference
Budget Estimations	• Budget estimations determined before services are performed do not qualify as support for charges for federal awards.	• Budget estimations do not qualify as support for charges to awards.

Chapter 9
Grant Adjustments

9.0 Grant Adjustments

The grant Program Manager can authorize changes in a grant through a Grant Adjustment Notice (GAN). A GAN officially modifies the grant award and is just as binding as the Grant Agreement issued with the initial award. Examples of circumstances under which the GAN are completed include:

- A deviation from the approved budget, a budget adjustment.
- Grant extension, this extends the time for the project to be completed. Requests for extensions must be submitted 60 calendar days before the award is scheduled to end.
- Additional money is added to the project.
- Change in the scope of the project.

The grant Program Manager carefully reviews requests for changes to a grant to make sure they are in compliance with the *OMB Circulars* and to ensure that the grant program's goals and objectives are addressed. Changes are officially recognized once the GAN is issued with a date and number. You will receive a copy of the approved GAN for your grant file.

9.1 Budget Modifications

Please refer to your Grant Agreement to check if your program allows you to make budget adjustments.

If an award is less than $100,000 and the scope of the project does not change, prior approval to modify your budget is **not** required. However, you still need to contact your program manager to inform him or her of the proposed changes and make sure that these changes are allowed under the grant program.

If an award exceeds $100,000 and the cumulative changes between the approved budget categories exceed ten (10) percent of the total grant amount or change the scope of the project, you **are** required to get prior approval from your program manager. Please check the Grant Agreement or any subsequent Grant Adjustment Notices (GAN), if the budget was revised after the award was made. The Grant Agreement will show the amount of money in each approved budget category (personnel, fringe benefits, consultants/contracts, travel, equipment and operating expenses).

The ten (10) percent rule applies to awards that exceed $100,000 or any award that has a change in scope.

To obtain a budget modification, you must submit a written (mail, fax or email) request to your program manager. The request should explain the reason for the budget modification and clearly indicate how the money is being reallocated and for what it will be used. It should also include a chart that shows the new budget. The chart should have four columns.

Example:

Budget Category	**Current Budget**	**Change (+/-)**	**Revised Budget**
Personnel Expenses			
Overtime	$40,000	$0	$40,000
Employee Related Expenses	$6,000	($4,000)	$2,000
Consultants/Contractual	$15,000	$0	$15,000
Travel In-State	$20,000	**$10,000**	$30,000
Travel Out-of-State	$15,000	($10,000)	$5,000
Operating Expenses	Not Approved	$0	$0
Equipment	$1,500	**$1,500**	$3,000
TOTAL	$2,500	**$2,500**	$5,000
	$100,000		$100,000

This example requires the grantee to seek prior approval because the change exceeds ten (10) percent. The cumulative change amount for this example equals $14,000, therefore prior approval is required.

If your budget modification request is approved, you will receive a Grant Adjustment Notice (GAN) that shows the new approved budget for the grant. The grantee agency must be current with all programmatic and financial reports for the budget modification to be approved.

9.2 Budget Modification Request for Equipment

The Grant Agreement may contain a statement indicating that prior approval is required for the purchase of equipment. Request for equipment must be made in writing (mail, fax or email) to your program manager. The request must include the type of equipment to be purchased, how it will be used, the cost, what budget category the money will come from and why the money is no longer needed in that category. It is important to note that equipment must be placed into service and used during the award period purchased.

Reference:
Office of the Comptroller *Financial Guide*

Chapter 10
Procurement

10.0 Procurement

Subgrantees shall follow the same policies and procedures for Commission funds as used for procurement from other sources. It is strongly recommended that the grantee contact their procurement department prior to expenditure of funds from any Commission grant to ensure all expenditures are in accordance with approved polices and procedures.

10.1 Competition

All procurement transactions, whether negotiated or competitively bid and without regard to dollar value or funding source, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of $100,000 must receive prior approval of the grant Program Manager.

10.2 Federal Funds

Grantees receiving federal funds shall follow the appropriate OMB Circular that pertains to their agency to determine allowable and unallowable costs. Please refer to Circulars A-21, A-87, and A-122.

10.3 Debarment and Suspension

Per the Commission Grant Agreement and the OJP Financial Guide, subgrantees are prohibited from conducting business with vendors who have been placed on the Suspension and Disbarment List. Prior to making a transaction with a vendor, the grantee must ensure the vendor is in good standing with the Federal government.

A current listing of suspended and disbarred vendors can be located at http://epls.arnet.gov

10.4 Acquisition of Property and Equipment

Subgrantees are required to be prudent in the acquisition and management of property purchased with Commission grant funds whether federal or state funded. Careful screening should take place before acquiring property in order to ensure that it is needed. All equipment purchases not previously approved in the Grant Agreement must be pre-approved in writing by the grant Program Manager prior to the expenditure of grant funds.

Grantees are advised to work with their procurement departments prior to any purchase of property or equipment. For hardware and software guidelines see Appendix E.

Commission grant funds CANNOT be used for land acquisition.

10.5 Management of Property and Equipment

Capital Outlays are determined to be equipment purchases of $5,000 or more with a useful life of more than one year. If an agency has a lower capital policy, the agency policy will govern.

Property records must be maintained and include the following information:

- Description of the property;
- Serial number or other identification number;
- Source of the property;
- Identification of title holder;
- Acquisition date;
- Cost of the property;
- Percentage of Federal participation in the cost of the property;
- Location of the property;
- Use and condition of the property; and
- Disposition data, including the date of disposal and sale price.

A physical inventory of the property must be taken, and the results reconciled with the agency's property records, at least once every two years.

A control system must exist to ensure adequate safeguards to prevent loss, damage or theft of property. Subgrantees are responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

Adequate maintenance procedures must exist to keep the property in good condition.

Records for equipment shall be retained for a period of five years from the date of the disposition. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

10.6 Disposition of Property and Equipment

Items with a current per unit fair market value of less than $5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Commission. Disposal of equipment must be in accordance with the State procedures.

When the fair market value is more than $5,000 at the time of disposal, please contact your grant Program Manager for further instruction.

In addition to the Commission Grant Agreement, grantees receiving federal funds must follow the guidelines set forth in the OJP Financial Guide.

Grantees must also follow their own established policies and procedures when acquiring property and equipment.

Chapter 11
Confidential Funds

11.0 Confidential Funds

Confidential funds are those monies allocated to:

a. Purchase of Services (P/S). This category includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

b. Purchase of Evidence (P/E). This category is for the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.

c. Purchase of Specific Information (P/I). This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

11.1 Allocation of Funds

These funds should only be allocated when:

a. The particular merits of a program/investigation warrant the expenditure of these funds.

b. Requesting agencies are unable to obtain these funds from other sources.

Confidential funds are subject to prior approval by the Commission as indicated in the Grant Agreement. Such approval will be based on a finding that they are a reasonable and necessary element of project operations. In this regard, the approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.

11.2 Confidential Funds Certification

A signed certification that the Project Director has read, understands, and agrees to abide by these provisions is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.

11.3 Written Procedures

Each project agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements listed below. Deviations from these elements require prior approval of the grant Program Manager.

a. Imprest Fund. The funds authorized will be established in an imprest fund which is controlled by a bonded cashier.

b. Advance of Funds. The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. Such authorization must specify the information to be received, the amount of expenditures, and the assumed name of informant.

c. Informant Files. Information files are confidential files of the true names, assumed names, and signatures of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the information payee should also be maintained. In the Regional Information Sharing System (RISS) program, the informant files are to be maintained at the member agencies only. Project Headquarters may maintain case files.

d. Cash Receipts.

   1. The cashier shall receive from the agent or officer authorized to make a confidential payment a receipt for cash advanced to him/her for such purposes.

   2. The agent or officer shall receive from the information payee a receipt for cash paid to him/her.

e. Receipt for Purchase of Information. An information payee receipt shall identify the exact amount paid to and received by the information payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed, **no alteration is allowed.** The agent shall prepare an information payee receipt containing the following information:

   1. The jurisdiction initiating the payment;

   2. A description of the information/evidence received;

3. The amount of payment, both in numerical and word form;

4. The date on which the payment was made;

5. The signature of the informant payee;

6. The signature of the case agent or officer making payment;

7. The signature of at least one other officer witnessing the payment;

8. The signature of the first line supervisor authorizing and certifying the payment.

f. Review and Certification. The signed receipt from the informant payee with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred and his/her evaluation remarks in the report of the agency or officer who made the expenditure from the imprest fund. The certification will be witnessed by the agent or officer in charge on the basis of the report and information payee's receipt.

g. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest fund on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant given and to what extent this informant contributed to the investigation. Grantee shall retain the reconciliation report in their files and have it available for review unless the Commission staff requests that the report be submitted to them on a quarterly basis.

h. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, process (should include the review and approval/disapproval), modification, closure or impact material, and receipts and /or other documentation necessary to justify and track all expenditures. Refer to the documentation under "Informant Files" below for a list of documents which should be in the informant files. In projects where grant funds are used for confidential expenditures, it will be understood that all of the above records are subject to the record retention requirements and audit provisions of the awarding agency and program legislation. However, only under extraordinary and rare circumstances would such access include a review of the true name of confidential informants. When access to the true name of confidential

informants is necessary, appropriate steps to protect this sensitive information must and will be taken by the recipient, awarding agency, and auditing agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by both the OJP program office head and the Comptroller.

11.4 Informant Files

a. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the office head or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area, except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, information number, time in and out, and the signature of the person reviewing the file.

b. Documentation. Each file should include the following information:

1. Informant Payment Record, kept on top of the file. This record provides a summary of informant payments.

2. Informant Establishment Record, including complete identifying and locating data, plus any other documents connected with the informant's establishment.

3. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).

4. Agreement with cooperating individual.

5. Receipt for Purchase of Information.

6. Copies of all debriefing reports (except for the headquarters case file).

7. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).

8. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).

9. Any administrative correspondence pertaining to the informant, including documentation of any representation made on his behalf or any other non-monetary considerations furnished.

10. Any deactivation report or declaration of an unsatisfactory informant.

c. Informant Management and Utilization. All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. Creation of an informant code book controlled by the office head or his/her designee containing:

- Informant's code name;
- Type of informant (i.e., informant, defendant/informant, restricted-use informant);
- Informant's true name;
- Name of establishing law enforcement officer;
- Date the establishment is approved; and
- Date of deactivation.

3. Establishment of each informant file in accordance with Documentation, under 11.4.b (Informant Files)

4. Review of all active status informant files on a quarterly basis to assure they contain all relevant and current information. Where MATERIAL fact that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.

5. A search of all available criminal indices for informants being established. If a verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted, with a copy sent to the FBI and appropriate State authorities for analysis. The

informant may be utilized on a provisional basis while awaiting a response from the FBI.

d. Payment to Informants

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes persons who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payments should be commensurate with the value of services and/or information provided and should be based on the following factors:

- The level of the targeted individual, organization, or operation;
- The amount of the actual or potential seizure; and
- The significance of the contribution made by the informant to the desired objectives.

2. There are various circumstances in which payments to informants may be made:

- Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.
- Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed six months). Payments for these expenses may be either lump sum or as they occur and should not exceed the amounts authorized by law enforcement employees for these activities.

- Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a receipt for purchase of information. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by a least the first line supervisory level. In unusual circumstances, a non-officer employee or an office of another law enforcement agency may serve as a witness. In all instances, the original receipt must be submitted to the Project Director for review and recordkeeping.

11.5 Accounting and Control Procedures

Special accounting and control procedures should govern the use and handling of confidential expenditures as described below:

a. It is important that expenditures which conceptually should be charged to PE/PI/PS are in fact so charged. It is only in this manner that these funds may be properly managed at all levels and accurate forecasts of projected needs be made.

b. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction.

c. Headquarters management should establish guidelines authorizing officers to spend up to a predetermined limit of their total allowance on any one investigation.

d. In exercising his/her authority to approve these expenditures, the supervisor should consider:

- The significance of the investigation;
- The need for this expenditure to further that investigation; and
- Anticipated expenditures in other investigations. Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

e. Funds for PE/PI/PS expenditure should be advanced to the officer on a suitable receipt form. A receipt for purchase of information or a voucher for purchase of evidence should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.

f. For security purposes, there should be a 48-hour limit on the amount of time funds advance for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the

expenditure will not materialize, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are the amount of funds involved, the degree of security under which the funds are being held, how long an extension is required, and the significance of the expenditure. Such extensions are generally limited to 48 hours.

Recipients should consult with the program office prior to determining the final course of action. Beyond this, the funds should be returned and re-advanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed voucher for payment for information or purchase of evidence, or written notification by management that an extension has been granted.

g. Purchase of Services (P/S) expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head, or his/her immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Chapter 12
Standards for Financial Management Systems

12.0 Standards for Financial Management Systems

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds.
All recipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both grant funds and matching funds of state, local and private organizations when applicable.

12.1 Accounting System

An efficient accounting system should meet the following criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c. The accounting system should provide accurate and current financial reporting information.

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

e. Presents and classifies projected historical cost of the grant as required for budgetary and evaluation purposes.

f. Provides financial data for planning, control, measurement and evaluation of direct and indirect costs. The Commission does **not** award grant funds for indirect costs. Even if the grantee has an approved indirect cost rate, these expenses are unallowable in Commission funded projects.

g. New Commission Grantees will be required to complete the Accounting System and Financial Capability Questionnaire in Appendix F

12.2 Total Cost Budgeting and Accounting

Accounting for all funds awarded by the granting agency shall be structured and executed on a "total program cost" basis. That is, total program costs, including federal, state and local matching shares and any other fund sources included in the approved project budget or received as program income shall be the foundation for fiscal administration and accounting.

12.3 Commingling of Funds

The accounting system must ensure that agency funds are not commingled with grant funds. Each grant award must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or project-by-project basis.

Funds specifically budgeted and/or received for one project may not be used to support another.

Chapter 13
On-site Monitoring and Assistance Visits

13.0 On-site Monitoring and Assistance Visits

Pass-through entities, such as the Commission, are responsible for monitoring grants and providing reasonable assurance that:

a. Grant funds are expended in ways that meet provisions of pertinent statutes, regulations, agency administrative requirements, relevant Office of Management and Budget (OMB) circulars and the term of the award notice.

b. Adequate progress is being made toward achieving the projects goals and objectives.

The purpose of an on-site monitoring and assistance visit is to ensure the success of a project and to identify problems before they become serious, and to document changes and trends in conditions and strategies related to grant-funded activities.

The Commission has developed two different types of site visits. One is a financial review and the other is a programmatic review.

13.1 Financial Review

The financial review will consist of an analysis and evaluation of your office's accounting system to ensure that it provides full accountability for revenues, expenditures, assets and liabilities. The Commission staff will check to make certain that there is proper segregation of duties.

A review of all expenditures will be performed and evaluated to ensure they were made only for allowable services and were within the proper time period. There will also be an examination of prepared financial reports to ensure they contain accurate and reliable financial information and are presented in accordance with the terms of the Grant Agreement.

The following financial reports, as well as all original documents must be made available for review for the time period requested:

a. Detailed revenue, expenditure and encumbrance reports;

b. General ledger;

c. Task force records for confidential fund expenditures;

d. Agency reconciliation reports;

e. Payroll – list of employees paid by the grant, timesheets, etc.; and

f. Check register, bank statements and cancelled checks if any.

13.2 Programmatic Review

The programmatic review will consist of questions that deal with the administrative functions as well as questions that relate to activities that are supported by the grant funds. There are certain questions that will be consistent between all programs such as:

a. Do the project goals, objectives, activities and services continue to reflect those proposed in the grant application;

b. Are the objectives time bound, observable, measurable, activity related;

c. What kind of agency evaluation is being done that shows progress toward the goals and objectives of the program;

d. If changes have been made, have they had prior approval of the Commission;

e. Are performance or activity and financial reports submitted on time;

f. Does the agency have a written code of conduct regarding the performance of employees regarding conflict of interest;

g. What type of information is included in property records and is a physical inventory of equipment taken and how often;

h. What precautions have been taken so that there is no business being done with a suspended or debarred party; and

i. How can the Commission staff assist you in the management of the grant.

Additional program specific questions will be asked. This list indicates what types of administrative questions may be expected during a site visit.

Chapter 14
Equal Employment Opportunity Plan

14.0 Equal Employment Opportunity Plan

The purpose of an Equal Employment Opportunity Plan (EEOP) is to ensure full and equal participation of men and women in the workplace of the recipient agency, regardless of race, color or national origin. A recipient agency is defined as any State or local unit of government or agency thereof, and any private entity, institution, or organization, to which Office of Justice Programs (OJP) financial assistance is extended directly or through a government entity such as the Commission.

14.1 Criteria

Recipient agencies that meet all the following criteria are required to maintain an EEOP on file for review by OJP, if requested. (See 28 CFR §42.301 et seq.):

a. have 50 or more employees, **and**

b. received a total of $25,000 or more in grants or sub-grants; **and**

c. have 3 percent or more minorities in service population (however, if less that 3 percent minorities in service population, and EEOP must be prepared, but must focus on employment practices affecting women only).

Grantees that meet criteria (a) and (c), and that receive over $500,000 (or $1 million during an 18 month period) are required to submit an EEOP to the Office of Justice Programs (OJP), U.S. Department of Justice, Office for Civil Rights, 810 7th Street N.W., Washington D.C. 20531 for review.

14.2 Plan Acceptability

Comprehensive guidelines for developing an Equal Employment Opportunity Plan can be found at 28 CFR § 42.301 et seq. For more information and a guide to the design and development of an Equal Employment Opportunity plan consult the Office for Civil Rights (OCR) website at www.ojp.usdoj.gov/ocr

An EEOP must be developed by each grantee with 50 or more employees that receives an award of $25,000 or more either directly from the Office of Justice Programs (OJP) or as a sub-grant from a state planning agency such as the Commission. Exceptions: Regardless of the amount of funding or number of employees, if the recipient agency is an educational institution, non profit organization, Indian tribe or medical institution, it is exempt and is not required to develop an EEOP.

Submissions of the EEOP vary depending on the entity type, number of employees and funding level of a grantee agency. The following guidelines should be used to determine what information, if any must be submitted to Office for Civil Rights (OCR).

An agency **does not** need to return any EEOP related information to OCR if it is a non-profit organization, educational institution, Indian tribe or medical institution or is not receiving a signed grant or sub-grant award of at least $25,000.

An agency **must submit** a Certification to OCR if it is receiving a single award for at least $25,000, but has less than 50 employees or has 50 or more employees and is receiving a single award for at least $25,000, but less than $500,000.

An agency **must submit** a copy of its EEOP or EEOP Short Form to OCR if it is receiving a single grant award of $500,000 or more or an aggregate of grant awards for $1,000,000 or more during an 18 moth period and has 50 or more employees.

All grantees must forward to OCR a copy of any finding for discrimination made against their agency after a due process hearing (within the past five years) within 30 days of such finding.

CERTIFICATION

Grant Title:

Grantee Name: Contact Person: Tel#:

Address: Award Amount:

Grant Number:

Date and effective duration of EEOP:

Policy Statement:

CERTIFICATION (EEOP ON FILE)

Certification Statement:

I,__________________________(executive officer), certify that the ______________________________(organization) has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file in the Office of _________________________ (name),_______________________ ____(address)__________________________ ____(title), for review or audit by officials of the cognizant State planning agency or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

(signature) (title) (date)

- -

CERTIFICATION (NO EEOP REQUIRED)

I HERBY CERTIFY THA THE FUNDED ENTITY HAS LESS THAN 50 EMPLYEES AND THERFORE IS NOT REQUIRED TO MAINTAIN AN EEOP, PURSUANT TO 28 CFR 41.301, et seq.

(signature) (title) (date)

Appendix A
Grant Agreement

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT PROGRAM
GRANT AGREEMENT

SAMPLE

ACJC Grant Number **(number)**
Catalog of Federal Domestic Assistance (CFDA) Number

This Grant Agreement is made this 1ST day of July, 2004, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and **NAME OF JURISDICTION**, through **NAME OF AGENCY** 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, 2004 and terminate on June 30, 2005. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION sixty (60) days prior to the end of the award period.

2. The GRANTEE agrees that grant funds will be used to provide services **specific to each program** as stated in the grant application.

3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the COMMISSION will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty 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 or permanently terminate this Agreement or revoke the grant. 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.

4. 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:
   A. 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:

Address Block
Attn: **Title, First Name, Last Name**

5. For grant awards above $100,000, the GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. If the GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or purchase equipment, written approval from the COMMISSION in advance is required. 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 the GRANTEE wishes to purchase equipment, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel Expenses Overtime Employee Related Expenses (ERE) Consultant/Contractual Travel In-State Travel Out-of-State Operating Expenses (Type: **expense**) Equipment (Type: **name equipment**) TOTAL	
Personnel Positions Funded: **Position 1, Position 2, etc**	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed **($)** in Federal funds awarded to the COMMISSION by the U.S. Department of Justice, Office of Justice Programs, **and/or ($)** in State funds. ($) in local **cash/in-kind** matching funds representing **twenty-five/ten (#)** percent of the total award will be supplied by the GRANTEE from the **source**.

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures. **OR** The GRANTEE understands that grant funds will be paid in monthly allotments through the grant period of award. (**NOTE: varies by program**)

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. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments***. (Federal programs) OR** The GRANTEE agrees to abide by 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. (**State programs)**

Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide* and all unexpended grant funds to the COMMISSION within 30 days of written request received from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award. (**Most Federal Programs except LLEBG) OR** The GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within 30 days of written request received from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award. (**State Programs**)

Link: *OJP Financial Guide* http://www.ojp.usdoj.gov/FinGuide/

11. The 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 as required pursuant to the approved record retention policy as mandated by the Arizona State Library, Archives and Public Records Management Division in no event less than three (3) years. All such documents shall be subject to inspection and audit at reasonable times. **OR** The 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 a period of five (5) years after fiscal year created or received. All such documents shall be subject to inspection and audit at reasonable times pursuant to A.R.S. § 35-214. **(Victim Non-Profits)**

Link: *Records, Retention and Disposition Manuals* http://www.lib.az.us/records/forms.cfm

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $5,000, the GRANTEE will use its own policy.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. **(Federal Programs) OR** The GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If the GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development. **(State Programs)**

Link: *Uniform Accounting Manual for Arizona Counties* http://www.auditorgen.state.az.us
Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

14. The 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 based on GRANTEE policy.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees.

16. The 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.(**Federal program**)

Link: *OMB Circular A-133* http://www.whitehouse.gov/omb/circulars/index.html

17. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule: (**Some due monthly**)

Report Period:	**Due Date:**
July 1, 2004 to September 30, 2004	October date, 2004
October 1, 2004 to December 31, 2004	January date, 2004
January 1, 2005 to March 31, 2005	April date, 2005
April 1, 2005 to June 30, 2005	July date, 2005

More frequent reports may be required for GRANTEES who are considered high risk.

18. The GRANTEE assures that it will collect and maintain information on victim services provided by ethnicity, sex, age and disability. (**Victim Assistance program**)

19. All goods and services must be received by the GRANTEE within 60 days of the expiration of this award.

20. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of $100,000.

21. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $450 per day.

22. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **(Federal program)**

Link: *Excluded Parties Listing System* http://epls.arnet.gov

23. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.

24. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

25. No funds shall be used to supplant Federal, State, county or local funds that would otherwise be made available for such purposes.

26. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the COMMISSION harmless for the actions of the GRANTEE'S employees.

27. The 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 the GRANTEE in exchange for grant funds provided under this Agreement.

28. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

29. 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 provided in paragraph 28 of this Agreement pertaining to disputes which are subject to arbitration.

30. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.

31. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds. 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.

32. The GRANTEE agrees to comply with the applicable laws and provisions of the **(Cite Program Rules)** program administered by the COMMISSION.

33. The GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing Information System is replaced. (**government programs only**)

Link: *Data Dictionary* http://www.acjc.state.az.us (Currently not available on-line. Call for copy, we will email.)

34. The GRANTEE should, to the extent possible and practical integrate their criminal justice records system with other criminal justice agency record systems in the state. This will enhance the overall effectiveness of the Arizona Criminal Justice Records System. (**government programs only**)

35. 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. (**government programs only**)

36. The GRANTEE agrees to comply with all Federal Civil Rights Laws, including Title VI of the Civil Rights Act of 1964, as amended. All applicable state laws of A.R.S. § 41-1463, and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the COMMISSION.

37. The GRANTEE agrees to submit an acceptable Equal Employment Opportunity Plan to the U.S. Department of Justice, Office of Justice Programs (OJP) (if grantee is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office of Civil Rights. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions to or correspondence with OJP regarding this requirement must be provided to the COMMISSION by GRANTEE. **(Federal programs)**

38. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620. **(Federal programs**)

39. The 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. **(Federal programs**)

40. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

41. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

42. The 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 U.S.C. Title 5, Part II, Chapter 15, Section 1502.

43. The 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 service required under this Agreement.

44. The 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. **(Victim Assistance program)**

45. The 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. **(Federal Programs)**

Reserved for Federal Special Conditions per award

46. Special Condition 1

47. Special Condition 2

48. Special Condition 3

49. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

50. This Agreement will be cancelled if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

51. 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.

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

FOR GRANTEE:

Authorized Signature Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Michael D. Branham, Executive Director Date
Arizona Criminal Justice Commission

Appendix B
Financial Report

SAMPLE

ARIZONA CRIMINAL JUSTICE COMMISSION
FINANCIAL REPORT

Grant Number:«GrantNumber»
Report Period:_____
Name of Agency Submitting Report: «Agency»
Task Force/Project Title: _____

Please round to the nearest dollar.

Line #	Status of Funds	Current Period
A	Total Outlays Previously Reported **(Prior Report Line C)**	$
B	Total Outlays this Period (From Page 2)	$
C	Total Outlays to Date (Line A + B)	$
D	Total Outstanding Obligations (From Page 2)	$
E	Total Outlays and Unpaid Obligations (Line C + D)	$
F	Total Grant Award Authorized	«TotalAward»
G	Unobligated Funds (Line F-E)	$
H	Interest Earned this Period**	$
I	Program Income Received This Period***	$

Please round to the nearest dollar.

All interest, if earned, must be reported for all programs receiving federal monies. Amounts over$100.00 must be reverted to the Arizona Criminal Justice Commission at the end of the grant period. Refer to Part III, Chapter 1; Page 33-34 OJP Financial Guide, 2002. The current version of the OJP Financial Guide is available at http://www.ojp.usdoj.gov/FinGuide/ to check if a vendor/contractor have a debarment or suspension as required in the Grant Agreement check the Excluded Parties Listing System web site at http://epls.arnet.gov

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete and that all outlays and unpaid obligations are for the purposes set forth in the grant award documents.

Prepared by:

_____

Typed Name/Date/Telephone/Fax Number

Certified by:

_____

Signature of Authorized Official Date

CURRENT REPORT PERIOD FINANCIAL DETAIL

Name of Agency Submitting Report: «Agency»

Report Period:_____

Please round to the nearest dollar.

Expenditure Category	Period Expenses	Outstanding Obligations
Personnel/Salaries	$	$
Personnel/Overtime	$	$
Employee Related Expenses (ERE)	$	$
Professional/Outside Services(list below)	$	$
In-State Travel	$	$
Out-of-State Travel	$	$
Confidential Expenses	$	$
Other Operating Expenses	$	$
Equipment: (See Budget Category Guidelines for definitions)		
Capital (List Below)	$	$
Non-Capital (List Below)	$	$
Total Period Expenses (Enter on Page 1, Line B)	$	
Total Outstanding Obligations (Enter on Page 1, Line D)		$
Program Income Expenditures***	$	$
Total	$	$

Please round all line items to the nearest dollar.

***Refer to Part III Chapter 4: Program Income; OJP Financial Guide, 2002 for explanation of Program Income.

Type of Equipment Purchased**: List Each Item Included Above** (Written Approval is Required)			Quantity	Amount Each ($)
v Capital	Non-Capital	Type of Equipment		
?	?	_____	_____	_____
?	?	_____	_____	_____
?	?	_____	_____	_____
?	?	_____	_____	_____

Appendix C
Budget Category Guidelines

Budget Category Guidelines

These budget category explanations and guidelines are to be used with the Commission financial report in the previous page.

a. Personnel/ Salaries

Regular Base Pay including On-Call; Incentive Pay; High Risk (Hazardous) Duty; Shift Differential; Annual Leave; Sick Leave; Military Leave; Other Compensated Leave (Jury Duty, etc.).

b. Personnel/Overtime

Some grants do not allow for overtime. Charges for any time worked which is in excess of normally set limits (either straight or time and one-half pay) including compensation time.

c. Employee Related Expenditures (ERE)

ERE includes insurance (FICA Taxes, Medical Insurance, Basic Life, Long Term Disability, Unemployment compensation, Dental Insurance, Workers Compensation); Retirement Plan; Uniform Allowance; Other Employee Related Expenditures.

d. Professional / Outside Services

Consultant Fees including Expenses; Education and Training (Payments to companies or individuals providing education and training services); Legal Services (Charges provided by lawyers); Engineering and Design (Engineering costs incurred prior to the construction phase).

e. In-State Travel

This category includes Airfare; Mileage-Private Vehicle; Motor Pool Charges; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous In-State Travel.

f. Out-of State Travel

The out-of-state travel category includes Airfare; Car Rental; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous Out-of-State Travel.

g. Confidential Funds

Confidential Funds are those monies allocated to the categories listed below. Some grant programs do not allow confidential funds.

1. Purchase of Services (P/S)- Travel or transportation of an informant; the lease of an apartment, business front; luxury-type automobiles; aircraft or boat used to create or establish the appearance of affluence; and/or meals, beverages, entertainment (including buy money and flash rolls, etc.) For undercover purposes, within reasonable limits.

2. Purchase of Evidence (P/E)- This is the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of participant in a crime.

3. Purchase of Specific Information (P/I)- This is the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

Confidential funds are awarded only if the merits of a program/investigation warrant the expenditure of these funds and requesting agencies are unable to obtain these funds from other sources. Adequate controls over disbursement of confidential funds must be established to safeguard against the misuse of such funds, consistent with the *Office of Justice Programs Financial Guide.* An approved Confidential Funds policy must be submitted to the Commission office.

Web Link: *Office of Justice Programs Financial Guide*
http://www.ojp.usdoj.gov/FinGuide/

h. Other Operating Expenses

This category includes Insurance & Related Charges (Risk Management, General Liability); Information Technology including rental charges (Computer Equipment); Communications including rental charges (Telephone, Pager, Cellular); Utilities; Rent of Land and or Buildings; Repair and Maintenance (Buildings, Vehicles, Information Technology; Operating Supplies (Office, Data Processing, Fuel and Lubricants, Publications); Training Registration; Dues; and Other Miscellaneous Operating.

To check if a vendor or contractor has a debarment or suspension from doing business with federal funds as required in the Grant Agreement check the *Excluded Parties Listing System.* This is important so you do not use a debarred vendor.

Web Link: *Excluded Parties Listing System* http://epls.arnet.gov

i. Equipment

Equipment is the cost associated with the purchase of vehicles, furniture telecommunications, computers, etc.

1. Non-Capital Equipment**:** $1,000 - $4,999 and Technology Equipment $0-4,999 with a useful life of 1 yr or more.

2. Capital Equipment: $5,000 or above, If the grantee policy defines capital equipment as less than $5,000 then the grantee must use its own policy.

j. Program Income

All income generated as a direct result of an agency funded project is program income. Program income should be used as earned and expended as soon as possible. This includes but is not limited to sale of seized and forfeited assets and money. State and local units of government may use program income funds from seized and forfeiture assets as match. For additional information see the *OJP Financial Guide* Chapter 4: Program Income, and Chapter 10 in this manual.

1. Program Income Earned this Period: Income received from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money.

2. Program Income Expenditures: Program income shall be used by the grantee for any purpose that furthers the broad objectives of the legislation under which the award was made (i.e., expanding the project or program, continuing the project or program that furthers the objectives, obtaining equipment or other assets needed for the project or program, or for other activities that further the statutes' objectives).

Other Federal Grant Program materials that should be referenced are the *OMB Circulars* These, along with the Grant Agreement, will give guidance to manage your grant program.

Web Link: *OMB circular A-87 Cost Principles for Governments, A-122 Cost Principles for Non-Profit Organizations, A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and Indian Tribes, A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. A-133 Audit of Federal Grants and Cooperative Agreements.* http://www.whitehouse.gov/omb/circulars/

Appendix D
Crime Victim Assistance
Financial Report Sample

SAMPLE

Arizona Criminal Justice Commission
Crime Victim Assistance Program
Fiscal Year 04/05

Program Name: Victim Assistance ACJC Grant #: _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ FAX Number: _____

E-Mail: _____

Report Period (Check appropriate box):

❑	First Quarter	Jul 1, 2004 thru Sep 30, 2004	due	10/31/04
❑	Second Quarter	Oct 1, 2004 thru Dec 31, 2004	due	01/31/05
❑	Third Quarter	Jan 1, 2005 thru Mar 31, 2005	due	04/30/05
❑	Fourth Quarter	Apr 1, 2005 thru Jun 30, 2005	due	08/15/05

Prepared by: _____

Signature of Person Completing Report Date

_____

Typed Name and Title

Certified by: _____

Signature of Authorized Official Date

_____

Typed Name and Title

(5/03)

PART I - FINANCIAL SUMMARY

PROGRAM NAME:_____**ACJC GRANT**_____

Provide budgetary information as requested below

A. ACJC FUNDS

	Status of Funds	Current Period
1.	Total Outlays Previously Reported (From Line 3 previous quarters report)	$
2.	Total Outlays this Period (from pg 2)	$
3.	Total Outlays to Date (Line 1 + 2)	$
4.	Total Outstanding Obligations (from pg 2)	$
5.	Total Outlays and Unpaid Obligations (Line 3 + 4)	$
6.	Total Grant Award Authorized	$
7.	Unobligated Funds (Line 6 - 5)	$

B. FUNDS REQUIRED AS MATCH TO GRANT

(Report match up the required amount only. Include value of in-kind contributions, if applicable see note.)

NOTE: In-kind contributions are allowable as match for NEW programs only. A NEW program is defined as an agency that began providing victim services on or after June 30, 2001.

	Status of Funds	Current Period
1.	Total Outlays Previously Reported (From Line 3 previous quarters report)	$
2.	Total Outlays this Period (from pg 2)	$
3.	Total Outlays to Date (Line 1 + 2)	$
4.	Total Match Funds Required	$
5.	Unobligated Funds (Line 4 -3)	$

PART II - FINANCIAL DETAIL

Provide the following **DETAILED** Budget information.

Category	Period Expenses	Outstanding Obligations
Personnel	$	$
Employee Related Expenses	$	$
Professional/Outside Services	$	$
Travel	$	$
Other Operating Expenses	$	$
Equipment	$	$
SUB TOTAL	$ Enter: Pg 1, Line # A 2	$ Enter: Pg 1, Line # A 4

B. FUNDS REQUIRED AS MATCH TO GRANT:

(Report match up the required amount only. Round to the nearest whole dollar)

Category	Period Expenses
Personnel	$
Employee Related Expenses	$
Professional/Outside Services	$
Travel	$
Other Operating Expenses	$
Equipment *	$
SUB TOTAL	$ Enter: Pg 1, Line # B 2

*Equipment Expenditure Detail

Type of Equipment	v Capital	Non-Capital	Amount
			$
			$

Appendix D-1
Crime Victim Assistance
Financial Report Definitions / Guidelines

Financial Report Instructions/Definitions and Guidelines

Each agency receiving victim assistance funds from the Arizona Criminal Justice Commission Victim Assistance Fund is required to complete the Financial Report at the end of every quarter. Please ensure that the information provided includes only that part or percentage of your program which is funded by the Commission Victim Assistance Grant, and the funds required as match to be used in the program according to your Grant Agreement paragraph 6.

- Respond to all sections of the Report.
- Use a zero (0) in any space requiring a numerical response wherever no data exists.
- Cover Page - Check the appropriate box to identify the time period for which this report is being submitted. Note the due date of each quarterly report.
- A completed report must be received on or before the due date listed.

Definitions

"Encumbrance" is an obligation in the form of a purchase order, contract, or other commitment which is chargeable to an appropriation or other authorized fund source and for which a part of such fund source is reserved. It ceases to be an encumbrance when paid or canceled.

"New Program" is an agency that began providing victim services on or after June 30, 2001.

"Matching Funds" are the amount of funds, other than Commission funds, required to be spent in the program as a condition of the Commission award. Do not report above the required amount.

"Non-Capital Equipment" is equipment with a value of $1,000 - $4,999, and technology equipment $0- $4,999 with a useful life of 1 year or more.

"Capital Equipment" is equipment with a value of $5,000 or above. If the grantee policy defines capital equipment less than $5,000, then the grantee must use its own policy.

Budget Category Guidelines

Section A, ACJC Funds (Part I Financial Summary), requests information on the disbursement of ACJC Crime Victim Assistance funds only. (Arizona Administrative Code, Title 10, Chapter 4, Section R10-4-203)

a. Line #1 - Total Outlays Previously Reported

If this is the first reporting period, this line should be zero (0). In all subsequent reporting periods, this amount will equal line 3 of Section A on Page 1 of your prior Quarterly Financial Report.

a. Line #2 - Total Outlays This Period

This information is the sub-total of "Period Expenses" of the current Financial Detail form SUB TOTAL (page 2).

b. Line #3 - Total Outlays to Date

Add line 1 and line 2 and enter results.

c. Line #4 - Total Outstanding Obligations

This information is the sub-total of the Outstanding Obligations column of the current Financial Detail form (page 2).

d. Line #5 - Total Outlays and Unpaid Obligations

This amount equals your total ACJC award amount. The award amount is in paragraph 6 of your Grant Agreement.

e. Line #7 - Unobligated Funds

Subtract line 6 from line 5 and enter results.

Section B, Part I, requires the grantee to list the funds used as the match and requests information on the disbursement of "Matching Funds".

a. Line #1 - Total Outlays Previously Reported

If this is the first reporting period, this line should be zero (0). In all subsequent reporting periods (in a given fiscal year) this amount would equal line 3, Section B, Page 1 of the previous Quarterly Financial Report.

b. Line #2 - Total Outlays this Period

This information is the sub-total of Section Period Expenses" as reported on the current Financial Detail, Section B, SUB TOTAL (page 2).

c. Line #3 - Total Outlays to Date

Add line 1 and line 2 and enter results.

d. Line #4 - Total Other Funds Required

Enter the total amount of "Match" required to be used. The match amount is in paragraph 6 of your Grant Agreement.

e. Line #5 - Unobligated Funds

Subtract line "4" from line "3" and enter results.

Section A, ACJC Funds (Part II Financial Summary), requests an accounting of expenses and encumbrances within each budgetary category of ACJC funds.

a. Personnel

Charges for time worked by regular employees paid through your payroll system.

b. Employee Related Expenses

Charges for payment of the employers' portion of FICA, health and accident insurance, retirement, etc.

c. Professional/Outside Services

Charges for outside services for non-employees to provide services. Example: audit costs, contract labor, etc.

d. Travel

In-State- This category includes Airfare; Mileage-Private Vehicle; Motor Pool Charges; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous In-State Travel.

Out-of State- The out-of-state travel category includes Airfare; Car Rental; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous Out-of-State Travel.

e. Other Operating Expenses

Supplies, maintenance costs, operating leases, postage, etc. Only those operating expenses approved in paragraph 5 of your Grant Agreement are to be included.

f. Equipment

Cost associated with the purchase of equipment such as furniture, computers, etc. Enter the detailed information on equipment purchases in the box provided, check Non-Capital or Capital (see definition). **Do Not** charge lease costs of equipment to this line.

g. SUB-TOTAL - Period Expenses column

Add lines Personnel through Equipment and enter here.
Note**:** This figure will reflect actual ACJC funds spent this reporting period.

h. SUB-TOTAL -Outstanding Obligations column

Add lines Personnel through Equipment and enter here.
Note: This figure will reflect ACJC funds obligated (encumbered) for this reporting period.

Section B, ACJC Funds (Part II Financial Summary), requests an accounting of expenses within each budgetary category of "Matching Funds" (R10-4-203 of the Crime Victim Assistance Program Rules).

Note: Line definitions for Personnel through Equipment are the same as Section A, Part II on previous page.

i. SUB-TOTAL -

Add lines Personnel through Equipment and enter here. This figure will reflect actual "Matching Funds" spent this reporting period.

Appendix E
Computer Hardware and Software Guidelines

Computer Hardware

In contracting with any computer hardware vendor, ACJC requires that the following guidelines be applied to your selection process if grant funds are used to purchase:

- If the vendor is not a local company, please ensure they have a toll free 1-800 telephone support number for you to call in problems. Ensure that their support hours cover your regular business day at minimum.

- The vendor as part of their service should provide minimum 3 years parts and labor warranty.

- An ISO9000 and/or current ISO vendor certification will ensure that the vendor has high quality standards

- If you have PC hardware repair issues, ensure that the vendor has A+ certified technician on staff.

- Use the guidelines provided by the Government Information Technology Agency (GITA) from the State of Arizona. The guideline for Platform Architecture (P720) and Platform Infrastructure (S102) can be obtained from their website at www.gita.state.az.us in the category of Polices/Standards along with other helpful articles. Please note that in the GITA documents listed above, PC's are referred to as Clients.

- Purchase higher end PCs to avoid having obsolete machines prior to 3 years.

- Assume your PCs as well as other computer equipment has only a 3-year life cycle at best.

- The vendor should provide you with their own Internet Website to obtain information and product support.

- The Vendor should be able to provide a 4-hour response time to emergency repair issues if there is an existing maintenance/support contract.

- Whenever possible, work with vendors who have been in continuous business for at least 5-years and are showing a profit.

In contracting with any computer software vendor, ACJC requires that the following guidelines be applied to your selection process if grant funds are used to purchase:

- The Vendor should have Microsoft Certified Systems Engineers (MCSE), Product Specialists (MCPS), or Certified Novell Administrators (C.N.A.), or certified UNIX Administrators to answer operating system, software products, and network questions.

- If the vendor is not a local company, please ensure they have a toll free 1-800 telephone support number for you to call in problems. Ensure that their support hours cover your regular business day at minimum.

- An ISO9000 and/or current ISO vendor certification will ensure that the vendor has high quality standards

- The vendor should provide you with their own Internet Website to obtain information and product support.

- The Vendor should be able to provide a 4-hour response time to emergency software issues if there is an existing maintenance/support contract.

- Whenever possible, work with vendors who have been in continuous business for at least 5-years and are showing a profit.

- Whenever possible, contract with vendor to obtain the source code for any custom software in case the vendor declares bankruptcy or becomes in any way insolvent.

- Make sure that any vendor provides you with the hardcopy documentation as well as all proper licensing.

Appendix F
Accounting System and Financial Capability Questionnaire

SAMPLE

ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

1. If your agency or organization publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy, complete the following items:

1. When was the agency/organization founded/incorporated (month,day,year)	b. Principal Officers Titles
c. Employer Identification Number	
d. Number of Employees Full Time: Part Time:	

ACCOUNTING SYSTEM INFORMATION

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?
   ? Yes ? No

a. If yes, provide name and address of Agency performing review:
b. Attach a copy of the latest review and any subsequent Correspondence, clearance documents, etc.

2. Which of the following best describes the accounting system>	? Manual ? Automatic ? Combination
3. Does the agency/organization use a double-entry system in accounting for program funds?	? Yes ? No ? Not Sure
4. Does the accounting system identify the receipt and expenditures of program funds separately for each grant?	? Yes ? No ? Not Sure
5. Does the accounting system provide for the recording of expenditures for each grant by component project and budget cost categories shown in the approved budget?	? Yes ? No ? Not Sure
6. Are time distribution records maintained for an employee when his/her effort can be specifically identifies to particular cost objective?	? Yes ? No ? Not Sure
7. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses?	? Yes ? No ? Not Sure

8. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?	? Yes ? No ? Not Sure
b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?	? Yes ? No ? Not Sure
9. Is the agency/organization familiar with the existing regulations and guidelines pertaining to the cost principles and procedures for determination and allowance of costs in connection with Federal grants?	? Yes ? No ? Not Sure

FUND CONTROL	
1. Is a separate bank account maintained for grant funds?	? Yes ? No ? Not Sure
2. If a grant funds are commingled with agency/organizations funds, can the grant funds and related costs and expenses be readily identified?	? Yes ? No ? Not Sure
3. Are the officials of the agency/organization bonded?	? Yes ? No ? Not Sure
FINANCIAL STATEMENTS	
1. Did an independent certified public accountant (CFA) ever examine the financial statements?	? Yes ? No ? Not Sure
2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued	? Enclosed ? Not Any
3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:	
4. If an independent CPA has never examined your financial statements, please develop and provide this office with a copy of the following financial statements: a. A detailed "Balance Sheet" for the most current and previous year; and b. A detailed "Income Statement" for the most current and previous year.	
ADDITIONAL INFORMATION	
1. Use this space for any additional information (indicate section and item number if a continuation).	
APPLICANT CERTIFICATION	
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE.	
Signature	Agency/Organization Name, Address and Telephone Number
Title	
CPA CERTIFICATION	
The purpose of the CPA certification is to assure the Commission that the recipient can establish fiscal controls and accounting procedures which assure that grant funds available for the conduct of the grant programs and projects are disbursed and accounted for properly.	
Signature	Agency/Organization/Firm Name, Address and Telephone Number
Title	

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.)

Public User – Identifying Excluded Entities

1. What Are Exclusions?

Exclusion records identify those parties excluded from receiving federal contracts, certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits. These are also commonly known as "suspensions" and "debarments".

2. I'm used to searching the Excluded Parties List System (EPLS). With the move to SAM, what changes do I need to know about?

All the information that was in EPLS was moved to SAM, but here are some changes you will see:

- SAM no longer uses Cause and Treatment (CT) codes. These codes have been mapped to four Exclusion Types: Ineligible (Proceedings Pending), Ineligible (Proceedings Completed), Prohibition/Restriction, and Voluntary Exclusion. The Exclusion Type shown specifies why an entity is on the excluded parties list and communicates the associated ramifications (e.g., whether I can award a contract to this entity, etc.). Any record that was previously entered in EPLS with a CT code will display that code on the screen as historical data, but future records in SAM will have no CT codes. If you would like to see a list of CT codes and how they were mapped, please go to www.sam.gov, select Help from the top navigation bar, and select "Exclusions Information" and then "Exclusion Types" in the left navigation panel.
- Exclusions are categorized into four Classification Types: Firm, Individual, Vessel, and Special Entity Designation. The last category is a miscellaneous category for any organization that cannot be considered a Firm, Individual, or Vessel, but still needs to be excluded. For example, the "Terrorists Against the USA" organization does not fit into any of the previous categories and would be considered a Special Entity Designation.

3. How do I search for an exclusion?

Use the following steps to see if an entity is subject to any active exclusions (e.g., suspensions, debarments) imposed by a federal agency:

- Go to http://sam.gov
- On the Home Page or the Search Records tab, type the Entity's name, DUNS number, or CAGE code in the search bar and click on the Search icon. (IMPORTANT NOTE: Individuals are not assigned DUNS numbers. If you are checking for an exclusion for an individual, search by typing in the name.)
- If no exclusion record is found for the entity, the entity does not have an active exclusion submitted in SAM by a federal agency.

- If an exclusion record is found, it will display in a box marked "Exclusion" in purple; check the status in the top-right corner of the box. If the status indicates "Active", there is an active exclusion for that entity.

Here's an example. Note that the search result with the green box marked "Entity" is an Entity Management search result. The result with the purple box marked "Exclusion" is a Performance Information (Exclusion) search result:

Remember, just as it was in EPLS, there are some searches that require additional information and exact matches to prevent phishing for information. For example, if you want to search by an SSN or TIN, you are also required to provide the first and last name of the entity. Both sets of information must match the record exactly in order for a result to be displayed.

4. EPLS only showed exclusion information, but SAM has other entity information. What if I just want to see the exclusion information for that entity?

After you conduct a search and the results are displayed on the page, you will see filters on the left hand side of the screen. One says "Entity Information" and one says "Performance Information". If you click on "Performance Information," the information on the screen will show only exclusion information. You can further filter by "Active" or "Inactive" exclusion status.

5. Why do searches on individuals not display the street address and I am presented with a "Verify Address" button?

Due to privacy concerns, SAM does not display individuals' addresses in the public search (just like EPLS). SAM does provide the "verify address" button so that you can still verify that the individual's name you're seeing on screen is the same individual you may be considering. In these cases, the system allows you to enter the street address information for the given individual displayed on the screen. By clicking on "Verify

Address", you will be given a "Verified" message if there is a match or a "No Match" response if there is not.

6. How can I search by multiple names?

SAM allows you to search by particular fields of information using the filters on the left side of the screen. The following is an example, showing how to search by first and last name:

1. Go to SAM.gov
2. From the Home Page or the Search Records tab, click on the search icon to bring up all records
3. Click on the Performance Information check box in the Filter panel on the left side of the screen
4. Click on Entity Information
5. Click on Individual Name
6. Click on First Name and enter the entity's first name in the box provided
7. Click on the plus symbol and enter another first name in the box provided
8. Click on Last Name and enter the entity's last name in the box provided
9. Click on the plus symbol and enter another last name in the box provided
10. Click on Apply Filters

Based on these filters, SAM will search performance information records for match on any combination of the search terms you entered; so, if you entered the first names Donna and Leroy and the last names Smith and Johnson, you may get listings for "Donna Smith", "Donna N Smith", "Donna Johnson", "Leroy Johnson", "Leroy Smith", Leroy R Smith", etc.

7. How can I search by Social Security Number (SSN) or Tax Identification Number (TIN)?

Remember, just like the old EPLS system, there are some searches that require additional information and exact matches to prevent phishing for information. For example, if you want to search by an SSN or TIN, you are also required to provide the first and last name of the entity as well. Both sets of information must match the record exactly in order for a result to be displayed.

The following is an example, showing how to search by SSN:

1. Go to SAM.gov
2. Click on Search Records
3. Click on the search icon to bring up all records

4. Click on the Performance Information check box in the Filter panel on the left side of the screen
5. Click on Entity Information
6. Click on Individual Name
7. Click on First Name and enter the entity's first name in the box provided
8. Click on Last Name and enter the entity's last name in the box provided
9. Click on SSN and enter the entity's social security number in the box provided
10. Click on Apply Filters

8. In EPLS I used to be able to get a listing of all Active exclusion actions by using the "Browse All" feature and then exporting the results. Does SAM have this functionality, and if so, where can I find it?

SAM does have this functionality available via an extract, updated every day, which can be found in the Data Access tab in the list of Public Extracts.

9. I used to query EPLS through the search web service at http://www.epls.gov/epls/services/EPLSSearchWebService. Where do I get information about that web service now?

The EPLS Search web service is now available on SAM.gov. It is in the same format as it was in EPLS. The following is access and description information:

URL: https://gw.sam.gov/epls/services/EPLSSearchWebService

WSDL Location: https://gw.sam.gov/EPLS/EPLSSearchWebService.wsdl

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.

OJP TOPICS

- American Indian & Alaska Native Affairs
- Civil Rights
- Corrections
- Courts
- Faith Based & Neighborhood Partnerships
- Juvenile Justice
- Law Enforcement
- Research, Statistics & Evaluation
- Substance Abuse & Crime
- Technology to Fight Crime
- Victims of Crime

Equal Treatment for Faith-Based Organizations

Due to recent regulatory changes, updated guidance is being developed and will appear here shortly

OCR Highlights

- Latest News
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Civil Rights

- Filing a Complaint
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- Advisory on Recipients' Use of Arrest and Conviction Records
- Limited English Proficient (LEP)
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- Equal Employment Opportunity Plans
- Resources
  - Sample Documentation
- Twelve-Step Recovery Programs
- Español
- 中文版
- Phiên bản Việt
- Language Access **(Acceso al Idioma; 語言扶助; Tiếp Cận Ngôn Ngữ)**

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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,[1] which prohibits discrimination in employment based on race, national origin, and other protected classes.[2] 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,[3] 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.[4]

Consistent with the *EEOC Enforcement Guidance* and the Attorney General's commitment to remove barriers to prisoner reentry,[5] grant-making offices of the U.S. Department of Justice (DOJ or Department)[6] 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,[7] 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.[8] In interpreting these DOJ program statutes as they apply to employment discrimination, the Justice Department relies on Title VII standards.[9] 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.[10]

Recipients should consult their legal counsel and the *EEOC Enforcement Guidance* for assistance in making employment decisions based on arrest and conviction records.[11] 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.[12]

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.[13] Disparate-treatment discrimination occurs when an employer intentionally treats an individual differently based on race, national origin, or another protected class.[14] 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."[15]

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.[16] 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*.[17] 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[18] *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."[19]

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.[20] The EEOC, the DOJ, and other federal agencies jointly issued the Uniform Guidelines to help employers comply with federal law when making employment decisions.[21] 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.[22] The *EEOC Enforcement Guidance* cautions, however, that at the present moment, social studies that provide a framework for validating employment exclusions are rare.[23]

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.[24] 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.[25] 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.[26]

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."[27]

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."[28]

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.[29] 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.[30]

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.[31] Moreover, as the *EEOC Enforcement Guidance* notes, there is significant evidence showing that arrest records may be incomplete or inaccurate.[32] 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.[33]

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).[34] The Safe Streets Act not only prohibits recipients from engaging in unlawful employment discrimination, but it also requires many recipients to produce an EEOP.[35] 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.[36] 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.[37] 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.[38]

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."[39]

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."[40]

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.

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[1] 42 U.S.C. § 2000e (2006).

[2] 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 [hereinafter EEOC ENFORCEMENT GUIDANCE].

[3] *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.

[4] 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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[5] 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); s*ee 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.").

[6] 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.

[7] 42 U.S.C. § 2000e(b).

[8] 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).

[9] 28 C.F.R. § 42.203(c) (2012).

[10] 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); s*ee 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).

[11] *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; 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.

[12] 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.

[13] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 6.

[14] *Id.* at 6-9.

[15] 42 U.S.C. § 2000e-2(k)(1)(A)(i); *see also* EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 9 & n.63.

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[16] 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.

[17] *Id.* at 14 & n.111; *see* Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. §§ 1607.1-.18 [hereinafter Uniform Guidelines].

[18] 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)).

[19] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 14.

[20] 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)).

[21] 28 C.F.R. § 50.14(1)(B).

[22] 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; *see also* 28 C.F.R. § 50.14(5)(B); 29 C.F.R § 1607.16.

[23] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 15.

[24] *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.").

[25] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 14.

[26] *Id.*

[27] *Id.*

[28] *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 Albemarle Paper Co. v. Moody, 422 U.S. 405, 425 (1975)).

[29] 18 U.S.C. § 922(g)(9).

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[30] *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.

[31] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 12.

[32] *Id.* at 6, 12.

[33] *Id.* at 13.

[34] *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).

[35] 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).

[36] §§ 42.304(a), (f), (g).

[37] § 42.304(f)(1); §42.306(b).

[38] 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.

[39] § 42.306(a).

[40] § 42.306(b).

	ARIZONA CRIMINAL JUSTICE COMMISSION Policy and Procedure	
	Subject Procedures for Responding to Discrimination Complaints from Employees and Clients, Customers, Program Participants, or Consumers of ACJC Subrecipients Under U.S. Department of Justice Grant Programs	Policy Number **CJC- 305** Effective Date **2/1/13**
Supersedes: 11/1/11		

INTRODUCTION

This policy establishes the procedures for ACJC employees to follow when they receive a complaint alleging discrimination from employees or clients, customers, program participants or consumers of an ACJC subrecipient implementing funding from the U.S. Department of Justice (USDOJ).

POLICY AND PROCEDURES

ACJC adheres to the policy that all individuals have the right to participate in programs and activities operated by ACJC and ACJC subrecipients regardless of race, color, national origin, sex, religion, disability, and age. To that end, ACJC will ensure that ACJC and its USDOJ-funded subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;

- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;

- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;

- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and

- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.

- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

These laws prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

Definitions:

1. Complaint coordinator – person designated by ACJC to ensure that received complaints are acted upon in a timely manner.

2. Discrimination – unfair treatment of one person or group, usually because of prejudice about race, ethnicity, age, religion, disability or gender.

3. Retaliation – the act of harassing, threatening, demoting, firing or otherwise negatively targeting a complainant as a direct result of the discrimination complaint.

Complaint Procedures:

An employee or client, customer, program participant, or consumer of ACJC subrecipient implementing funding from the USDOJ may submit a complaint of discrimination regarding the subrecipient to the ACJC. The complaint must be in writing and sent to the Executive Director. The complaint must contain the following information:

1. Name of complainant
2. Contact information for complainant
3. Name of entity against whom the complaint is about
4. Contact information for entity, including name of person to contact (if possible)

5. Type of complaint (race, COLOR, NATIONAL ORIGIN, age, religion, disability or gender)
6. Date(s) of discrimination for complaint
7. Description of discrimination (what happened) to cause need for complaint

Processing Complaint Procedures

1. The Executive Director shall designate the Human Resources Manager as the complaint coordinator.
2. If an employee or client, customer, program participant, or consumer of ACJC subreciprient contacts an ACJC employee and wishes to file a complaint of discrimination against an ACJC subrecipient, the ACJC employee shall instruct the complainant to submit the complaint in writing in accordance with the procedures discussed above.
3. The Executive Director shall route the complaint to the complaint coordinator.
4. The complaint coordinator shall provide written acknowledgement of the complaint to the complainant with an explanation of the ACJC process and that the complainant shall be kept informed throughout the investigation**.**
5. If the complainant is a client, customer, program participant or consumer of subrecipient, the complaint coordinator shall review the complaint and forward it to the appropriate program team for further review
6. The program team shall conduct a more extensive review of the complaint which may include contacting the complainant for more details as well as the entity about whom the complaint was filed. The program team may include the ACJC representative from the Arizona Office of the Attorney General. ACJC shall determine if the complaint is valid and if so, the complaint shall be referred to Arizona Office of the Attorney General for investigation. If the Arizona Office of the Attorney General is either the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the Office for Civil Rights, Office of Justice Programs, DOJ.
7. If the complainant is an employee of an ACJC subrecipient, the complaint coordinator shall review the complaint and may refer the employment discrimination complaints against a subrecipient to the U.S. Equal Employment Opportunity Commission (EEOC) or the Arizona Office of the Attorney General, Office for Civil Rights, the local fair employment practices agency or human rights commission or the Office for Civil Rights (OCR), Office of Justice Programs, (OJP), DOJ. If the Arizona Office of the Attorney General is either the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the EEOC or the OCR.
8. ACJC shall notify OCR in writing of the complaint:
   a. Name of complainant
   b. Entity named in the complaint
   c. Description of the complaint of discrimination
   d. Steps being undertaken to investigate and resolve complaint

9. ACJC shall notify the complainant that he/she may file a complaint directly with the OCR at the following address: Office for Civil Rights; Office of Justice Programs; U.S. Department of Justice; 810 Seventh Street NW; Washington, DC 20531.

Notification Procedures

The Arizona Criminal Justice Commission will post these procedures on the ACJC policies and regulations bulletin board and on the ACJC web site to notify ACJC employees and ACJC subrecipients of the appropriate procedures for processing complaints of discrimination from employees or clients, customers, program participants, or consumers of ACJC subrecipients implementing funding from the USDOJ.

Monitoring Subrecipients' Response Procedures

As part of a grant program review, staff will review the subrecipient's procedures for responding to discrimination complaints that employees and clients, customers, program participants or consumers of the subrecipient have filed directly with the subrecipient. If the procedures do not exist or are found to need improvement, the report to the subrecipient will note the findings. At a minimum, the subrecipient's response should include:

1. Acknowledge complaint receipt to complainant in writing
2. Indicate which external agency will be forwarded the complaint for investigation (ACJC, OCR, AZ AG, EEOC or local or state human rights commission)
3. Timeframe by which to forward complaint
4. Notify ACJC of any discrimination complaint not referred to the ACJC for investigation

Notify complainant that a complaint of discrimination may be filed directly with ACJC, EEOC or OCR and where to locate those procedures.

Training

ACJC will provide periodic training for all employees regarding the discrimination complaint procedures. The procedures will be placed in the ACJC Policy and Procedure Manual for access by all ACJC employees.

1. The initial complaint procedures will be disseminated to all ACJC employees and each employee will acknowledge receipt by initialing the accompanying coversheet.
2. All subsequent updates to these procedures will be reviewed by employees in the same manner as the initial procedures.
3. The updated procedures will replace outdated policies and procedures in the manual, on the ACJC web site, and the ACJC policies and regulations bulletin board.

ACJC will facilitate civil rights requirements training for subrecipients. Such training may be arranged:

1. In conjunction with grant management training;

2. Online through the ACJC website;
3. At the request of the subrecipient; or
4. As a result of a grant program review.

National Information Exchange Model Conformance Specification

Version 3.0

August 15, 2014

NIEM Technical Architecture Committee (NTAC)

Contents

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Abstract

This document specifies general conformance guidance, principles, and rules for the National Information Exchange Model (NIEM) version 3.0.

Status

This document is the specification for general NIEM conformance. It represents the collaborative work of the NIEM Business Architecture Committee (NBAC) and the NIEM Technical Architecture Committee (NTAC) and their predecessors.

This document is a product of the NIEM Program Management Office (PMO).

Send comments on this specification via email to `niem-comments@lists.gatech.edu`.

1. Purpose

This is a high-level document that introduces NIEM conformance and provides a general normative definition for its meaning, how it applies, to what it applies, as well as to what it

does not apply. This document describes the benefits of conformance, and refers to sources of information, tools, and help. See these references to learn more about NIEM conformance and how to apply NIEM conformance in practice.

Use this document to understand the general nature of NIEM conformance and to identify the key specifications that define the details of NIEM conformance for users and developers.

2. Definition of NIEM conformance

Conformance to NIEM is defined in terms of artifacts, NOT implementations, databases, systems, or tools. NIEM defines various ·conformance targets· as the classes of artifacts to which sets of normative rules apply. This document will only address these concepts at a basic level. Refer to **[NIEM NDR 3.0]**, **[NIEM Conformance Targets Attribute Specification 3.0]**, and **[NIEM MPD Specification 3.0]** for more details on conformance targets.

> **[Definition: conformance target]**
>
> A class of artifact, such as an interface, protocol, document, platform, process or service that is the subject of conformance clauses and normative statements. There may be several conformance targets defined within a specification, and these targets may be diverse so as to reflect different aspects of a specification. For example, a protocol message and a protocol engine may be different conformance targets.

In general, the three most basic NIEM conformance targets are:

- **Conformant instance XML document** - An XML document that is an instance of a conformant schema document set and MUST conform to all applicable rules in the NIEM Naming and Design Rules **[NIEM NDR 3.0]**.
- **Conformant schema document set** - A collection of XML Schema documents that together are capable of validating a conformant instance XML document. A conformant schema document set MUST conform to all applicable rules in the NIEM Naming and Design Rules **[NIEM NDR 3.0]**.
- **Conformant Model Package Description** (MPD) - A ZIP file that contains a schema document set that conforms to the rules specified in the NIEM Model Package Description Specification **[NIEM MPD Specification 3.0]** that apply to its MPD class. **[NIEM MPD Specification 3.0]** specifies two MPD classes: (1) an MPD (the general class), and (2) Information Exchange Package Documentation (IEPD). An IEPD is also an MPD. In the future, other MPD classes will be formalized and specified. These will include: NIEM release, domain update, Core update, and Enterprise Information Exchange Model (EIEM).

NIEM does not define information exchange *implementation* conformance. In general, an implementation that deploys NIEM-conformant instance XML documents on a transmission medium is considered a NIEM information exchange. However, an implementation may apply encryption, compression, Efficient XML Interchange (EXI) encoding **[W3-EXI]**, or other security and/or efficiency techniques to an NIEM instance XML document as required; and it will still represent a NIEM information exchange. Furthermore, NIEM is considered a payload layer, and as such, a NIEM-conformant instance XML document may be contained within a standard envelope (such as SOAP, LEXS, etc.) or other XML-based standards. In describing an implementation that employs NIEM, an author should be as descriptive as is necessary to convey clear understanding of how NIEM is used.

Reference schema document sets (i.e., NIEM releases, domain updates, and core updates) are subject to rigorous quality and conformance testing to ensure they are NIEM-conformant. However, IEPDs are not under the NIEM PMO control and are not subject to a formal certification process (at this time). Therefore, it is important for NIEM users and developers to understand and make a concerted effort to ensure IEPDs they produce conform to the **[NIEM MPD Specification 3.0]**.

In general, NIEM specifies that an IEPD conforms to NIEM under the following conditions:

1. Each XML schema document within the IEPD adheres to all rules in the **[NIEM NDR 3.0]** for this schema's ·conformance target· class (e.g., reference schema document, extension schema document, external schema document, etc.).
2. Each sample instance XML document within the IEPD validates to a NIEM-conformant schema document set in the IEPD, and adheres to all rules in the NIEM NDR for instance XML documents.
3. The IEPD itself adheres to the NIEM MPD Specification (including required files, packaging, metadata, etc.).
4. If an existing NIEM component matches the business semantics required by the IEPD, then that component is used by the IEPD, either directly or as the basis for derived components. That is, the IEPD does not unnecessarily duplicate NIEM components.
5. Each NIEM schema component used by the IEPD, either directly or as the basis for derived components, is used in a manner consistent with the component's structural definition and business semantics. That is, the IEPD preserves semantic and structural consistency.

There are subjective factors in applying these rules that require diligent consideration by the organization that develops an IEPD. It is important that decisions about semantics be made (or reviewed) by business subject-matter-experts (SMEs) who have thorough knowledge of the information exchange requirements, its business processes, and the domain for which it is being built.

For more detailed rules regarding IEPD conformance refer to **[NIEM NDR 3.0]** and **[NIEM MPD Specification 3.0]**.

3. NIEM does not define *compliance*

NIEM does NOT define *compliance*. This term implies enforcement and the existence of an official certification process that verifies conformance or level of conformance. Though it is envisioned for NIEM in the future, a formal certification process does not yet exist. Therefore, compliance to NIEM is currently undefined and has no meaning.

Early in the development of NIEM (and its predecessor), governance committees discussed the language to be used in solicitations (such grants, RFPs, etc.) that require use of NIEM. They considered both terms, and concluded that the term *compliance* does not convey appropriate intent; it is too regulatory (for example, U.S. citizens and residents must comply with the U.S. tax code). The objectives of NIEM are to develop information exchange standards that users desire, but are not forced, to use. Furthermore, the purpose of both programs is to facilitate and support interoperability, NOT to force or regulate it.

Thus, the appropriate assertion is: Contract or grant awardees comply with contract or grant language, and that language requires IEPDs (and other MPDs), and their associated XML schema document sets and instance XML documents to *conform* to NIEM. (See **[NIEM Implementation Guidance]** which also outlines the general conformance rules.)

4. NIEM-aware or -supporting vs. NIEM-conformant

Systems, tools, and databases DO NOT and CANNOT conform to NIEM. Only XML schema documents and document sets, instance XML documents, and MPDs can conform to NIEM. For any other entity or artifact, NIEM conformance is undefined. Internal names, or usage of data, within a given system, tool, or database have absolutely no impact on the determination of NIEM conformance. Conformance is only about:

- XML schema document sets that conform to the **[NIEM NDR 3.0]**.
- Payload data encapsulated in instance XML documents that conform to the **[NIEM NDR 3.0]** and validate to a given NIEM schema document set.
- The metadata, documentation, ·conformance targets·, structure, and packaging of schema document sets in NIEM MPDs as defined in the **[NIEM MPD Specification 3.0]**, which addresses MPDs in general and more specifically IEPDs (In the future, other NIEM specifications will define the rules for releases, domain updates, core updates, and EIEMs.).

An XML schema document that copies, maps to, or uses the data component names of NIEM XML document schemas or the data components they contain without importing corresponding NIEM target namespaces does not conform to NIEM. Conforming to NIEM requires that an XML schema document reuse NIEM by importing through `xs:import` the target namespaces of NIEM reference schema documents or schema subset documents of NIEM reference schema documents.

A tool, system, or database may have capabilities designed to specifically support the development of NIEM-conformant IEPDs, or that may be part of a development environment that specifically supports the implementation of NIEM-conformant IEPDs, or that may be used to test or verify NIEM-conformance, etc. Also, a system may provide the capability to generate, send and receive, and/or process NIEM-conformant information exchanges. Such tools or systems are NOT considered NIEM-conformant, however, because they support conformance, they may be considered NIEM-aware or NIEM-supporting.

NIEM allows various extension methods to design and build additional XML data components that are not otherwise defined in NIEM. Tools that assist in the creation of such extensions may also be referred to as NIEM-aware or -supporting. However, implementers should be careful to avoid violating general conformance rules regarding duplication and consistency outlined above in Section 2, *Definition of NIEM conformance*, above.

5. Information sources for NIEM conformance

NIEM conformance means adherence to the following specifications:

- *NIEM Naming and Design Rules (NDR) 3.0* - The current normative reference for XML schema document set and instance XML document conformance to NIEM **[NIEM NDR 3.0]**.
- *NIEM Conformance Target Attribute Specification (CTAS) 3.0* - The current normative reference that specifies an XML attribute that may occur within XML documents to establish a claim that the document conforms to a set of conformance targets **[NIEM Conformance Targets Attribute Specification 3.0]**.
- *NIEM Model Package Description Specification 3.0* - The current normative reference for NIEM IEPDs and other MPD classes of schema document sets **[NIEM MPD Specification 3.0]**.
- *W3C XML Schema* - The normative reference for the XML Schema Definition Language **[W3C XML Schema]** used by NIEM.

Other useful non-normative documents and Web pages:

- *NIEM User Guide volume 1* - A guide to the use of NIEM for designing and developing IEPDs (older reference but still contains good information about the IEPDs and the process for building them).**[NIEM-UG]**.
- *NIEM Implementation Guide* - A Web page that describes NIEM conformance language for solicitations, contracts, and grants **[NIEM Implementation Guidance]**.

6. Benefits of IEPDs that conform to NIEM

There are several advantages to developing NIEM-conformant IEPDs, including:

- Semantic and structural consistency.
- A higher degree of data interoperability.
- Can be reused as-is or adapted in whole or part.
- Easy to work with because reference schema documents (and subset schemas derived from them) use a profile of **[W3C XML Schema]**, thus the number of acceptable XML Schema Definition (XSD) mechanisms in use is constrained.
- NIEM IEPDs can be built, modified, and reused with NIEM-aware reference tools **[NIEM-Tools]**, and with other existing and future tools **[NIEM-Tools-Catalog]** that follow the NIEM High-Level Tool Architecture **[NIEM-HLTA]**.
- Can be registered, stored, published, and shared in a repository.
- IEPDs can be extended when NIEM does not satisfy a data requirement.
- IEPDs can employ other XML standards natively through the NIEM adapter mechanism (See **[NIEM NDR 3.0]**).
- Can use the OMG NIEM-UML profile **[NIEM-UML]** with a UML modeling tool.
- Migration support exists if or when a NIEM IEPD must be updated to a later release version of NIEM **[NIEM-Tools]**.
- IEPD extension schemas can be mined and reviewed by governance bodies for potential additions to future NIEM releases (Core and domains). This is a simple way to identify and suggest new or modified common requirements for NIEM. (See **[NIEM-HLVA]**)
- NIEM PMO continues to encourage open and commercial tool support for NIEM IEPDs.

7. Suggestions to IEPD developers

Obviously, being as knowledgeable as possible with XML, NIEM, and its documentation is important. To help increase understanding of and skill in building NIEM-conformant IEPDs, developers are also encouraged to:

- Use NIEM-aware on-line reference tools **[NIEM-Tools]** provided by the NIEM PMO.
- Use NIEM-aware tools identified in the **[NIEM-Tools-Catalog]** and that follow the NIEM High-Level Tool Architecture **[NIEM-HLTA]**.
- Use (or reuse) methods and patterns from other NIEM-conformant schemas (e.g., use existing NIEM-conformant schema documents as templates).
- Adhere to the current **[NIEM NDR 3.0]** and **[NIEM MPD Specification 3.0]** Specification.
- Attend formal NIEM training; or complete NIEM on-line training **[NIEM-Training]**).
- Follow guidelines presented in formal NIEM training, in on-line training, and in the NIEM User Guide Volume 1 **[NIEM-UG]**.

Appendix A. References

[ISO-11179]: *ISO/IEC STANDARD 11179: Information Technology - Metadata registries (MDR)*, an ISO/IEC multipart standard. NIEM uses these parts: "Part 4 - Formulation of data definition (2004)", "Part 5 - Naming and identification principles (2005)". Available from `http://metadata-standards.org/11179/`

[ISO-Schematron]: *ISO/IEC STANDARD 19757-3: Information technology: Document Schema Definition Languages (DSDL) Part 3: Rule-based validation: Schematron.* (1 Jun 2006). ISO/IEC. Retrieved from `http://standards.iso.org/ittf/PubliclyAvailableStandards/c040833_ISO_IEC_19757-3_2006(E).zip`

[NIEM Conformance Targets Attribute Specification 3.0]: *NIEM Conformance Targets Attribute Specification, Version 3.0*, NIEM Technical Architecture Committee (NTAC), 31 July 2014. Available from `http://reference.niem.gov/niem/specification/conformance-targets-attribute/3.0/`

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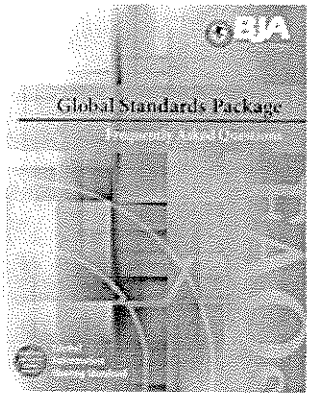
Global Standards Package Grant Condition



GSP Frequently Asked Questions Guide

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. 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.

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

FINAL PROGRAM GUIDELINES

VICTIMS OF CRIME ACT FY 1997 VICTIM COMPENSATION PROGRAM

(PUBLISHED IN THE FEDERAL REGISTER OF FEBRUARY 14, 1997)

DEPARTMENT OF JUSTICE

Office of Justice Programs

Victims of Crime Act Victim Compensation Grant Program

AGENCY: Office of Justice Programs, Office for Victims of Crime, Justice.

ACTION: Final Program Guidelines.

SUMMARY: The Office for Victims of Crime (OVC), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is publishing Final Program Guidelines to implement the victim compensation grant program as authorized by the Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601, et seq. (hereafter referred to as VOCA).

EFFECTIVE DATE: From October 1, 1996 (Federal Fiscal Year 1997 VOCA grant program), until further revised by OVC.

FOR FURTHER INFORMATION CONTACT: Carol R. Watkins, Director, State Compensation and Assistance Division, 810 7th Street N.W., Washington, D.C. 20531; telephone number (202) 307-5983. (This is not a toll-free number).

SUPPLEMENTARY INFORMATION: VOCA provides federal financial assistance to states for the purpose of compensating and assisting victims of crime, providing funds for training and technical assistance, and assisting victims of federal crimes.

These Final Program Guidelines provide information on the administration and implementation of the VOCA victim compensation grant program as authorized in Section 1403 of VOCA, Public Law 98-473, as amended, codified at 42 U.S.C. 10602 and 10603b, and contain the following information: Summary of the Comments on the Proposed Program Guidelines; Background; Funding Allocation and Application Process; Program Requirements; Financial Requirements; Monitoring; and Suspension and Termination of Funding. These Final Program Guidelines are based on the experience gained and legal opinions rendered since the inception of the grant program in 1986, and are in accordance with VOCA. These Final Program Guidelines are all inclusive. Thus, they supersede any Guidelines previously issued by OVC.

The Office of Justice Programs, Office for Victims of Crime, in conjunction with the Office of Policy Development, DOJ, and the Office of Information and Regulatory Affairs, the Office of Management and Budget (OMB), has determined that this rule is not a "significant regulatory action" for purposes of Executive Order 12866 and, accordingly, these Final Program Guidelines were not reviewed by OMB.

In addition, it has been determined that these Final Program Guidelines will not have a significant economic impact on a substantial number of small entities; therefore, an analysis of the impact of these Guidelines on such entities is not required by the Regulatory Flexibility Act, 5 U.S.C. 601, et seq.

The program reporting requirements described in the Program Requirements section have been approved by the OMB as required under the Paperwork Reduction Act, 44 U.S.C. 3504(h). (OMB Approval Number 1121-0014.)

SUMMARY OF THE REVISIONS TO THE 1997 PROPOSED PROGRAM GUIDELINES

Proposed VOCA Victim Compensation Program Guidelines were distributed to interested individuals and organizations for the purpose of soliciting comments. In September, 1996, OVC asked the state VOCA victim compensation program administrators attending the annual conference of the National Association of Crime Victim Compensation Boards (NACVCB) for their comments. In September, OVC also mailed copies of the Proposed Guidelines to all of the state VOCA victim compensation and assistance program administrators, as well as to the executive directors of national victim organizations.

OVC received comments from state VOCA victim compensation and assistance administrators, representatives of national victim organizations, and one state legislator. In total, over 18 different recommendations, questions, and comments were received.

As a result of the comments from the field, recent legislative amendments, and modifications of applicable federal regulations, substantive changes were made to four sections of the Proposed Program Guidelines, including: the Availability of Funds, the Application Process, the Program Requirements, and the Financial Requirements. These changes are summarized in the paragraphs below, and incorporated into the complete text of the Final Program Guidelines for Crime Victim Compensation Grants. The Final Program Guidelines also include several technical corrections that are not listed in this summary because they do not affect policy or implementation of the Guidelines.

I. Comments from the Field

A. Administrative Cost Provision.

1. Indirect Cost. Some respondents questioned OVC's prohibiting the use of these funds for indirect cost and noted that this was inconsistent with rules governing other OJP formula grant programs. Thus, this restriction has been eliminated from the "Availability of Funds" section of the Final Program Guidelines.

2. Delivery and Quality of Services. Respondents also noted that VOCA compensation programs, like VOCA assistance programs need to measure the impact of their activities on the delivery and quality of services to crime victims throughout their state. Thus, the following activities can now be supported by VOCA victim

compensation administrative funds:

a. Improving coordination efforts on behalf of crime victims with other OJP Offices and Bureaus and with federal, state, and local agencies and organizations;

b. Providing training on crime victim compensation program issues such as application and eligibility requirements and range of compensable expenses, to state, public, and nonprofit organizations that serve or assist crime victims such as law enforcement officials, victim witness coordinators, corrections personnel, social service workers, victim service providers, and mental health and medical professionals;

c. Purchasing, printing, and/or developing applications, brochures and other relevant publications such as training manuals which describe the compensation application process, eligibility criteria, and range of benefits, available for crime victims; and

d. Developing protocols, policies, and procedures that promote coordination of victim compensation and victim assistance services and improve the ways crime victims are treated and served;

B. Victim Cooperation with Law Enforcement. OVC received numerous inquires concerning the VOCA provision which requires, as a condition of eligibility, that a program promote victim cooperation with the reasonable requests of law enforcement.

Many victims of crime cannot qualify for compensation because they have not complied with reporting and cooperating requirements found in most state statutes. There are many reasons for this, including fear of reprisal, a belief by the victim that the police are insensitive, ineffective, or biased, and other reasons. Historically, the most under reported crimes were rape, sexual assault, and domestic violence. Moreover, when many of these victims do report, they frequently miss the 72-hour reporting requirement used as a condition of eligibility in most state compensation programs.

In light of these facts, and in response to comments from VOCA program administrators and other crime victim advocates, OVC has modified the Final Program Guidelines. Although state crime victim compensation programs maintain the authority and discretion to establish their own standards for "reasonable cooperation," OVC encourages state

compensation program staff to meet with victims and victim service providers to carefully review whether state statutes, program guidelines, and policies are responsive to the needs of crime victims and to determine possible barriers that might impede a victim's cooperation with law enforcement.

Possible impediments include compelling health or safety reasons, such as apprehension regarding personal safety, fear of retaliation, and intimidation by the offender or others. For example, some victims may be reluctant to cooperate fully with law enforcement after receiving threats of violence or even death against themselves and their children from the offender.

Age, psychological, cultural, or linguistic barriers may also influence the extent of victim cooperation with law enforcement. For instance, there may be special barriers deterring a young child or senior citizen from "reasonable cooperation." Likewise, embarrassment and shame may delay the reporting of sexual assault, and

cultural and language differences may diminish a victim's access to the criminal justice system.

In setting the standard for victim cooperation with law enforcement, the state program should determine how much weight to give to these considerations.

VOCA's "cooperation with the reasonable requests of law enforcement" requirement may be fulfilled by utilizing the following criteria or any other criteria the state believes is necessary to encourage victim cooperation with law enforcement. For example, a state may:

1. Require a victim to report the crime to a law enforcement agency;

2. Require a victim to report the crime to an appropriate governmental agency, such as child and/or adult protective services, family or juvenile court; or

3. Accept proof of the completion of a medical evidentiary examination, such as medical reports, x-rays, medical photographs, as well as other clinical assessments as evidence of cooperation with law enforcement in cases involving sexual assault or abuse.

Modifications to the "victim cooperation with law enforcement" language are contained in the "Program Requirements" section of the Final Program Guidelines.

II. Legislative Changes

A. The Antiterrorism and Effective Death Penalty Act of 1996 (Public Law 104-132). The Antiterrorism and Effective Death Penalty Act of 1996 (Public Law 104-132) (hereinafter "The Antiterrorism Act"), signed into law on April 24, 1996, contained a number of victim related provisions that amended VOCA. Listed below are three provisions that resulted in changes to the "State Eligibility Criteria" section of the Final Program Guidelines.

1. State Eligibility Criteria/Mandatory Coverage of Terrorism Victims in State Compensation Statutes. The Antiterrorism Act provides for a new VOCA-eligibility requirement that each state must include "crimes involving terrorism" in their definition of "compensable crimes". Thus, the state must offer compensation benefits to:

a. Residents and non-residents who are injured or killed by a crime involving terrorism occurring within the state;

b. Its own residents who are injured or killed in terrorist attacks occurring outside the United States or in a state that does not have an eligible crime victim compensation program.

The law gives states until April 24, 1997 (Federal Fiscal Year 1998 grant application) to come into compliance with this new eligibility requirement for receiving federal VOCA compensation grants.

2. Means Testing. The Antiterrorism Act also prohibits any federal, state, or local government program that uses federal funds from including victim compensation benefits when determining income eligibility for an applicant, if the applicant needs such assistance (medical or otherwise), in full or in part, because of the commission of a crime against the applicant.

3. Prohibition Against Awards To Convicted Persons Owing Fines. The Antiterrorism Act prohibits states from awarding victim compensation benefits to any person convicted of a federal crime who is delinquent in paying a fine, monetary penalty, or restitution imposed for the offense. This provision, however, will not become effective until the U.S. Attorney General and the Director of the Administrative Office of the U.S. Courts issue a written determination that the entities administering federal victim programs have access to accurate and efficient criminal debt payment information. As of this date, no such determination has been made, and states are under no obligation to investigate or make determinations on whether a victim owes a federal criminal debt before awarding compensation benefits.

The Antiterrorism Act also resulted in three changes to the "Availability of Funds" section.

4. OVC Reserve Fund. The Anti-terrorism Act authorizes the OVC Director to establish a reserve fund, up to $50 million, from current year Crime Victims Fund (Fund) deposits which are in excess of 110 percent of the total amount deposited in the Fund during the preceding fiscal year. Reserve fund monies may be used for supplemental grants to assist victims of terrorist acts or mass violence occurring within or outside the U.S. The OVC Director may award reserve funds to the following entities:

a. States for providing compensation and assistance to their state residents, who, while outside of the borders of the United States, become victims of a terrorist act or mass violence. The beneficiaries, however, cannot be persons who are already eligible for compensation under the Omnibus Diplomatic Security and Antiterrorism Act of 1986. Individuals covered under this Act include those who are taken captive because of their relationship with the U.S. government as a member of the U.S. Civil Service, as well as other U.S. citizens, nationals, or resident aliens who are taken captive while rendering service to the U.S. similar to that of civil servants. Dependent family members of such persons also are covered under the Omnibus Diplomatic Security Act.

b. States' eligible crime victim compensation and assistance programs for providing compensation and emergency relief for the benefit of victims of terrorist acts or mass violence occurring within the U.S.; and

c. U.S. Attorney's Offices for use in coordination with state victim compensation and assistance efforts in providing relief to victims of terrorist acts or mass violence occurring within the U.S.

d. The Director of OVC may also award OVC reserve funds to eligible state compensation and assistance programs to offset fluctuation in the funds during years in which the Fund decreases and additional monies are needed to stabilize funding for state programs.

5. Unobligated Grant Funds. Beginning with FY 1997 VOCA grants, funds not obligated by the end of the grant period, up to a maximum of $500,000, will be returned to the Fund, and not to the General Treasury, as was the practice in previous years. Returned funds in excess of $500,000 in a given year shall be returned to the Treasury. Once any portion of a state's grant is returned to the Fund, the funds must be redistributed according to the formula established by VOCA and the Final Program Guidelines. States are encouraged to closely monitor the expenditure of VOCA funds throughout the grant period to avoid returning unobligated balances at the end

of the grant period.

6. Grant Period Extended. The Antiterrorism Act extended the VOCA victim compensation grant period from the year of award plus one, to the year of award plus two. (Subsequent legislation further extended the grant period to the year of award, plus three.)

B. Omnibus Appropriations Act of 1997. This legislation was passed by Congress and signed into law by President Clinton in September, 1996. This Act further extended the grant period to the year of award plus three. This change is effective for all FY 1997 grants. The Final Program Guidelines clarify that funds are available for obligation beginning October 1 of the year of the award, through September 30 of the FY three years later. For example, grants awarded in November, 1996 (FY 1997) are available for obligation beginning October 1, 1996 through September 30, 2000.

This modification is contained in the "Availability of Funds" section of the Final Program Guidelines.

III. Changes in Applicable Federal Regulations.

A. Mandatory Enrollment in U.S. Treasury Department's Automated Clearing House (ACH) Vendor Express Program. In accordance with the Debt Collection Improvement Act of 1996, the U.S. Treasury Department revised its regulations regarding federal payments. The Final Program Guidelines have been modified to require that, effective July 26, 1996, all federal payments to VOCA victim compensation grantees must be made via electronic funds transfer.

States that are new award recipients, or those that have previously received funds in the form of a paper check from the U.S. Treasury, must enroll in the Treasury Department's ACH Vendor Express program before requesting any federal funds. This means that VOCA grantees can no longer receive drawdowns against their awards via paper check mailed from the Treasury. Grant recipients must enroll in ACH for Treasury to electronically transfer drawdowns directly to their banking institutions. States that are currently on the Letter of Credit Electronic Certification System (LOCES) will be automatically enrolled in the ACH program. This modification is included in the "Application Process" section of the Final Program Guidelines.

B. Higher Audit Threshold. In response to suggestions made by many recipients of federal grant awards, including VOCA grant recipients, OMB Circular, A-133 was revised, raising the audit threshold to $300,000 for all organizations receiving federal grants. This means that those state compensation programs that expend $300,000 or more in federal funding within the state fiscal year must have an audit made in accordance with OMB Circular A-133, as amended. This rule is effective for all fiscal years that began on or after July 1, 1996.

Previously, states that received $100,000 or more in federal financial assistance in any fiscal year were required to have a single audit for that year. States and subrecipients receiving at least $25,000, but less than $100,000, in a fiscal year had the option of performing a single audit or an audit of the federal program, and state and local governments receiving less than $25,000 in any fiscal year were exempt from audit requirements. This modification is contained in the "Financial Requirements" section of the Final Program Guidelines.

GUIDELINES FOR CRIME VICTIM COMPENSATION GRANTS

I. Background

In 1984, VOCA established the Crime Victims Fund (Fund) in the U.S. Treasury and authorized the Fund to receive deposits from fines and penalties levied on criminals convicted of federal crimes. This Fund provides the source of funding for carrying out all of the activities mandated by VOCA.

OVC makes annual VOCA crime victim compensation grants from the Fund to eligible states. The primary purpose of these grants is to supplement state efforts to provide financial assistance and reimbursement to crime victims throughout the Nation for costs associated with being a victim of a crime, and to encourage victim cooperation and participation in the criminal justice system. State crime victim compensation programs may use VOCA compensation grant funds to pay for eligible expenses provided by the state compensation statute except for property damage and property losses.

States have the responsibility for establishing guidelines and procedures for applying for crime victim compensation benefits which meet the minimal statutory requirements outlined in VOCA and the requirements in these Final Program Guidelines.

II. Funding Allocation and Application Process

A. Distribution of Crime Victim Fund. OVC administers the deposits made into the Fund for programs and services, as specified in VOCA. The amount of funds available for distribution each year is dependent upon the total deposits into the Fund in the preceding Federal Fiscal Year.

The Federal Courts Administration Act of 1992 removed the cap on the Fund, beginning with FY 1993 deposits. This Act also eliminated the need for periodic reauthorization of VOCA and the Fund. Thus, under current legislation, the Fund will continue to receive deposits.

The Violent Crime Control and Law Enforcement Act of 1994 provides that the deposits into the Fund are to be distributed as follows:

1. The first $3,000,000 deposited in the Fund in each fiscal year is available to the Administrative Office of United States Courts for administrative costs to carry out the functions of the judicial branch under Sections 3611 of Title 18, U.S. Code.

2. The next $10,000,000 deposited in the Fund in a particular fiscal year:

a. 85% shall be available to the Secretary of Health and Human Services for grants under Section 4(d) of the Child Abuse Prevention and Treatment Act for improving the investigation and prosecution of child abuse cases;

b. 15% shall be available to the Director of the Office for Victims of Crime for grants under Section 4(d) of the Child Abuse Prevention and Treatment Act for Assisting Native American Indian Tribes in developing, establishing, and operating programs to improve the investigation and prosecution of child abuse cases.

3. The remaining Fund deposits are distributed as follows:

a. 48.5 percent is available for victim compensation grants;

b. 48.5 percent is available for victim assistance grants;

c. Three percent is available for support of services to federal crime victims and for demonstration, training, and technical assistance grants to eligible crime victim programs.

B. Availability of Funds.

1. VOCA Victim Compensation Grant Formula. The Director of OVC will make an annual grant to eligible state crime victim compensation programs equal to 40 percent of the amounts awarded by the state program to victims of crime from state sources of revenue during the fiscal year preceding the year of deposits in the Fund (two years prior to the grant year). Note: Amounts paid to compensate victims for property damage or property loss cannot be included in a state's certification for a VOCA victim compensation grant award. If the amount in the Fund is insufficient to award each state 40 percent of its prior year's compensation payout, Section 1403(a)(2) of VOCA provides that all states will be awarded the same reduced percentage of their prior year payout from the available funds.

2. Reserve Fund. As the result of the provisions in the Antiterrorism Act amending VOCA, the OVC Director is authorized to retain funds in a reserve fund, up to $50 million. The Director may utilize the reserve funds in order to:

a. Award supplemental grants to assist victims of terrorist acts or mass violence outside or within the U.S. The OVC Director may grant reserve funds for such purposes to the following entities:

1) States for providing compensation and assistance to their state residents, who, while inside their state borders or outside of the borders of the United States, become victims of a terrorist act or mass violence. The beneficiaries, however, cannot be persons who are already eligible for compensation under The Omnibus Diplomatic Security and Antiterrorism Act of 1986.

Individuals covered under the Omnibus Diplomatic Security and Antiterrorism Act of 1986 include persons who are taken captive because of their relationship with the U.S. Government as a member of the U.S. Civil Service, as well as other U.S. citizens, nationals, or resident aliens who are taken captive while rendering service to the U.S. similar to that of civil servants. Dependent family members of such persons also are covered under the Omnibus Diplomatic Security Act.

2) States' eligible crime victim compensation and assistance programs for providing emergency relief, including crisis response efforts, training, and technical assistance for the benefit of victims of terrorist acts or mass violence occurring within the U.S.

3) U.S. Attorney's Offices for use in coordination with state victim compensation and assistance efforts in providing emergency relief to victims of terrorist acts or mass violence occurring within the U.S.

b. Offset Fluctuations in Fund. The OVC director may also use the reserve fund to offset fluctuations in Fund deposits for state compensation and assistance programs in years in which the Fund decreases and additional monies are needed to stabilize programs.

3. Grant Period. Federal legislation passed in 1996 also makes victim compensation grant funds available for expenditure throughout the FY of award as well as in the next three fiscal years. The FY begins on October 1 and ends on September 30. State crime victim compensation programs may pay compensation claims retroactively from October 1, even though the VOCA grant may not be awarded until later in the grant period.

4. Grant Deobligations. Funds not obligated by the end of the grant period, up to a total of $500,000, will be returned to the Fund. Once any portion of a state's grant is returned to the Fund, the funds must be redistributed according to the rules established by VOCA and the Final Program Guidelines, so states are encouraged to monitor closely the expenditure of VOCA funds throughout the grant period.

C. Administrative Costs

1. Purpose of Administrative Cost Allowance. Since FY 1995, the VOCA has allowed up to five percent of crime victim compensation grant funds to be used for administering the state crime victim compensation grant program(s). It is in the state's discretion to use the allowable five percent for program administration. However, any part of the allowable five percent which is not used for administrative purposes must be used for awards of compensation to crime victims.

The intent of this provision of VOCA is to support and advance program administration in all operational areas including claims processing, staff development and training, public outreach, and program funding by supporting those activities that will improve program effectiveness and service to crime victims. If a state elects to use up to five percent of their VOCA compensation grant for administrative purposes, only those costs directly associated with administering the program, enhancing overall program operations such as training and public outreach regarding eligibility requirements and available benefits, and ensuring compliance with federal requirements, can be paid with limited administrative grant funds. Further, states must certify that VOCA funds used for administrative purposes will not be used to supplant state or local funds but will be used to increase the amount of state funds that are available for administering the compensation program. For the purpose of establishing a baseline level of effort, states should maintain documentation as to the overall administrative commitment of the state prior to their use of VOCA administrative grant funds.

2. Allowable Costs. Allowable administrative costs include but are not limited to the following: program personnel, salary and benefits; travel costs for attendance at state, regional, and national compensation training conferences; computer equipment and support services; audit costs; costs involved in the production and distribution of program brochures and posters, and other program outreach activities; professional fees for computer services and peer review of compensation claims; agency membership dues for victim compensation organizations; program enhancements such as toll-free numbers; special equipment and materials to facilitate service to persons with disabilities, and other reasonable costs directly related to administering a compensation program.

The following activities impact the delivery and quality of compensation services to crime victims throughout the state and, thus, can be supported by administrative funds:

a. Improving coordination efforts on behalf of crime victims with other OJP Offices and Bureaus and with federal, state, and local agencies and organizations;

b. Providing training on crime victim compensation program issues such as application and eligibility requirements and range of compensable expenses, to state, public, and nonprofit organizations that serve or assist crime victims such as law enforcement officials, victim witness coordinators, corrections personnel, social service workers, victim service providers, and mental health and medical professionals;

c. Purchasing, printing, and/or developing applications, brochures and other relevant publications such as training manuals which describe the compensation application process, eligibility criteria, and range of benefits, available for crime victims;

d. Developing protocols, policies, and procedures that promote coordination of victim compensation and victim assistance services and improve the ways crime victims are treated and served; and

3. Salary Costs. Staff supported by administrative funds under the VOCA crime victim compensation grant must work directly for the compensation program in the same proportion as their level of support from VOCA grant funds. If the staff have other functions, the proportion of time working on the compensation program must be documented using some reasonable method at regular intervals such as time and attendance records on all funded staff which demonstrate the portion of staff time spent on compensation related activities. The documentation must provide a clear audit trail for the expenditure of grant funds.

Only staff activities directly related to compensation functions can be funded with VOCA administrative funds. Similarly, any equipment purchases or other expenditures charged to the VOCA compensation grant should only be charged proportionate to the percentage of time utilized by the compensation program.

Temporary or periodic personnel support, such as qualified peer reviewers for medical and mental health claims, and data processing support services are also allowable. These services may be obtained through contract using VOCA administrative funds.

4. Requirement to Notify OVC of Use of Administrative Funds. Those states that elect to utilize administrative funds under the VOCA compensation grant, are required to include with their annual application the following information:

a. The amount of the total grant that will be used for program administration;

b. An itemization of the state's projected expenditures and a general description of the activities that will be supported;

c. How these activities will improve the administration of the VOCA program and/or improve services to crime victims.

A state may modify projections set forth in their application by providing OVC a revised description of their planned use of administrative funds in writing, subsequent to submitting their annual application. However, the revised description must be reviewed prior to the obligation of any federal funds. Failure to notify OVC of

modifications will prevent the state from meeting its obligation to reconcile its State-wide Report with its Final Financial Status Report.

D. Application Process

1. Application for Federal Assistance. Each year, OVC issues to each eligible state a Program Instruction and Application Kit, which contains the necessary forms and detailed information required to make application for VOCA crime victim compensation grant funds. The amount for which each state may apply is included in the Application Kit. States shall use the Standard Form 424, Application for Federal Assistance, and its attachments to apply for VOCA victim compensation grant funds. Applications for VOCA crime victim compensation grants may only be submitted by the state agency designated by the Governor to administer the VOCA grant.

Completed applications must be submitted on or before the stated deadline, as determined by OVC. If an eligible state fails to apply for its crime victim compensation allocation by the prescribed deadline, OVC will redistribute federal VOCA crime victim compensation dollars to the VOCA victim assistance grant program as provided by Section 1404(a)(1) of VOCA (42 U.S.C. 10603 (a)(1)), assuming all states have received the statutorily prescribed 40% (percent) of their prior years payouts.

2. Required Attachments to Application. In addition to submission of the Application for Federal Assistance, states shall submit the following information:

a. A description of their arrangements for complying with the audit provisions of Circular A-133, as amended.

b. Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters; Drug-Free Workplace Requirements; Civil Rights Compliance, and any other certifications required by OJP and OVC. Additionally, states must complete a disclosure form specifying any lobbying activities that are conducted.

c. Crime Victim Compensation Eligible State Payments Certification Form which is furnished by OVC. The amount certified on this Form is used by OVC to determine the annual federal grant award to each eligible state in the following year. This form must be completed and signed by the authorized individual within the agency designated by the Governor to administer the VOCA crime victims compensation grant. For further information concerning the state certification, see the Program Requirements section.

d. An assurance that the program will comply with all applicable nondiscrimination requirements;

e. An assurance that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing, on the grounds of race, color, religion, national origin, sex, or disability against the program, the program will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights (OCR);

f. The name of the civil rights contact person who has lead responsibility for ensuring that all applicable civil rights requirements are met and who shall act as liaison in civil rights matters with OCR;

g. An assurance that programs will maintain information on crime victims receiving services by race, national origin, sex, age, and disabilities, where such information is voluntarily furnished by claimants. A state may, at its discretion, use the following language when soliciting claimant responses: "The submission of information regarding race/ethnic background or disabilities is strictly voluntary. A decision to not supply this information will not affect your eligibility for compensation benefits information. However, this information is important. We use it to study the extent to which members of minorities and persons with disabilities are recipients of compensation benefits and to determine the extent to which outreach efforts should be enhanced to ensure access and services to these populations."

h. A copy of the state statute authorizing the state's crime victim compensation program.

3. Enrollment in Automated Clearing House. In addition to yearly submission of the grant application and the above-mentioned information and assurances, states must be enrolled in the automated clearing house (ACH) so that the U.S. Department of Treasury can electronically transfer the VOCA victim compensation grant directly to the grantee's banking institution. States that are new award recipients, or those that have previously received funds in the form of a paper check from the U.S. Treasury, must enroll in the Treasury Department's ACH Vendor Express program before requesting any federal funds. This means that VOCA grantees can no longer receive drawdowns against their awards via paper check mailed from the Treasury. Grant recipients must enroll in ACH for Treasury to electronically transfer drawdowns directly to their banking institutions. States that are currently on the Letter of Credit Electronic Certification System (LOCES) will be automatically enrolled in the ACH program. Enrollment in ACH need only be completed once.

III. Program Requirements

A. State Eligibility Criteria

The fundamental criteria for eligibility is the grantee must be an operational state-administered crime victim compensation program. The term "state" includes the District of Columbia, the Virgin Islands, and any other possession or territory of the United States. Although an authorized program that has not actually paid out compensation benefits would be technically eligible under Section 1403(b)(1) of VOCA, the program would not be entitled to a VOCA grant because it had not awarded any benefits that could be matched under Section 1403(a)(1). VOCA compensation grant funds may not be used as "start-up" funds for a new state program.

Section 1403 of VOCA prescribes the conditions and eligibility criteria related to crime victim compensation grants. In order for a state to meet or maintain eligibility for a crime victims compensation grant, it must satisfy the following eligibility requirements:

1. State Operated Compensation Program for Victims. The program must be operated by a state and offer compensation to victims and survivors of victims of "compensable crimes," including crimes involving terrorism, drunk driving, and domestic violence. The Amendments to VOCA contained in the Antiterrorism Act of 1996 gives states until April 24, 1997 (FY 1998 grant application) to come into compliance with the new eligibility conditions for receiving federal VOCA compensation grants.

The term "compensable crime" means a crime, the victims of which are eligible for compensation under the state's eligible crime victim compensation program statute or rule. The range of expenses for which states may award crime victims compensation varies nationwide, although all states must award compensation for medical expenses, including mental health counseling and care; loss of wages; and funeral expenses.

2. Means Testing. The Antiterrorism Act prohibits any federal, state, or local government program that uses federal funds from including victim compensation benefits when determining income eligibility for an applicant, if the applicant needs such assistance (medical or otherwise), in full or in part, because of the commission of a crime against the applicant.

3. Prohibition Against Awarding Compensation to Those Delinquent in Paying Federal Criminal Fines. The Antiterrorism Act prohibits states from awarding victim compensation benefits to any person convicted of a federal crime who is delinquent in paying a fine, monetary penalty, or restitution imposed for the offense.

This provision, however, will not become effective until the U.S. Attorney General and the Director of the Administrative Office of the U.S. Courts issue a written determination that the entities administering federally-funded victim compensation programs have access to accurate and efficient criminal debt payment tracking information. As of this date, no such determination has been made, and states are under no obligation to investigate or make determinations on whether a victim owes a federal criminal debt, before awarding compensation benefits.

4. Victim Cooperation with Law Enforcement. Encouraging victims to cooperate with law enforcement and to report the crime is important to the effective functioning of the criminal justice system and to preventing further victimization.

Although state crime victim compensation programs maintain the authority and discretion to establish their own standards for "reasonable cooperation," OVC encourages state compensation program staff to meet with victims and advocates to carefully review whether state statutes and state program guidelines and policies are responsive to the needs of crime victims and to determine possible barriers that might impede a victim's cooperation with law enforcement.

Possible impediments include compelling health or safety reasons, such as apprehension regarding personal safety, fear of retaliation, and intimidation by the offender or others. For example, some victims may be reluctant to cooperate fully with law enforcement after receiving threats of violence or even death against themselves and their children from the offender.

Age, psychological, cultural, or linguistic barriers may also influence the extent of victim cooperation with law enforcement. For instance, there may be special barriers deterring a young child or senior citizen from complying fully with law enforcement. Embarrassment and shame may delay the reporting of sexual assault, and cultural and language differences may diminish a victim's access to the criminal justice system.

In setting the standard for victim cooperation with law enforcement, the state program should determine how much weight to give to these considerations.

VOCA's "cooperation with the reasonable requests of law enforcement" requirement may be fulfilled by utilizing the following criteria or any other criteria the state believes is necessary to encourage victim cooperation with law enforcement. For example, a state may:

a. Require a victim to report the crime to a law enforcement agency;

b. Require a victim to report the crime to an appropriate governmental agency, such as child and/or adult protective services, family court, or juvenile court; or

c. Accept proof of the completion of a medical evidentiary examination, such as medical reports, x-rays, medical photographs, as well as other clinical assessments as evidence of cooperation with law enforcement in cases involving sexual assault or abuse.

5. Nonsupplantation. The state must certify that grants received under this section will not be used to supplant state funds otherwise available to provide crime victim compensation or to administer the state crime victim compensation program.

The nonsupplantation provision is intended to assure that states use VOCA funds to augment, not replace, otherwise available state funding for crime victim compensation. More specifically, the states may not decrease their financial commitment to crime victim compensation solely because they are receiving VOCA funds for the same purpose.

6. Compensation for Residents Victimized Outside Their Own State. The state must provide compensation to residents of the state who are victims of crimes occurring outside the state, if the crimes would be compensable had they occurred inside that state; and the crimes occurred in a state not having an eligible crime victim compensation program, or occurred outside the U.S. (If the compensable crime is terrorism as defined in Section 2331 of title 18 of the U.S. Code). The state must make these awards according to the same criteria used to make awards to those who are victimized while in the state.

This provision is intended to cover those residents of a state who are victimized in a state which does not have an eligible crime victims compensation program for which the victim qualifies. In such instances, the victim would be eligible to apply for crime victim compensation from the State in which he or she resides.

7. Compensation for Non-residents of a State. The state must make compensation awards to victims who are non-residents of the state according to the same criteria used to make awards to victims who are residents of such state.

Eligibility for VOCA funds requires the state program to extend its coverage to all non-residents victimized in the state. Note: For the purposes of this provision, the term "non-resident" must, at a minimum, include anyone who is a resident in one state but victimized in another. A state may, at its discretion, broaden its definition of non-resident to include anyone victimized in the state regardless of whether the victim is a United States resident.

This provision is intended to ensure that non-residents of a state, who are victimized in a state that has an eligible compensation program, are provided the opportunity to apply for and receive the same compensation benefits that are available to residents of the state. The provision of reciprocal agreements with certain other states will not suffice to meet these criteria.

8. Victims of Federal Crime. The state must provide compensation to victims of federal crimes occurring within the state on the same basis that such program provides compensation to victims of state crimes.

For example, a victim of a rape, occurring on a federal installation or Indian reservation inside the state, must be afforded the same benefits that would be available to the victim if the rape were classified as a crime against the

state. This provision is intended to cover those individuals victimized on military installations, national parks and highways, Native American reservations, and under other circumstances where Federal jurisdiction exists since there is no federal compensation program which provides benefits to victims covered under federal jurisdiction.

9. Unjust Enrichment. Except pursuant to rules issued by the compensation program to prevent unjust enrichment of the offender, the state cannot deny compensation to any victim because of that victim's familial relationship to the offender, or because of the sharing of a residence by the victim and the offender.

Unjust enrichment, as the basis for denying crime victims compensation, must be based upon written rules issued by the state crime victims compensation program. "Rules" mean either written policies or directives developed and distributed by state crime victim compensation programs or rules adopted by legislative or administrative bodies. Such rules cannot have the effect of denying compensation to a substantial percentage of domestic violence victims. The rules relating to unjust enrichment should be applicable to all claims for compensation although it is recognized that domestic violence cases have the greatest potential for unjust enrichment.

In general, programs must balance the goals of making compensation benefits available to victims and preventing unjust enrichment of offenders. State programs are strongly encouraged to work with domestic violence coalitions and representatives to this end.

In developing rules, the states are encouraged to consider the following:

a. Legal responsibilities of the offender to the victim under the laws of the state and collateral resources available to the victim from the offender. For example, legal responsibilities may include court-ordered restitution or requirements for spouse and/or family support under the domestic or marital property laws of the state. Collateral resources may include insurance or pension benefits available to the offender to cover the costs incurred by the victim as a result of the crime. However, as with other crimes, victims of domestic violence should not be penalized when collateral sources of payment are not viable, e.g., when the offender refuses to, or cannot, pay restitution or other civil judgments within a reasonable period of time or when the offender otherwise impedes direct or third party (i.e., insurance) payments.

b. Payments to victims of domestic violence which benefit offenders in only a minimal or inconsequential manner would not be considered unjust enrichment. To deny payments, in some instances, could serve to further victimize the claimant. For example, denial of medical or dental expenses solely because the offender has legal responsibility for the charges, but is unwilling, or unable to pay them, could result in the victim's inability to receive treatment.

c. Consultation with social services and other concerned governmental entities, as well as with private organizations that support and advocate on behalf of domestic violence victims.

d. The special needs of child victims of criminal violence especially when the perpetrator was the parent who may or may not have lived in the same residence.

10. Other Information Requested by the OVC Director. The state must provide such other information and assurances as the Director of OVC may reasonably require.

11. Payor of Last Resort. When a victim is eligible to receive benefits from a federal program or federally financed state or local program, such as Medicaid, the state compensation program shall not pay the costs that the federal or federally financed programs covers. Additionally, the federal or federally financed program shall make its payments without regard to the existence of the crime victim compensation program. The compensation program is the payor of last resort with regard to federal or federally financed programs.

OVC encourages state grantees to coordinate their VOCA assistance and compensation activities to ensure a continuum of services for crime victims. Coordination may include activities such as: planning meetings; training activities for direct service providers on the general parameters of the state compensation agency's program (e.g., eligibility criteria, completion of claims, and time frames for receiving compensation); providing information on VOCA-funded victim assistance services within the state; and developing joint guidance, where applicable, on third-party payments to VOCA assistance organizations.

OVC also requires state grantees to coordinate their activities with the Victim/Witness Coordinator staff within U.S. Attorney Offices to ensure that the Coordinators are aware of available resources for victims of federal crime.

B. State Certifications. Guidelines on amounts to be included as well as amounts to be excluded in a state's certification of payments of crime victims compensation from state funding sources are furnished below:

1. Program Revenue. States must report on the certification form all sources of state revenue available to the crime victims compensation program during the Federal Fiscal Year. In some instances, funds are made available to the crime victims compensation program from other departments or agencies, from supplemental appropriations, donations, or unspent funds carried over from prior years. All state funds which are available during the Federal Fiscal Year should be reported. The amount of certified revenue, excluding VOCA funds, but including all other sources, including carried over funds, must meet or exceed the amount of certified payments to crime victims.

2. Amounts to Be Included. The total amount to be certified by the state program must include only those amounts paid from state funding sources to or on behalf of crime victims during the Federal Fiscal Year (October 1 to September 30).

3. Compensable Expenses. The range of expenses for which states may award crime victims compensation varies nationwide, although all states must award compensation for medical expenses, including mental health counseling and care; loss of wages; and funeral expenses. Note: The term "medical expenses" includes, to the extent provided under the state crime victim compensation program statute, expenses for eyeglasses and other corrective lenses; dental services, devices, and prosthetic devices; and for services rendered in accordance with a method of healing recognized by the law of the state. "Mental health counseling and care" means the assessment, diagnosis, and treatment of an individual's mental and emotional functioning that is required to alleviate psychological trauma resulting from a compensable crime. Such intervention must be provided by a person who meets such standards as may be set by the state for victim mental health counseling and care.

Compensable expenses to be included in the annual certification must be authorized by state statute or rule, providing there is rule making authority in state law. States may include expenses, not specifically identified in VOCA, such as pain and suffering; crime scene clean up; replacement costs for clothing and bedding held as evidence; annuities for child victims for loss of support; medically-necessary building modification; medically-necessary devices; and attorney fees related to a victim's claim for compensation.

States may also include payments related to forensic sexual assault examinations, even if the victim did not report the crime to law enforcement if such payments are made from funds administered by the compensation

program and are allowable under the state's statute or administrative rules.

4. Amounts to Be Excluded. States must exclude, in the certification, VOCA grant funds, compensation for property losses or property damage, audit costs, personnel costs, and any other program administrative costs.

5. Applicable Credits. Any "applicable credits" must be deducted from the state certification. The term "applicable credits" refers to those receipts or reduction of expenditures, which offset or reduce expense items that are allocable to a particular crime victim compensation claim. Typical examples of applicable credits in state crime victims compensation programs include funds received through a state's subrogation interest in a claimant's civil law suit recovery, restitution, refunds, or other reimbursements. Refunds include amounts from overpayment, erroneous payments made to claimants, uncashed checks, etc. Additional guidance regarding applicable credits can be found in OMB Circular A-87, "Cost Principles for State and Local Governments."

States must determine how to account for both the receipt and expenditure of restitution and refunds. Note: A state is not required to reduce its certified payment figure by the amount of restitution recoveries received by the state which are not directly related to the payment of crime victim compensation benefits, nor when such reimbursements were from payments to victims prior to receiving a VOCA award.

6. Recovery Costs. Salary costs for personnel directly involved in recovery efforts, which are directly attributable to the recovery of restitution, refunds, and other reimbursements, may be offset against the amount of income received from such reimbursement. Expenses shall be limited to the percentage of those salaries incurred by the state for employees whose primary responsibilities (not less than 75 percent of their time) are directly and specifically related to recovering restitution and other reimbursements. Recovery costs can not be claimed for employees whose salary is derived from federal administrative grant funds.

7. Source of Payments to Crime Victims. There is no financial requirement that state compensation programs identify the source of individual payments to crime victims as either federal or state dollars, nor is there any requirement that restitution recoveries or other refunds be tracked to federal or state dollars paid out to the victim.

C. Incorrect Certifications. If it is determined that a state has made an incorrect certification of payments of crime victims compensation from state funding sources and a VOCA crime victim compensation grant is awarded in error, one of the following two courses of action will be taken:

1. Over Certification. In the event that an over certification comes to the attention of OVC or the Office of the Comptroller, OJP, the necessary steps will be taken to recover funds which were awarded in error. OVC does not have the authority to permit states to keep amounts they were not entitled to as a result of overcertification.

2. Under Certification. If a state under-certifies amounts paid to crime victims, OVC will not supplement payments to the state in a subsequent year to correct the state's error. Once OVC awards funds in a given FY, there are no excess funds available to remedy errors of this nature.

D. Program Reporting Requirements. Annual Performance Report. States receiving VOCA crime victims compensation grant funds are required to submit an Annual Performance Report that is provided by OVC. The Report requests specific information about claims for compensation, such as types of crimes compensated, including terrorism, drunk driving and domestic violence, disposition of claims, payments for compensable expenses, and use of administrative and training funds. The Performance Report covers the Federal Fiscal Year ending September 30 and is due to OVC by December 30 of the same year.

E. Additional Requirements

1. Civil Rights - Prohibition of Discrimination for Recipients of Federal Funds. No person in any state shall, on the grounds of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity receiving federal financial assistance, pursuant to the following statutes and regulations: Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d, and Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, et seq.

2. Confidentiality of Research Information. Except as otherwise provided by law, no recipient of monies under VOCA shall use or reveal any research or statistical information gathered under this program by any person, and identifiable to any specific private person, for any purpose other than the purpose for which such information was obtained, in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. [See Section 1407(d) of VOCA, codified at 42 U.S.C. 10604(d)].

This provision is intended, among other things, to assure the confidentiality of information provided by crime victims to employees of VOCA-funded victim compensation programs. However, there is nothing in VOCA or its legislative history to indicate that Congress intended to override or repeal, in effect, a state's existing law governing the disclosure of information, which is supportive of VOCA's fundamental goal of helping crime victims. For example, this provision would not act to override or repeal, in effect, a state's existing law pertaining to the mandatory reporting of a suspected child abuse. See Pennhurst State School and Hospital v. Halderman, et al., 451 U.S. 1 (1981).

IV. Financial Requirements

As a condition of receiving a grant, states agree to insure adherence to the general and specific requirements as set forth in the "OJP Financial Guide" and applicable OMB Circulars and Common Rules. This includes the maintenance of books and records in accordance with generally accepted government accounting principles. States further agree to identify their state fiscal year and federal cognizant audit agency. This section describes the payment of grant funds, termination of advanced funding; financial status reports, and audit requirements.

A. Audit Responsibilities for States. State compensation programs that expend $300,000 or more in federal financial assistance within the state's fiscal year are required to have an audit in accordance with OMB Circular A-133, as amended. State and local governments expending less than $300,000 in their fiscal year are exempt from audit requirements. This rule is effective for all fiscal years that began on or after July 1, 1996.

B. Audit Costs. Although under OMB Circular A-133 audit costs are generally allowable charges under federal grants, audit costs incurred at the grantee level are determined to be an administrative expense and may be paid with the allowable five percent for administration. Any of the VOCA grant monies used for administrative purposes cannot be included in the state-certified payout.

C. Financial Status Report for States. Financial Status Reports (269A) are required from all state agencies. A Financial Status Report shall be submitted to the Office of the Comptroller for each calendar quarter in which the grant is active. This Report is due even when no obligations or expenditures were incurred during the reporting period. Financial Status Reports shall be submitted to the Office of the Comptroller, by the state, within 45 days after the end of each calendar quarter. Calendar quarters end March 31, June 30, September 30, and December 31. A Final Financial Status Report is due 120 days after the end of the VOCA grant, no later than January 31.

D. Termination of Advance Funding. If the state grantee receiving cash advances by direct Treasury deposit demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between cash advances and disbursements, OJP may terminate advance funding and require the state to finance its operations with its own working capital. Payments to the state will then be made to the state by the ACH Vendor Express method to reimburse the grantee for actual cash disbursements. It is essential that the grantee organization maintain a minimum of cash on hand and that drawdowns of cash are made only when necessary for disbursements.

V. Monitoring

A. Office of the Comptroller/General Accounting Office/Office of the Inspector General. The Office of the Comptroller, the General Accounting Office, and the Office of the Inspector General conduct periodic reviews of the financial policies and procedures and records of VOCA state grantees. Therefore, upon request, states must give authorized representatives the right to access and examine all records, books, papers, case files, or other documents related to the grant.

B. Office for Victims of Crime. OVC conducts on-site monitoring in which each state grantee is visited a minimum of once every three years. While on site, OVC personnel will review various documents and files such as (1) financial and program manuals and procedures governing the crime victim compensation grant program; (2) financial records, reports, and audit reports for the state grantee; (3) the state's compensation application, procedures, and guidelines for awarding compensation benefits; (4) a random sampling of victim compensation claim files; and (5) all other applicable state records and files.

VI. Suspension and Termination of Funding

If, after notice to the grantee, OVC finds that a state has failed to comply substantially with VOCA, the OJP Financial Guide (effective edition), the Final Program Guidelines, or any implementing regulation or requirement, OVC may suspend or terminate funding to the state and/or take other appropriate action. Under the procedures of 28 CFR Part 18 (7-1-96-Edition), states may request a hearing on the justification for the suspension and/or termination of VOCA funds.

See also:

- Victim Assistance Guidelines
- 2001 VOCA Guidelines from the Federal Register (PDF 70 kb)

Return to Grants & Funding

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-4452 **Consent Agenda Item 5. C.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted By:	Athena Gooding, Legal Secretary, Lead		
Department:	County Attorney		
Fiscal Year:	2018	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2017 - June 30, 2018	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal

Information

Request/Subject

Arizona Criminal Justice Commission Drug, Gang and Crime Control Grant Agreement No. DC -18-023.

Background Information

Agreement No. DC-018-023 - This grant has been in effect for 27 years and it is also known as the Byrne Prosecution Grant. This grant assists with funding a full-time prosecutor for drug and violent crime prosecution.

The Gila County Attorney's Office submitted the grant application on February 24, 2017 requesting a grand total of $80,142.00 with the project cost to included:
State: $28,050.00
Federal: $ 32,057.00
Match: $20,035.00
Grand Total: $80,142.00

The total to be paid by the Commission under this Grant Agreement shall not exceed:

State: $20,824.00
Federal: $ 23,798.00
Match: $14,873.00
Grand Total: $59,495.00

This grant requires a match in the amount of $14,873.00 which will come from the County's General Fund.

Evaluation

Agreement No. DC-18-023 - The Drug, Gang and Crime Control Grant is essential to provide funding for the salary and benefits of a prosecutor who works in tandem with the Gila County Narcotics Task Force.

Conclusion

Agreement No. DC-18-023 - The Drug, Gang and Crime Control Program allows state, county, local and tribal governments to support activities that combat drug, gangs and violent crime. This grant provides a significant portion of the funding for a full-time prosecutor to work in tandem with the Gila County Narcotics Task Forces in effort to curb crime in Gila County through investigation, arrest and prosecution.

Recommendation

Agreement No. DC-18-023 - That the Gila County Board of Supervisors approve the Arizona Criminal Justice Commission Drug, Gang and Crime Control Grant Agreement in the amount of $59,495.00. The Chairman's signature is required.

Suggested Motion

Approval of fiscal year 2018 Drug, Gang and Crime Control Grant Agreement No. DC-18-023 between Gila County and the Arizona Criminal Justice Commission in the amount of $59,495 for the period of July 1, 2017, to June 30, 2018.

Attachments

Byrne Prosecution DC-18-023 Grant Agreement

OMB Circulars Link - Section 16

2015 DOJ Financial Guide - Section 25

OMB Circular A133_revised_2007 - Section 41

Manual_GrantReferenceManual - Section 42

Office of Justice Programs, Award Conditions - Section 43

Public_-_Identifying_Excluded_Entities - Section 46

OJP Training Guiding Principles for Grantees and Subgrantees - Section 49

Equal Treatment Regulation link - Section 54

UseofConviction_Advisory - Section 56

305 - Subgrantee Discrimination Complaint Procedures - Section 59

National Information Exchange Model - Section 61
Global Standards Package Grant Condition - Section 62
National Enviornmental Policy Act (NEPA) Guidance - Continuation Sheet - Section 16
DNA Capacity Enhancement and Backlog Reduction Program - Continuation Sheet - Section 19
National Enviornmental Policy Act (NEPA) Guidance - Application - Special Condition 9
Drug, Gang and Violent Crime Control Application

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

ACJC Grant Number DC-18-023
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 2nd day of June, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and GILA COUNTY, through Gila County Attorney'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 Attorney's Office
1400 E. Ash Street
Globe, AZ 85501
Attn: **The Honorable Bradley Beauchamp**

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	$45,053.00
Fringe Benefits (for salaries/overtime)*	$14,442.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	
Registration/Training	NOT APPROVED
Other	NOT APPROVED
	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	$59,495.00
Positions Funded: Attorney (0.74 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 $23,798.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $20,824.00 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 $14,873.00.

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/

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):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
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

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
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

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 Indeminitor, 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/

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

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

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.

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.

    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.

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 obtainment 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). 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). 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.

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

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

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

   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.

the WHITE HOUSE

Grants Management, Grants Circular Attachments

FOLLOW US:

THE DIRECTOR

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

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

2015 DOJ Grants Financial Guide

UNITED STATES DEPARTMENT OF JUSTICE

OFFICE OF JUSTICE PROGRAMS | OFFICE ON VIOLENCE AGAINST WOMEN
COMMUNITY ORIENTED POLICING SERVICES

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Foreword

We hope you find this guide useful and informative. If you have any questions or comments, please contact your appropriate DOJ Funding Source.

TOP 10 TOPICS

1. Financial Management Systems
2. Allowable Costs
3. Unallowable Costs
4. Federal Financial Reports
5. Progress and Performance Reports
6. Audit Requirements
7. Conference Costs
8. Inventory
9. Accounting by Approved Budget Category
10. Subrecipient Monitoring

The Department of Justice (DOJ) has three primary grant-making components, the Office of Justice Programs (OJP), the Office on Violence Against Women (OVW) and the Office of Community Oriented Policing Services (COPS Office). The mission of OJP is to provide innovative leadership to federal, state, local, and tribal justice systems by disseminating state-of-the-art knowledge and practices across America, and providing grants for the implementation of these crime fighting strategies. The mission of OVW is to provide federal leadership in developing the national capacity to reduce violence against women, and administer justice for and strengthen services to victims of domestic violence, dating violence, sexual assaults, and stalking. The mission of the COPS Office is to advance the practice of community policing by the nation's state, local, territory, and tribal law enforcement agencies through information and resources.

These three grant-making components provide Federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. They also provide policy guidance, financial control, and support services to their recipients in the areas of grants, accounting, and financial management. Each grant-making component conducts programmatic monitoring through site visits and desk reviews, and provides technical assistance and training to recipients. Additionally, OJP's Office of the Chief Financial Officer (OCFO) conducts financial monitoring through site visits and desk reviews, and provides training to OJP's recipients in the quarterly Grants Financial Management Training Seminars.

FINANCIAL MANAGEMENT TIP

The DOJ Grants Financial Management Online Training is available to all DOJ grant-making component recipients and applicants.

The *2015 DOJ Grants Financial Guide* (the "*Guide*") serves as the primary reference manual to assist OJP, OVW, and COPS Office award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of your award. There may be instances where the requirements may differ among the three grant-making components; those differences are spelled out throughout this *Guide*. We have provided references to the underlying laws and regulations as much as possible.

Foreword

This *Guide* should be the starting point for all recipients and subrecipients in ensuring the effective day-to-day management of your awards. **The provisions of this *2015 Guide* apply to Department of Justice awards made after December 26, 2014.**

For additional information on grants management, please visit the Office of Management and Budget's (OMB) website at http://www.whitehouse.gov/omb/circulars_index-ffm/. The Government Printing Office also maintains electronic copies of the Code of Federal Regulations at http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and e-CFR at http://www.ecfr.gov.

We are pleased to respond to any questions not covered by this *Guide* and welcome suggestions to improve the utility of the *Guide* and its content. Please feel free to contact the OCFO's Customer Service Center at 1-800-458-0786, OVW Grants Management Division at 1-888-514-2556, or COPS Office Response Center at 1-800-421-6770 with any financial management questions or suggested revisions. In addition, questions and comments can also be directed to the OCFO via e-mail at ask.ocfo@usdoj.gov, OVW via email at OVW.GFMD@usdoj.gov, or COPS Office via email at askCopsRC@usdoj.gov.

Karol V. Mason
Assistant Attorney General, OJP

Bea Hanson
Principal Deputy Director, OVW

Ronald L. Davis
Director, COPS Office

I. General Information

1.1 USERS

This *Guide* is provided for the use of all recipients and their subrecipients of Federal grant programs administered by the three primary Department of Justice (DOJ) grant-making components. We have developed the *Guide* to serve as a compilation of the various laws and regulations governing DOJ grants financial management and administration.

Recipients

- A recipient is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program.
- Recipients are required to adhere to the applicable law of their jurisdiction, and the financial and administrative rules in this *Guide*. However, other programmatic and technical requirements (for example, as set out in award conditions or contained in program-specific guidelines) may also apply.
- Recipients are required to adhere to all applicable uniform (grants) administrative requirements, cost principles, and audit requirements set forth in 2 C.F.R. § 200 and other applicable law.

Subrecipients

- A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program.
- Subrecipients are required to adhere to the applicable law of their jurisdiction and the financial and administrative rules in this *Guide*. The pass-through entity may also impose additional financial and administrative requirements.
- Subrecipients are also required to adhere to all applicable uniform (grant) administrative requirements, cost principles, and audit requirements set forth in 2 C.F.R. § 200 and other applicable law.

FINANCIAL MANAGEMENT TIP

When determining whether an entity receiving federal award funds from the recipient is a subrecipient or a contractor, the legal document executed between the recipient and the entity receiving federal award funds from the recipient is NOT the driving determinant. See 2 C.F.R. § 200.22 and 2 C.F.R. § 200.92. The substance of the activity that has been contracted or subawarded will be the major factor considered. If you delegate program activities to another entity, that delegation will generally be considered a subaward. On the other hand, if you purchase or procure goods or services from another entity to carry out the project or program under a Federal award, that activity will generally be considered a contract. For additional information on this topic, please refer to 2 C.F.R. § 200.330, subrecipient and contractor determination.

1.1 USERS

Individuals

- Any individual who works for a recipient or subrecipient should use this *Guide* as a reference for financial and administrative management of DOJ-funded grant programs or projects.
- These individuals may include administrators, financial management specialists, grants management specialists, accountants, and auditors.
- This *Guide* also may be used as a training resource for new employees.

For-Profit (or Commercial) Entities

In accordance with 2 C.F.R. § 200.101(c), OJP/OVW applies 2 C.F.R. Part 200, subparts A through D (excluding 2 C.F.R. § 200.317 through 200.326), to for-profit (or commercial) entities. However, for-profit (or commercial) entities receiving funding through the COPS Office must comply with 2 C.F.R. Part 200, subparts A through E. In addition, in accordance with 2 C.F.R. § 200.400(g), the grantee may not earn or keep a profit as a result of the award unless expressly authorized by the specific terms and conditions of your award.

To the extent allowable and consistent with applicable law, and unless expressed explicitly otherwise herein, this *Financial Guide* applies to any recipient or subrecipient that is a for-profit (or commercial) entity. As used throughout the *Financial Guide*, the term "non-federal entity(ies)" includes for-profit entities.

1.2 RESOURCES

Introduction

This *Guide* includes references to the policies and guidance issued by the Office of Management and Budget (OMB). The largest division of the Executive Office of the President, OMB is responsible for implementing and enforcing the President's policies across the entire Federal Government.

On December 26, 2013, OMB issued new guidance that provides a government-wide framework for grants management (Federal Register, 12/26/2013). The new guidance, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), streamlines the Federal Government's administrative, cost, and audit requirements, and has been implemented by DOJ via DOJ regulation at 2 C.F.R. Part 2800.

The new guidance supersedes the following OMB requirements:

- OMB Circular A-21, Cost Principles for Educational Institutions;
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
- OMB Circular A-89, Federal Domestic Assistance Program Information;
- OMB Circular A-102, Grant Awards and Cooperative Agreements with State and Local Governments (Common Rule);
- OMB Circular A-110, Uniform Administrative Requirements for Awards and other Agreements, Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- OMB Circular A-122, Cost Principles for Non-Profit Organizations;
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and
- Sections of OMB Circular A-50, Audit Follow-up.

FINANCIAL MANAGEMENT TIP

These new requirements, as implemented by DOJ, apply to Federal awards made after December 26, 2014, and the audit requirements apply to audits for fiscal years beginning on or after December 26, 2014.

For Federal awards made before December 26, 2014, absent an agreement otherwise in a Federal award issued after that date, the requirements in place at the time of award continue to apply. These prior requirements may include those above, as well as 28 C.F.R. Parts 66 or 70, and the prior guidance issued by the specific grant-making component (i.e., OJP Financial Guide, OVW Financial Grant Management Guide, COPS Office Grant and Award Owner's Manuals).

The following requirements remain in place:

- Government-wide Debarment and Suspension (Nonprocurement) is codified at 2 C.F.R. Part 180, with DOJ-specific rules at 2 C.F.R. Part 2867.
- Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.
- Restrictions on lobbying are codified at 28 C.F.R. Part 69.

1.2 RESOURCES

For additional information on grants management, please visit the OMB website at https://www.whitehouse.gov/omb/grants_default or at the Council on Financial Assistance Reform at https://cfo.gov/cofar/. The most recently updated version of the CFR can be found on the U.S. Government Printing Office's website at FDsys - Code of Federal Regulations.

Office of the Inspector General Fraud Hotline

Recipients should report any allegations of fraud, waste, and abuse of grant funds to the appropriate DOJ grant-making component. In addition to or instead of reporting allegations to the grant-making component, you may report them to the DOJ Office of the Inspector General online at DOJ OIG Hotline Concerning Grants, by fax at (202) 305-8447, or by mail:

U.S. Department of Justice
Office of the Inspector General
Fraud Detection Office
Attn: Grantee Reporting
1300 North 17th Street, Suite 3200
Arlington, VA 22209

Other Available Resources

- *Procurement Procedures for Recipients of DOJ Grants* [PDF - 700 Kb]
- *Postaward Instructions* [PDF - 559 Kb] for OJP grant recipients and subrecipients
- Federal grant information is available at http://www.grants.gov.
- Federal Government regulation information is accessible at http://www.regulations.gov.
- Grants Management System (GMS) Training and Technical Assistance can be found at http://www.ojp.usdoj.gov/training/gmstraining.htm.
- The OJP GMS HelpDesk is available via email at GMS.HelpDesk@usdoj.gov or phone at 202-514-2024.
- The OVW GMS Helpdesk is available via email at OVW.GMSSupport@usdoj.gov or phone at 1-866-655-4482.
- The COPS Office Response Center is available at askCopsRC@usdoj.gov or phone at 1-800-421-6770.
- The Federal Funding Accountability and Transparency Act (FFATA) is available at https://www.fsrs.gov.

2.1 APPLICATION PROCESS

Eligible Recipients

You can find the eligibility requirements for block, formula, and discretionary awards in the grant program solicitations contained in awarding agency program announcements, notices of funding opportunities (i.e., discretionary grant program solicitations), or other awarding agency program documents.

- **Block and formula awards:** Generally, States, territories, and sometimes Indian tribes and units of local government are eligible for awards under the Department of Justice's (DOJ's) various block and formula grant programs. Specific eligibility criteria for each program are set forth in the program's governing statute and rules.
- **Discretionary awards:** DOJ may award funds under its discretionary grant programs to some or all of the following types of recipients, depending on authorizing legislation and selected program strategies: States; units of local government; Indian tribes and tribal organizations; institutions of higher education; hospitals; nonprofit organizations; for-profit organizations; and (in limited circumstances) individuals.
- **OVW Eligibility Guide:** The OVW Program Plan Chart is intended to assist potential OVW applicants to identify programs for which they are eligible to apply. Application packages can be found at Grants.gov application download. Applications that are submitted by non-eligible entities will be removed from consideration during the initial review process.

Program Announcements

For programmatic and technical requirements relating to block and formula award applications, contact the DOJ grant-making component to request program guidelines.

DOJ grant-making components announce competitive discretionary and formula/block program funding opportunities via Grants.gov. Applications for competitive discretionary programs are submitted through Grants.gov; however, the COPS Office has an additional step where their applications are submitted directly in the COPS Office Online Application System. Applications for OJP and OVW non-competitive discretionary and formula/block opportunities are directly submitted to the Grants Management System (GMS). You can also find a collection of available assistance programs in the Catalog of Federal Domestic Assistance published by the U.S. General Services Administration. To view each grant-making component's available programs, visit their websites below:

OJP — http://ojp.gov/funding/Explore/CurrentFundingOpportunities.htm
OVW — http://www.justice.gov/ovw/open-solicitations
COPS Office — http://www.cops.usdoj.gov/Default.asp?Item=46

Nondiscrimination Requirements

Non-discrimination assurance: You must assure and certify on the applicable awarding agency assurance form that you and your subrecipients are in compliance with all civil rights nondiscrimination requirements. These assurances and certifications are made by signing an assurances form that addresses various cross-cutting federal requirements, including those prohibiting unlawful discrimination. The applicable form typically is referenced in the program solicitation, and signed during the application process (electronically for most programs).

2.1 APPLICATION PROCESS

Office for Civil Rights: The DOJ Office for Civil Rights (OCR) ensures that recipients of financial assistance from OJP, OVW, and COPS Office comply with federal laws that prohibit discrimination in both employment and the delivery of services or benefits based on race, color, national origin, sex, religion, and disability. In addition, federal law prohibits recipients of federal financial assistance from discriminating on the basis of age in the delivery of services or benefits. Recipients of financial assistance from OVW are prohibited from discriminating on the basis of sexual orientation or gender identity, either in employment or in the delivery of services or benefits. For more information see the OCR website http://ojp.gov/about/offices/ocr.htm.

Discrimination findings: Additional responsibility in the event of a finding of discrimination:

- You must send a copy of the hearing findings to OCR.
- This responsibility will apply to you if you are a recipient of Federal funds and a Federal or State court or administrative agency finds through a due process hearing that you have, or a subrecipient or a contractor has, unlawfully discriminated.

Other civil rights requirements: Depending on the size of your organization, how much federal funding you receive, and the program under which you receive funds, you (and your subrecipients in certain cases) may be required to submit an Equal Employment Opportunity Plan to OCR. If you are awarded Federal funds, more specific information on civil rights compliance, including requirements regarding submission of Equal Employment Opportunity Plan will be provided in your award documents. For additional information see www.ojp.usdoj.gov/about/ocr/eeop.htm.

Intergovernmental Review

Intergovernmental review is a process described in Executive Order 12372 [PDF - 12 Kb], through which governments at the State and local levels coordinate in the review of proposed Federal financial assistance and direct Federal development.

For those DOJ grant programs that are subject to Executive Order 12372, applicants must access the Intergovernmental Review Single Point of Contact List ("SPOC List") to find out about and, as applicable, comply with the applicant's State process under Executive Order 12372. As part of the grant application process, to complete the SF-424, applicants must make the appropriate selection (and provide any required information) in response to the question, "Is Application Subject to Review by State Under Executive Order 12372 Process?"

You can determine whether the DOJ program to which you are applying is subject to Executive Order 12372 by looking in the notice of funding opportunity (program solicitation) or program announcement, by looking at the program's CFDA entry, or by contacting the DOJ awarding agency.

Application Submittal

Applicants for DOJ funding can submit applications online through either the federal grants portal Grants.Gov (www.grants.gov), the DOJ's Grants Management System (GMS) (https://grants.ojp.usdoj.gov), or the COPS Office Agency Portal (https://portal.cops.usdoj.gov). Each program solicitation will specify which system should be used for that program, and will contain detailed technical instructions on how to register with the system and apply for funding. Applicants for OJP and OVW formula/block funding, earmarked funding, and some continuation (supplemental) funding, are generally required to register and create a profile in GMS.

2.1 APPLICATION PROCESS

Applicants for competitive funding are generally required to register in Grants.Gov. It is best to register well in advance of the application deadline, as processing registration into these systems may take sometime (in most cases, approximately one week).

Most DOJ discretionary grant solicitations require, at a minimum, a number of elements. These generally include the Standard Form 424 (SF-424 - Application for Federal Assistance), a program narrative, budget detail worksheet and budget narrative. There also are a number of certifications that may be required, and other elements as specified in the program announcement.

▶ COPS OFFICE SPECIFIC TIP

The COPS Office might not require a budget detail worksheet with the application submittal process. Refer to the specific award program Application Guide.

ⓘ FINANCIAL MANAGEMENT TIP

- **Note regarding SF-424 question regarding determination of applicant type:** Applicants must specify what type of entity they are on the SF-424. Generally, applicants for DOJ grants are one of the following types of entities: States, units of local government, Indian tribes or units of tribal government, nonprofit organizations, for-profit organizations, institutions of higher education, and (in limited circumstances) individuals. It is possible to select other applicant types, as appropriate.

Application Review

DOJ awarding agencies are required to ensure that awards meet certain legislative, regulatory, and administrative requirements. This requires that each DOJ awarding agency review and assess each application to determine the following:

- The applicant is eligible for the specified program.
- The costs and activities in the application are for allowable, allocable, necessary, and reasonable costs.
- The applicant possesses the responsibility, financial management, fiscal integrity, and financial capability to administer Federal funds adequately and appropriately.

Applicant Type

Examples of types of applicants include, but are not limited to:

- Nonprofit organization – Some DOJ programs may require that an organization have 501(c)(3) status (as described in the U.S. Internal Revenue Code)
- For-profit organization (including organizations designated as small businesses)
- State
- Unit of local government
- Tribe

2.1 APPLICATION PROCESS

- Institution of higher education
- Courts
- Individuals (in limited circumstances)

Pre-Award Risk Assessment

DOJ is required to review and assess the potential risks presented by applicants for Federal grants prior to making an award (2 C.F.R. § 200.205). DOJ will use a variety of factors which may include financial capabilities and past performance in a risk-based approach. To facilitate part of the risk assessment, DOJ applicants (other than an individual) may be required to complete a questionnaire to assess their financial capability and submit it to DOJ before they can be approved for an award.

DOJ High-Risk Grantee Designations

The DOJ's High-Risk Grantee Designation Policy was formally approved on January 6, 2012, and was adopted by its three primary grant-making components: the Office of Justice Programs (OJP), the Office of Community Oriented Policing Services (COPS Office), and the Office on Violence Against Women (OVW). OJP's Office of Audit, Assessment, and Management (OAAM) is charged with administering the high-risk grantee process on behalf of DOJ. When an applicant is designated as high-risk by the OAAM, all DOJ grant-making components must consider the applicant as high-risk.

The purpose of the high-risk policy is to provide DOJ with a means of continuing to fund much needed criminal justice programs benefiting communities across the U.S., while maintaining proper stewardship of Federal funds and mitigating risk in the administration of DOJ-funded grant programs. It is important to note that high-risk grantees are not prohibited from applying for or receiving new awards from DOJ. However, high-risk grantees are managed and monitored closely, and any new awards these grantees receive are subject to additional restrictions, typically imposed through the inclusion of high-risk special conditions. Such conditions may be imposed not just at the beginning of a grant, but at any time throughout the period of the grant, if appropriate.

In general, a recipient may be designated as high-risk if any of the following apply to the recipient:

- Has a history of unsatisfactory performance;
- Is not financially stable;
- Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
- Has not conformed to the terms and conditions of previous awards; or
- Is otherwise not responsible.

Under DOJ's policy, recipients may be designated as high-risk automatically, or as a result of a referral to OAAM from sources such as a DOJ grant-making component or other federal grant-making organization.

2.1 APPLICATION PROCESS

- High-risk referrals can be made by any DOJ personnel who works with grants, and can result from a wide variety of reasons, including, but not limited to:
  - issues identified during grant programmatic or financial monitoring reviews, budget reviews, financial capability reviews, etc.;
  - concerns noted during the routine administration of grants;
  - audits/investigative issues;
  - complaints by recipient personnel, third parties, and/or the media, etc.
- Automatic high-risk designations are made by DOJ if any of the following conditions apply:
  - Recipient has audit reports with recommendation(s) that have been open for more than one year, and has not submitted documentation adequate to close the recommendation(s).
  - Recipient has not provided a corrective action plan to the DOJ within 105 days of transmission of the audit report to the recipient.
  - Recipient has audit reports with questioned costs in excess of $500,000 (regardless of the amount of time the audit report has been open).
  - Recipient has been referred to the Department of Treasury for collection because of their failure to timely repay funds owed on a DOJ award.
  - Recipient has been placed on the COPS Office Restricted Grantees List due to non-compliance with a previous COPS Office award(s).
  - Recipient has been recommended for government-wide suspension or debarment by a DOJ office or component.

If high-risk grantees do not comply with the additional conditions/restrictions imposed, or fail to make timely progress in addressing the issues that resulted in their high-risk designation, DOJ can consider more substantial sanctions, such as: freezing funds on current DOJ awards; termination of existing awards; barring the grantee from receiving future DOJ grants; and/or recommending the grantee for (nonprocurement) government-wide suspension or debarment.

Audit Issues

- DOJ may choose not to approve an applicant for an award if the applicant has an overdue audit report, an open audit report that has not been responded to, or if the applicant has not tried to resolve the issues identified in the audit.
- If you are not in compliance with audit requirements, your application for an award may be rejected, or your funds may be withheld until audit compliance is achieved.

Verification of Taxpayer Identification Number

- DOJ may verify the employer identification number (EIN) provided on the application.
- DOJ may assign a vendor number very similar to your EIN. This is done to ensure that a sub-agency within your government which receives awards directly will have a separate identifier from that of the parent agency.
  - For example, you are a State government and your EIN is 123456777. A police department within your government applies for and receives an award from DOJ, but since the EIN is the same, we assign them an DOJ vendor number of 123456778 so that we can identify them as a sub-agency within your government.

2.1 APPLICATION PROCESS

Review of Applicant Federal Debt

The SF-424 asks if the applicant is delinquent on any Federal debt.

- The applicant is the organization that is requesting Federal assistance, not the person who signs the application as the authorized representative of the organization.
- Federal debt includes delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Confirmation of Dun & Bradstreet Data Universal Numbering System Number

All recipients must have a Data Universal Numbering System (DUNS) number when applying for Federal awards and cooperative agreements (initial or supplemental awards) (2 C.F.R. Part 25 - Universal Identifier and System of Award Management).

- As an organization, you can obtain a DUNS number at no cost by calling the toll-free DUNS number request line at 1-866-705-5711.
- Individuals who apply for grant awards or cooperative agreements from the Federal Government are exempt from this requirement.

Confirmation of Listing in System for Award Management

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of the Central Contractor Registration (CCR), Federal Agency Registration (FedReg), the Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). It became operational in August 2012. Recipients must have registered their DUNS in www.SAM.gov in order to receive an award.

- SAM collects, validates, stores, and disseminates data on organizations to help agencies in their acquisition missions, including Federal agency contract and assistance awards. The term "assistance awards" includes grants, cooperative agreements, and other forms of Federal assistance.
- You must update or renew your registration at least once per year to maintain an active status. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to the expiration of the record.
- To update or renew your entity record(s) in SAM, you will need to create a SAM User Account and link it to your migrated (existing) entity records.
- It takes 2 to 3 days for SAM to complete record updates. You will be notified via email when the process is complete and your record is active in SAM.
- If your organization is new to doing business with the Federal Government, the initial registration in SAM takes up to 5 days to become active. Registration with SAM requires a DUNS number and your entity's Tax ID number (TIN).
- Your organization must maintain an "active" registration in www.SAM.gov for the entire period of your award.

Financial Analysis

DOJ will complete a financial review of your grant application to ensure that you are financially capable and have the financial integrity to administer Federal funds. As part of this review, each grant-making component will take all of the following steps:

2.1 APPLICATION PROCESS

- Perform a cost analysis of your project.
  - Obtain cost breakdowns, verify cost data, evaluate specific elements of cost, and examine data to determine the necessity, reasonableness, allowability, allocability, and appropriateness of your proposed cost.
- Review your current indirect cost rates approved by DOJ or rates approved by other Federal agencies.
  - If your indirect cost rate has expired, you must either renegotiate the rate or you may request a one-time extension from your cognizant Federal agency. The negotiated cost rate may be extended for up to four years. Once the cognizant agency has approved your extension, you must abide by the rate for the agreed-upon time period. No further negotiations regarding indirect cost rates may occur until the extension has expired. At the end of the extension period you must negotiate a new indirect cost rate. Subsequent one-time extensions for up to four years are permitted if a renegotiation is completed between each extension request.
  - If you are a non-Federal entity and have never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 2 C.F.R. Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, you may elect to negotiate a rate or charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely.
- Determine the adequacy of your accounting system and operations to ensure that Federal funds, if awarded, will be expended in a reasonable manner.
  - If you are a non-Federal entity and you have not received an award within the past 3 years, then an additional financial review may be required.
- Review the status of any Federal debt that you may have to ensure you are not delinquent, and other prescreening information, including checking SAM to ensure your organization is not suspended or debarred from receiving Federal funds.

Certifications

DOJ requires all award applicants to certify certain conditions prior to submitting an application or before accepting an award. In order to comply with the certification requirements provided in the common rules, OJP/OVW applicants must complete and submit Form 4061/6 [PDF - 17 kb] entitled "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.; and Coordination with Affected Agencies." For the COPS Office applicants must complete and submit the "COPS Office Certification" entitled "Certification Regarding Lobby; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies."

Debarment and Suspension Certification

Debarment and suspension certification requires that agencies establish and implement procedures to ensure that Federal assistance is not awarded to entities that are prohibited from receiving Federal funds. Those procedures should include a review of information in SAM regarding exclusion status. Such procedures help the Federal government and recipients to conduct business only with responsible persons.

- This certification must be completed and submitted to each grant-making component during the application review process.
- The Government-wide guidelines for debarment and suspension are codified in 2 C.F.R. Part 180. DOJ, via 2 C.F.R. Part 2867, adopts the OMB guidance in subparts A through I of Title 2 C.F.R. Part 180, as

supplemented by 2 C.F.R. Part 2867, as its policies and procedures for nonprocurement debarment and suspension.

- Debarment or suspension of a participant in a program by one agency has a Government-wide effect.

Responsibilities for prospective block/formula recipients:

- If you are applying for this type of grant award, then you are not required to submit this certification.
- However, you are responsible for monitoring subrecipient submissions of the OJP Form 4061/1,"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions (Sub-Recipient)," and for maintaining these submissions at the State level.

Responsibilities for individuals or corporations with critical influence or high levels of control over the prospective award:

- If you fall into this category, then you must complete OJP Form 4061/6 [PDF - 17 kb] (or a similar form).
- You will be responsible for monitoring the submission and maintaining the official subrecipient certifications.
- Subrecipients are not required to complete certification if their subaward is less than $100,000.

Drug-Free Workplace Certification

All applicants must meet the requirements in Title 28 C.F.R. Part 83 in order to receive Federal funds. Title 28 C.F.R. Part 83 implements the statutory requirements of the Drug-Free Workplace Act of 1988.

If you are applying for a Federal award, you must certify that you will maintain a drug-free workplace. If you make a false certification, you are subject to suspension, termination, and debarment. All applicants are required to certify, regardless of award amount.

Additional requirements:

- Direct recipients of Federal discretionary awards must certify that they will comply with the Drug-Free Workplace Act of 1988.
- State agencies that administer block/formula awards:
  - Must submit this certification to the awarding agency.
  - Must obtain certification from each State agency that is subawarded funds.
  - If the subrecipient is not a State agency, it is not required to submit the certification.
- Applicants with more than one prospective award are required to submit a certification for each award.
- There is one exception to the rule: a State, including a State agency, may submit a single annual certification to each awarding agency rather than one for each award.

There are different certifications for individuals and organizations:

- If you are an **individual**, you must certify that you will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting any activity with the award.
- If you are an **organization,** you must certify that you will provide a drug-free workplace by ensuring the

following:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or uses of a controlled substance are prohibited in your workplace and specify that actions will be taken against employees for violation of such prohibition.
- Establish a drug-free awareness program to make employees aware of:
  - The dangers of drug abuse in the workplace;
  - Your policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Require that each employee engaged in the performance of the award be given a copy of the employer's statement about drugs in the workplace.
- Notify the employee that, as a condition of employment under the award, he or she must:
  - Abide by the terms of the statement; and
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than 5 days after such conviction.
- Notify the awarding agency within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- Take one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
  - Take appropriate personnel action against such an employee, up to and including termination; or
  - Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Lobbying Certification

You must complete this certification prior to submitting an application or before accepting an award. You can find guidance on lobbying certification and restrictions in Title 28 C.F.R. Part 69. These restrictions on lobbying apply to all recipients and subrecipients.

Additional restrictions on lobbying applicable to all recipients and subrecipients are:

- 18 United States Code (U.S.C) 1913
- Interim Financial Guidance for New Restrictions on Lobbying [PDF - 34 Kb]
- Lobbying Disclosure Act of 1995

In addition to the restrictions above, you are required to adhere to restrictions on lobbying included in 31 U.S.C. § 1352. These restrictions include the following:

- If you have a Federal grant, cooperative agreement, or contract, you cannot use Federal funds to pay a 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 any of the following covered Federal actions:
  - The awarding of any Federal contract;

2.1 APPLICATION PROCESS

- The making of any Federal grant;
- The entering into of any cooperative agreement;
- The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

- Individuals who receive an initial Federal grant, contract, or cooperative agreement of more than $100,000, must submit a Lobbying Certification to that awarding agency certifying that:
  - You have not made and will not make any payment for a lobbying activity;
  - If you have used or will use non-Federal funds to pay anyone for lobbying activities, then you will submit a Disclosure of Lobbying Activities form;
  - The information from this certification will be included in your award documents for all subawards at all tiers (including subcontracts, subawards and contracts under awards, and cooperative agreements), and all of your subrecipients must provide certification and disclosure;
  - You will submit the disclosure form to the awarding agency;
  - You or your subrecipient is responsible for reporting lobbying activities of your/its employees if the employee's tenure is less than 130 working days within 1 year immediately preceding the date of your or your subrecipient's application or proposal submission; and
  - If you are a subrecipient who requests or receives Federal funds exceeding $100,000 you will submit a certification and a disclosure form to your awarding agency.

All certifications will be maintained by the awarding agency and all disclosure forms will be forwarded from tier to tier until received by DOJ.

The disclosure form must contain the following information:

- Name and address of reporting entity;
- Federal program name;
- Federal award number;
- Federal award amount;
- Name and address of lobbying registrant.

If an event occurs that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed, then you must file a disclosure form at the end of each quarter. We provide examples of such events below:

- A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action.
- A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action.
- A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Penalties and enforcement of lobbying restrictions will be as follows:

- If you make an expenditure prohibited by the new restrictions on lobbying you will be subject to a civil penalty of $10,000 to $100,000 for each expenditure.

- If you fail to file or amend the disclosure form as required, you will be subject to a civil penalty of $10,000 to $100,000 for each such failure.

See Chapter 13: Unallowable Costs for cost restrictions relating to lobbying.

Seat Belt Use by Government Contractors, Subcontractors, and Grantees

If you are a Federal Government contractor, subcontractor, award recipient, or subrecipient, you are encouraged to enforce policies that require employees, contractors, or subrecipients to wear seat belts when driving company-owned, rented, or personal vehicles while they are on the job. For the Federal policy on seat belt use, refer to the Highway Safety Act.

Text Messaging While Driving by Government Contractors, Subcontractors, Award Recipients, and Subrecipients

If you are a Federal Government contractor, subcontractor, award recipient, or subrecipient, you are encouraged to enforce policies that ban text messaging while driving company-owned, rented, or Government-owned vehicles; while driving privately owned vehicles when on official Government business; or when performing any work for or on behalf of the Government. For more on this topic, see the Federal policy on reducing text messaging while driving [PDF - 57 Kb].

Tribal Eligibility—Government Discount Airfare

If you are a tribal organization carrying out a contract, grant, or cooperative agreement, you are eligible to have access to Federal sources of supply, including lodging providers, airlines, and other transportation providers.

Section 201(a) of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. 481(a), indicates that employees of tribal organizations are eligible to have access to sources of supply on the same basis as employees of an executive agency if a request is made by the tribal organization.

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

Award Notification and Acceptance Procedures

Your application has gone through the review process and you have just been approved for an award. The next step in this process is award notification. Here are the details:

- The Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW) send award notifications by email through the Grants Management System (GMS) to the individuals listed in the application as the point of contact and the authorizing official.
- GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.
- The email notification includes detailed instructions on how to access and view the award documents and how to accept the award in GMS.
- The Office of Community Oriented Policing Services (COPS Office) sends award notifications by email to the law enforcement and government executives (and financial official if applicable) listed in the application.
- The email notification contains information on how to access and view the award on the COPS Agency Portal.
- The COPS Office provides detailed instructions for accepting the award in the COPS Grant and Award Owner's Manuals available through the COPS Office website.

The award document serves as the official document binding the recipient and DOJ to the grant agreement. A sample award document is included in Appendix I. It includes the name of the recipient, project title, award period, budget period, type of Federal funds (awards and cooperative agreements), amount of Federal funds, award number, and special conditions that must be met during the award period.

☑ ACTION ITEM

You have 45 days from the award date to accept the OJP or OVW award document or the award may be rescinded. The COPS Office awards have a 90-day acceptance time frame.

To accept an award from OJP or OVW, you must log into GMS and designate a Financial Point of Contact (FPOC). You can find instructions for designating a FPOC in the GMS User Guide.

Here are some important points about the FPOC:

- The FPOC must be the individual(s) the recipient has designated as responsible for the financial administration of the award.
- He or she may be the same as the Principal Point of Contact (PPOC). Alternatively, the FPOC may be one or more separate individuals designated by the recipient.
- The designation of the FPOC must be completed in GMS before the award acceptance documents can be printed.

Once the FPOC has been designated, recipients should:

- Print and read the award document carefully.
- Have the award document signed and dated by the authorized recipient official designated in the application

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

to indicate full acceptance of all terms and conditions. The name of this person is preprinted on the award document. An electronic signature will not be accepted.

- The authorized recipient official should also initial the bottom right corner of each page of the special conditions to signify agreement.

To accept an award from the COPS Office, you must log into the COPS Agency Portal, located on the *Account Access* tab on the COPS Office website at www.cops.usdoj.gov, to retrieve the award package. Follow the instructions for accepting and signing your award.

FINANCIAL MANAGEMENT TIP

- For OJP or OVW, if the name of the person accepting the award is not the name preprinted on the award document, then the recipient must submit a Grant Adjustment Notice (GAN) to explain the reason for the change. Submission of the GAN is done through the GMS. The award acceptance document will be rejected if it is signed by anyone other than the authorizing recipient official named on the award document unless a GAN has been approved.
- If the signature on the award document is not legible enough to tell that the signature is that of the authorized recipient official, it will delay final award document acceptance, and may even cause rejection of the award document.
- For the COPS Office, if the name of the person accepting the award is not the name preprinted on the award document, then the recipient will need to submit a Change of Information in the COPS Agency Portal and notify their program manager or grant program specialist, who will regenerate the award document.

Do not make any changes to the award document! Doing so will make it null and void.

To accept an OJP award, the signed award document and the special conditions should be submitted to the OCFO Control Desk using any of the following methods:

- Email a scanned copy to acceptance@usdoj.gov
- Toll-free fax to 866-388-3055
- Local fax (Washington, DC) to 202-354-4081
- Alternate fax to 202-353-8475

To accept an OVW award, the signed award document and the special conditions should be submitted by using one of the following methods:

- Email a scanned copy to OVW.Acceptance@usdoj.gov
- Fax to 202-514-7045

To accept an award from the COPS Office, the signed award document and the special conditions must be

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

signed electronically in the COPS Agency Portal.

ACTION ITEM

Select **only one** submission method to avoid duplicate submissions. The original signed award document should be retained by the award recipient in its official award file.

If you decide to not accept the award, please contact your program manager to discuss the reasons for this decision. No Federal funds will be disbursed to a recipient until DOJ has received the signed award document indicating acceptance of the award and all special conditions.

FINANCIAL MANAGEMENT TIP

You may direct questions concerning award notification and acceptance to the appropriate DOJ contact(s).

Special Conditions

Special conditions are terms and conditions that are included with your award. Special conditions may include additional requirements covering areas such as programmatic and financial reporting, prohibited uses of Federal funds, consultant rates, changes in key personnel, and proper disposition of program income.

Some special conditions may be based on the program or the nature of the award itself. Regardless of the program office or the award, there are several mandatory special conditions that you will have with any DOJ award. A list of all the mandatory special conditions for each DOJ grant-making component is available at the following links:

- OJP – http://ojp.gov/funding/Explore/SolicitationRequirements/MandatoryTermsConditions.htm
- OVW – http://www.justice.gov/ovw/grantees
- The COPS Office – standard award conditions are available in the Grant Owner's Manual or Award Owner's Manual on the COPS Office website.

FINANCIAL MANAGEMENT TIP

Failure to comply with special conditions may result in withholding of funds, suspension, or termination, as appropriate.

The recipient must complete and keep on file, as appropriate in accordance with Federal law, the U.S. Citizenship and Immigration Services' Employment Eligibility Verification Form I-9 for individuals working on the award. This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

Federal Obligation Process

When you are approved for an award, the Federal agency that is granting you the award will reserve (set aside) the amount of the money provided under the award and record the obligation in its accounting system. Any funds or monies that are set-aside funds are reserved against the award until you and the subrecipient spend all of these funds.

If the funds are not used within statutory or other time limits, the funds that were set aside will revert back to DOJ or the awarding agency through de-obligation of the unused balance.

Funding process:

- On the award date, you are notified of award approval and obligation, as described previously.
- Once you accept the award, in order for you to receive payment of funds obligated in DOJ's accounting system, you must be in compliance with the special conditions listed in the award document. You also must be in compliance with all reporting requirements.
- All recipients are required to submit the SF-425 (also known as the Federal Financial Report or FFR) for each award on a quarterly basis for the life of the grant. A copy of the FFR is located in Appendix II.
- All recipients are required to submit performance/progress reports. Recipients should review their award conditions to determine the frequency.
- Funds will not be disbursed if reports are delinquent.

FINANCIAL MANAGEMENT TIP

If the award date is after the start date of the award period, the first FFR submitted to DOJ should cover the time period from the actual start date of the award to the end of the calendar quarter. Recipients will be required to submit FFRs for all due dates which have passed upon acceptance of the award. For example, an award's period of performance is October 1, 2015 to September 30,2016. The recipient is awarded the grant on October 20, 2015. The first FFR covers the period from October 1, 2015 to December 31, 2015, even if the accounting system will only show activity from October 20, 2015 to December 31, 2015.

Automated Clearinghouse Enrollment

Before you can start drawing down and spending your money, you must complete and submit an Automated Clearinghouse (ACH) form. This form will have your banking information on it, which enables your award funds to be electronically transferred into your bank account.

ACTION ITEM

The completed ACH form you are required to submit must have the original signature of the authorized official of your financial institution. You can find the ACH form at http://ojp.gov/funding/Apply/Resources/ACHVendor.pdf, along with instructions on where to submit the original, signed document.

2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

The U.S. Department of the Treasury uses the ACH information to transmit payment data using electronic funds transfer to the recipient's designated financial institution. Payments cannot be made without a current, valid, and complete ACH form on file.

Chapter 3.1 of this *Guide* provides additional information on payments and the Grants Payment Request System (GPRS).

FINANCIAL MANAGEMENT TIP

If you have an active award, you do not have to submit a new ACH form for each new award. However, if you would like to revise your current banking information, a new ACH form must be submitted.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Accounting System

All recipients and subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. You should keep detailed accounting records and documentation to track all of the following information:

- Federal funds awarded
- Federal funds drawn down
- Matching funds of State, local, and private organizations, when applicable
- Program income
- Subawards (amount, purpose, award conditions, and current status)
- Contracts expensed against the award
- Expenditures

Please consult Subpart D of 2 C.F.R. Part 200, including 2 C.F.R. § 200.302, for more information.

▶ OJP SPECIFIC TIP

For the OVC Victim Compensation Program, there is no financial requirement to identify the source of ***individual payments*** to crime victims as either federal or state dollars, nor is there any requirement that restitution recoveries or other refunds be tracked to federal or state dollars paid out to victims. However, the state agency administering funds under this program must have in place an adequate accounting system to capture and track all financial transactions related to the victim compensation grant; and upon request, must provide authorized representatives with access to and the right to examine all records, books, paper or documents related to the victim compensation grant per the VOCA Victim Compensation Program Guidelines – 66 Fed. Reg. 27158 (May 16, 2001), Sections V.G and IX.A.

What Is An Adequate Accounting System?

- An adequate accounting system can be used to generate reports required by award and Federal regulations. Your system must support all of the following:
  - Financial reporting that is accurate, current, complete, and compliant with all financial reporting requirements of your award or subaward.
  - If you are a recipient, establishment of reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.
  - Accounting systems should be able to account for award funds separately (no commingling of funds).
- An adequate accounting system allows you to maintain documentation to support all receipts and expenditures and obligations of Federal funds.
- An adequate accounting system collects and reports financial data for planning, controlling, measuring, and evaluating direct and indirect costs.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

- Your system should have all of the following capabilities:
  - **Internal control.** Your system should allow you to exercise effective control and accountability for all grant and subgrant cash, real and personal property, and other assets. As a recipient or subrecipient, you must adequately safeguard all such property and assure that it is used solely for authorized purposes. Please consult 2 C.F.R. § 200.303 for additional information.
  - **Budget control.** Your system should let you compare actual expenditures or outlays with budgeted amounts for each award and subaward. It also must relate financial information to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the award or subaward agreement.
  - **Allowable cost.** Your system should support you in making sure that you follow Federal cost principles, agency program regulations, and the terms of grant and subgrant agreements in determining the reasonableness, allowability, and allocability of costs.
  - **Source documentation.** Your system should require you to support accounting records with source documentation (e.g., canceled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents).
  - **Cash management.** An adequate system will require you to follow procedures for minimizing the time between the transfer of funds from the U.S. Department of the Treasury and disbursement by recipients and subrecipients whenever advance payment procedures are used. Also, when advances are made by electronic funds transfer, or EFT methods, your system should help you as the recipient to make draw downs as close as possible to the time of making disbursements.
  - **Subrecipient monitoring support.** Your system should involve monitoring of cash draw downs by subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to you as the direct recipient.
- An adequate accounting system for a recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The adequacy of your financial management system may be reviewed as part of the application process or at any time subsequent to the award. For additional information see Subpart D of 2 C.F.R. Part 200.

Block/Formula and Discretionary Awards

To properly account for all awards, recipients should establish and maintain program accounts which will enable separate identification and accounting for:

- Block and formula grant funds expended through subrecipients
- Formula funds utilized to develop a State plan and to pay that portion of expenditures necessary for administration
- Receipt and disposition of all funds (including program income)
- Funds applied to each budget category included within the approved award
- Expenditures governed by any special and general provisions
- Non-Federal matching contribution, if required

For additional information see Subpart D of 2 C.F.R. Part 200.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Total Project Cost Budgeting and Accounting

To ensure adequate fiscal administration, accounting, and auditability of all Federal funds received, your records should be established using the Federal agency "total project cost". This includes all of the following types of funding sources:

- Federal funds
- State funds
- Match
- Program income
- Any other funds received for the program

You should submit budgets based upon the total estimated costs for the project including all funding sources. List anticipated expenditures according to the funding source from which they will be paid. The example below displays one sheet of a sample budget; additional back-up pages will further break out personnel and other costs, as well as the anticipated source(s) for match and program income.

Budget Categories	Federal Award	Non-Federal Amount	Total
Personnel/Direct Labor	$69,732	$22,145	$91,877
Fringe @ 33% Actual	$23,012	$7,308	$30,320
Subtotal	**$92,744**	**$29,453**	**$122,197**
Travel	$4,620	—	$4,620
Equipment	—	—	—
Supplies	$2,970	—	$2,970
Consultants/Contracts	$4,000	—	$4,000
Other	$2,618	—	$2,618
Total Direct Costs	$106,952	$29,453	$136,405
	—	—	—
Indirect @ 10% Modified Direct Costs (MTDC)	$10,695	$2,945	$13,640
Total Project Costs	**$117,647**	**$32,398**	**$150,045**

Commingling of Funds

Although Federal regulations do not require physical segregation of cash deposits, the accounting systems of all recipients and subrecipients must ensure that agency funds are not commingled with funds from other Federal or private agencies.

- You must account for each award separately.
- Recipients and subrecipients are prohibited from commingling funds on either a program-by-program or project-by-project basis.
- Funds specifically budgeted and/or received for one project may not be used to support another.
- If your automated general ledger accounting system cannot comply with this requirement, you should establish a system to adequately track funds according to each budget category.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

FINANCIAL MANAGEMENT TIP

Some programs, such as the Justice Assistance Grant program, require the deposit of funds into a trust fund. In addition, sometimes a high-risk designation will require a recipient to segregate awards into separate bank accounts.

If your accounting system does not make it possible to identify funds and expenditures with a particular program (with the identification supported by source documentation), a site visit or an audit of that program may result in those costs being questioned or disallowed.

Recipient and Subrecipient Accounting Responsibilities

Direct recipients must have established written policies on subrecipient monitoring (2 C.F.R. § 200.331).

Reviewing Financial Operations

- Direct recipients should be familiar with, and periodically monitor, their subrecipients' financial operations, records, systems, and procedures.
- As a recipient, you should direct particular attention to the subrecipient's maintenance of current financial data.
- Please refer to Chapter 3.14 for additional information about subrecipient monitoring.

Recording Financial Activities

- The recipient should record in its financial records in summary form the subrecipient's award or contract obligation, as well as cash advances and other financial activities.
- The recipient should record in its records the expenditures of its subrecipients. Alternatively the subrecipient may file report forms for tracking of its financial activities.
- Non-Federal contributions applied to programs or projects by subrecipients should likewise be recorded, as should any program income resulting from program operations.

Budgeting and Budget Review

- The recipient should ensure that each subrecipient prepares an adequate budget on which its award commitment will be based.
- The detail of each project budget should be kept on file by the recipient.

Accounting for Non-Federal Contributions

- Non-Federal contributions may include in-kind services (donated services such as volunteered time) or cash.
- Recipients should ensure that the requirements, limitations, and regulations pertinent to non-Federal contributions are applied.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Ensuring that Subrecipients Meet Audit Requirements

- Recipients must ensure that subrecipients have met the necessary audit requirements contained in this *Guide* (see Chapter 3.19: Audit Requirements).

For additional information, see 2 C.F.R. § 200.331(f).

Reporting Irregularities

- Recipients and their subrecipients are responsible for promptly notifying the awarding agency and the Federal cognizant audit agency of any illegal acts, irregularities, and/or proposed or actual actions.
- Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
- Please notify the appropriate DOJ awarding agency of any irregularities that occur.

Avoiding Business with Debarred and Suspended Organizations

- Recipients and subrecipients must not award or permit any award at any level to any party which is debarred or suspended from participation in Federal assistance programs.

For details regarding debarment procedures, see the government-wide guidelines for debarment and suspension codified in 2 C.F.R. Part 180, and 2 C.F.R. Part 2867, which adopts the OMB guidance in subparts A through I of Title 2 C.F.R .Part 180, as supplemented by Title 2 Part 2867, as the DOJ policies and procedures for nonprocurement debarment and suspension.

Bonding

- The awarding agency may require adequate fidelity bond coverage where a recipient lacks sufficient coverage to protect the Federal Government interest (see 2 C.F.R. § 200.304).

Contracting with Small and Minority Businesses

Consistent with the national goal of expanding the opportunities for women-owned and minority-owned business enterprises, recipients must take all necessary affirmative steps to ensure that women's business enterprises, minority businesses and labor surplus area firms are used when possible. For more information see 2 C.F.R. § 200.321.

Supplanting

Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose.

- Supplanting will be reviewed during the application process, post-award monitoring, and audit.
- If reviewers think that supplanting may have occurred, then the applicant or recipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
- For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds.

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Example

To help clarify the difference between supplementing and supplanting, we provide the following example:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

▶ COPS OFFICE SPECIFIC TIP

For COPS hiring grant programs it is also important to track reductions-in-force and vacancies of locally budgeted positions during the grant award implementation.

Reduction-in-Force – Contact the COPS Office for guidance.

Vacancies – Maintain job announcements and other documentation that demonstrates your agency took active and timely steps to backfill locally funded positions. As a general rule, when both locally budgeted vacancies and COPS funded positions are vacant, hire officers on a 1:1 ratio. Example: hire one COPS funded position for each local position hired to avoid potential supplanting issues and to help ensure timely implementation of the COPS hiring grant.

☑ ACTION ITEM

Where the conduct of a program or one of its components is delegated to a subrecipient, the direct recipient is responsible for all aspects of the program including proper accounting and financial recordkeeping by the subrecipient. The recipient is responsible for the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding of expenditures disallowed by audits.

3.1 PAYMENTS

Using the Grant Payment Request System

Frequently Asked Questions	
Q	What is meant by the term "draw down"?
A	"Draw down" is the term used to describe the process when a recipient requests and receives money under an award agreement.
Q	How does the money reach our organization?
A	Electronic funds transfer from the U.S. Department of the Treasury based on the information you provided on the Automated Clearinghouse (ACH) form.
Q	How do I request payment for my organization's award?
A	Through the Grant Payment Request System, or GPRS.
Q	I tried to draw down funds but the system will not let me. What do I do?
A	We suggest that you follow up in one or more of the following ways: • Check for any error messages you may have received in GPRS and document the error message. Sometimes minor data entry errors will cause error messages. Also, if you need to call Customer Service, having the error messages will assist us in determining how to resolve your issues. • Check to see if all award special conditions, including high-risk special conditions, if applicable, have been met. Many special conditions lead to the withholding of funds until the conditions have been met and cleared through either a Grant Adjustment Notice (GAN) or program manager for COPS Office awards. • Check to see that all Federal Financial Reports (FFRs) and Progress Reports have been submitted. The system has automatic verification features in place that prevent drawdowns if all the required reports have not been submitted. • Call Customer Service.
Q	What if I am not a Financial Point of Contact (FPOC) in the Grants Management System (GMS)? Can I still register for GPRS?
A	No. You must first register in GMS as an FPOC. (Not applicable to COPS Office awards).
Q	How do I register as a FPOC in GMS?
A	Please go to the GMS website at https://grants.ojp.usdoj.gov/gmsexternal to register. Also visit Chapter 2.2: Acceptance of Award and Award Conditions for additional information.

GPRS is the method for requesting payment of award funds. It is an online system that allows you to view your active award balances and history of drawdowns to date. You can access GPRS at https://grants.ojp.usdoj.gov/gprs. The GPRS User Guide [PDF - 2.05 MB] provides information on using GPRS.

Some benefits of the GPRS:

- Ability to view and print a transaction history for an award
- Summary of award information
- Award amount
- Hold amounts
- Last submission of Standard Form 425 (SF-425)
- Ability to cancel pending payment request
- Secure individual login

3.1 PAYMENTS

The username and password used to access GPRS will vary based on the Federal organization that issued your award.

If your award was issued by the Office of Justice Programs (OJP) or the Office on Violence Against Women (OVW), only user(s) within your organization that have been designated as the FPOC for the award in GMS may access GPRS.

- To log in and submit payment requests, the FPOC must first register in GPRS.
- To complete the GPRS registration, the FPOC will need their GMS username and password.
- Once the registration has been successfully submitted, the information will be verified against GMS.
- During this time, the FPOC will not be able to log into GPRS until receipt of an email from GPRS approving his or her access.
- After the FPOC receives the approval email, he or she may log into GPRS using his or her existing GMS username and password.

If your award was issued by the Office of Community Oriented Policing Services (COPS) and you have received a preregistration email from GPRS, then you may log-in to GPRS using the username and temporary password provided in the email. If you have not received a preregistration email, then the person(s) within your organization responsible for payment requests must register in GPRS.

- To register in GPRS for COPS Office awards, you will need to enter the following:
  - A unique username and response to a secret question
  - Name and contact information
  - Vendor number found through the COPS Office Agency Portal
- You must also indicate the awards to which you wish to have access for submitting payment requests.
  Note: You will only be able to submit payment requests for the COPS Office awards selected.
- Once the registration has been successfully submitted, the user and award information will be verified by the COPS Office. During this time, you will not be able to log into GPRS until you receive an approval email from GPRS with your login information. The approval email will also list the COPS Office awards to which you have been given access. If access was denied for any award selected during registration, the rejection reason will be included in the GPRS email.
- After you receive the approval email, you must log into GPRS using the username and temporary password provided in the email within 72 hours and change your temporary password to a permanent password of your choice.

FINANCIAL MANAGEMENT TIP

Recipients with both OJP/OVW and COPS Office awards will be required to maintain two separate accounts in GPRS.

If you have any questions on GPRS, please contact the appropriate grant-making component.

3.1 PAYMENTS

Payment Transaction Timeline

Top Ten Tips for the GPRS Process	
1	Make sure the grant award document has been signed and returned.
2	Be current on all required reports (i.e., FFRs, Progress, etc.).
3	Make sure all special conditions affecting payment have been met.
4	Make sure a signed ACH Enrollment form with current banking information has been submitted.
5	If registering with OJP/OVW, you must be the FPOC in GMS, and have your GMS login ID and password.
6	If registering with the COPS Office, you must provide your assigned vendor number and select the award number(s) you want access to.
7	Know if you are requesting an advance or reimbursement (advances must be spent within 10 days of receipt).
8	Confirm your expenditure dates (the funding request cannot overlap dates used previously).
9	Know the amount you are requesting.
10	Pay attention to any error messages.

The GPRS process and timeline for payment transactions is as follows:

- Awardees access GPRS via the web to request payment of funds.
- Once you have made a request, GPRS checks several items, including but not limited to:
  - Whether funds are available to be drawn on the award;
  - Whether all withholding special conditions have been met; and
  - Whether all required reports have been filed.
- Once GPRS has approved the payment, the information is transmitted to the U.S. Department of the Treasury (Treasury).
- Payment is electronically deposited into your organization's bank account, typically within 72 hours.

The Debt Collection Improvement Act of 1996 states that all eligible recipients of Federal payments must receive funds electronically. In addition to the payment, the bank also receives what is called an addendum record.

The Treasury uses ACH information to transmit payment data using electronic funds transfer to the recipient's designated financial institution. Without a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than $10 million.

If you have a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than $100 million. For questions regarding ACH information on file with DOJ, please contact the OCFO Customer Service Center at 1-800-458-0786 or by email at ask.ocfo@usdoj.gov.

In order to properly close out our books at the end of each month, DOJ does not process payment requests during the month's last 5 business days.

3.1 PAYMENTS

FINANCIAL MANAGEMENT TIP

- Treasury will deposit payments into the bank account designated by your signed and filed ACH form.
- Remember that your FFR and Progress Reports must be current in order to draw down funds.

ACTION ITEM

- Please contact your bank to arrange access to addendum records for your account.
- DOJ strongly suggests that recipients make payment requests before the last 5 working days of each month.
- At the end of the award period, please request draw down for any allowable expenses within 90 days!

Understanding the Withholding of Funds

Under certain circumstances, a grant recipient may be unable to access or draw down funds on an award. The awarding agency may withhold funds from your organization if any of the following conditions exist:

- Program or project goals have not been timely met.
- You have drawn down cash in excess of immediate needs for disbursement.
- Award special conditions or guidelines have not been met.
- Programmatic/financial monitoring, Office of the Inspector General Audits, or single audits revealed serious concerns regarding the administration of the award, subawards, or contracts.
- FFRs, Progress Reports, and/or Audit Reports have not been submitted by the due date.
- You have not initiated closeout of the award within 90 days of the end of the project period.
- You have been designated as a DOJ high-risk grantee.

Draw Only What is Needed

Your organization should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated.

You should time your draw down requests to ensure that Federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within 10 days. If the funds are not spent or disbursed within 10 days, you must return them to the awarding agency.

Fund requests from subrecipients create a continuing cash demand on award balances of the recipient. Recipients should keep in mind that idle funds in the hands of subrecipients will impair the goals of effective cash management.

3.1 PAYMENTS

You should develop written procedures for cash management of funds to ensure that Federal cash on hand is kept at or near zero. DOJ periodically conducts financial reviews to ensure that this requirement is met.

▶ OJP SPECIFIC TIP

A few block grant programs may be drawn down or paid out in a lump sum. Program examples include the Byrne Justice Assistance Grant [JAG] Program, Juvenile Accountability Block Grant [JABG] Program, and State Criminal Alien Assistance Program [SCAAP] awards.

Managing Interest Earned

Both you and your subrecipients should minimize the time elapsed between receiving Federal funds and the disbursement of those funds to pay for program expenses. Various laws and regulations affect how you should account for, use, and return interest income earned on Federal funds to the Federal Government.

Interest earned amounts up to $500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by financial institutions) to assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF, or another federal agency payment system. Please refer to the How to Manage Interest Income table at the end of this chapter for remittance instructions.

Understanding the Cash Management Improvement Act of 1990

The Cash Management Improvement Act of 1990 (Public Law No. 101-453) was an amendment to the Intergovernmental Cooperation Act of 1968 (31 USC § 6503). Under the CMIA, States are no longer exempt from returning interest to the Federal Government for drawing down funds prior to the need to pay off obligations incurred. Rather, States are required to pay interest in the event that the State draws down funds before the funds are needed to pay for program expenses.

Recipients and subrecipients that administer confidential funds may establish different procedures for administering confidential funds to provide quick access to funds to meet the needs of the project. Written policies and procedures must be in place to address confidential funds. Chapter 3.12: OJP's Confidential Funds defines and discusses confidential funds.

The Cash Management Improvement Act of 1990 and other laws will have different impacts on different kinds of award recipients.

3.1 PAYMENTS

How to Manage Interest Income

Award Type	Regulatory Reference	How to Manage Interest Income	Where to Send Interest Income
Non Federal Entities			
All Entities	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503.	Up to $500 in interest may be retained for administrative purposes. Return interest income in excess of $500.	U.S. Department of Health and Human Services. For ACH Returns: RN: 051036706 Acct. #: 303000 Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN For FedWire Returns: RN: 021030004 Acct. #: 75010501 Bank Name and Location: Federal Reserve Bank Treasury NYC/Funds Transfer Division New York, NY (Organizations may incur a charge for this time of payment) Non electronic remittance capability / make check payable to: The Department of Health and Human Services HHS Program Support Center P.O. Box 530231 Atlanta, GA 30353-0231
JAG JABG (OJP only)	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503–42 U.S.C. 3757.	Account for and report as program income. Use for program purposes. Return unused interest income.	Office of Justice Programs Office of the Chief Financial Officer Attn: Accounting Control Branch Washington, D.C. 20531

3.2 PERIOD OF AVAILABILITY OF FUNDS

Availability of Funds

The Department of Justice (DOJ) makes awards for a specified period of time, usually referred to as the award or project period. The award period is established for each award and is included in your award document. Award periods generally range from 12 to 36 months (the period can be shorter or longer depending on the specific program). You should review your award document in detail and pay particular attention to the project start and end dates. In some cases, award periods may be extended if specific criteria are met. See the discussion of no-cost extensions in the Criteria for Award Extension section for more information.

▶ OJP SPECIFIC TIP

Some block/formula awards administered by the Bureau of Justice Assistance (BJA) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) are awarded for the Federal fiscal year of the appropriation plus two additional Federal fiscal years, and some formula grants administered by the Office for Victims of Crime (OVC) are available for the fiscal year of the award plus three additional fiscal years.

Obligation of Funds

An obligation is a legal liability for which funds are committed and disbursement is expected to occur during a specified time period. For example, if you place an order for a piece of equipment to be purchased with award funds, the order is an obligation. See 2 C.F.R. § 200.71 (definition of "Obligations").

Obligations must occur during the project period stated on your award document. An obligation occurs when funds are committed, such as in a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date and up to the last day of the award period. See 2 C.F.R. § 200.309 (Period of Performance).

ⓘ FINANCIAL MANAGEMENT TIP

Obligations must occur during the project period. If you obligate funds (e.g., enter into a contract) prior to the start of the project period, that obligation may not be an allowable expense, unless this was approved in advance by the awarding agency.

Any funds not obligated by the recipient by the end of the award period will lapse and revert to the awarding agency. The obligation deadline is the last day of the grant award period unless otherwise stipulated. No additional obligations can be incurred after the end of the award. For example, if the award period is October 1, 2015 to September 30, 2017, the obligation deadline is September 30, 2017.

3.2 PERIOD OF AVAILABILITY OF FUNDS

Expenditure of Funds

An expenditure is a charge made by a recipient or subrecipient to a project or program for which a Federal award was received. Expenditures may be reported on a cash or accrual basis as long as the methodology is disclosed and consistently used. See 2 C.F.R. § 200.34 (definition of "Expenditure").

All obligations properly incurred by the end of the Federal award must be liquidated no later than **90 days** after the end date of the award. If your award has been properly obligated, you will have the full liquidation period for remaining expenditures. Any funds not liquidated at the end of the **90-day period** will revert to the awarding agency.

The liquidation period exists to allow projects time to receive ordered goods and make final payments. No new obligations may be made during the liquidation period.

Disbursements made by recipients or subrecipients after the end of the award period but within the liquidation period MUST have documentation to demonstrate that the obligation was incurred BEFORE the end of the award period. For example, an invoice paid 25 days after the end of the award period must have an invoice date, purchase order date, or other documentation showing the date services were rendered prior to the end of the award period. Any funds not obligated by the recipient by the end of the award period will lapse and revert to the awarding agency.

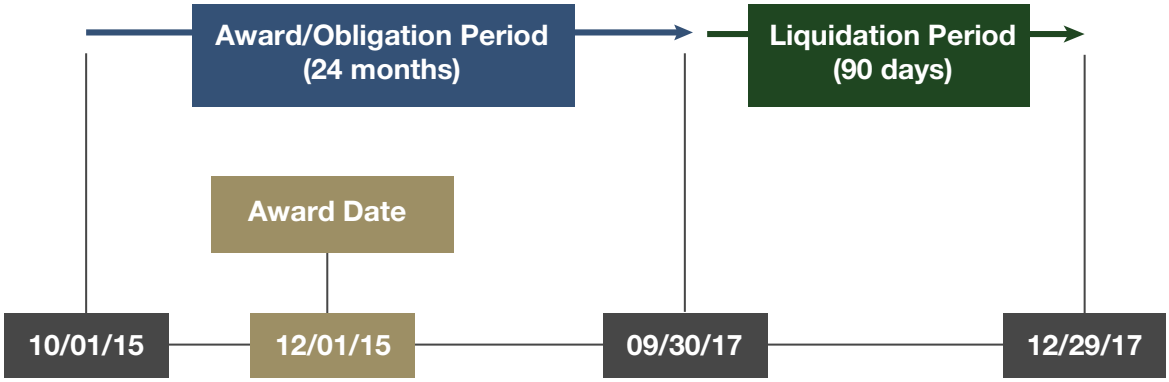
▶ OJP SPECIFIC TIP:

OJP recipients and subrecipients must complete performance during the award or obligation period. Performance as a result of a contract under a block/formula award may be completed during the liquidation period not to exceed 90 days after the end date of the award.

3.2 PERIOD OF AVAILABILITY OF FUNDS

Example of Obligation, Expenditure, and Liquidation Periods

Period	Example
Award/Obligation Period	10/01/15 - 9/30/17
Recipient's Books	10/01/15 – 9/30/17
Federal Books	12/01/15 (Award Date)
Liquidation Period (90 days after award end date)	10/01/17 – 12/29/17



FINANCIAL MANAGEMENT TIP

The Grant Payment Request System automatically freezes funds 90 days after the end of the award!

Criteria for Award Extension

For OJP/OVW awards, requests for a no-cost extension of an award period must be submitted through the Grants Management System (GMS). Recipients are to use the Grant Adjustment Notice (GAN) module in GMS to request the extension.

For COPS Office awards, requests for a no-cost extension of an award period must be submitted through the COPS Agency Portal. Grant recipients may request a no-cost extension to receive additional time to implement the grant program. These extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions.

3.2 PERIOD OF AVAILABILITY OF FUNDS

☑ ACTION ITEM

For OJP/OVW awards, recipients may request a no-cost extension by submitting a GAN at least 30 calendar days prior to the end of the award.

The recipient should act as soon as possible to obtain their organization's approval to submit an extension request and ensure that they submit the GAN via GMS at least 30 days prior to the end of the award period, allowing the program office sufficient time to process the GAN.

For COPS Office awards, a no-cost extension needs to be requested before the award end date, but cannot be requested prior to 90 days before the award end date.

▶ OJP SPECIFIC TIP

Most awards are eligible to be considered for an extension of the award period in response to a GAN request. The request for extension must justify the need for the extension and indicate the additional time required. The grant-making component's ability to grant an extension may be limited by statue for some programs (i.e., funding from OVC under the Victims of Crime Act of 1984 typically may not be extended beyond the year of award plus three subsequent fiscal years).

The criteria for extending the award period for a project or program include the following:

- All applicable Federal Financial Reports and Progress Reports must be on file and current.
- All special conditions attached to the award must be satisfied, except for those conditions that must be fulfilled in the remaining period of the award. This criteria also includes the performance and resolution of audits in a timely manner.
- A narrative justification must be submitted with the project or program extension request. Complete details must be provided, including the justification and the circumstances which require the proposed extension. The recipient must explain the effect a denial of the request will have on the project or program.
- You should receive a response from us within **15 working days** of receipt of the request.

ⓘ FINANCIAL MANAGEMENT TIP

NOTE: The award period will not be extended merely for the purpose of using unobligated funds.

▶ COPS OFFICE SPECIFIC TIP

Request to extend the grant period must be submitted through the COPS Agency Portal and received by the COPS Office before the official award end date. Additionally, the COPS Office will contact your agency during the last quarter of the award period to determine whether a no-cost extension is needed; extensions will not be processed prior to 90 days of the grant end date.

3.2 PERIOD OF AVAILABILITY OF FUNDS

▶ OJP SPECIFIC TIP

To avoid the need to make a request to extend the obligation or expenditure deadline of a block/formula program, it is recommended that all subawards should be completed at least six months prior to the end of the obligation deadline for the award. Justice Assistance Grant (JAG) Program awards have specific requirements for requesting no-cost extensions. The recipient should contact the BJA grant manager for the additional requirements.

Project Extension Guidance

- The maximum extension allowable for any project period is generally 12 months.
- Generally, requests for retroactive extension of project periods will not be considered.
- Generally, only one extension per award will be permitted.
- A request for an extension of the project period of a program beyond 12 months must be justified by circumstances beyond the control of the recipient and subrecipient.
- Extension of the liquidation period may be allowable for awards if approved by the awarding agency (this includes the OVC State Victim Assistance Formula Grant Program and State Victim Compensation Formula Grant Program).

Note: not applicable to COPS Office awards.

3.3 MATCHING OR COST SHARING REQUIREMENTS

Match Requirements

Matching or cost sharing means the portion of project costs not paid by Federal funds (unless otherwise authorized by Federal statute). See 2 C.F.R. § 200.29 (definition of "cost sharing or matching"). Matching requirements vary across the different Department of Justice (DOJ) programs. Recipients should read the award announcement and award notice carefully to understand the specific match requirements applicable to their award. Recipients unclear about the match requirements for their awards should contact their grant manager. For general government-wide rules regarding match, see 2 C.F.R. § 200.306.

Any departure from the program guidelines must receive prior written approval from the DOJ grant-making component.

FINANCIAL MANAGEMENT TIP

Matching funds are restricted to the same use of funds as allowed for the Federal funds. If it is not allowable under the Federal award, it is **not allowable** as match.

OVW SPECIFIC TIP

The OVW STOP Program matching requirements are available at: http://www.justice.gov/sites/default/files/ovw/legacy/2014/02/06/stop-match-requirement-for-formula-grants.pdf.

Frequently Asked Questions (FAQs) are available at: http://www.justice.gov/sites/default/files/ovw/legacy/2014/02/06/consolidated-stop-faqs-bla.pdf

Types of Match

Match requirements are typically stated as a percentage of the total project costs for an award. For example, a 20 percent (20%) match on a $100,000 project would be $20,000, where $80,000 is provided by the Federal Government and $20,000 is provided by the recipient.

There are two kinds of match:

- Cash match (hard) includes cash spent for project-related costs. An allowable cash match must include costs which are allowable with Federal funds, except acquisition of land, when applicable.
- Third party in-kind match (soft) includes, but is not limited to, the valuation of non-cash contributions. "In-kind" may be in the form of services, supplies, real property, and equipment.

For example, if in-kind match is permitted by law, then you can use the value of donated services to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements, provided the recipient of the contributions expends them as allowable costs.

3.3 MATCHING OR COST SHARING REQUIREMENTS

Documentation supporting the market value of in-kind match must be maintained in the award recipient files. Valuation of in-kind match may take one of the following forms:

- Valuation of donated services. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program.
  - **Volunteer services.** Recipient or subrecipient rates for third-party volunteer services must be consistent with those rates ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.
  - **Employees of other organizations.** When an employer other than a recipient or subrecipient furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay plus an amount of fringe benefits, but exclusive of overhead costs. For additional guidance on cost sharing or matching, please review 2 C.F.R. § 200.306.
- Valuation of third party donated supplies, equipment, or space.
  - If a third party donates supplies, equipment, or space, the value must not exceed the fair market value of the property at the time of donation.
- Valuation of third party donated equipment, buildings, and land.
  - If a third party donates equipment, buildings, or land, and title passes to a recipient or subrecipient, the treatment of the donated property will depend upon the purpose of the Federal award.
  - **Awards for capital expenditures.** If the purpose of the award is to assist the recipient or subrecipient in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be counted as cost sharing or matching.
  - If the purpose of the award is to support activities that require the use of the property, normally only depreciation can be charged. However, the fair market value may be allowed, provided that the grant-making component has approved the charges.

Please refer to 2 C.F.R. § 200.306 for more information about types of match and match requirements.

How to Calculate Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient's Share	=	Required Match
Example					
Match Requirement - 80/20 (Federal/Recipient) Federal Award = $100,000					
Step 1	$100,000	÷	80% Federal Share	=	$125,000
Step 2	$125,000	x	20% Recipient's Share	=	$25,000

3.3 MATCHING OR COST SHARING REQUIREMENTS

▶ COPS OFFICE SPECIFIC TIP

If you have a COPS Hiring Grant, you are required to contribute a local match of at least 25% toward the total cost of the approved grant project, unless waived in writing by the COPS Office.

The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the grant award period.

Source and Type of Funds

Cash match (hard) may be applied from the following sources:

- Funds from States and units of local government that have a binding commitment of matching funds for programs or projects (meaning the State or unit of local government has legally appropriated and obligated the funds to you).
- Housing and Community Development Act of 1974, 42 U.S.C. 5301, et seq. (subject to the applicable policies and restrictions of the U.S. Department of Housing and Urban Development).
- Appalachian Regional Development Act of 1965, 40 U.S.C. 214.
- Equitable Sharing Program, 21 U.S.C. §881(e) (current guidelines developed by the U.S. Department of Justice Asset Forfeiture Office apply). Forfeited assets used as match from the Equitable Sharing Program would be adjudicated by a Federal court.
- Program income funds earned from seized assets and forfeitures (adjudicated by a State court, as State law permits).
- Funds contributed from private sources.
- Program income generated from projects and the related interest earned on that program income, provided these projects are identified and approved as part of the budget and award application.
- Funds appropriated by Federal law for the activities of any agency of a tribal government or the Bureau of Indian Affairs for performing law enforcement functions on tribal lands.
- Sources otherwise authorized by law.

Timing of Matching Contributions

Matching contributions do not need to be applied at the exact time or in proportion to the obligation of the Federal funds. However, the full matching share must be contributed by the end of the award period.

ⓘ FINANCIAL MANAGEMENT TIP

Time-phased matching may be required as a special condition by the grant-making component on awards to nongovernmental recipients.

3.3 MATCHING OR COST SHARING REQUIREMENTS

▶ COPS OFFICE SPECIFIC TIP

If you have a COPS Office Hiring Grant, matching funds must be made on an increasing basis during each year of the three-year project with the federal share decreasing accordingly.

The local match must be paid in full during the project period; payments made prior to or after the project period do not qualify as matching funds.

It is highly recommended that cash matching funds are paid during each quarter of the award to ensure the required matching funds are fully paid by the end of the award.

If your agency must withdraw from the project prior to the project end date, your agency is responsible for ensuring that the federal share of funds expended is limited to a maximum of 75% of the total project costs expended.

If you have any additional questions about the timing of your match, please contact your COPS Office Staff Accountant at 800-421-6770.

Records for Match

You and your subrecipients must maintain records which clearly show the source, amount, and timing for all matched contributions.

- In addition, if a recipient or subrecipient has included a match that exceeds the required matching portion within its approved budget, you must include and maintain the records of those additional amounts as if they are a part of the regular match amount.
- The award recipient has primary responsibility for meeting the match requirement and for ensuring subrecipient compliance with the match requirements.
- Your agency must maintain records that clearly demonstrate the amount, source, and when the funds were contributed.
- Recipients are required to report match on the quarterly Federal Financial Report (SF-425/line i)
- Supporting documentation does not have to be provided to DOJ, but such records must be available in the event of an audit or site visit.

☑ ACTION ITEM

The most common error found during the final financial reconciliation and closeout of an award is the failure to properly report matching funds. The full matching share provided (both cash and in-kind) must be reported on the Federal Financial Report (FFR) submitted at the end of the award period. If the matching share is not reported, DOJ will assume the recipient did not meet the required match and will initiate collection of a cash match from the recipient.

3.3 MATCHING OR COST SHARING REQUIREMENTS

Waiver of Match

- For American Indian or Alaskan Native tribes that perform law enforcement functions (as determined by the Secretary of the Interior) for any program or project described in 42 U.S.C. §3752 of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3750–3769 [PDF - 160 Kb] the Federal portion of grant awards shall be 100% of such cost.
- The Office of Juvenile Justice and Delinquency Prevention Administrator may increase the Federal share of your project cost to the extent deemed necessary if:
  - You are part of an American Indian or Alaska Native tribe, and
  - Your tribe does not have sufficient funds to meet the local share of the cost of any program or project award to be funded under Title II of the Juvenile Justice Act.
- The grant-making component will waive any requirement for matching funds (including in-kind) under $200,000 for all awards made to American Samoa, Guam, U.S. Virgin Islands, and Northern Mariana Islands unless otherwise required by law to be provided; and may waive any requirement for matching funds equal to or over $200,000 for all awards made to those territories, or to the Trust Territory of the Pacific Islands. The $200,000 amount is determined on a grant-by-grant basis, not by the aggregate total of all matching requirements applicable to an insular area (48 U.S.C. § 1469a [PDF - 116 Kb]).

Waivers specific to COPS Office awards: To maximize the number of communities that will be able to take advantage of COPS Office funding only a limited number of waiver requests (if any) will be granted to applicants who are able to demonstrate severe fiscal distress.

The COPS Office utilizes the "Fiscal Health" data provided in section 7 of the application with other applicant's waiver request to make a final decision.

Waivers specific to OVW awards: Match may be waived based on demonstration of financial hardship. In addition, awards to victim service providers for victim services or to tribes are subtracted from the Federal award amount for purposes of calculating required match. States may not require tribes or victim service providers to provide matching funds for their projects.

3.4 PROGRAM INCOME

Introduction

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See 2 C.F.R. § 200.80 (definition of "Program Income"). Non-Federal entities are encouraged to earn income to defray program costs where appropriate. See 2 C.F.R. § 200.307(a).

- Depending on guidance provided by the DOJ grant-making component, award recipients can either use program income to advance program objectives or refund program income to the awarding agency. Most types of recipients, absent more specific guidance from the DOJ grant-making component, must use program income to offset total allowable costs, and reduce the Federal award and non-Federal entity contributions (i.e., the deduction method). Institutions of Higher Education (IHE) and non-profit research institutions, absent more specific guidance, may use program income to add to the total allowable costs for the project (i.e., the addition method). See 2 C.F.R. § 200.307(e).
- Program income may only be used for **allowable program costs** and must be **spent prior to draw downs**. See 2 C.F.R. § 200.305(b)5).

▶ OJP SPECIFIC TIP

The draw down restriction **does not** apply to Juvenile Accountability Block Grant (JABG) and Justice Assistance Grant (JAG) awards.

ⓘ FINANCIAL MANAGEMENT TIP

If the cost is allowable under your program award, then it is allowable to apply program income to that cost.

Accounting Processes for Program Income

If you have program income, it must be accounted for up to the same ratio of Federal participation as funded in your project or program. For example:

- A discretionary award project funded with 100% Federal funds must account for and report on 100% of the total program income earned. If the total program income earned was $20,000, the recipient must account for and report the $20,000 as program income on the Federal Financial Report (FFR), SF-425.
- If a recipient was funded by an award at 75% Federal funds and 25% non-Federal (match) funds, and the total program income earned by the grant was $100,000, then $75,000 must be accounted for and reported by the recipient as program income on the FFR.
- Unless otherwise stipulated in the award, any program income earned during the project period but not utilized for the project must be refunded to the awarding agency.
- If authorized by the DOJ grant-making component, costs incidental to the generation of program income that have not been charged to the Federal award may be deducted from gross income to determine program income. See 2 C.F.R. § 200.307(b).

3.4 PROGRAM INCOME

- Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project. (This does not apply to Institutions of Higher Education or non-profit research institutions, unless specified in other guidance or conditions). See 2 C.F.R. § 200.307(e).
- Unless otherwise instructed by the DOJ grant-making component, there are no requirements on the disposition of program income earned after the end of the period of performance of the award.

Examples of Program Income

Royalties

You may keep all royalties received from copyrights or other works developed under projects or from patents and inventions, unless the terms and conditions of the project provide otherwise, or a specific agreement governing such royalties has been negotiated between the awarding agency and the recipient. See 2 C.F.R. § 200.80.

Attorney's Fees and Costs

If you receive income after completion of the project related to a court-ordered award of attorney's fees or costs, it is program income to the extent that it represents a reimbursement for attorney's fees and costs originally paid under the award. This type of program income is subject to the restrictions stated in the award. See 2 C.F.R.§ 200.80.

Registration/Tuition Fees

These types of program income must be treated in accordance with the instructions stated in the project's terms and conditions. See 2 C.F.R. § 200.80.

Asset Seizures and Forfeitures

Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity), and the seizure or forfeiture is directly generated or conducted as a result of the Federal award during the award period. Income received from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money must follow the "Addition Method" of handling program income unless an alternate method is designated in the recipient's award document. The following policies apply to program income from asset seizures and forfeitures:

- Subrecipient program income, with the approval of the recipient, may be retained by the entity organization earning the program income or used by the recipient for any purpose that furthers the objectives of the legislation under which the award was made.
- States or local units of government *may use program income funds from seized and forfeiture assets as match* when assets are given a ruling by a State court, in accordance with the State law. In addition, State and local units of government *may use cash* received under the equitable sharing program for the non-Federal portion (match) of program costs, as provided for in the guidelines established by the DOJ Asset Forfeiture Office, when the assets are judged by a Federal court organization.

3.4 PROGRAM INCOME

▶ OJP SPECIFIC TIP

DNA Testing Fees/DNA Backlog Reduction Program

NIJ grantees may not use DNA Backlog Reduction Program grant funds to generate revenue for their lab or parent agency. If your lab or parent agency receives any revenue for DNA testing and your agency has NIJ DNA Backlog Reduction program awards, you must place the prorated amount of program income back into your award program.

Instructions on how to compute and report on this type of program income are available online at:

http://ojp.gov/financialguide/DOJ/pdfs/DNA_BacklogReductionGuide.pdf
[PDF -35Kb]

An example of how to calculate program income from revenues generated is available online at:

http://ojp.gov/financialguide/DOJ/pdfs/ProgramIncomeCalculator.xlsx
[Excel - 14Kb]

▶ OJP SPECIFIC TIP

Interest Earned on JAG and JABG Funds

Unlike most DOJ funding, JAG and JABG income earned from advances of federal funds is considered program income. See 42 U.S.C. § 3757. Interest income earned should only be spent on allowable purpose areas under these programs. You are required to use all funds within the fixed expenditure period. No extension to the project period will be approved. JAG and JABG recipients are not required to spend program income before spending Federal funds.

Membership Fees

If an organization's only source of income is Federal award funds, then when it receives membership fees, those fees will generally be considered program income.

- When an organization receives non-member income and uses that income to provide services to its members in addition to the federally funded services, then membership income may be considered program income. The amount of membership income considered program income will be in proportion to the amount of Federal and non-Federal funds that the organization receives.
- An organization need not report its membership fees as program income if the fees were received before the organization began to receive Federal award funds, or if they are used to provide member services that are separate and distinct from grant-funded services.

3.4 PROGRAM INCOME

FINANCIAL MANAGEMENT TIP

Fines as a result of law enforcement activities are not considered program income.

Procedures for Recovery of Costs Incurred

In some instances, a State or local law enforcement agency provides information to the Internal Revenue Service (IRS) that substantially contributes to the recovery of Federal taxes owed, with respect to illegal drug-related activities (or money laundering in connection with such activities).

- In these cases, the IRS may reimburse the State or local law enforcement agency for costs incurred in the investigation (including but not limited to reasonable expenses, per diem, salary, and overtime). The total reimbursement will not exceed 10% of the amount recovered.
- If you are part of a State or local law enforcement agency that has provided such information to the IRS, your agency will receive notification from the IRS when monies have been recovered as a result of the information supplied. Following such notification, and based on documentation, your agency will be required to submit a statement detailing the investigative costs it incurred.
- If more than one State or local agency has provided information, the IRS shall equitably allocate investigative costs among the agencies not to exceed an aggregate amount of 10% of the taxes recovered.
- No State or local agency may receive reimbursement for investigative expenses under Internal Revenue Code Section 7624 if reimbursement has been received from another source, such as a Federal or State forfeiture program or under State revenue laws.
- If the information/investigation is performed with awarding agency funds, the reimbursement received from the IRS is considered to be program income and subject to the aforementioned guidelines.

FINANCIAL MANAGEMENT TIP

1. Spend program income prior to requesting additional award funds.
2. With prior approval, supplement the award-supported project with program income dollars.
3. Reduce project costs with program income. (Default rule for most entities.)
4. Return any unused program income funds.

3.5 ADJUSTMENTS TO AWARDS

Grant Adjustment Notice

For OJP and OVW, a Grant Adjustment Notice (GAN) is a request to make a programmatic, administrative, or financial change to a grant. GANs may be submitted by the recipient, grant manager, or automatically generated by the Grant Management System (GMS). All GANs must be submitted electronically through the GAN module in GMS.

For the COPS Office, grant recipients must request to make a programmatic, administrative, or financial modification through the COPS Agency Portal at www.cops.usdoj.gov. For additional information on submitting a grant modification request, please contact your program manager at 800-421-6770.

Once OJP, OVW, or the COPS Office has made a decision on the proposed adjustment, the grantee is sent an email notification that becomes a permanent part of their award file, and the record is updated as appropriate.

Recipients are limited to specific grant award adjustment(s). The following sections describe situations in which recipients must or may initiate a GAN.

▶ OJP/OVW COMPONENT SPECIFIC TIP

After submission of a GAN, OJP and OVW recipients should monitor for returned GANs in case additional information or changes are required. Untimely responses could delay the processing of the GAN. An untimely response may also result in the request being denied, and the grantee having to restart the GAN process. This can be a problem, especially if the request is to extend the grant period and the project end date is near.

▶ COPS OFFICE SPECIFIC TIP

For COPS Office recipients, once your modification request is received, the COPS Office will evaluate the request and notify your agency of a decision in writing via the COPS Agency Portal at www.cops.usdoj.gov. Implementation of the modification may begin following written approval from the COPS Office. Please note that modification approvals for active grants will often be accompanied by a modified award document and/or a modified Financial Clearance Memorandum reflecting the approved changes. If applicable, your agency is required to sign and submit the modified award document via the COPS Agency Portal link to officially accept the grant modification.

Budget Modifications

For OJP and OVW, you **may** initiate a GAN for a budget modification if the request is to modify an approved budget to reallocate funds among the budget categories. This type of GAN can also be used to de-obligate a portion of the award amount; however, the original award amount may not be increased by this procedure.

3.5 ADJUSTMENTS TO AWARDS

OJP and OVW award recipients **must** initiate a GAN for budget modification if:

- The proposed cumulative change is greater than 10% of the total award amount. The 10% rule does not apply to an award of less than $150,000.
- The budget modification changes the scope of the project. Examples include altering the purpose of the project, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of award-supported efforts.
- A budget adjustment affects a cost category that was not included in the original budget. For example, if the direct cost category "Travel" did not exist in the original budget, the adjustment to transfer funds from Equipment to Travel requires a GAN.

COPS Office award recipients may reprogram up to a total of 10 percent of their entire budget (over the course of the award) without submitting a formal budget modification. Once the reprogramming of funds reaches 10% of the award, the recipient must submit a formal budget modification through COPS Agency Portal.

▶ OJP/COPS SPECIFIC TIP

OJP/COPS office recipients must initiate a GAN or a budget modification if there is any dollar increase or decrease to the indirect cost category of an approved budget.

▶ OJP SPECIFIC TIP

For recordkeeping purposes and audit documentation, it is advised to submit a GAN even if the proposed budget modification is less than 10% of the total award amount. This also provides the grant manager with notification.

Changes in the Recipient's Authorized Signing Official and/or Official's Contact Information

For OJP and OVW, you **must** initiate a GAN if you want to make changes to the person who is responsible for authorizing and signing official documents (such as award documents, Standard 424 documents, etc.). The request must include the name, address, phone number, e-mail address, fax number, and title of the new Authorized Signing Official.

For the COPS Office, you may update the authorized signing official and contact information in "Account Access" on the COPS Office website at www.cops.usdoj.gov, or by calling the Response Center at 1-800-421-6770 for technical assistance.

▶ OJP/OVW COMPONENT SPECIFIC TIP

The contact name used on the GAN must exactly match the name in the GMS.

3.5 ADJUSTMENTS TO AWARDS

ACTION ITEM

Many awards require **prior approval** for changes in key staff. See 2 C.F.R. § 200.308(c)2 (requiring prior approval where key staff member is specified in the application or award documents).

Changes to the Scope of the Award

For OJP and OVW, you are not required to initiate a GAN if you make minor changes in methodology, approach, or other aspects of the award to expedite achievement of the award's objectives.

However, you **must** initiate a GAN for changes in scope, duration, activities, or other significant areas.

COPS Office recipients **must** request a modification via the Agency Portal.

These changes include but are not limited to:

- Altering programmatic activities
- Changing the purpose of the project
- Changing the project site
- Experiencing or making changes to the organization or staff with primary responsibility for implementation of the award, contracting out, subawarding (if authorized by law), or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the award
- Changes in scope that affect the budget

FINANCIAL MANAGEMENT TIP

If you are not sure whether your change would be considered a change in scope, contact your grant manager.

Change in Project Period

For OJP and OVW, a request to change the **start date** may be submitted by the recipient or the grant manager. There is no systematic time limit on when a Start Date GAN can be submitted. These requests are rarely approved except for programs that are, by statute, allowed to change the start date based on the draw down date. In general, in order for a Start Date GAN to be approved, you must not have drawn down funds.

For OJP and OVW, a request to change the project **end date** may be submitted by either the recipient or the grant manager no later than 30 calendar days before the project period end date. Any request to change the project end date after that time must be submitted by the grant manager.

For all DOJ grant-making components, a one-time extension for no more than 12 months past the original end date is typically granted. A request to extend the project period for more than 12 months requires additional justification of the circumstances.

3.5 ADJUSTMENTS TO AWARDS

FINANCIAL MANAGEMENT TIP

Some awards have statutory maximum grant periods beyond which they cannot be extended.

Changes to the Organization

For OJP and OVW:

- You **may** initiate a GAN to request a change to the organization's mailing address.
- You **may** initiate a GAN request to change the name and contact information of the recipient or key recipient staff due to a permanent withdrawal, change in staff, or in case of a temporary absence.
- You **must** initiate a request to change the name of a recipient organization on record with DOJ.
- You **may not** initiate a GAN to request a change to the vendor number or the type of organization (e.g., profit vs. nonprofit). Please contact the grant manager regarding changes to the organization.

COPS Office recipients **may** request a change to the organization in the COPS Agency Portal or by calling the Response Center at 1-800-421-6770.

Data Universal Numbering System, or DUNS, Changes

You **may** initiate a GAN to request a change to your organization's DUNS number.

Sole Source Approval

For OJP and OVW, you **must** initiate a GAN to request to enter into a non-competitive contractual relationship with a contractor under a grant where the contracted cost exceeds $150,000. Please see Chapter 3.8: Procurement Under Awards of Federal Assistance for more information.

For the COPS Office, a request to enter into a non-competitive contractual relationship for equipment, technology, or services in excess of $150,000 must be submitted to the COPS Office in writing certifying that the award of a contract through full and open competition is infeasible.

Prior Approval of Certain Costs

You must obtain written prior approval for some costs, as specified in 2 C.F.R. Part 200 (specifically in 2 C.F.R. § 200.407) and as discussed in Chapter 3.6: Costs Requiring Prior Approval. The following are some examples of costs that require a GAN for prior approval:

- Compensation for consultant services in excess of the grant-making component's maximum hourly or daily rate for an 8-hour day - currently $650.
- Publication plans
- Costs incurred prior to the date of the subaward period
- Foreign travel

3.5 ADJUSTMENTS TO AWARDS

Reprogramming of Funds

Recipients may not reprogram their awards to delete or add programs or program activities or move funds from one subrecipient to another without prior approval.

▶ OJP SPECIFIC TIP

Retroactive approval will be considered only in extenuating circumstances. The awarding agency may question/disallow costs, or take other remedies, as appropriate, for unauthorized use of funds.

For general information concerning either the online processing for GANs or processing changes through the COPS Office online Agency Portal, please contact the appropriate grant-making agency.

OJP – email at GMS.helpdesk@usdoj.gov or by phone at 1-888-549-9901
OVW – email at OVW.GMSSupport@usdoj.gov or by phone at 1-866-655-4482
COPS Office – email Agency Portal at askCOPSRC@usdoj.gov or by phone at 1-800-421-6770

3.6 COSTS REQUIRING PRIOR APPROVAL

Introduction

2 C.F.R. § 200.407 sets out costs that require prior, written approval. A list of the most common of these costs for DOJ grantees is also included below. Award recipients must obtain prior written approval for any of these costs. Recipients must also receive prior written approval for costs that contain special limitations (such as expenditure ceilings).

Responsibility for Prior Approval

The DOJ grant-making component reviews all costs requiring prior approval when the recipient is incurring the cost. The direct recipient (or pass-through entity) reviews all costs requiring prior approval when the subrecipient is incurring the cost.

Procedures for Requesting Prior Approval

In general, requests for costs requiring prior approval must be in writing and must include an explanation justifying the expenditure. Contact your grant-making component for specific guidance.

Listing of Costs Requiring Prior Approval

Automatic Data Processing Equipment and Software

You may request to purchase Automatic Data Processing (ADP) equipment; however, the application must be written in a manner consistent with maximum, open, free, and fair competition in the procurement of hardware and services.

You should not specify brand names (see 2. C.F.R. § 200.319(a)(6)) when such ADP equipment includes the following types and requirements:

- Digital, analog, or hybrid computer equipment and automated fingerprint equipment.
- Auxiliary or accessorial equipment, such as data communications terminals, source data automation recording equipment (e.g., optical character recognition equipment and other data acquisition devices), and data output equipment (e.g., digital plotters, computer output microfilms) to be used in support of digital, analog, or hybrid computer equipment, whether cable-connected, wire-connected, radio-connected, or self-standing, and whether selected or acquired with a computer or separately.
- Data transmission or communications equipment that is selected and acquired solely or primarily for use with a configuration of ADP equipment that includes a computer.
- Qualification and exclusions:
  - Analog computers are covered only when being used as support or assistance to a digital computer.
  - Items of ADP equipment that are (a) physically incorporated in a weapon or (b) manufactured under a development contract are excluded from the above definition.
  - Accessories, such as tape cleaners, tape testers, magnetic tapes, paper tapes, disk packs, or anything similar are also excluded.

3.6 COSTS REQUIRING PRIOR APPROVAL

Equipment and Other Capital Expenditures

If you, as a recipient or subrecipient, have received prior approval for expenditures for equipment and other capital assets, including repairs which materially increase the useful life of equipment, then these expenditures are allowable. See 2 C.F.R. § 200.439.

- If you do not fully justify the expenditures for equipment in your budget and budget narrative, the grant-making component may require that the type, quantity estimated, unit, or other information be provided before the final budget can be issued.
- In reviewing equipment acquisition budgets and proposals, the following principles should be followed:
  - No other equipment owned by the recipient/subrecipient is suitable for the project;
  - No luxury vehicles will be approved;
  - If the vehicle request is approved, the vehicle should be reasonable, and the recipients must follow the Internal Revenue Service guidelines;
  - If the vehicle(s) was purchased as part of a unit of government fleet by the State or local central procurement activities, it is generally accepted as reasonable;
  - Federal funds are not used to provide reimbursement for the purchase of equipment already owned by the recipient/subrecipient; and
  - Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.
- An expenditure for equipment purchased for a common pool is generally allowable as a charge to the award at cost value.
- Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.

Pre-Award Costs

Pre-award costs are costs incurred prior to the project begin date and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of the work. Costs are allowed only to the extent that they would be allowed if incurred after the start date of the Federal award and only with prior approval of the DOJ awarding agency. Prior approval is required for pre-award costs:

- Costs incurred prior to the start date of the award may be charged to the project only if the award recipient received written prior approval from the grant-making component.
- Direct recipients may approve pre-award costs for subrecipients if incurred after the start date of the Federal award.

Any and all costs in furtherance of a project which costs occur prior to an award date are at the sole risk of an applicant, and can only be reimbursed to the extent that there is prior approval.

Proposal Costs

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs, and allocated currently to all activities of the

non-Federal entity. Such cost, where proposed as direct costs, require written prior approval from the grant-making component. No proposal costs of a past accounting period will be allocable to the current period. See 2 C.F.R. § 200.460.

Consultant Rates

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

- Each grant-making component periodically establishes a prior approval threshold consultant rate. The current rate for each grant-making component is $650 per day or $81.25 per hour.
- This limit is specified in the terms and special conditions of the award.
- When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the grant-making component. Prior approval requests require additional justification.
- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.
- Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.
- In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260.
  - If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making component, written prior approval must be obtained.
- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.
  - If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.
  - If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

Conference Costs

All conferences (defined broadly to include meetings, retreats, seminars, symposiums, events, and group training activity) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See Chapter 3.10: Conference Approval, Planning, and Reporting for more information.

3.6 COSTS REQUIRING PRIOR APPROVAL

Interest Expense

This expense includes all interest on debt incurred for the following:

- Acquisition of equipment and buildings
- Building construction
- Fabrication
- Reconstruction
- Remodeling (allowable with prior approval)
  - This interest applies only to buildings completed on or after October 1, 1980 for State and units of local government, and on or after September 29, 1995 for nonprofit organizations. See 2 C.F.R. § 200.449.

Foreign Travel

Foreign travel is defined as any travel outside of Mexico, Canada, or the United States and its Territories and possessions. However, for organizations located in foreign countries, foreign travel means travel outside of the organization's country. Some requirements for foreign travel:

- Each separate foreign trip must be pre-approved.
- Direct charges for foreign travel costs are not allowable unless the travel has prior approval from the awarding agency.
- Indirect charges for foreign travel are allowable without prior approval from the awarding agency when they are included as part of a federally approved indirect cost rate and have a beneficial relationship to the project.

Moving Money between Categories

Moving monies into any budget category with a zero dollar amount is not allowable without prior approval from the grant-making component. A budget modification is required. See 2 C.F.R. § 200.308(e).

Confidential Funds

Confidential funds are subject to prior approval.

▶ OJP SPECIFIC TIP

Recipients with a federally-approved indirect cost rate may not transfer funds into or out of the indirect cost category without prior approval. A budget modification is required as indicated in Chapter 3.5 Adjustment to Awards. A copy of the current approved indirect cost agreement from the Cognizant Federal Agency must be attached.

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

Property includes both real property and *personal property*. Real property typically includes things like land and buildings. Personal property includes both *tangible personal property*, which is classified as either *equipment or supplies*; and *intangible personal property*, which includes things having no physical existence, like trademarks, copyrights, and patents. See definitions in 2 C.F.R. § 200.1. Each of these is addressed in further detail below.

DOJ expects recipients and subrecipients of Federal funds to use good judgment when purchasing, managing, and disposing of property paid for by Federal funds. If a recipient or subrecipient uses award funds to purchase new property when suitable property is already available within the relevant organization, this use will be considered an unnecessary expenditure.

FINANCIAL MANAGEMENT TIP

Your organization may use its own capitalization policy for classification of equipment and supplies, but only where it is less than the Federal policy threshold of $5,000.

Equipment means tangible personal property (including information technology systems) having 1) a useful life of more than one year and 2) a per-unit acquisition cost of $5,000 or greater (or your organization's capitalization policy, if it is less than $5,000). If your organization does not have a capitalization policy in place, you must use the Federal policy amount of $5,000.

Supplies are all other items of tangible personal property that are not equipment. This includes computing devices that cost less than $5,000 per unit (or your organization's capitalization threshold, if that is less than $5,000).

Screening and Property Management Systems

Careful screening should take place before purchasing property to ensure that it is needed. Organizations should establish and maintain an effective property management system to avoid incurring property acquisition costs that are later disallowed by the awarding agency (e.g., acquiring unreasonable, duplicative, or unnecessary property). Recommended screening practices include:

- Take stock of the equipment that you have or your subrecipient already has and see if it meets the identified needs.
- Consider establishing a screening committee to make decisions about purchases.
- Utilize effective management techniques as a basis for determining that property/equipment is needed.
- Initiate a screening process to ensure that effective controls are in place for property management.

Equipment Ownership, Use, Management, and Disposition

DOJ recipients must follow the standards and procedures for ownership (title), use, management, and disposition of equipment set out below, with the exception of recipients and subrecipients of Byrne Justice Assistance Grant (JAG) Program formula grant funds from the Bureau of Justice Assistance. JAG award recipients must follow

3.7 PROPERTY STANDARDS

slightly different standards and procedures set out in 42 U.S.C. § 3789. (See the "Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds" below).

Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient organization (or, in the case of a subaward, in the subrecipient's organization). The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 C.F.R. § 200.313, and are described below.

Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide*.

Recipients and subrecipients other than States must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

- *Use for other Federal projects*. You or your subrecipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the awarding agency.
- *User fees*. User fees should be considered and treated as program income to the project, when appropriate. See 2 C.F.R. § 200.307 (Program Income). During the time the Federal government retains an interest in the equipment the non-Federal entities must not use equipment acquired with a Federal award to provide services for a fee that is less than private companies charge for equivalent services, unless doing so is specifically authorized by law. See 2 C.F.R. § 200.313(c)(3).
- *Replacement equipment*. When acquiring replacement equipment, you or your subrecipients may use the equipment to be replaced as a trade-in, or may sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding agency.
- *Encumbrances*. A non-federal entity must not encumber equipment acquired under a Federal award without approval of the awarding agency or pass-through entity.

Management of Equipment

A *State* should ensure equipment acquired under a Federal award to the State is managed in accordance with State laws and procedures for property.

Recipients and subrecipients other than States must use procedures for managing equipment (including replacement equipment) acquired in whole or in part under a Federal award, until disposition takes place, that, at a minimum, meet the following requirements:

- ***Property records.*** You must maintain property records that include all of the following information:
  - Description of the property
  - Serial number or other identification number

3.7 PROPERTY STANDARDS

- Source of the property, including the federal award identification number
- Identification of the title holder
- Acquisition date
- Cost of the property
- Percentage of Federal participation in the cost of the property
- Location of the property
- Use and condition of the property
- Disposition data, including the date of disposal and sale price

- ***Inventory.*** You must take a physical inventory of the property and reconcile the results with the property records at least once every 2 years.
- ***Maintenance procedures.*** You must establish and use adequate maintenance procedures to keep the property in good condition.
- ***Control system.*** You must have a control system in place with adequate safeguards to prevent loss, damage, and theft.
  - Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. 2 C.F.R. § 200.313 (d)(3).
  - Provide at a minimum, the equivalent insurance coverage for equipment acquired with Federal funds that the non-Federal entity owns. Federally-owned equipment need not be insured unless required by your award. 2.C.F.R. § 200.310.
  - Non-federal entities are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- ***Proper sales procedures.*** If authorized or required to sell the property, the recipient or subrecipient must establish proper sales procedures to ensure the highest possible return.

Disposition of Equipment

A *State* recipient must dispose of equipment acquired under the award in accordance with State laws and procedures.

Recipients and subrecipients other than States must dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project, or for other activities currently or previously supported by a Federal awarding agency, as follows:

- If the item to be disposed of has a current per-unit fair market value of $5,000 or less, you may retain, sell, or otherwise dispose of it with no further obligation to the awarding agency.
- If the item has a current per-unit fair market value of more than $5,000, you may retain or sell it, but the awarding agency will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the awarding agency's share of the equipment (i.e, the agency's percentage of participation in the cost of the original purchase). The seller is also eligible for limited sale and handling costs of $500 or 10% of the proceeds, whichever is less.
- In cases where you or your subrecipient fails to take appropriate disposition actions, the awarding agency may direct you to take other disposition actions.

3.7 PROPERTY STANDARDS

Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds

Special rules, set out in 42 U.S.C. § 3789 (a provision of the Omnibus Crime Control and Safe Streets Act of 1968), apply to the ownership, use, and disposition of equipment and supplies purchased with Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG) funds awarded by the Bureau of Justice Assistance (BJA). These rules supersede any conflicting provision of 2 C.F.R. part 200. See 2 C.F.R. Part 2800.

- Title to all equipment and supplies purchased with Byrne JAG funds vests in the criminal justice agency or non-profit organization that purchased the property, if it certifies to the State Office that it will use the property for criminal justice purposes.
- If such certification is not made, title to the property shall vest in the State Office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.
- When equipment is no longer needed for criminal justice purposes, a State should dispose of equipment (for both the State and subrecipients) in accordance with State procedures, with no further obligation to the awarding agency.
- The procedures on *use* and *management* of equipment set out above apply to the extent that they do not conflict with 42 U.S.C. § 3789.

Federal Equipment

When you or your subrecipient is provided federally owned equipment, the following requirements apply:

- Title remains vested in the Federal Government.
- You or your subrecipients must manage the equipment in accordance with the grant-making component's rules and procedures and submit an annual inventory listing.
- When the equipment is no longer needed, you or your subrecipient must request disposition instructions from the grant-making component.

Replacement of Equipment

When an item of property is no longer efficient or serviceable but you continue or your subrecipient continues to need the property in the program or project for which it was acquired, or other programs permitted under 2 C.F.R. § 200.313(c), you or your subrecipient may replace the property through trade-in or sale and subsequent purchase of new property. In this case, the following conditions must be met:

- ***Same function and character.*** Replacement property must serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
- ***Timing.*** Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
- ***Trade-ins.*** When acquiring replacement property, you or your subrecipient may use the property to be replaced as a trade-in. Value credited for the property, if the property is traded in, must be related to its fair market value. You or your subrecipient also may use the proceeds from the sale of the property to offset the cost of the new property.
- ***Subrecipients of States.*** State subrecipients must obtain the written permission of the State to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

3.7 PROPERTY STANDARDS

Supplies

For supplies acquired under an award, the title to the supplies vests with you as the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- You or your subrecipient must compensate the grant-making component for its share of residual inventory of unused supplies if both of the following apply:
  - The residual inventory of unused supplies exceeds $5,000 in total aggregate fair market value upon termination or completion of the funding support.
  - The supplies are not needed for any other federally sponsored programs or projects.
    - Compute the compensation amount in the same manner as for nonexpendable personal property or equipment.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

Real Property Acquired With Federal Funds

Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment. See 2 C.F.R. § 200.85. DOJ funds generally cannot be used for land acquisition unless specifically permitted under the awarding program or terms of your award.

Title. Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

Use. Recipients and subrecipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose.

- You should maintain an inventory report which identifies real property acquired, in whole or in part, with Federal funds.
- You should not dispose of or encumber its title or other interests.

Disposition. When real property is no longer needed for the original award purposes, the non-Federal entity should obtain disposition instructions from the grant-making component or pass-through entity, as appropriate. The instructions may allow you to do one of the following:

- ***Retain title after compensating the Federal awarding agency.*** The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- ***Sell the property and compensate the Federal awarding agency.*** The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

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- ***Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency.*** The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

Retention of Property Records

You must retain records for equipment, nonexpendable personal property, and real property for a period of 3 years from the date of disposition, replacement, or transfer at the discretion of the grant-making component.

- If any litigation, claim, or audit is started before the expiration of the 3-year period, you must retain records until all litigation, claims, or audit findings involving the records have been resolved.

Intangible Property

Intangible property means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible). 2 C.F.R. § 200.59.

Title. Intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity.

Use. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency.

Disposition. When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with 2 C.F.R. § 200.313(e). In general, intangible property with a per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the grant-making component; while intangible property valued above $5,000 may be retained or sold, but the grant-making component is entitled to compensation for its share of participation in the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See 2 C.F.R. § 200.315 for additional detailed rules regarding intangible property.

Copyrights

The award recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

3.7 PROPERTY STANDARDS

Data Produced Under A Federal Award

With respect to data produced under a Federal award, the grant-making component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Freedom of Information Act. Under the Freedom of Information Act (FOIA), the Federal awarding agency may be required to publicly release certain research data related to published research findings produced under a Federal award that were publicly and officially cited by a Federal agency in support of an agency action that has the force and effect of law (e.g., a Federal regulation). In such cases, the Federal awarding agency must request, and the non-Federal entity must provide to the Federal awarding agency, within a reasonable time, the research data requested.

Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, communications with colleagues; trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personal and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study. This "recorded" material excludes physical objects (e.g., laboratory samples).

Research data confidentiality provisions. DOJ regulations at 28 C.F.R. Part 22 set out data privacy and confidentiality requirements, and there may be other protections for research and statistical data in authorizing statutes for your specific program (e.g., 42 U.S.C. § 10604(d) for funds authorized under the Victims of Crime Act of 1984).

Patents, Patent Rights, and Inventions

The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 27 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." 2 C.F.R. § 200.315(c).

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Procurement Standards—General Guidance

The Procurement Standards in the Uniform Guidance at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.326 detail requirements and restrictions imposed on non-Federal entities (i.e., recipients and subrecipients) that use Federal assistance funds to procure property or services needed to carry out the grant-funded project.

For procurement transactions using Federal award funds, the non-Federal entity must use its own documented procurement procedures consistent with applicable State, local, and tribal laws and regulations. Procurement procedures must be formally documented by the non-Federal entity and periodically reviewed to ensure compliance with applicable regulations. A State must follow the same policies and procedures it uses for the State's procurement for its non-Federal funds.

Non-Federal entities must maintain written standards of conduct covering conflict of interest and employee participation in selection, award and administration of contracts. Recipients or subrecipients must also ensure that contractors perform in accordance with the terms, conditions and specifications of their awards. Contracts should only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of proposed procurements. Records that detail the history of all procurements must be maintained and should include, but not limited to:

- Rationale for the method of procurement;
- Selection of contract type;
- Contractor selection and/or rejection process; and
- Basis for the contract prices.

Non-Federal entities are responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement.

As an award recipient or subrecipient you must:

- Have a documented process to check for organizational conflict of interest with potential contractors;
- Have a process in place to ensure that contracts are not awarded to contractors or individuals on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs; and
- Perform a System for Award Management (SAM) review of potential contractors or individuals.

Non-Federal entities' procedures must avoid acquisition of unnecessary or duplicative items. Where appropriate, lease versus purchase analysis should be performed as well as other appropriate analysis for determining the most economical method for obtaining items or services. Recipients are encouraged to use Federal excess and surplus property when possible and to enter into inter-agency or inter-governmental agreements where appropriate to procure common or shared goods and services.

Non-Federal entities must include any applicable provisions found at 2 C.F.R. § 200 Appendix II ("Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") in all contracts made by non-Federal entities (i.e., recipients and subrecipients) under the Federal grant award.

For additional guidance please see the DOJ Guide to Procurement Procedures [PDF - 700 Kb]. (Coming soon)

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

FINANCIAL MANAGEMENT TIP

When conducting procurements using Federal award funds, a subrecipient of a State must use its own documented procurement procedures and must adhere to all applicable requirements found in 2 C.F.R. § 200.318 through 200.326 of the Procurement Standards.

As used in this section (3.8) and elsewhere throughout the *Guide*, the term "non-Federal entity/entities" includes for-profit recipients and for-profit subrecipients of DOJ grant or cooperative agreement funds.

Methods of Procurement

There are several methods of procurement that may be used by recipients and subrecipients including:

- Procurement by micro-purchase;
- Procurement by small purchase procedures;
- Procurement by sealed bids;
- Procurement by competitive proposals; and
- Procurement by noncompetitive proposal.

Competition

As a recipient or subrecipient, you must conduct all procurement transactions in a manner providing full and open competition consistent with the Procurement Standards in the Uniform Guidance. This requirement holds whether procurement transactions are negotiated or competitively bid, and without regard to dollar value. In order to avoid unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

The following situations are considered to be restrictive and should not take place:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience or excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying a "brand name" product instead of allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Written procedures for procurement transactions must ensure that all solicitations incorporate a clear and accurate description of the technical requirements of the material, product or service to be procured. Solicitations should also identify all requirements which offerors must fulfill and all other factors to be used in evaluating bids and proposals.

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Noncompetitive Practices

Non-Federal entities may conduct noncompetitive proposals (or, "sole source" procurement), by procurement through solicitation from only one source when one or more of the following circumstances apply:

- The item or service is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- DOJ or the pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, competition is determined to be inadequate.

Sole Source procurement should be used only when use of competitive solicitation procedures like sealed bids, or competitive proposals are not applicable to the requirement or is impracticable.

All sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $150,000), must receive prior approval from the grant-making component before entering into the contract.

Sole Source Justification Sample Outline

Paragraph	Content
1	Brief description of program and the product or service being procured, to include the expected procurement amount.
2	Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed above. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel
3	Statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.
4	Outline of the unique qualities of the contractor.
5	Other points to "sell the case."
6	Declaration that this action is in the "best interest" of the grantor agency and/or the Federal Government.
7	Conflict of Interest Review
Note: Time constraints will not be considered a factor if the award recipient has not sought competitive bids in a timely manner.	

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

The following "Do's and Don'ts" lists are non-exhaustive and highlight a few elements from the Procurement Standards. To help ensure that recipients conduct procurement transactions in full compliance with the Procurement Standards and other applicable law, the use of these highlights are considered as a starting point only, and should not be relied upon as though they fully cover all aspects of the law, rules, policies, or procurement procedures that may apply to procurement transactions conducted using Federal award funds.

Contracting Do's

1. You must provide for full and open competition consistent with the Procurement Standards.
2. You must develop and incorporate clear and accurate descriptions for technical requirements, specifications, statements of work, or other required documents used in your procurement transactions.
3. You must ensure any prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition consistent with the Procurement Standards.
4. You must make awards under your procurements only to responsible contractors that can perform successfully in accordance with contract terms and conditions.
5. You must maintain records sufficient to detail the history of any procurement action

Contracting Don'ts

1. Don't include unreasonable (or otherwise unjustifiable) requirements in your procurements that would be restrictive of competition.
2. Don't require unnecessary experience or other unnecessary criteria or elements under your procurements that cannot be justified or supported with your procurement procedures and the Procurement Standards.
3. Don't allow for, engage in, or facilitate noncompetitive pricing between firms or affiliated companies under your procurement transactions.
4. Don't forget to include all applicable contract provisions described in Appendix II to Part 200 in any procurement contracts.
5. Don't require unreasonable time frames or performance under your procurements.

OJP Construction Requirements

Qualifications

If you are a recipient or subrecipient considering the use of federal grant award funds for construction, be aware of the following qualifications:

- Costs incurred as an incidental and necessary part of a program for renovation, remodeling, maintenance, and repair costs that do not constitute capital expenditures are generally allowable, but may be subject to provisions, including restrictions or limitations, contained in program-authorizing legislation.
- The total cost of a construction project includes the cost of site preparation and demolition of existing structures. You must apply to the project any proceeds (program income) realized for site preparation activities (e.g., salvage value of structures demolished or proceeds from the sale of timber). Use these proceeds to reduce the total cost of the construction project.

- You must pay relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601-4655.
- OJP will not obligate funds for construction until you have contacted and assisted us in satisfactorily completing any applicable OJP procedures by complying with the National Historic Preservation Act, the National Environmental Policy Act, and other related Federal environmental impact analysis requirements.

FINANCIAL MANAGEMENT TIP

All income earned that is generated as a direct result of a federal-grant-funded project during the grant's period of performance is considered program income (see Chapter 3.4).

Special Fiscal Conditions for Construction Projects

The DOJ grant-making component or recipients (e.g., pass-through entities such as States) may accept the bonding policy and requirements of recipients or subrecipients, respectively, if they adequately protect the Federal interest. If DOJ or the pass-through entity determines that a recipient or subrecipient, as applicable, does not have adequate bonding policies and requirements that protect the Federal interest, the DOJ grant-making component or pass-through entity must require all of the following, consistent with 2 C.F.R. § 200.325:

- A bid guarantee equivalent to 5 percent of the bid price.
  - The bid guarantee must consist of a firm commitment—such as bid bond, certified check, or other negotiable instrument accompanying a bid—as assurance that the bidder will, upon bid acceptance, execute such contractual documents as may be required within the time specified after the forms are presented.
- A performance bond on the part of the contractor for 100 percent of the contract price.
  - A performance bond is a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
- A payment bond on the part of the contractor for 100 percent of the contract price.
  - A payment bond is a bond executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

FINANCIAL MANAGEMENT TIP

The customary fixed fee or profit allowance in cost-type contracts may not exceed 10 percent of the total estimated costs. This rule applies to procurement contracts executed under grants.

Guarantee of Payment of Money

In situations where the Federal Government guarantees the payment of money borrowed by a recipient or subrecipient, the State may, at its discretion, require bonding and insurance to protect the interest of the Federal Government.

- If a project is considering construction of facility improvements for less than $100,000 and the subrecipient does not have any requirements for bid guarantees, performance bonds, and payments bonds, the subrecipient must meet the requirements of the State.

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Executive Order 13202

Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and subrecipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. If you are one of these people or an employee of one of these organizations, then you must ensure that the bid specifications, project agreements, and other controlling documents do not:

- Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
- Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

3.9 ALLOWABLE COSTS

Introduction

Allowable costs (for all non-Federal entities, other than for-profit entities and hospitals) are those costs consistent with the principles set out in the Uniform Guidance 2 C.F.R. § 200, Subpart E, and those permitted by the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute and agency requirements. This chapter highlights certain elements of allowable costs. For more information about specific factors that affect whether costs are allowable, refer to 2 C.F.R. § 200, Subpart E, including the list of specific items of cost in 2 C.F.R. § 200.420 through 200.475.

Set out below is additional guidance on cost categories and selected items of cost that are often relevant to DOJ awards.

Compensation for Personal Services

Limit on Use of Award Funds for Employee Compensation

You may not use Federal grant funds to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110 percent of the annual maximum 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.

▶ OJP SPECIFIC TIP

With respect to the limitation, compensation for salary plus bonuses are applicable to any award of more than $250,000.

The 2015 salary table for SES employees is available on the U.S. Office of Personnel Management's 2015 Executive and Senior Level Employee Pay Tables web page.

A recipient may compensate an employee at a higher rate, provided the amount in excess of the limitation is paid with non-Federal funds. For employees who charge only a portion of their time to an award, the allowable amount to be charged to that award is equal to the percentage of time worked on the grant times the maximum salary limit (110% of SES salary).

▶ OJP SPECIFIC TIP

The Assistant Attorney General for OJP (or, for certain awards, the official listed in the applicable program solicitation) may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget. The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

3.9 ALLOWABLE COSTS

FINANCIAL MANAGEMENT TIP

Any additional compensation beyond 110 percent of the U.S. Government SES level will not be considered matching funds where matching requirements apply.

Support of Salaries, Wages, and Fringe Benefits

Charges made to Federal awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. See 2 C.F.R. § 200.430.

- Charges must be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable and properly allocated.
- Documentation for charges must be incorporated into the official records of the organization.
- Support must reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies.
- Where grant recipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- In cases where two or more grants constitute one identified activity or program, salary charges to one grant may be allowable after written permission is obtained from the awarding agency.

FINANCIAL MANAGEMENT TIP

Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed.

OJP SPECIFIC TIP

- Added Work
  As a recipient or subrecipient, you may employ a State or local government worker to complete tasks in addition to his or her full-time job, provided the work is performed on the employee's own time and:

  You pay him or her compensation that is reasonable and consistent with that paid for similar work in other activities of State or local government;

  The employment arrangement is approved and proper under State or local regulations (e.g., no conflict of interest); and

  The time and/or services provided are supported by adequate documentation.

3.9 ALLOWABLE COSTS

Overtime Compensation

Recipient and subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week (usually 40 hours).

- Payment of more than occasional overtime is subject to periodic review by the awarding agency.
- In addition, overtime compensation is typically reviewed during site visits and audits.

Executives, such as the president or executive director of an organization, may not be reimbursed for overtime or compensatory time under grants and cooperative agreements.

Overtime payments are allowable, unless otherwise restricted (i.e. by your federal award or program guidance) only to the extent that payment for such services is in accordance with the policies of the organization. The overtime premiums should be prorated among all jobs or activities and not be charged exclusively to the Federal award unless permitted by the specific program.

FINANCIAL MANAGEMENT TIP

In no case is dual compensation allowable. That is, an employee may not receive compensation from his/her organization AND from an award for a single period of time (e.g., 1 to 5 p.m.), even though such work may benefit both activities.

Conferences and Workshops

Allowable costs for conferences **may** include amounts you pay for the following:

- Conference or meeting arrangements
- Publicity
- Registration
- Salaries of personnel
- Rental of staff offices
- Conference space
- Recording or translation services
- Postage
- Telephone charges
- Travel expenses (this includes transportation and subsistence for speakers or participants)
- Lodging (restrictions apply—please see below)

3.9 ALLOWABLE COSTS

▶ OJP SPECIFIC TIP

All contracts under an award funded by OJP awards for events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, as the recipient, you would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is $78 per night, and the event lodging rate is $100 per night, you would be required to pay the full $100 per night, not just the difference of $22 per night.

Travel

Travel expenses are allowable costs for employees who are in travel status on official business related to the award. These costs must be reasonable and in accordance with the organization's established travel policy. In absence of an established travel policy, the organization must comply with the Federal travel regulations. See 2 C.F.R. § 200.474.

- The DOJ awarding agency reserves the right to determine the reasonableness of an organization's travel policy.
- Subrecipients of States must follow their State's established travel policies.
- If a State does not have an established travel policy, the subrecipient must abide by the Federal travel policy including per diem rates.
- The current travel policy and per diem rate information is available at the Per Diem rates section of the U.S. General Services Administration (GSA) website

Foreign travel is defined as any travel outside of Mexico, Canada and the United States and its Territories and possessions.

- For an award recipient or subrecipient located outside Mexico, Canada and the United States and its Territories and possessions, foreign travel means travel outside that country.
- Prior approval is required for all foreign travel (see Chapter 3.6).

Project Site

The cost of space in privately or publicly owned buildings used for the benefit of the project is allowable subject to the conditions stated below:

- The total cost of space does not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- The cost of space procured for project usage is not charged to the program for periods of non-occupancy without authorization of the grant making component.
- The rental cost for space in a privately owned building is allowable. Rental costs may not be charged to the grant if the recipient owns the building or has a financial interest in the property. However, the cost of ownership is an allowable expense.

3.9 ALLOWABLE COSTS

- Cost of ownership expenses for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed.
- Ownership expenses must be determined on the basis of actual cost (including depreciation based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- Rental costs may not be charged for building purchases or construction originally financed by the Federal Government.
- Costs for rental of any property (to include commercial or residential real estate) owned by individuals or entities affiliated with the recipient or subrecipient for purposes such as the home office workspace, are unallowable. The cost of related utilities is also unallowable.

The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and maintenance, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.

Costs incurred for rearrangement and alteration of facilities required specifically for the award program, or that materially increase the value or useful life of the facility, are allowable when specifically approved by the awarding agency. See 2 C.F.R. § 200.462.

Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by the Federal awarding agency. See 2 C.F.R. § 200.446.

The cost of space procured under rental-purchase or a lease-with-option to purchase agreement is allowable when specifically approved by the awarding agency. This type of arrangement may require application of special matching share requirements under construction programs.

Printing

The cost of electronic and print media, including distribution, promotion, and general handling, are allowable. If these costs are not identifiable with a particular project or cost activity, the costs should be allocated as indirect costs to all benefiting activities of the organization.

Pursuant to the Government Printing and Binding Regulations, no project may be awarded primarily or substantially for the purpose of having material printed for the awarding agency. The Government Printing and Binding Regulations allow:

- The issuance of a project for the support of non-Government publications, provided such projects were issued pursuant to an authorization of law, and were not made primarily or substantially for the purpose of having material printed for the awarding agency.
- The publication of findings by recipients/subrecipients within the terms of their project provided such publication is not primarily or substantially for the purpose of having such findings printed for the awarding agency.

See 2 C.F.R. § 200.461.

3.9 ALLOWABLE COSTS

Publication

Guidance for publication costs is set out in 2 C.F.R. § 200.461. To be considered allowable, publication costs must be incurred for work done according to a process that the recipient has described in writing. This process should include writing, editing, and preparing the illustrated material (including videos). Alternatively, it may include only the internal printing requirements from the recipients/subrecipients in accordance with the terms of the project.

- DOJ has authorized any recipient or subrecipient employee to make or have made by any means available to him or her, without regard to the journal copyright and without royalty, a single copy of any such article for his or her own use.

Recipients are encouraged to make the results and accomplishments of their activities available to the public. Recipients publicizing project activities and results must adhere to the following parameters:

- Responsibility for the direction of the project activity should not be ascribed to the grant-making component.
  - The publication must include the following statement: "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 or grant-making component."
  - The publication must not convey DOJ's official recognition or endorsement of the recipient's project simply based on having received funding.
  - Recipients may file a separate application with the grant-making component requesting official recognition.
- In all materials publicizing or resulting from award activities, you must acknowledge awarding agency assistance. An acknowledgement of support shall be made through use of the following or comparable footnote:
  - "This project was supported by Award No.XXXXX awarded by the (name of specific office/bureau), Department of Justice."
- You and any subrecipient are expected to publish or otherwise make widely available to the public, as requested by the awarding agency, the results of work conducted or produced under an award.
- All publication and distribution agreements with a publisher must include provisions giving the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes (see Chapter 3.7). The agreements with a publisher should contain information on the awarding agency requirements.
- Unless otherwise specified in the award, recipients/subrecipients may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material will be subject to the same provisions giving the Federal Government a license as described above.
- You shall submit a publication and distribution plan to the awarding agency before materials developed under an award are commercially published or distributed.
  - The plan must include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and—to assure reasonable competition—the identification of firms that will be approached.
  - Recipients/subrecipients must obtain prior agency approval of this plan for publishing project activities and results when it uses Federal funds to pay for the publication.

3.9 ALLOWABLE COSTS

▶ OJP SPECIFIC TIP

Recipients/subrecipients are permitted to display the official awarding agency logo in connection with the activities supported by the award, with the prior approval of the awarding agency. In this respect, the logo must appear in a separate space, apart from any other symbol or credit.

The words "Funded/Funded in part by DOJ" shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the awarding agency.

Duplication

If recipients/subrecipients need to duplicate less than 5,000 units of only one (1) page, or less than 25,000 units in the aggregate of multiple pages, of its findings for the awarding agency, DOJ will not consider this duplication to constitute printing primarily or substantially for the awarding agency (e.g., 5,000 copies of 5 pages, etc.). Duplicated pages may not exceed a maximum image size of 10¾ by 14¼ inches.

Other Allowable Costs

- Recipients can expense costs associated with software development in the period the costs are incurred, subject to the limits outlined in the budget and budget narrative.
- Recipients may not use an accelerated method to calculate depreciation without clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portion than in the later portion of its useful life.
- Post-employment benefits are allowable costs if funded in accordance with actuarial requirements.
- In accordance with 2 C.F.R. § 200.428, costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect cost, as appropriate.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

For OVW recipients, Conference Approval, Planning and Reporting guidance is available here.

Introduction

The purpose of this section is to provide guidance to OJP/COPS Office grantees (including cooperative agreement recipients and subrecipients) and contractors that conduct training sessions, meetings, or conferences.

For purposes of this chapter (OJP/COPS Office Conference Approval, Planning, and Reporting) references to "contractor" means a Federal contractor, unless context indicates otherwise. Click here to sign up for email notifications for any changes to the Conference Cost Policy pages: Email Notification (Click to Subscribe)

What's New

Conference Policy Last Updated March 18, 2013

- **"When No Prior Approval is Required" page published with checklist to help recipients determine which events are exempt from the prior approval process.**
- **Guidance on application of indirect cost rates to conference costs.**
- **New FAQs.**
- **Delinquent reports may result in a hold on remaining award funds.**

Policy Overview

All conferences (defined broadly to include meetings, retreats, seminars, symposia, events, and group training activity) conducted by cooperative agreement recipients or contractors funded by OJP/COPS Office must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests for conferences costing $100,000 or less and not exceeding any cost thresholds must be submitted a minimum of 90 days in advance of the start date. All conferences costing more than $100,000 or exceeding any one cost threshold must be submitted a minimum of 120 days in advance of the start date. See the Prior Approval Required section for more information.

In addition, cooperative agreement recipients and contractors conducting conferences that cost more than $20,000 must report actual conference expenses within 45 days after the last day of the event. See the Post-Event Reporting section for more information.

No hotel/venue or audio-visual contracts may be entered into before such prior approval has been obtained in writing from OJP/COPS Office.

Grants

Conferences conducted by grant recipients do not require prior approval. However, grant recipients must ensure compliance with the food/beverage, meeting room/audio-visual, logistical planner, and programmatic planner limitations and cost thresholds. (Note – if you do not have a "K" in the last 4 characters of your award number, your award is a grant.)

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Cooperative Agreements

Cooperative agreement recipients must receive written prior approval for all conferences. Cooperative agreement recipients may not proceed with a conference until appropriate approval has been received, must comply with the approval process regarding logistical conference planning (see section on logistical conference planning), and must keep their program manager informed of all decisions being made during the conference planning process. (Note – if you have a "K" in the last 4 characters of your award number, your award is a cooperative agreement.)

Contracts

Contract recipients must receive written prior approval for all conferences.

Cost Thresholds

Cost thresholds and limitations are in place for the following items:

- Meeting room/audio-visual services (lesser of $25 per day per attendee or $20,000)
- Logistical planners (lesser of $50 per attendee or $8,750)
- Programmatic planners (lesser of $200 per attendee or $35,000)
- Food and beverage (generally not allowed)
- Refreshments (generally not allowed)

While there are exceptions to these thresholds and limitations, they are rare and require extraordinary justification as well as approval outside and above OJP/COPS Office. See the Conference Costs and Prior Approval Required sections for more information.

Definitions

The following definitions pertain specifically to conference costs. Additional definitions can be found in the Glossary of Terms, Appendix 5.2. See 41 C.F.R. § 300-3.1 for a glossary of travel terms.

Agenda means a *formal agenda* that provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and/or beverages will be provided.

Conference is defined broadly, and includes meetings, retreats, seminars, symposia, and training activities. See 2 C.F.R. § 200.432 for general cost principles that apply to conferences.

- A conference typically is a prearranged formal event with at least some of the following characteristics: designated participants and/or registration; a published substantive agenda; and scheduled speakers or discussion panels on a particular topic.
- A conference typically is not a routine operational meeting, a law enforcement operation or prosecutorial activity in connection with a specific case or criminal activity, a testing activity, or a technical assistance visit. Please refer to the definitions of these set out below to decide whether your event requires prior approval and reporting under this guidance.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Conference costs and conference expenses mean all costs using DOJ funds associated with planning, hosting, sponsoring, or otherwise holding any conference, including all of the categories of costs listed below:

- Conference meeting space (including rooms for breakout sessions)
- Audio-visual equipment and services
- Printing and distribution
- Meals provided at the event (generally unallowable)
- Refreshments (generally unallowable)
- Meals and incidental expenses (M&IE portion of per diem)
- Lodging
- Air travel to/from conference
- Local transportation (e.g., rental car, privately owned vehicle to-and-from-the airport, taxi)
- Logistical conference planner
- Programmatic conference planner
- Trainers, instructors, presenters, or facilitators
- Other costs which must be identified individually
- Staff time associated with planning and holding the conference
- Indirect costs/overhead rates applied to direct costs associated with the conference (In accordance with negotiated agreements, all indirect costs associated with a conference must be applied to the above categories as appropriate and reported as conference costs.)

Law enforcement operation means events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations. For example:

- A meeting between the police department and local trafficking service providers related to an impending raid on a labor trafficking site would be a law enforcement operation.
- However, a conference about human trafficking that brought together the police department and local trafficking service providers to train, discuss their overall trafficking initiatives, and develop professional relationships, would not be a law enforcement operation.

A **routine operational meeting** typically does not have a formal published agenda, scheduled speakers, or discussion panels, and is defined as an event where the:

- Primary focus is the recipient's day-to-day operations and concerns (e.g., staff meetings, all hands meetings);
- Attendees overwhelmingly are internal to the organization holding the meeting; and
- Answer to all ten questions on the checklist on the No Prior Approval Required page is "No."

Technical assistance visit means travel by an individual or a small group of grantee/contractor staff members or consultants to provide training or technical assistance to a particular entity, where there are no costs to DOJ funds for meeting rooms, conference planning, or trinkets. Reasonable travel costs (lodging, transportation, local transportation, audio-visual, printing, and meals and incidental expenses [M&IE]) for technical assistance staff may be reimbursed.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Testing activity means an event where the primary purpose is to evaluate an individual's qualifications to perform certain duties necessary to perform his or her job. The most common examples include events held for firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

Federal facility means property or building space owned, leased, or substantially controlled by the Federal Government or the government of the District of Columbia.

Non-Federal facility is any facility that is not a Federal facility. State and local facilities are considered "non-federal facilities". For further clarification see 5 U.S.C. § 4101(6).

Logistical conference planners perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and arranging for audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions.

Programmatic conference planners develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants.

Total Costs are defined as direct and indirect costs.

Per Attendee means *all* attendees, federal and non-federal.

Subaward/Subcontract includes any agreement under which the award recipient outsources work, goods, or services related to the conference; indirect cost rates may only be allocated to the first $25,000 of each such agreement. See 2 C.F.R. § 200.330; 2 C.F.R. § 200 Appendix III C.2 (IHE); 2 C.F.R. § 200 Appendix IV. B.2.c (non-profits); and 2 C.F.R. § 200 Appendix VII C.2.c (State and local).

No Prior Approval Required

Prior approval is not required for the following types of award recipients and/or activities.

Grantees Who Do NOT Have a Cooperative Agreement Type of Grant Award

Reasonable conference-related activity costs are allowable uses of OJP/COPS Office funding as long as the grant budget has been approved by OJP/COPS Office. Meals, refreshments, and trinkets generally are not allowable.

- OJP/COPS Office does not require non-cooperative agreement grantees to obtain additional prior approval from OJP/COPS Office for specific conference costs.
- Cost limits apply. Even though prior approval of most conference costs by OJP/COPS Office is not required, OJP/COPS Office expects grantees to make every effort to stay within the cost limitation thresholds on meeting space, audio-visual equipment/services, and conference planning, as set out in this guidance. Where grantees plan to exceed (or do exceed) these cost limitations, they must maintain adequate documentation that such costs were reviewed by the grantee through some internal process, and that the costs were determined to be justified by the grantee. This documentation will be subject to review during monitoring and audits.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

☑ ACTION ITEM

In very limited circumstances, grantees may seek prior approval for an exception to provide meals, refreshments, or trinkets with grant funds. OJP/COPS Office rarely approves such requests.

Operational Meetings and Technical Assistance

In response to questions regarding what qualifies as operational meetings and technical assistance visits, OJP/COPS Office developed a checklist to alleviate some of the uncertainty regarding whether an event requires prior approval. Incorporated onto the top of Sheet A of the Conference & Events Submission Form are ten questions. If the answers to all of the ten questions are "No," the event does not require prior approval:

1. Is the cost of the event greater than $20,000?
2. Are there meeting room costs?
3. Are audio-visual costs greater than $25 per attendee or more than $1,000 in total?
4. Are there any food and beverage costs?
5. Did the request for the meeting come from multiple jurisdictions or agencies?
6. Do the participants represent multiple agencies that are not co-located or joined by an agreement (e.g., task force with MOU)?
7. Are there trinkets being purchased?
8. Is there a formal published agenda?
9. Are formal discussions or presentation panels planned?
10. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging for a small number of individuals?

The above checklist should be utilized to assist with questions regarding the definition and differences between technical assistant visits and trainings. If the answers to the above questions for an event are all "No" it does not require prior approval.

Law Enforcement Activity

Events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations, do not require prior approval.

Training or Speaking at a Non-DOJ-Sponsored Conference

Providing training at or speakers for a non-DOJ-sponsored conference, but not contributing to overall conference planning or costs is generally considered a technical assistance event. These events do not require prior approval if the answer to all the following questions is "No":

1. Is the cost of the event greater than $20,000?
2. Are there meeting room costs that will be paid for with DOJ federal or match funds?

3. Are the audio-visual costs (if any) greater than $25 per attendee or more than $1,000 in total for this specific event?
4. Are there any food and beverage costs that will be paid for with federal funds? (does not include per diem reimbursements to grantee staff or consultants)
5. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging?
6. Is any other type of participation being provided in the event (e.g., exhibit booth sponsorship, overall conference sponsorship, sponsorship or provision of non-workshop good/services)?

Note: Providing multiple speakers to a conference (generally exceeding $20,000 in total costs) or providing other types of direct or indirect support (e.g., sponsoring an exhibit booth using federal funding) that offsets the costs of the non-DOJ sponsored conference hosted by a third-party may be considered a federally-funded "sponsor," which some may construe as OJP/COPS Office-sponsorship of the overall conference. For these reasons, OJP/COPS Office may require these types of situations be approved as a "DOJ-sponsored" event, on a case by case basis.

Testing Activity

The primary purpose is to evaluate an individual's qualifications to perform certain duties necessary to his or her job. The majority of the event must be devoted to the administration and taking of the test. The most common examples include events held for firearms and weaponry proficiency testing and certification. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

Video Conferences and Webinars

Webinars and video conferences do not require prior approval if there are no costs for logistical conference planning or for Government-provided food or beverages.

Prior Approval Required

Prior approval is required for the following types of award recipients and/or activities.

Grantees Who Have a Cooperative Agreement Type of Grant Award

Cooperative agreement recipients must seek and obtain OJP's/COPS Office's prior written approval for each event held with OJP/COPS Office funds, and for all conference costs associated with that event that are paid by OJP/COPS Office funds.

- No conference (regardless of the number of attendees) can proceed, nor can conference-related contracts (e.g., hotel contracts and travel arrangements/reservations) be signed, or conference implementation funding be obligated/work authorized (whether performed by cooperative agreement staff or outside staff), until the cooperative agreement recipient has obtained DOJ's approval in writing.
- Approval of the overall cooperative agreement proposal or budget does not grant prior approval to use federal funds for events anticipated in the budget.

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- The reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request are allowable without prior approval by OJP/COPS Office. However, cooperative agreement recipients should work with the relevant program office to ensure that any costs authorized are reasonable and minimal.
- Those entities with conference planning contracts providing support for planning as well as implementation logistics should only authorize the tasks absolutely necessary to identify the most cost-effective conference locations/services, and to prepare and negotiate cost proposals for submission to DOJ.

Contracts

Contractors must seek and obtain OJP's/COPS Office's prior written approval for each event held with OJP/COPS Office funds, and for all conference costs associated with that event that are paid with OJP/COPS Office funds.

Timing of Requests for Prior Approval

Event Parameters	Mandatory Timeframe for Prior Approval Request
Conferences costing **$100,000 or less, and not exceeding any cost thresholds** (conference space & audio-visual equipment/services, logistical conference planner, and programmatic conference planner)	Requests **must** be submitted to OJP/COPS Office **90 calendar days** in advance of the earliest of the following: • Start date of the conference; • Deadline for signing conference-related contracts, or • Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request.)
Conferences costing **over $100,000, or exceeding any one cost threshold** (conference space & audio-visual equipment/services, logistical conference planner, or programmatic conference planner)	Requests must be submitted to OJP/COPS Office **120 calendar days** in advance of the earliest of the following: • Start date of the conference; • Deadline for signing conference-related contracts, or • Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

☑ ACTION ITEM

OJP/COPS Office may, at its sole discretion, consider prior approval event requests that are submitted late, but cannot assure that such requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP/COPS Office.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Submitting an Event Request

All cooperative agreement and contract recipients must complete the Conference & Events Submission Form and obtain OJP's/COPS Office's prior written approval for each event held with OJP/COPS Office funds. Each submission must contain all the applicable information (e.g., start date, end date, conference planner, M&IE) to assist in a thorough review. The recipient must provide justification where required by the form. If additional space is needed, please add a tab to the form. All supporting documentation should be embedded and included within the spreadsheet file. This ensures one file per submission, reduces the number of questions, and reduces the possibility of necessary information getting lost or separated from the main submission file. Note: Supporting calculations and agendas (submitted on a separate tab) must be included in all submissions.

To obtain a blank copy of the form click here.

Submitting a Blanket Request

A Conference & Events Submission Form may be completed to host a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the same fiscal year. The recipient must first estimate the average cost of each event and select the highest cost from each event to complete the submission form. Click here to obtain instructions for submitting a blanket request.

Submit completed prior approval requests on the Conference & Events Submission Form to the following email addresses:

Bureau of Justice Assistance (BJA): BJAConferencereport@usdoj.gov
All other OJP Bureaus and Offices: OJPConferencecosts@ojp.usdoj.gov
COPS Office: COPSConferencecosts@usdoj.gov

Prior Approval Submission Issues

- The conference has not occurred and additional costs have been identified.
  - If additional costs not represented in the submitted prior approval request are estimated to exceed 10% and $1,000 of the original prior approval amount in any conference cost category or in total, the contractor/cooperative agreement recipient should submit an amended conference request form containing the new amounts for prior approval.
  - If the conference now exceeds $100,000 in total costs, or if any cost category thresholds are exceeded, additional review is required beyond OJP/COPS Office. The new request for prior approval should be submitted 120 days prior to the conference date. If the resubmission is outside of that timeframe, OJP/COPS Office may not have adequate time for the review and approval process.
- Conference was not approved in advance.
  - If the conference has occurred without advance approval, the contractor/cooperative agreement recipient must submit the required conference approval form with detailed justification as to why the event was not submitted for advance approval. The conference approval form must be reviewed/approved by the bureaus and program offices. OJP/COPS Office may, in its sole discretion, consider approving the event retroactively. If OJP/COPS Office considers costs ineligible for approval, the costs will be unallowable.

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- Cost estimates.
  - Cooperative agreement and contract recipients must provide detailed cost estimates for each conference cost category (e.g., lodging rate per attendee, itemized audio-visual cost, transportation). Cost comparisons should be conducted to minimize costs of contracts for services, unless a specific provider is required by a facility. See Location Selection for a discussion of facility and venue selection.

Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- Actual or estimated costs.
  - Recipients must provide actual costs where possible, but may provide estimates for purposes of submitting requests for prior approval. For post-event reporting, actual costs must be provided.
- Co-sponsors.
  - Costs covered by non-DOJ co-sponsors are not subject to the conference cost limits and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event. Such co-sponsor funding generally is not considered program income.
- Program income/fees.
  - Conference costs covered by program income (for example, from conference fees) are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event. For purposes of overall conference prior approval, however, if program income will be used to offset a conference cost line item, please demonstrate that in the supporting calculations. Also ensure that any agendas with meals or refreshments funded by program income or other non-DOJ funding are clearly labeled as not funded by DOJ. Recipients that are permitted to charge fees, or otherwise generate program income, must account for those funds up to the same ratio of Federal participation as funded in the project or program. Example: A discretionary award project funded with 100% Federal must account for and report on 100% of the total program income earned. If the total program income earned was $20,000, the recipient must account for and report the $20,000 as program income on the Federal Financial Report (FFR), SF-425.
- Individual purchases.
  - Individual purchases of goods or services by attendees of the conference at the conference location are not considered to be "conference fees." An independent contractor (e.g., hotel, vendor), without any federal involvement whatsoever, may collect fees from recipients to cover the costs of specific goods or services that cannot be purchased with federal funding or are otherwise not approvable, so long as the good or service is not prohibited (e.g., alcoholic beverages). These fees are not considered program income and should only be collected to offset the costs incurred.
- Ticketed events.
  - Related to individual purchases, a recipient may hold a session where attendees have the option of purchasing a meal or refreshment directly from the hotel (a "ticketed event"). A recipient may communicate the availability of such a session to conference attendees, and as long as the recipient is not involved in the collection of the fees, the fees are not considered program income. The costs for services provided by the independent vendor with such fees are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event.

- Attendee costs.
  - For prior approval and reporting purposes, a cooperative agreement recipient must report all costs of attendance supported by the award, including conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP/COPS Office may supplement the recipient's data with available data on attendance costs related to DOJ employees, and non-DOJ attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)

Event Planning Guidance

Minimize Costs Where Possible

All OJP/COPS Office funding recipients must thoroughly review all planned conference costs to ensure that such costs are reasonable and absolutely necessary. **Every effort should be made to conduct conferences via webinar, teleconference, or video conference.** In-person, face-to-face conferences should only be held when necessary and no other option exists to conduct the business without travel and related costs. Note: Your submission should include a statement discussing why the event cannot be conducted via webinar, teleconference, or video conference. This can be done on a separate tab on the Conference & Events Submission form.

Location Selection

- Cost comparisons.
  - All funding recipients should conduct pricing comparisons of multiple facilities in multiple *locations*. Minimizing costs must be a critical consideration when determining the city and facility in which to hold a conference. Cost comparisons should include the following:
    - Overall facility cost;
    - Availability of lodging at per diem rates;
    - Convenience of location;
    - Availability of meeting space, equipment, and supplies, and
    - Commuting/travel distance for attendees.

In conducting cost comparisons of facilities, recipients should send the same detailed requirements to all potential facilities, and refrain from making commitments to any particular facility until the comparison is complete (and written approvals have been obtained).

- Location.
  - Recipients should compare multiple locations.
    - Cooperative agreement and contract recipients must consider multiple locations (i.e., multiple cities). Where cooperative agreement and contract recipients consider only facilities in one city, they must include in their request for approval a written justification for that location.
    - Grant recipients *should* consider multiple locations, and should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.
- Facility.
  - Recipients should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements.

- *Federal facilities or no-cost facilities preferred.* Recipients must make every effort to use no-cost facilities, including available governmental facilities, to the extent practicable. (See links to two different listings of federal facilities at the end of this chapter under Resources.) Grantees may use non-federal facilities. Grantees are not required to consider or use federal facilities, but are encouraged to do so where feasible.
- *Non-federal facilities.* If no federal facility is available, or the federal facility would be more costly or otherwise does not meet the requirements of the event, a cooperative agreement or contract recipient may use a non-federal facility. Grantees may use non-federal facilities. Grantees are not required to consider or use federal facilities, but are encouraged to do so where feasible.
- *Primarily federal events.* If the conference attendees will be primarily federal employees (more than 50%, based on a reasonable estimate), recipients may be required to submit additional justification for a non-federal facility, and should contact their OJP/COPS Office point of contact for additional information.

- Appearance considerations.
  - Conference planners must exercise special care when considering holding a conference in any location that may give rise to appearance issues. Conference planners must ensure that the choice to hold a conference in such a location is made only when there is a determination that it is the most cost-effective option.

Conference Fees

Grant and cooperative agreement recipients may charge fees to cover part or all conference costs if prior approval from the awarding agency is obtained. Such fees are considered program income and are subject to the rules applicable to program income (see Chapter 3.4 Program Income).

Conference Planning Services and Staff Time

All cooperative agreement and contract recipients (but not grant recipients) must obtain prior written approval from OJP/COPS Office before incurring conference planning costs in accordance with the previously described approval process, except for such costs that are the reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request. This requirement applies whether the work is performed by the recipient's staff or subcontracted out.

- In-house versus subcontracted planning.
  - Recipients often provide conference planning services either through their own staff and resources, or through contracted external conference planners. Minimizing costs must be a critical consideration in this decision.
  - Recipients often are selected based on their ability to provide programmatic conference planning services (e.g., developing the conference agenda), but may also need to undertake logistical planning functions as well. In some cases, such logistical planning functions (e.g., negotiating hotel contracts, sending invitations, managing registration) may be performed at lower cost by a logistical planning service, which may be able to charge lower rates than the funding recipient for staff time, and may be more experienced in negotiating hotel and other necessary conference-related contracts.
  - Generally, a recipient should consider procuring logistical conference planning services when it does not have in-house expertise in such logistical planning, and when such services would result in lower overall costs to the Federal Government.
- Cost limits.
  - All conference planner costs must be reasonable for the scale of the conference. Cooperative agreement and contract recipients providing conference planning, either in-house, or through subcontracted planning services, must adhere to the following cost limits:

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- *Logistical conference planners* perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions. The cost of *logistical* conference planners may not exceed $50 per attendee, not to exceed $8,750. For example, if the number of attendees at a 2-day conference is 100, the maximum cost allowed for a logistical planner is $5,000 ($50 x 100 attendees). Logistical planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs.
- *Programmatic conference planners* develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants. The cost of programmatic conference planners may not exceed $200 per attendee, not to exceed $35,000. For example, if the number of attendees at a 2-day conference is 100, the maximum cost allowed for a logistical planner is $20,000 ($200 x 100 attendees). Programmatic planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs.

Conference Cost Categories

The following cost categories relating to conferences and events are items included on the Conference & Events Submission Form.

Meeting Rooms and Audio-Visual

- Total cost limit, $25 per day per attendee, not to exceed $20,000.
  - The cost allowed for conference space and audio-visual equipment and services is limited to $25 per day per attendee not to exceed a cumulative total cost of $20,000. Total costs are defined as direct and indirect costs. Costs in excess of these established limits require additional justification and approval outside of OJP/COPS Office.

Printing

Every effort should be made to provide conference materials to participants electronically or via print-on-demand services/options. Printed materials should maximize paper usage (printing on both sides) and minimize higher cost options (color printing) where possible.

Meals and Refreshments

- Generally unallowable.
  - Meals and refreshments are generally not allowable costs for conferences funded under OJP/COPS Office awards, unless the recipient obtains written prior approval from OJP/COPS Office. This applies to all awards, including contracts, grants, and cooperative agreements. In general, DOJ may approve such costs only in cases where:
    - Sustenance is not otherwise available (e.g., extremely remote areas);
    - The size of the event and nearby food/beverage vendors would make it impractical to not provide meals and/or refreshments; or
    - A special presentation at a conference requires a plenary address where there is no other time for sustenance to be obtained.
  - Water provided at no cost to the OJP/COPS Office award is, of course, allowable without prior approval.
- Cost limits on meals.

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- If prior approval is obtained to provide food and/or beverages at an event, the DOJ and its grantees, cooperative agreement recipients, and contractors must all follow the limits in the Food and Beverage Policy on meals.

Meals and Incidental Expenses Reimbursement

- Deduction of meals from requests for Meals and Incidental Expenses reimbursement (M&IE).
  - All conference attendees must ensure that any provided meal is deducted from their claimed M&IE. For example, if lunch is provided, the recipient must deduct the value of the lunch from the amount of M&IE claimed (even if non-DOJ funds are used to provide the meal). The General Services Administration (GSA) M&IE breakdown can be found on the GSA website.

Lodging

- Federal per diem rates preferred.
  - OJP/COPS Office is aware that some DOJ funding recipients may have received a DOJ memorandum entitled *Restrictions on Per Diem Rates for Attendance at Conferences*, dated April 27, 2012. At this time, the referenced memorandum only applies to DOJ (Federal) personnel; however funding recipients should anticipate that staying within Federal per diem rates is strongly preferred and OJP/COPS Office will not likely approve grantee requests for waivers to the Federal per diem rate, or cooperative agreement recipient's organizational per diem rate (whichever is applicable).
  - See Chapter 3.9 Allowable Costs for more guidance on travel costs.

Transportation

Include all costs, including baggage fees, related to common carrier transportation to and from the conference location paid with OJP/COPS Office funds.

Local Transportation

Include rental car, mileage to-and-from the airport or the conference (if local), and taxi charges.

Logistical Conference Planner

- The total cost limit is $50 per attendee or $8,750, whichever is lower.
- Cooperative agreement recipients should include all staff time related to logistical planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted, or subawarded logistical planning costs should also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP/COPS Office.

Programmatic Conference Planner

- The total cost limit is $200 per attendee or $35,000, whichever is lower.
- Cooperative agreement recipients should include all staff time related to programmatic planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted or subawarded programmatic planning costs should be also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP/COPS Office.

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Conference Facilitator/Trainer/Instructor/Presenter

Include all trainer and speaker fees. If the fee exceeds the maximum consultant rate, please include a copy of the consultant rate approval with the Conference & Events Submission Form on one of the available extra tabs. Also include a copy of the agenda (a draft version is acceptable) in one of the available tabs with the prior approval submission.

Other

All "Other" costs must be itemized on the Conference & Events Submission Form. Detailed descriptions and justification of the Other cost line items must be provided in the additional tabs.

Indirect Rate Costs

Indirect costs associated with the direct costs necessary to plan and hold a conference must be included in all conference cost reporting. The submission form contains a column allowing for the allocation of indirect rate cost to each category.

Cooperative agreement recipients should pay particular attention to the two areas listed below to ensure that the application of indirect cost rate is in compliance with the existing requirements of the Government-wide grant rules set out by the Office of Management and Budget (OMB):

$25,000 Subcontract/Subaward Limitation. Indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first $25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference-related subcontracts and subawards. For purposes of this chapter, a subcontract or subaward is any agreement under which the awardee outsources work, goods, or services related to the conference, including those with hotels and travel agents. See 2 C.F.R. § 200, Appendix III.C.2 (Indirect costs - IHE); 2 C.F.R. § 200, Appendix IV.B.2 c (Indirect costs - non-profits); or 2 C.F.R. § 200, Appendix VII.C.2.c (Indirect costs - State and Local).

Participant Support Costs. Participant support costs are generally excluded from the distribution base. Therefore, indirect costs may not be applied against participant support costs. Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. See 2 C.F.R. § 200.75. This exclusion applies to the *entirety* of any subcontracts for the lodging and travel of conference participants or trainees (but not employees).

Costs related to contractors of the recipient who are acting in the capacity of a "Conference Trainer/Instructor/Presenter/Facilitator" are considered participant support costs.

Gifts/Trinkets/Memorabilia/Commemorative Items

Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc., regardless of whether they include the conference name or OJP/COPS Office logo) must not be purchased with DOJ funds as giveaways for conferences. Basic supplies that are necessary for use during the conference (e.g., folders, name tags) may be purchased.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Post Event Reporting

All conference costs for events held by cooperative agreement recipients or contractors costing more than $20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event.

Cooperative agreement recipients and contractors must submit the completed Conference & Events Submission Form showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and $1,000. Completed reports for OJP recipients should be emailed to OJPConferenceCostReporting@ojp.usdoj.gov, and completed reports for the COPS Office should be emailed to COPSConferencecosts@usdoj.gov.

If the pre-approved costs were exceeded by more than 10% and $1,000, the contractor or cooperative agreement recipient should submit a detailed explanation with their post event Conference & Events Submission Form to support the additional costs.

The following situations and costs require additional explanation and will be considered unauthorized until OJP/COPS Office has reviewed the additional documentation:

- If the prior approval cost category contains no cost, but the post event report contains costs in that category.
- If the prior approval audio-visual/meeting room, logistical, and programmatic planner costs are less than the thresholds, but actual costs exceed the thresholds.
- If the prior approval total cost is less than $100,000, but the actual costs exceed $100,000.
- If the prior approval total cost is less than $500,000, but the actual costs exceed $500,000.

Grant recipients are not required to file post event reports, but should maintain documentation for purposes of monitoring and audit.

Deadlines

All conference costs must be reported no later than 45 calendar days after the end of any event that meets the following criteria:

- Total cost of the event exceeds $20,000, or
- More than 50% of attendees are DOJ employees.

The conference report should include the purpose of the conference, number of participants in attendance, a detailed breakout of all cost categories, etc. Other costs must be detailed on the form. If extra lines are needed, please list in one of the additional spreadsheet tabs.

When a prior approval amount exceeds $20,000, OJP/COPS Office expects a post event report. If the actual costs are less than $20,000, please either file the report with the actual costs or notify your program manager or OJP/COPS Office point of contact that a report is not required. Note: After the prior approval portion of the submission form has been approved, a copy of the submission form which contains the OJP/COPS Office event identifier will be returned to you. It is important to use this form for the post event report.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Delinquent Submissions and Non-Reporters

The Conference & Events Submission Form must be emailed to either OJPConferenceCostReporting@ojp.usdoj.gov or COPSConferencecosts@usdoj.gov within 45 calendar days after the last day of the event. If your Conference & Events Form is not submitted by the due date, the report is considered to be delinquent and, for cooperative agreement recipients, you may not be permitted to draw down funds through the Grant Payment Request System (GPRS). You will receive an automatic email notification if this occurs. For non-reporters, a hold may be placed on the remaining funds associated with the award and any future payment requests will be denied. For contractors, remedies for non-compliance are outlined in your contract.

Reporting Exemption

If any item(s) are paid for with registration fees or other non-award funds, then that portion of expenses does not need to be reported on the Conference & Events Submission Form. Contractors may not charge registration fees.

Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- *Actual.* Post event reports must contain actual costs.
- *Fees/program income.* Post event conference reporting should exclude costs covered by other non-DOJ funding (e.g., non-DOJ co-sponsors) or program income.
- *Logistical and programmatic planner costs.* These costs should include cooperative agreement staff time spent on these activities and any contracted planner costs.
- *Attendee costs.* For post event reporting purposes, a cooperative agreement recipient or contractor must report all costs of attendance supported by the contract or award, or by DOJ-funded conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP/COPS Office may supplement the recipient's data with available data on attendance costs related to DOJ employees, and non-DOJ attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)
- *Indirect costs.* Recipients are required to include indirect costs when determining how much was spent in each conference cost category. For example, where a recipient has a 10% indirect cost rate, the reported cost of each conference item against which this indirect cost rate is charged should be augmented by 10% to take into account the rate charged.

Public Reporting

- All post event reports for conferences costing more than $100,000 in Federal funding will be posted publicly on the DOJ website.
- If the pre-event Conference & Events Submission Form was approved for less than $100,000, the actual costs reported on the post event report cannot exceed $100,000 without additional review and approval. This requirement is also applicable to events pre-approved for less than $500,000.
- Conferences costing more than $500,000 in DOJ funds are prohibited unless a waiver is granted by the Deputy Attorney General.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

FAQs

Prior Approval

1. Approximately how long should it take to adequately complete the Conference & Events Submission form?
2. Which types of events DO NOT require prior approval?
3. Where should staff time working on the conference, which is not related to planning, be captured?
4. If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?
5. Is there a timeframe after OJP/COPS Office accepts a conference request that a recipient/contractor can expect notification of approval?
6. Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?
7. Does the $25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?
8. What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the $25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own $25 per person per day limit?
9. Can we accept complimentary food and beverage?
10. Are the thresholds ($8,750 for logistical planner, $35,000 for programmatic planner, and $20,000 for conference space and audio-visual equipment) a cumulative cost for the entire event or a per day cost?
11. To whom should I submit event requests?
12. How far in advance do I have to submit an event for review and approval?
13. What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?
14. Should I continue to exclude all food and beverage costs in my event submissions?
15. Can you summarize what I can do to prevent follow-up questions about my submitted event(s) that delay the review and approval process?
16. What events qualify for the expedited review process?

Reporting

17. Where can I find the most updated version of the conference reporting form to use for my submissions?
18. If I have a question about conference reporting, to whom should I send it?
19. Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc., or are reasonable estimates adequate for cost reporting purposes?
20. With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices (such as hotels) are not received within 30 days of the end of the event. Should estimates be included on the cost report?
21. On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Prior Approval

Question 1: **Approximately how long should it take to adequately complete the Conference & Events Submission form?**

Answer: The amount of time required to adequately complete the Conference & Events Submission Form will vary depending on the complexity of the proposed event. A small event (in terms of number of attendees, total cost, etc.) may only require an hour or two to complete the form because the event is basic/routine and data are not required in all of the available categories. On the other hand, a large event (in terms of number of attendees, multiple sessions occurring at the same time, etc.) may require several hours and/or days depending on the amount of required data (categories) and level of justification needed to support the event. Regardless of the size of any event, the supporting justification should be sufficient to support the agency's mission for conducting the event.

Question 2: **Which types of events DO NOT require prior approval?**

Answer: Currently there are six types of events which DO NOT require prior approval:

1. Conferences held by grant recipients (Note: conferences held by cooperative agreement recipients do require prior approval).
2. Law enforcement operational activities, including staging, surveillance, investigation, intelligence, and undercover activities.
3. Routine operational meetings (e.g., staff meetings, all-hands meetings), if held in a federal facility. In addition, meetings that are held by cooperative agreement recipients in a non-federal facility that does not charge for its use, and where there are no costs to DOJ for logistical conference planning or Government-provided food or beverages; in this instance, the answer to all the questions on the Prior Approval Not Required Checklist must be "No." Site visits are considered routine operational meetings regardless of location so long as there are no costs to DOJ for meeting rooms, logistical conference planning, or food and beverages.
4. Testing activities where the primary purpose of the event is to evaluate an applicant's qualifications to perform certain duties necessary to perform his or her job. This includes firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. Testing activities that are incidental to a training course or conference or are given upon its completion to determine satisfactory participation are not exempt from this policy.
5. Video conferences and webinars where there are no costs to DOJ for logistical conference planning and/or Government-provided food or beverages.
6. Technical assistance visits where travel made by an individual or a small group of project staff members to provide training or technical assistance to a particular entity; in this instance, the answer to all the questions on the Prior Approval Not Required Checklist must be "No."

Question 3: **Where should staff time working on the conference that is not related to planning be captured?**

Answer: Time spent working on a conference by staff or contractors can be classified as either Logistical planning time or Programmatic planning time. Programmatic planning includes time spent on activities such as developing the conference content and agenda, identifying and recruiting subject matter experts, and preparing written materials. Logistical planning includes time spent on tasks such as venue selection, ordering and setting up of audio-video equipment, securing hotel rooms, processing registrations, onsite support during the event, and other non-programmatic functions.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Question 4: **If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?**

Answer: Yes. Cooperative Agreement recipients and contractors should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements. A desired hotel may offer an incentive of no overall facility cost (meeting room[s] and/or audio-visual), but may not be economical in other cost comparison items such as the availability of lodging at per diem rates, commuting/travel distance for attendees, etc. Also, the recipient/contractor should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.

Question 5: **Is there a timeframe after OJP/COPS Office accepts a conference request that a recipient/contractor can expect notification of approval?**

Answer: Each conference request is unique in reference to how the event will accomplish OJP's/COPS Office's mission (meeting, conference, webinar, etc.). The key to any conference/event moving through the review process will depend on whether the package is complete. A complete package contains a detailed cost analysis and sufficient justification to support all categories within the package. Example: An event is submitted for approval which consists of the following categories: printing and distribution, M&IE, lodging, transportation, and trainer/facilitator costs. The package contains a detailed cost analysis of each cost category (e.g., one trainer at $450 per day x 2 days = $900) and adequate justification explaining the purpose of the event and the role of the trainer. This package can move through the review process in a few days and allow ample time for travelers to make reservations, if the package was submitted within the required timeframe. However, based on the example above, if the package was submitted and the trainer/facilitator's costs exceeded OJP's/COPS Office's threshold, and supporting justification was not included with the package, a delay may occur while this justification is being retrieved. To avoid delays in the approval process, all recipients/contractors should adhere to the timeframe requirements for the dollar amount of their proposed event.

Question 6: **Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?**

Answer: After receiving notification of approval from DOJ/OJP/COPS Office, all subsequent changes prior to the start day of the event should be sent to either the OJP or COPS Office Conference Costs email address, as appropriate. ***Example:*** If an event was approved by OJP/COPS Office on 9/1/20XX for an event scheduled for 12/15/20XX, the recipient/contractor should notify OJP/COPS Office as soon as possible of any changes in attendees (preferably 30 days or more in advance). This scenario holds true for changes to start and end date, location, and any other cost-related category.

Question 7: **Does the $25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?**

Answer: Yes. The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to $25 per day per attendee not to exceed a cumulative total cost of $20,000. *Total costs* are defined as direct and indirect costs.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Question 8: **What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the $25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own $25 per person per day limit?**

Answer: No. Despite the multiple meetings offered within the larger event, DOJ/OJP/COPS Office considers and approves this type of event as a single event.

Question 9: **Can we accept complimentary food and beverage?**

Answer: Yes. Complimentary food and beverages may be accepted if offered to everyone. ***Example:*** Hotel W offers a complimentary continental breakfast to all its overnight customers regardless of any status they may have with the hotel chain. This type of complimentary offer is considered a business strategy of the hotel to promote an increase in overnight stays. You are not required to reduce your M&IE by the value of the food and beverage if offered to all customers as noted in this example.

Question 10: **Are the thresholds ($8,750 for logistical planner, $35,000 for programmatic planner, and $20,000 for conference space and audio-visual equipment/services) a cumulative cost for the entire event or a per day cost?**

Answer: The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to $25 per day per attendee not to exceed a cumulative total cost of $20,000. The cost allowed for a logistical planner is the lesser of $50 per attendee or $8,750 per event. The cost allowed for a programmatic planner is the lesser of $200 per attendee or $35,000 per event.

Question 11: **To whom should I submit event requests?**

Answer: For all BJA events, the forms should be sent to: BJAConferencereport@usdoj.gov. All other OJP event forms should be sent to: OJPConferencecosts@ojp.usdoj.gov. For all COPS Office events, the form should be sent to: COPSConferencecosts@usdoj.gov. Please do not send questions or other correspondence to these email addresses. These mailboxes should be used only for the submission of conference forms and supporting documentation (e.g., hotel contracts).

Question 12: **How far in advance do I have to submit an event for review and approval?**

Answer: Requests for conferences costing *$100,000 or less, and not exceeding any cost thresholds* (conference space and audio-visual equipment and services, logistical conference planner, and programmatic conference planner) must be submitted to OJP/COPS Office 90 calendar days in advance of the earliest of the following:

- Start date of the conference;
- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

Requests for conferences costing *more than $100,000, or exceeding any one cost threshold* (conference space and audio-visual equipment and services, logistical conference planner, or programmatic conference planner), must be submitted to OJP/COPS Office 120 calendar days in advance of the earliest of the following:

- Start date of the conference;
- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

Approval Requests Submitted Less than the Required Number of Days in Advance (as noted above)—OJP/COPS Office may, in its sole discretion, consider requests that are submitted late, but cannot assure that these requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP/COPS Office.

Question 13: What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?

Answer: Below are the most common mistakes found:

- *Inaccurate calculation of daily per diem*. Daily per diem rates for locations across the Nation can be found on the GSA website. Please ensure the daily rate utilized in the calculations corresponds to the specific location and dates of the meeting. In addition, please remember that travel days are reimbursed at a slightly lower rate than meeting days. The lower rates must be used for days of travel both before and after the event. The following chart includes these lower rates:

Full Per Diem Rate	Corresponding Travel Day Rate (75%)
$46.00	$34.50
$51.00	$38.25
$56.00	$42.00
$61.00	$45.75
$66.00	$49.50
$71.00	$53.25

EXCEPTION: If your organization has its own formal, written travel policy, your event submissions can reflect that policy, instead of the rates in the chart above. In these instances, please state that you have a formal, written travel policy, and clearly explain the rates in the policy, and how the corresponding numbers in your submission were derived.

- *Insufficient explanation and justification of transportation costs*. Please remember to "break out" and briefly describe/justify the transportation costs that are included. Example: If participants are flying to your event and the tickets are being paid for with DOJ funding, you should include the anticipated number of people flying multiplied by the estimated cost per ticket. If cars will be rented you should include a brief justification for why rental cars are being used instead of another form of ground transportation, such as taxis or shuttles.
- *Insufficient explanation and justification of audio-visual costs*. All audio-visual costs should be "broken out" and briefly described. The quantity of equipment to be rented (e.g., number of microphones, projectors, etc.) should be included, along with relevant costs and a brief justification for why the proposed equipment is required to conduct a successful meeting. A discussion of how the audio-visual services provider was selected should be included (for example, did you obtain three quotes?).

- *Insufficient explanation and justification of printing costs.* Proposed printing costs for participant materials should also be itemized and briefly described. Specifically, it is important to articulate why printed materials are needed instead of making materials available electronically (at low or no cost) to attendees before and/or after the event.
- *Insufficient explanation and justification of shipping costs.* Please provide an itemization of these costs, along with a brief description of why the equipment and other materials being shipped are essential to hosting a successful conference.
- *Insufficient explanation and justification of consultant costs.* The maximum daily rate for subject matter experts who are being reimbursed for their time is noted here. Please describe all consultant costs in detail and include a brief yet compelling justification for the proposed costs. Daily rates for subject matter experts above the maximum daily rate require prior approval by DOJ/OJP/COPS Office. In cases where higher rates are included in the event submission, written documentation of prior approval is required and should be attached.

Question 14: Should I continue to exclude all food and beverage costs in my event submissions?

Answer: Yes. The inclusion of food and beverage costs will delay the review process and these costs are not likely to be approved. The only exception is when the location of the conference does not allow attendees to obtain food or beverages on their own, or when this restriction would greatly disrupt the conference schedule. If you believe your event qualifies for such a rare exception, please contact your program manager to discuss it before completing and submitting your form. If meals are included in your event submission, please remember that attendees must subtract the meal costs from the M&IE reimbursement for the days on which the meals will occur.

Question 15: Can you summarize what I can do to prevent follow-up questions about my submitted event(s) that delay the review and approval process?

Answer: As a general rule, please explain how you derived every cost that you include in the conference submission form. The form can be challenging to complete and there are lines where it is not possible to add descriptive narrative. Please include your explanations and specific cost breakdowns in a separate tab, or in a separate document that is submitted with the form. In addition, please include the cooperative agreement or contract number on the form.

Question 16: What events qualify for the expedited review process?

Answer: There is no "expedited review process." Every effort is made to review all events as quickly as possible. Most delays result from a need for additional information. Events are prioritized for review by balancing the following three criteria:

- The start date of the event;
- The date the event submission was received by OJP/COPS Office; *AND*
- The overall cost and complexity of the conference. For example, conferences requiring Assistant Attorney General for Administration approval (over $100,000–$250,000) and Deputy Attorney General typically take longer to process as they have to go through OJP/COPS Office and DOJ reviews, result in more questions, and are more likely to have issues related to cost thresholds.

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Reporting

Question 17: **Where can I find the most updated version of the conference reporting form to use for my submissions?**

Answer: The most updated version of the conference reporting form can be found under the Resources section at the end of this chapter.

Question 18: **If I have a question about conference reporting, to whom should I send it?**

Answer: Please send your questions to your designated Program Manager. They are great resources and will be happy to assist you. You may also direct your question to Ask.OCFO@usdoj.gov.

Question 19: **Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc., or are reasonable estimates adequate for cost reporting purposes?**

Answer: Post event reports must contain actual costs. These costs should include *logistical* and *programmatic planner* staff time spent on these activities and any *contracted planner* costs.

Question 20: **With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices (such as hotels) are not received within 30 days of the end of the event. Should estimates be included on the cost report?**

Answer: All conference costs for events held by cooperative agreement recipients or contractors costing over $20,000, or where more than 50% of attendees are DOJ employees, must be reported within *45 calendar days after the last day of the event*.

Question 21: **On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?**

Answer: This reporting requirement is based on the end date of the event. All conference costs for events held by cooperative agreement recipients or contractors costing over $20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event. ***Example:*** An OJP/COPS Office-approved conference/event was conducted from 3/16/20XX through 3/20/20XX. A completed Conference & Events Submission Form must be submitted showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and $1,000. Reports should be emailed to the appropriate conference cost email address.

Resources

- Conference & Events Submission Instructions
- Conference & Events Submission Form
- Federal Facilities List 1
- Federal Facilities List 2
- Quick Reference Guide to Conference Cost Policy and Guidance
- Food and Beverage Policy

3.11 INDIRECT COSTS

Introduction

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

▶ OJP/COPS SPECIFIC TIP

Transferring funds into or out of the indirect cost category is not allowable without prior approval from the awarding agency. A budget modification is required.

Federal Indirect Cost Rate—Negotiated Agreements

If a Federal awarding agency has approved your indirect cost rate or allocation plan, then another awarding agency must accept the same indirect cost rate or allocation plan, provided the rate or plan is current and based on allocation methods substantially in accord with those set forth in the OMB Uniform Guidance for grant requirements. There are limited circumstances where a Federal agency may deviate from negotiated rates as discussed in 2 C.F.R. § 200.414 (Indirect (F&A) costs).

Any non-Federal entity that has a federally negotiated indirect cost rate may request a one-time extension of a current negotiated rate for a period of up to four years. This extension request is subject to approval from the cognizant agency for indirect costs. If the extension is granted then the non-Federal entity may not request a rate review until the extension period ends. At the end of the extension period, the non-Federal entity must re-apply to negotiate a new indirect cost rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

▶ OJP SPECIFIC TIP

A request for a one-time extension of a current negotiated rate may be approved for a period of one year.

Establishment of Indirect Cost Rates

The requirements for the development and submission of indirect cost proposals and cost allocation plans are set out in Appendices III – VII of 2 C.F.R. § 200. A non-federal entity should follow the guidelines applicable to its type of organization:

- 2 C.F.R. § 200, Appendix III for Institutions of Higher Education;
- 2 C.F.R. § 200, Appendix IV for Non-Profit Organizations;
- 2 C.F.R. § 200, Appendix V for State/Local Government Central Service Cost Allocation Plans;
- 2 C.F.R. § 200, Appendix VI for Public Assistance Cost Allocation Plans;
- 2 C.F.R. § 200, Appendix VII for State/Local/Tribal Indirect Cost Proposals.

3.11 INDIRECT COSTS

If it is determined that OJP or the OVW is your cognizant agency for indirect cost negotiation, you may refer to Indirect Costs resource document [PDF – 32Kb] for instructions on how to prepare an indirect cost proposal for submission to DOJ.

FINANCIAL MANAGEMENT TIP

There is an exception: If you are a unit of local government, you are not required to submit an indirect rate cost agreement. However, you are required to prepare and retain your indirect cost proposal on file for review. See 2 C.F.R. Part 200, Appendix VII.D.

ACTION ITEM

Generally, if an indirect cost proposal is not submitted within 90 days after the award date, indirect costs may not be recovered for the period prior to submission of the proposal.

- To support the indirect cost proposal, as an award recipient you are responsible for ensuring that independent audits of your organization are conducted in accordance with existing Federal auditing and reporting standards set forth in the applicable audit requirements. A copy of the audit report must be submitted to your cognizant Federal agency to support the indirect cost proposal.
- As part of requesting an indirect cost rate, you must submit with your indirect cost allocation plan a signed certification stating that the plan only includes allowable costs.
- Additional guidance for completing an indirect cost proposal as an award recipient, as well as examples of how certain information should be provided, is available through the U.S. Department of Health and Human Services (HHS) Program Support Center website.

After negotiations, your cognizant Federal agency will establish either a provisional, final, or fixed-with-carry-forward indirect cost rate, depending on the cost principles that apply to your type of organization.

Indirect Cost Distribution Bases

Regardless of the allocation method used by the organization, the following "direct cost" bases may be used as a distribution base:

- **Modified Total Direct Cost, or MTDC.** This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency.

3.11 INDIRECT COSTS

- **Direct Salaries and Wages.** This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct Salaries and Wages plus Fringe Benefits.** This base includes the costs of direct salary and wages and the direct fringe benefits incurred by the organization.

Cost Allocation Plans—Central Support Services

- State agencies and local units of government may not charge to an award the cost of central support services supplied by the State or local units of government, except pursuant to a cost allocation plan approved by HHS.
- The rate to be applied may be on a fixed rate with carry forward provision.

Lobbying Costs and the Indirect Cost Pool

When a non-Federal entity seeks reimbursement for indirect costs, total lobbying costs must be separately identified in the indirect cost rate proposal and thereafter treated as other unallowable activity costs in accordance with the procedures in 2 C.F.R. § 200.413 (Direct Costs).

Requirements for recipient organizations:

- Unallowable costs associated with the indirect cost pool (e.g., lobbying) must be added to the direct cost base.
- Non-Federal entities must submit, as part of their annual indirect cost rate proposal, a certification that they are in compliance with all the requirements and standards under 2 C.F.R. § 200.450 (Lobbying).

Exemption from some record-keeping requirements:

- Recipient organizations will not be required to create time logs, calendars, or similar records for purposes of complying with this section during any particular calendar month when:
  - The employee engages in lobbying and 25 percent or less of the employee's compensated hours of employment during that calendar month constitutes lobbying; and
  - Within the preceding 5-year period, the non-Federal entity has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.
- When the first two conditions listed above are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained.
- Also when the first two conditions are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

No Approved Plan

If you do not have a previously approved Federal indirect cost rate, you may either negotiate an indirect cost rate with your cognizant Federal agency or you may elect to charge a de minimis rate of 10% of modified total direct costs.

3.11 INDIRECT COSTS

If you elect to negotiate an indirect cost rate with a DOJ component or have a rate pending with another Federal agency, a special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by your cognizant Federal agency, and a Grant Adjustment Notice (GAN) has been issued, or for COPS Office, the appropriate notification has been made retiring the special condition.

If you are a non-federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 paragraph (d)(1)(B), you may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. When using this method, cost must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Also, if this method is chosen then it must be used consistently for all Federal awards until such time as you choose to negotiate an indirect cost rate (which may be done at any time). See 2 C.F.R. § 200.414(f).

- **There is an exception:** If you are a unit of local government which the Office of Management and Budget (OMB) has not assigned a cognizant Federal agency, then you are not required to submit your indirect cost proposal, unless the awarding agency requires a copy of the proposal. Please see the appropriate Appendix section in 2 C.F.R. § 200 as listed above.

Approval of Indirect Cost Rates for Subrecipients

As the direct recipient of Federal funding, you are responsible for approving indirect cost rates for your subrecipients. Such rates must be consistent with the requirements of 2 C.F.R. § 200. The Federal awarding agency will not approve indirect cost rates beyond the direct recipient level; however, subrecipients who are also direct recipients of Federal awards may already have a Federally approved indirect cost rate. If your subrecipient has negotiated an indirect cost rate with the Federal government, then that rate applies.

3.12 OJP'S CONFIDENTIAL FUNDS

Introduction

The provisions outlined in this chapter apply to all awarding agency professional personnel, recipients, and subrecipients involved in the administration of grants containing confidential funds. Confidential funds are those monies allocated to:

- **Purchase of Services (P/S).** This category includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobile, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money, flash rolls, etc.) for undercover purposes, within reasonable limits.
- **Purchase of Evidence (P/E).** This category is for purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.
- **Purchase of Specific Information (P/I).** This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

FINANCIAL MANAGEMENT TIP

Confidential funds should only be allocated when 1) the merit of a program/investigation warrants the expenditure of these funds, and 2) you are unable to obtain these funds from other sources.

Confidential funds are subject to prior approval.

- You will receive approval for confidential fund expenditures if it is found that the requested expenditures are reasonable and necessary elements of project operations.
- The approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.

Approval Authorities

If you are a block/formula award recipient or a discretionary award recipient, then the approval authority for the allocation of confidential funds is your awarding agency. (This includes Regional Information Sharing Systems (RISS) Program projects).

If you are a subrecipient, your approval authority is the original recipient agency.

Confidential Funds Certification

For all projects involved with confidential funds from either Federal or matching funds, DOJ requires signed certification that the Project Director has read, understands, and agrees to abide by the conditions described below. The signed certification must be submitted at the time of grant application. A sample Confidential Funds Certification form for use is included here.

Download sample Confidential Funds Certification form [PDF - 116 Kb].

3.12 OJP'S CONFIDENTIAL FUNDS

☑ ACTION ITEM

Each Project Director involved with confidential funds from either Federal or matching funds must provide signed certification to show that he or she has read, understands, and agrees to abide by conditions for confidential funds.

Written Procedures

Each Project Director and Regional Information Sharing Systems (RISS) member agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements listed below. If the Project Director and/or RISS member agency deviates from these elements, they must receive prior approval of the awarding agency.

- The funds authorized will be established in an imprest fund which is controlled by a bonded cashier.
- The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. In the authorization the supervisor must specify the information to be received, the amount of expenditures, and the assumed name of the informant.
- Informant files are confidential files of the true names, assumed names, and signatures of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee(s) should also be maintained. In the RISS Program, the informant files are to be maintained at the member agencies only. Project headquarters may maintain case files.
- The agent or officer authorized to make a confidential payment will provide the cashier with a receipt for cash advanced for such purposes. The informant payee must provide the agent or officer a receipt for cash paid to them. A sample informant payee receipt [PDF - 153 Kb] is provided as an example.

An informant payee receipt must identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed, **no alteration is allowed.** As shown in the sample above, the agent must prepare an informant payee receipt containing all of the following information:

- The jurisdiction initiating the payment
- A description of the information/evidence received
- The amount of payment in both numerical and word format (e.g., one hundred dollars [$100.00])
- The date on which the payment was made
- The signature of the informant payee
- The signature of the case agent or officer making payment
- The signature of at least one other officer witnessing the payment
- The signature of the first-line supervisor authorizing and certifying the payment

The signed receipt from the informant payee with a memorandum detailing the information received must be forwarded to the agent or officer in charge.

- The agent or officer in charge must compare the signatures.

3.12 OJP'S CONFIDENTIAL FUNDS

- He/she must also evaluate the information received in relation to the expense incurred and enter his/her evaluation remarks in the report of the agent or officer who made the expenditure from the imprest fund.
- The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee's receipt.

Each Project Director must prepare a reconciliation report on the imprest fund on a quarterly basis.

- The reconciliation report must include the assumed name of each informant given and to what extent each informant contributed to the investigation.
- As the recipient, you should retain the reconciliation report in your files and have it available for review.
- Subrecipients should retain the reconciliation report in their files and have it available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

Each Project Director and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (including the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures.

- Refer to the documentation in the Informant Files section of this chapter for a list of documents which should be included in the informant files.
- In projects where award funds are used for confidential expenditures, please note that all of the above records are subject to the record retention and audit requirements of the awarding agency and program legislation.
- However, only under extraordinary and rare circumstances would such access include a review of the true name of confidential informants.
- When access to the true name of confidential informants is necessary, appropriate steps to protect this sensitive information must and will be taken by your organization, the awarding agency, and the auditing agency.
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by both the OJP Program Office Head and the OJP Chief Financial Officer.

☑ ACTION ITEM

If the project director and RISS member agency authorized to disburse confidential funds deviate from these written procedures, they must receive prior approval of the awarding agency.

Informant Files

A separate file should be securely established for each informant for accounting purposes.

- Informant files should be kept in a separate and secure storage facility and under the exclusive control of the Project Director, manager, or an employee designated by him/her.
- The facility should be locked at all times when unattended.
- Access to these files should be limited to those employees who have a necessary and legitimate need.

- An informant file should not leave its immediate area within the storage facility, except for review by a management official or the handling agent, and should be returned prior to the close of business on the day of its review.
- Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

Each file should include the following documentation:

- Informant Payment Record easily accessible on top of the file. This record provides a summary of informant payments.
- Informant Establishment Record, including complete identifying and locating data, plus any other documents connected with the informant's establishment.
- Current photograph and fingerprint card (or Federal Bureau of Investigation [FBI]/State criminal identification number).
- Agreement with cooperating individual.
- Receipt for P/I.
- Copies of all debriefing reports (except for the headquarters case file).
- Copies of case initiation reports showing the use of an informant (except for the headquarters case file).
- Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- Any deactivation report or declaration of an unsatisfactory informant.

Regional Information Sharing Systems (RISS) Program

RISS is a national federally funded program of regionally oriented services designed to enhance the ability of local, State, Federal, and tribal criminal justice agencies to:

- Identify, target, and remove criminal conspiracies and activities spanning multijurisdictional, multistate, and sometimes international boundaries.
- Facilitate rapid exchange and sharing of information among the agencies pertaining to known suspected criminals or criminal activity.
- Enhance coordination and communication among agencies that are in pursuit of criminal conspiracies determined to be interjurisdictional in nature.

RISS Processing Procedures

The agency must provide a statement agreeing to establish control, accounting, and reporting procedures consistent with the procedures outlined in this chapter. The project policy board establishes the maximum level the Project Director may authorize in disbursements to member agencies.

- The Project Director, or his/her designee, may authorize payment of funds to member agencies and their officers for P/I and evidence up to this maximum level.
- The Project Director must refer all requests for amounts in excess of the maximum level to the project policy board for review and approval.

- Any member agency requesting funds from the project will do so in writing. The request must contain the amount needed, the purpose of the funds, and a statement that the funds requested are to be used to further the project's objectives.

The Project Director, or his/her designee when appropriate, will approve or disapprove the request in writing.

- If approved, the request will be forwarded to the project cashier, who will record the request and transmit the monies, along with a receipt form, to the member agency.
- Upon receipt of the monies, the member agency will immediately sign and return the receipt form to the cashier.

Each Project Director must record and maintain on file the assumed name and signature of all informants to whom member agencies make payments from project funds for all transactions involving P/I.

- The original signed informant payee receipt, with a summary of the information received, will be forwarded to the Project Director by the member agency.
- The Project Director will then verify the receipt by comparing the signature of the informant payee on the receipt with the signature maintained by the project in a secure and confidential file.
- If discrepancies exist, the Project Director, or his/her designee, will take immediate steps to notify the member agency and find out the reason(s) for the discrepancies.
- The member agency must forward written justification to deal with discrepancies identified by the Project Director. If the justification is sufficient, it will be attached to the informant payee receipt.

Informant Management and Utilization

Anyone used as an informant should be identified as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

- Assign an informant code name to protect the informant's identity.
- Create an informant code book controlled by the Project Director or their designee containing:
  - Informant's code name;
  - Type of informant (i.e., informant, defendant/informant, restricted-use informant);
  - Informant's true name;
  - Name of establishing law enforcement officer;
  - Date the establishment of the informant is approved; and
  - Date of deactivation.
- Establish each informant's files in accordance with the documentation listing under the Informant Files section of this chapter.
- Search all available criminal records for informants.
  - If a verified FBI number is available, request a copy of the criminal records from the FBI.
  - Where a verified FBI number is not available, fingerprint the informant and send a copy to the FBI and appropriate State authorities for analysis.
  - The informant may be used on a temporary basis while awaiting a response from the FBI.

- Review all active-status informant files on a quarterly basis to assure they contain all relevant and current information.
  - Where a substantive fact that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status or in means of locating the informant), a supplemental establishing report should be submitted with the correct entry.

Payment to Informants

Anyone who receives payments charged against P/E or P/I funds should be established as an informant.

- This includes anyone who may otherwise be categorized as a source of information or an informant under the control of another agency.
- The amount of payment should match the value of services and/or information provided and should be based on the following factors:
  - The level of the targeted individual, organization, or operation.
  - The amount of the actual or potential seizure.
  - The significance of the contribution made by the informant to the desired objectives.
- Payments to informants may be made under various circumstances:
  - When an informant assists in developing an investigation, either through supplying information or actively participating in it, they may be paid for their service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be on a minimum basis.
  - When an informant needs protection, law enforcement agencies (LEAs) may absorb the expenses of relocation. These expenses may include travel for the informant and their immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed 6 months). Payments for these expenses may be either lump-sum or as they occur and should not exceed the amounts authorized by law enforcement employees for these activities.
  - To use or pay another agency's informant, the person should be identified as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
- Documentation of payments to informants is critical and must be noted on a receipt for P/I.
  - Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first-line supervisory level.
  - In unusual circumstances, a non-officer employee or an officer of another LEA may serve as a witness.
  - In all instances, the original signed receipt must be submitted to the Project Director for review and recordkeeping.

☑ ACTION ITEM

Stress with staff the importance of maintaining complete records for informants, including documentation of payments.

3.12 OJP'S CONFIDENTIAL FUNDS

Accounting and Control Procedures

Special accounting and control procedures should direct the use and handling of confidential expenditures. We describe these procedures below:

- It is important that expenditures identified as P/E, P/I, and P/S expenses are in fact allocated and charged to the proper category. This is the only way that these funds may be properly managed at all levels and accurate projections of future needs be made.
- Each law enforcement entity should apportion its P/E, P/I, or P/S allowance throughout its jurisdiction and delegate authority to approve P/E, P/I, and P/S expenditures to those offices as necessary.
- Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one investigation.
- In exercising their authority to approve these expenditures, the supervisor should consider:
  - The significance of the investigation;
  - The need for this expenditure to further that investigation; and
  - Anticipated expenditures in other investigations.
- Funds for P/E, P/I, and P/S expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. The funds should not be used for another purpose (including another category) without first returning them and repeating the authorization and advance process based on the new purpose.
- Funds for P/E, P/I, or P/S expenditures should be advanced to the officer on a suitable receipt form. A receipt for P/I or a voucher for P/E should be completed to document funds used in P/E or funds paid or advanced to an informant.
- For security purposes, there should be a 48-hour limit on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.
  - If it becomes apparent at any point within the 48-hour period that the funds will not be used, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance.
  - Factors to consider in granting an extension are the amount of funds involved, safeguarding of funds, length of extension required, and importance of the expenditure.
  - Extensions are generally limited to no more than an additional 48 hours. Recipients should consult with the program office prior to determining the final course of action. Beyond this time period, the funds should be returned and re-advanced, if necessary.
  - Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed receipt for P/I or P/E, or written notification by management that an extension has been granted.
- P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by cancelled tickets, receipts, lease agreements, and any other relevant documentation. If supporting documents are unavailable, the Project Director or his or her immediate subordinate must certify that the expenditures were necessary and justify why supporting materials were not obtained.

☑ ACTION ITEM

For security purposes, establish a limit of 48 hours on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.

3.13 UNALLOWABLE COSTS

Introduction

Federal awards generally provide recipients and/or subrecipients with the funds necessary to cover costs associated with the award program. There are other costs, however, categorized as unallowable costs, that will not be reimbursed. Non-Federal entities must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by your awarding agency. See 2 C.F.R. § 200.31 (Disallowed Costs).

Standard unallowable costs are identified in 2 C.F.R. § 200, Subpart E - Cost Principles. (For-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200b Appendix. IX, respectively). Specific items of unallowable costs that may be of particular relevance for DOJ-funded programs are highlighted below.

Unallowable Cost Categories

Land Acquisition

No Federal funds that are awarded for renting, leasing, or construction of buildings or other physical facilities shall be used for land acquisition. See 2 C.F.R. § 200.439 (b)(1).

Compensation of Federal Employees

This category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time Federal employees.

Travel of Department of Justice (DOJ) Employees

You may not spend award funds on transportation, lodging, subsistence, and related travel expenses of awarding agency employees.

- DOJ does consider to be allowable the travel expenses of other Federal employees, such as those persons serving on advisory committees or other program or project duties or assistance, if travel expenses have been:
  - Approved by the Federal employee's department or agency; and
  - Included as an identifiable item in the funds budgeted for the project or subsequently approved by the awarding agency.

Bonuses or Commissions

You or your subrecipient cannot pay any bonus or commission to any individual or organization to obtain approval of an application for award assistance.

Bonuses to officers or board members of for-profit or nonprofit organizations that are determined to be a profit, distribution of earnings, or fees are unallowable. See 2 C.F.R. § 200.430(g).

Some programs do not allow reimbursement for bonuses to employees.

3.13 UNALLOWABLE COSTS

☑ ACTION ITEM

Be sure to check your award document and, if applicable, financial clearance memorandum, to determine which salaries, fringe benefits, and other personnel costs are allowable under your specific award.

Prohibited and Controlled Equipment

This category of unallowable cost may include items that are prohibited from purchase, such as certain types of firearms and tracked armored vehicles. Other military-type equipment, such as tactical wheeled vehicles and explosives and pyrotechnics are considered "controlled" and are only allowable for purchase if a jurisdiction submits a detailed justification noting need for the equipment and documenting controls in place to prevent misuse (such as training and use protocols).

Lobbying

You and your subrecipients must comply with the provisions in 2 C.F.R. § 200.450 (Lobbying), as appropriate. Also, see Chapter 2.1 of this *Guide* for more specifics about restrictions on lobbying.

- The lobbying cost prohibition applies to all award recipients.
- You cannot use your grant funds for the following purposes:
  - Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
  - Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
  - Attempting to influence (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), (c) the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign, or (d) with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
  - Engaging in or supporting the development of publicity or propaganda designed to support or defeat legislation pending before legislative bodies;
  - Paying, directly or indirectly, for any personal service, advertisement, telephone, letter, printed or written matter, or other device, intended or designed to influence a member of Congress or of a State legislature to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation;
  - Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying;

3.13 UNALLOWABLE COSTS

- Paying a publicity expert for purposes unallowable under the anti-lobbying rules; or
- Attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter.

- The Anti-Lobbying Act, 18 U.S.C. § 1913, contains significant restrictions on the use of appropriated funding for lobbying.
  - These anti-lobbying restrictions are enforceable via large civil penalties, with civil fines between $10,000 and $100,000 per each individual occurrence of lobbying activity.
  - These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.
- All grantees must understand that no federally appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of DOJ.
- Any violation of this prohibition is subject to a minimum $10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB guidance.
- Any question(s) relating to the lobbying restrictions should be submitted in writing to the awarding agency's ethics official (typically in the awarding agency's Office of the General Counsel) through your program manager.

▶ OVW SPECIFIC TIP

OVW has some programs with purpose areas that expressly authorize "developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking." Grantees with questions on specific authorized activities should contact their grant manager.

Fundraising

You may not charge as direct or indirect costs against your award the costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions. However, certain fundraising costs for the purposes of meeting the Federal program objectives may be allowable with prior approval of the DOJ awarding agency. See 2 C.F.R. § 200.442 for more details.

- The portion of a person's salary that covers time spent engaged in unallowable fundraising, and any indirect costs associated with those salaries, may not be charged to the award.
- An organization may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.
- Nothing in this section should be read to prohibit a recipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

Corporate Formation

Unless specifically stated in your award agreement, the cost for corporate formation (startup costs) may not be charged as either direct or indirect costs against the award.

3.13 UNALLOWABLE COSTS

▶ OVW SPECIFIC TIP

The Tribal Coalition program under OVW may allow for corporate formation costs to be charged directly to the award.

State and Local Sales Taxes

Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

- This provision becomes effective for taxes paid during the governmental unit's first fiscal year that begins on or after January 1, 1998, and applies thereafter.
- This provision does not restrict the authority of Federal agencies to identify taxes where Federal participation is inappropriate.
- Taxes from which exemptions are available to the organization directly or which are available to the organization based on an exemption afforded the Federal government when the DOJ awarding agency makes available the exemption certificates are unallowable.
- Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant Federal agency for indirect costs may accept a reasonable approximation thereof.

Other Unallowable Costs

Other categories of unallowable costs include:

- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Certain exceptions may apply when such costs have a programmatic purpose and have been approved by the awarding agency;
- Fines and penalties (except when incurred as a result of compliance with specific provisions of an award or contract, or with written approval from the awarding agency);
- Credit card fees;
- Passport charges;
- Tips;
- Bar charges/alcoholic beverages, and
- Membership fees to organizations whose primary activity is lobbying.

Costs Incurred Outside the Project Period

Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable, unless written approval covering pre-agreement costs or a no-cost extension is granted by the awarding agency.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

Introduction

A subaward is an award made by a pass-through entity to a subrecipient for the purpose of carrying out a portion of the work funded by the pass-through entity's Federal award. The pass-through entity may use any form of legal agreement for making a subaward, including an agreement that the pass-through entity considers a contract. A subaward is not a contract by which the non-federal entity (i.e., the recipient or a subrecipient) enters into an agreement with an entity to purchase property or services needed to carry out the project or program under a Federal award see 2 C.F.R. § 200.22 (Contract).

In keeping with 2 C.F.R. § 200.330 (Subrecipient and Contractor Determinations), the following circumstances support classification of a non-federal entity as a subrecipient of the pass-through entity:

- The non-federal entity determines who is eligible to receive what Federal assistance;
- The non-federal entity's performance is measured in relation to whether objectives of the Federal program were met;
- The non-federal entity has responsibility for programmatic decision making;
- The non-federal entity has responsibility for adhering to applicable program requirements under the Federal award; and
- The non-federal entity uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

In contrast, a contract for the purpose of obtaining goods and services for the pass-through entity's own use creates a procurement relationship with the contractor. Circumstances supporting this type of relationship include:

- The non-federal entity provides the goods and services within normal business operations;
- The non-federal entity provides similar goods or services to many different purchasers;
- The non-federal entity normally operates in a competitive environment;
- The non-federal entity provides goods or services that are ancillary to the operation of the Federal program; and
- The non-federal entity is not subject to the compliance requirements of the Federal program as a result of the agreement.

FINANCIAL MANAGEMENT TIP

In determining whether an agreement between a pass-through entity and non-federal entity creates a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement.

All of the characteristics listed above may not be present in all cases, so the pass-through entity must use judgment when categorizing each agreement as a subaward or a procurement contract.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

The contract or other written agreement must not affect the recipient's overall responsibility and accountability to the Federal Government as the award recipient for the duration of the project. As the recipient of the award, you are responsible for monitoring the subrecipient and ascertaining that all fiscal and programmatic responsibilities are fulfilled.

Subrecipient Monitoring

The purpose of subrecipient monitoring is to ensure that the subaward is being used for the authorized purpose, in compliance with the federal program and grant requirements, laws, and regulations, and the subaward performance goals are achieved. All pass-through entities are required to monitor their subrecipients. The requirements for subrecipient monitoring can be found in 31 U.S.C. § 7502 and in Title 2 C.F.R. § 200 (including, but not limited to, the sections on "Subrecipient Monitoring and Management" contained in Subpart D and audit requirements applicable to subrecipients contained in Subpart F).

Additional requirements can be found in the program legislation and the terms and conditions of your award.

FINANCIAL MANAGEMENT TIP

To effectively monitor your subrecipient, you need to ensure that Federal award information and compliance requirements are identified to the subrecipient at the time of the award and that subrecipient activities are monitored throughout the grant period.

As part of your organization's subrecipient monitoring process, you need to develop systems, policies, and procedures to ensure that subrecipient reviews are conducted in accordance with Federal program and grant requirements, laws, and regulations.

Additionally, your organization should develop, implement, and perform procedures to ensure that the subrecipient obtains the required audits, and that audit findings identified in subrecipient audit reports are timely and effectively resolved and corrected.

Subrecipient Agreements

When you, as a pass-through entity, make an award to a subrecipient, you must clearly identify the Federal award information and applicable compliance requirements, including applicable special conditions, in the subrecipient award agreement. Pass-through entities must ensure subaward documents include the following information at the time of the subaward. If any of these data elements change during the period of performance, the changes must be included in subsequent subaward modifications. The subaward must include the following information:

- Federal Award Identification;
- Subrecipient Name (which must match the registered name in DUNS);
- Subrecipient DUNS number;
- Federal Award Identification Number (FAIN);
- Federal Award Date;

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

- Subaward Period of Performance Start and End Date;
- Amount of Federal Funds Obligated in this action/agreement;
- Total Amount of Federal Funds Obligated to the Subrecipient;
- Total amount of the Federal Award;
- Federal Award Project Description;
- Name of the Federal Awarding Agency, Pass-through entity, and contact information for the awarding official;
- Catalog of Federal Domestic Assistance (CFDA) number and name;
- Identification of whether the award is Research and Development (R&D);
- Indirect cost rate for the Federal award;
- All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with federal statutes, regulations and the terms and conditions of the Federal award;
- Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the DOJ grant-making component including identification of required financial and/or performance reports;
- Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate);
- A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200; and
- Appropriate terms and conditions concerning closeout of the subaward.

Additional elements to consider including in the agreement are listed in this chapter in the Best Practices section.

Subrecipient Monitoring Procedures

The pass-through entity must have established, written policies on subrecipient monitoring, as described in 2 C.F.R. § 200.331. As the pass-through entity, you are required during the program period to monitor the subrecipient's use of Federal funds. You should evaluate the subrecipient's risk of non-compliance with Federal statutes, regulations and terms and conditions of the subaward for purposes of determining the appropriate monitoring. The methods of monitoring may vary; some of the factors you may want to consider in determining the nature, timing, and extent of monitoring are as follows:

- Subrecipient's prior experience with the same or similar subawards;
- Results of previous audits;
- Whether the subrecipient has new personnel or a new or substantially changed system;
- The extent and results of Federal awarding agency monitoring.

Subrecipients may be evaluated as higher risk or lower risk to determine the need for closer monitoring. Generally, new subrecipients require closer monitoring. For existing subrecipients, closer monitoring may be warranted based on results noted during monitoring and subrecipient audits, (e.g., the subrecipient has a history of non-compliance as either a recipient or subrecipient, new personnel, or new or substantially changed systems).

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

- Programs with complex compliance requirements have a higher risk of non-compliance;
- The larger the percentage of program awards passed through, the greater the need for subrecipient monitoring;
- Larger dollar awards are of greater risk.

Some of the mechanisms you may use to monitor subrecipient activities throughout the year include regular communication with subrecipients, and appropriate inquiries concerning program activities; performing subrecipient site visits to examine financial and programmatic records and observe operations; and reviewing detailed financial and program data and information submitted by the subrecipient.

However, when no site visit is conducted, the pass-through entity should be familiar with the subrecipient's financial operations and procedures, as well as their maintenance of current financial data such as timesheets, invoices, contracts, and ledgers that tie back to financial reports.

Subrecipient monitoring by the pass-through entity must include:

- Reviewing financial and performance reports submitted by the subrecipient;
- Following-up and ensuring the subrecipient takes action to address deficiencies found through audits, onsite reviews, and other means, and
- Issuing a management decision for audit findings pertaining to the award (see below, and 2 C.F.R. § 200.521 (c)).

The purpose of these monitoring activities is to provide reasonable assurance that the subrecipient has administered the pass-through funding in compliance with the laws, regulations, and the provisions of the award and that the required performance goals are being achieved.

☑ ACTION ITEM

You must have written subrecipient monitoring policies and procedures.

Subrecipient Audits

Your organization needs to develop procedures to ensure that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year provide you with the required completed audit within 9 months after their year-end or one month after the issuance of their audit. Upon receipt of the subrecipient audit you need to:

- Evaluate the impact of subrecipient activities on your organization's ability to comply with applicable Federal regulations,
- Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report, and
- Ensure that the subrecipient takes timely and appropriate corrective action on all audit findings.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

In cases of continued inability or unwillingness of a subrecipient to have the required audits conducted, you, as the Federal awardee, shall take appropriate action using sanctions. It is important that you have policies and procedures in place to properly exercise your fiduciary responsibility in executing your own award requirements should a subrecipient not comply with requirements, laws, and regulations.

As prescribed in 2 C.F.R. § 200 Subpart F, subrecipients are not required to submit a copy of the reporting package to you when there are "no audit findings," i.e., when the schedule of findings and questioned costs does not disclose audit findings relating to the Federal award requirements that you provided in the agreement with your subrecipient, and the summary schedule of prior audit findings does not report the status of audit findings relating to Federal awards.

FINANCIAL MANAGEMENT TIP

You may use the information in the Federal Audit Clearinghouse (FAC) database as evidence to verify that the required audit was performed and the subrecipient had "no audit findings." This verification is in lieu of reviewing submissions from the subrecipient when there are no audit findings. The FAC database is available online.

Best Practices

Listed below are best practices that pass-through entities may consider in developing policies and procedures around subrecipient monitoring.

Subrecipient Pre-Award and Monitoring Procedures

- Develop a request for applications (proposals) that clearly defines the work to be accomplished in furtherance of the Federal award purpose(s).
- Require subrecipients to include in their applications a time-phased milestone plan of action based on clearly-stated accomplishments defined in the proposal.
- Integrate budget line items into the performance plan.
- Require performance/progress reports and supporting documentation with monthly invoices. Performance reports should discuss:
  - Milestones achieved/to be achieved;
  - Any significant problem, issues, or concerns;
  - Timely accomplishments and delays, and
  - Actual cost incurred compared to each budget line item with variances explained.

3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

Remedies for Subrecipient Noncompliance

If a subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the pass-through entity may impose additional conditions. However, if it is determined that noncompliance cannot be remedied by imposing additional conditions, the pass-through entity may take one or more of the following actions:

- Withholding of disbursements or further awards;
- Disallowance of cost;
- Suspension/termination of award;
- Suspension/Debarment;
- Civil lawsuit, or
- Criminal prosecution.

FINANCIAL MANAGEMENT TIP

To proactively monitor subrecipients:

- Read award/contract documents carefully.
- Ask for explanation and clarity; don't assume.
- Document transactions, agency guidance, performance evaluations, etc., in writing.
- Keep documentation on hand.
- Document, document, document! If it isn't documented, it doesn't exist!

3.15 REPORTING REQUIREMENTS

Introduction

The Department of Justice (DOJ) requires award recipients to submit both financial and program reports. These reports describe the status of the funds or the project, compare actual accomplishments to objectives, and provide other pertinent information. The specific requirements, reporting periods, and submission deadlines are identified below. Your award documents may also include information regarding reporting requirements specific to your particular award.

☑ ACTION ITEM

Be sure to read ALL the special conditions in your award carefully!

SF-425 Federal Financial Reports

The SF-425 Federal Financial Report (FFR) should show the actual funds you have spent (expenditures) and any bills you are going to pay (unliquidated obligations incurred) at the recipient/subrecipient level, both for the reporting period and cumulatively, for each award. A copy of the SF-425 FFR is available in Appendix II.

Recipients will report the summary information on expenditures, unliquidated obligations incurred, the money from your own organization (match), program income, and indirect costs for each quarter of the project. Also the SF-425 should indicate whether the recipient's accounting system operates on a cash- or accrual-basis of accounting.

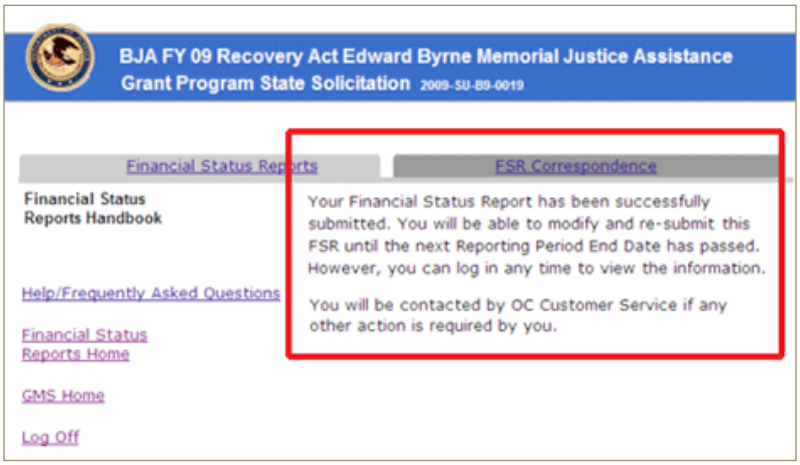
For OJP and OVW recipients:

- The SF-425 must be submitted online through the Grants Management System (GMS) Financial Status Reports Module. This module will allow authorized users to view current and past SF-425s and file or amend the SF-425 for the current quarter. The form presented in Appendix II is a slightly different version than the version in GMS.
- The GMS screens were designed by OJP to allow you to complete the report more quickly by including the previously reported amounts where possible.
- Once you hit the submit button for your FFR, a system message, such as the sample provided in Figure 1, will appear on your screen indicating that your report has been successfully submitted. Please note that your system message may look different from the sample message in Figure 1 if you have a different type of award.

COPS Office recipients are encouraged to submit the quarterly SF-425 through Agency Portal via the COPS Office website at www.cops.usdoj.gov.

3.15 REPORTING REQUIREMENTS

Figure 1



The quarterly SF-425 must be submitted online no later than 30 days after the last day of each quarter. If your FFR is not submitted by the due date, the GMS will automatically consider it to be delinquent and you will not be permitted to draw down funds through the Grants Payment Request System (GPRS). You will receive an automatic email notification if this occurs.

For COPS Office recipients:

- The report is due no later than 30 days after the last day of each quarter. If the SF-425 is not submitted by the due date, recipients will not be permitted to draw down funds through the GPRS system.
- Recipients are highly encouraged to submit their SF-425 online. Visit the COPS Office website at www.cops.usdoj.gov and select the "Account Access" link in the upper right corner to login, complete, and submit reports online. Attachments will not be accepted.
- In cases of an emergency, recipients can submit a completed and signed copy of the SF-425 via fax at 202-616-4428 or mail it to the following address:

U.S. Department of Justice
Office of Community Oriented Policing Services
Federal Financial Reports (SF-425) Records Center 10.E.1004
145 N. Street N.E.
Washington, DC 20530

▶ COPS OFFICE SPECIFIC TIP

For additional instruction on completing the SF-425 form go to http://www.cops.usdoj.gov/Default.asp?Item=740 or call the COPS Office Response Center at: 800-421-6770.

3.15 REPORTING REQUIREMENTS

SF-425 Federal Financial Reports—Due Quarterly		
Reporting Period	**Due By Date**	**Delinquent After**
October 1-December 31	January 30	January 30
January 1-March 31	April 30	April 30
April 1-June 30	July 30	July 30
July 1-September 30	October 30	October 30

FINANCIAL MANAGEMENT TIP

If the Federal Financial Report (SF-425) or progress report is delinquent, an **automatic hold will be placed on the remaining funds associated with each award** and any payments requested through the GPRS will be denied. In addition, any new awards or adjustments to current awards may be restricted until all reports are current.

The final FFR is due within 90 days after the end date of the award period, but may be submitted as soon as all outstanding expenditures have been completed.

Important Reminders

- Report actual funds spent, NOT your draw down amounts from the Federal Government.
- Report all allowable costs incurred, both at the recipient and subrecipient level.
- Report the cumulative matching expenditures.
- Report program income as the cumulative amount, NOT the quarterly amount.
- Report correct indirect cost rate and/or base supplied by your cognizant Federal agency.
- Report correct indirect cost rate type (provisional, final, or fixed).

OJP/OVW COMPONENT SPECIFIC TIP

For information concerning online filing of SF-425 reports, go to *the OJP Training And Technical Assistance GMS User Guide; GMS Financial Status Reports Module (SF-425) for Recipients [PDF - 2.98 MB]* or OJP recipients should contact the OCFO Customer Service Center by phone at 1-800-458-0786 (option 2) or by email at ask.ocfo@usdoj.gov. OVW recipients should contact the OVW Grants Financial Management Division at 1-888-514-8556 or OVW.GFMD@usdoj.gov

3.15 REPORTING REQUIREMENTS

Progress/Program Reports

Progress/program reports provide information relevant to the performance and activities of a plan, program, or project. Progress reports are submitted by recipients annually or semi-annually, depending on the award type. Semi-annual progress reports must be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. Unless otherwise indicated, the final report is due within 90 days after the end date of the award. Reporting requirements are specified in the grant solicitation and in the special conditions specified in the award. OJP and OVW Progress Reports must be submitted via GMS. Questions concerning progress reporting should be directed to the Program Manager for the award.

COPS Office recipients are encouraged to submit progress/program reports online at www.cops.usdoj.gov.

FINANCIAL MANAGEMENT TIP

Technical questions concerning GMS should be addressed to the GMS Helpdesk at 1-888-549-9901 for OJP awards, and 1-866-655-4482 for OVW awards. Programmatic questions should be directed to the program office grant manager identified in your award documents.

OJP SPECIFIC TIP

FFRs and progress reports are not applicable to awards under the State Criminal Alien Assistance Program, Southwest Border Prosecution Initiative, Northern Border Prosecution Initiative, and Bulletproof Vest Partnership Program.

Special Reports

In the review and approval process for plans and applications, it is sometimes necessary for the awarding agency to require that special or unique conditions be met in order to make an award. These special conditions will vary from award to award; however, acceptance of the award constitutes an agreement that the conditions will be met either prior to the project or during the course of the award period.

Government Performance and Results Act (GPRA), Modernization Act (GPRAMA)

As the award recipient, you must agree to collect data appropriate for facilitating reporting requirements established by the Government Performance and Results Act Modernization Act.

- You must ensure that valid and auditable source documentation is available to support all data collected for each performance measure required by your program including those specified in the program solicitation or award.

3.15 REPORTING REQUIREMENTS

Reports Required under the Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act of 2006 (referred to as FFATA or The Transparency Act) requires the Office of Management and Budget to maintain a single, searchable website that provides the public with information about how tax dollars are spent and gives them the ability to hold the Federal Government accountable for each spending decision. That site is http://www.usaspending.gov.

Pass-through entities that award $25,000 or more to subrecipients are required to submit data in the FFATA Subaward Reporting System. Per 2 C.F.R. Volume 1, §170 (Reporting Subaward and Executive Compensation Information), prime grant recipients awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report through the FFATA Subaward Reporting System (FSRS), located at www.fsrs.gov, by the end of the month following the month in which the direct recipient awards any sub-grant greater than or equal to $25,000. Pass-through entities should also review and carefully consider 2 C.F.R. § 200.330 (Subrecipient and Contractor Determinations), as it includes guidance to assist you in making an appropriate determination that is relevant not only with regard to subrecipient reporting under FFATA, but also is key to the proper financial and programmatic administration and management of federal award funds.

The reporting requirements for Federal award recipients of both formula and discretionary grants awarded on or after October 1, 2010 are:

- All subaward information must be reported by the Federal recipient.
- If the initial subaward is at least $25,000, the award recipient must report the subawards and the names and annual compensation of the subawardee's five highest paid executives.
- If the initial award is below $25,000 but subsequent award modifications result in a total award equal to or over $25,000, the award will be subject to the reporting requirements as of the date the award reaches $25,000.
- If the initial award is equal to or greater than $25,000 but de-obligation of funding causes the total award amount to fall below $25,000, you will continue to be subject to the reporting requirements.

The reporting requirements do NOT apply to the following:

- Awards to individuals
- Recipients that had a gross income of $300,000 or less in their previous tax year
- Classified information

☑ ACTION ITEM

Reporting requirements for DOJ awards may change from year to year. Please read your award documents carefully.

3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Retention of Records

You must retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final expenditure report (Federal Financial Report/SF-425). For more information, see 2 C.F.R. § 200.333.

- Retention is required for purposes of Federal examination and audit.
- Records may be retained in an electronic format.

Coverage

The retention requirement includes, if applicable, books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records.

- Source documents may include copies of all awards, applications, and required recipient financial and narrative reports.
- Personnel and payroll records must include the time and attendance reports for all full-time and/or part-time individuals reimbursed under the award.
- Time and effort reports are also required for consultants.

Exception to the 3-Year Retention Period

The 3-year retention period starts from the date of submission of the final expenditure report. The following are exceptions to the standard record retention period:

- If any litigation, claim, audit, or other action involving the records has started before the expiration of the 3-year period, the records must be retained until all issues involving the records have been resolved and final action taken.
- When you are notified by the DOJ grant-making component, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after the final disposition.
- When records are transferred to or maintained by the DOJ grant-making component or pass-through entity, the 3 year retention period requirement is not applicable to the non-Federal entity.
- When required for program income earned after the period of performance, the retention period starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- Indirect cost proposals submitted for negotiation must be retained for 3 years from the date of submission.
- Indirect cost proposals not required to be submitted for negotiation must be maintained for 3 years from the end of the fiscal year covered by the proposal.

3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Maintenance of Records

You must maintain and separately identify all records for each Federal fiscal period so that information desired may be readily located.

- You are obligated to protect the records adequately against fire or other damage.
- You may store the records away from the recipient's principal office; however, a list of the documents must be available if needed.
- Whenever practicable, information should be collected, transmitted and stored in open and machine readable formats rather than in closed formats or on paper.

Access to Records

The DOJ grant-making component, the DOJ Office of the Inspector General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts.

- The right of access is not limited to the required retention period; it will last as long as the records are retained.
- However, only under extraordinary and rare circumstances would such access include review of information that would personally identify confidential informants or victims of crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the information that could personally identify victims of a crime is determined to be necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the DOJ grant-making component.
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the Head of the DOJ grant-making component.

▶ OVW SPECIFIC TIP

- Unless required by statute, OVW will not place restrictions on recipients that limit public access to records of recipients that are pertinent to an award, except when OVW can demonstrate that such records must be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (FOIA) if the records had belonged to OVW.
- In addition, under 42 U.S.C. §13925 (b)(2), OVW grantees and subgrantees may not disclose identifying information about victims served with VAWA funds without a written, informed, time-limited release from the victim. Such a release may not be a condition of receiving services. Grantees and subgrantees can also release information if compelled by a statutory or court mandate. In that case, they are required to make reasonable attempts to provide notice to affected victims and take steps to protect the privacy and safety of the persons affected by the release of information. Grantees and subgrantees are required to document their compliance with this provision.

3.17 REMEDIES FOR NONCOMPLIANCE

Introduction

If the Department of Justice (DOJ) grant-making component or pass-through entity finds that the award recipient or subrecipient has failed to comply with Federal statutes, regulations, or the terms and conditions of an award, additional conditions may be imposed as described in 2 C.F.R. § 200.207. However, if it is determined that noncompliance cannot be remedied by imposing additional conditions, the DOJ grant-making or pass-through entity may take one or more of the following actions under 2 C.F.R. § 200.338:

- Temporarily withhold cash payments pending correction of the deficiency or more severe action by the grant-making component or pass-through entity;
- Disallow all or part of the cost of activities or actions not in compliance;
- Wholly or partly suspend or terminate the Federal award;
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. § 180 and DOJ's implementing regulations at 2 C.F.R. § 2867 (or in the case of a pass-through entity, recommend such a proceeding be initiated by the grant-making component);
- Designate the award recipient as a high-risk recipient under the DOJ high-risk policy;
- Withhold future awards for the project or program; or
- Take other remedies that may be legally available.

Termination

A Federal award may be terminated in whole or in part as follows:

- By the DOJ awarding agency or pass-through entity for failure to comply with the terms and conditions of an award;
- By the DOJ grant-making component or pass-through entity for cause;
- By the DOJ grant-making component or pass-through entity with consent of the recipient, in which case the two parties must agree upon termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- By the recipient upon sending the DOJ grant-making component or pass-through entity written notification including the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the DOJ grant-making component determines that partial termination of the award will not accomplish the purposes for which the award was made, then DOJ may terminate the award in its entirety.

The grant-making component or pass-through entity will provide the grant-making or subrecipient with notice of termination. If the award is terminated for failure to comply with the statutes, regulations, or terms and conditions of the award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.

When an award is terminated or partially terminated, the grant-making component or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

3.17 REMEDIES FOR NONCOMPLIANCE

Hearings and Appeals

Upon taking a remedy for noncompliance, the DOJ awarding agency will provide the recipient with an opportunity to object and provide information and documentation challenging the suspension or termination action (2 C.F.R. § 200.341). Refer to Office of Justice Programs (OJP) Appeal and Hearing Procedures for appeal rights in event of termination (Title 28 C.F.R. § 18).

Effects of Suspension and Termination

Costs incurred during a suspension or after termination of a Federal award or subaward are not allowable unless the DOJ grant-making component or pass-through entity expressly authorizes them in the notice of suspension or termination, or subsequently. However, costs during suspension or after termination are allowable if:

- The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it; and
- The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

3.18 CLOSEOUT

Introduction

Closeout means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in 2. C.F.R. § 200.343 (Closeout). The following chapter provides guidance on closeout procedures applicable to Department of Justice (DOJ) awards.

First Step

For OJP and OVW awards, the process will be initiated once closeout programmatic and financial requirements have been met by using the Closeout Module in the Grants Management System (GMS). All award recipients must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. If the award recipient does not submit all required reports within 90 calendar days of project period end date, OJP/OVW will begin the closeout process. This is referred to as an administrative closeout.

For COPS Office awards, the closeout process will be initiated once programmatic and financial requirements have been met by using the Closeout Module in the Enterprise Content Management (ECM) system. All award recipients must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.

COPS Office recipients will be sent a final progress report from the COPS Office. This report will serve as the recipient's final programmatic report on the award and the information provided will be used to make the final assessment of the award process. As with the quarterly progress reports, this final report must be submitted via the Agency Portal on the COPS Office website at www.cops.usdoj.gov.

- Awards that do not meet closeout requirements (i.e., program requirements not met, open compliance issues, etc.) will be removed from the closeout process and placed in a closeout hold status.

FINANCIAL MANAGEMENT TIP

Recipients should start the closeout process as soon as the program is completed and all Federal and matching funds have been spent.

Closeout of Awards

Cash Reconciliation and Final Draw Down

As the award recipient, you should conduct a financial reconciliation of your accounting records to the final Federal Financial Report (FFR/SF-425) at closeout.

- Any required match must be reported on the final FFR.
- Obligations incurred prior to the project period end date must be liquidated no more than 90 days after the project period end date.
- Recipients must request final reimbursement (draw down) of Federal expenditures made within the approved project period in conjunction with the final SF-425. This request should be submitted prior to the end of the liquidation period (90 days after the end date of the project). Failure to request final payment by this date will

cause delays and result in additional administrative paperwork.

Recipient Closeout Requirements

Within 90 days of the end date of the award (or any approved extension), the following must be submitted by the recipient to the awarding agency:

- Final SF-425
  - This FINAL report of expenditures must have no unliquidated obligations.
  - Any unobligated or unexpended funds will be de-obligated from the award amount. Make sure you have obligated all of your funds prior to the award end date.
  - Match requirements must be met by the end of the award period and included in the report.
  - Recipients who have drawn down funds in excess of their Federal expenditures must return unused funds to the awarding agency when they submit the final report.
  - Be sure to reconcile your final FFR against your internal accounting records. All entries in the accounting system must be supported by adequate source documentation (for example, original invoices and contracts).
  - Report all allowable costs incurred, both at the recipient and subrecipient level.
- The final progress report should be prepared in accordance with instructions provided by the awarding agency's program office.
- All inventions that were conceived or first actually reduced to practice during the course of work under the award project must be listed on an invention report before closeout.
- All required real or personal property reports must be submitted in accordance with the terms of the award.

☑ ACTION ITEM

Submit your final SF-425, final progress report, and invention or equipment reports (if applicable) well in advance of the end of the 90-day period. After the liquidation process, you will be unable to draw any additional funds on the award.

Refund of Federal Grant Monies and/or Program Income

Award recipients should report the amount of Federal funds returned (unobligated balance of Federal funds) on line 10(h) of the final SF-425, and any unexpended program income returned on line 10(o) of the final FFR.

If funds must be returned at award closeout, you should remit:

- A check made payable to the U.S. Department of Justice/Grant-making Component Office name (ex. OJP, OVW, or COPS Office);
- A cover letter or voucher containing the grant award number for the refund, the unobligated balance, and an itemization of funds (e.g., the amount to be applied to excess payments, interest-income, program income, questioned costs, and so forth); and

3.18 CLOSEOUT

- A copy of the final SF-425 report which reconciles the amount of the refund.

If the financial reconciliation process reveals that a refund is due to the Department of Justice (DOJ), the DOJ grant-making component will contact you to request the funds owed. All refunds must be submitted to DOJ by check.

- All checks will be converted into an electronic funds transfer (EFT).
- The account information from the check will be scanned and stored. DOJ will debit the account for the amount specified on the check within 24 hours.
- You will not receive a cancelled check from the bank.
- DOJ will destroy all checks; however, the information from the check necessary to process the payment will be stored electronically.

If the EFT is returned for insufficient funds, DOJ will process the transfer two more times. DOJ may charge a processing fee for insufficient funds.

All refund checks and letters for OJP awards should be submitted to:

Office of Justice Programs
Office of the Chief Financial Officer
ATTN: Accounting Control Branch
810 Seventh Street, N.W.
Washington, DC 20531

All refund checks and letters for OVW awards should be submitted to:

U.S. Department of Justice
Office on Violence Against Women
ATTN: Grants Financial Management Division (GFMD)
145 N Street, N.E.
Suite 10W
Washington, DC 20530

All refund checks and letters for the COPS Office awards should be submitted to:

U.S. Department of Justice
Office of Community Oriented Policing Services
ATTN: Deputy Finance Officer
145 N Street, N.E.
Washington, DC 20530

Failure to Remit Funds Owed

Any funds paid to the recipient that exceeds the amount to which the organization is finally determined to be entitled under the Federal award constitutes a debt to the Federal government. If this debt is not paid within 90 calendar days after the demand for payment, DOJ may take a range of actions, including administratively

3.18 CLOSEOUT

offsetting the debt against other requests for reimbursement, withholding of advance payments otherwise due to the organization, or other action permitted by Federal laws. To the extent permitted under Federal law, DOJ will charge interest on an overdue debt, in accordance with the Federal Claim Collection Standards (31 C.F.R. § 900 through 904). The date from which interest is computed is not extended by litigation or the filing of any form of appeal. See 2 C.F.R. § 200.345.

If your organization does not pay funds owed to DOJ, the debt may be referred to the U.S. Department of the Treasury for collection, as provided by Federal laws.

- Treasury may add fees, fines, and penalties to the original amount of the debt owed to the Federal agency.
- Failure to return any funds due to DOJ may result in a high-risk designation for future awards, withholding or freezing of funds, or special conditions on all other awards to your organization. It may also impact future financial integrity reviews, which in turn will affect future grant awards.

3.19 AUDIT REQUIREMENTS

Audit Threshold

For fiscal years beginning on or after December 26, 2014. If you are a non-Federal entity that expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F.

For fiscal years beginning before December 26, 2014. If you are a non-Federal entity (other than a for-profit/commercial entity) that expended $500,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133 Compliance Supplement 2014.

If you are a non-Federal entity that expended less than the applicable audit threshold a year in Federal awards, you are exempt from Federal audit requirements for that year. However, you must keep records that are available for review or audit by appropriate officials including the Federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Audit Objectives

Awards are subject to conditions of fiscal, program, and general administration to which the recipient expressly agrees upon acceptance of the award. See 2 C.F.R. § 200.514.

- The audit objective is to review the recipient's accountability of funds and required non-Federal contributions to determine whether the recipient has done all of the following:
  - Established an accounting system with adequate internal controls that provide full accountability for revenues, expenditures, assets, and liabilities.
  - Prepared financial statements which are presented fairly and in accordance with generally accepted accounting principles.
  - Submitted financial reports (including Federal Finance Reports (FFRs/SF-425s); cash reports; and claims for advances and reimbursements that contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements.
  - Expended Federal funds in accordance with the terms of award agreements and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

Audit Reporting Requirements

Independent auditors should follow the requirements prescribed in OMB Circular A-133 or 2 C.F.R. Subpart F, as applicable.

- The recipient's accounting records must support all amounts reported to the Department of Justice (DOJ).
- The recipient's financial activity reported to DOJ should reconcile to the amounts reported on the recipient's audited financial statements.
- If there are any differences between the recipient's audited financial statements and the financial activity reported to DOJ, the recipient must be able to explain the differences.

3.19 AUDIT REQUIREMENTS

- If the auditor becomes aware of illegal acts or other irregularities, he or she must give prompt notice to the recipient's management officials above the level of involvement.
- The recipient, in turn, must promptly notify the Federal cognizant agency and/or awarding agency of the illegal acts or irregularities and of proposed and actual actions, if any.

- All awarding agency personnel are responsible for informing the following individuals and groups of any known violations of the law within their respective area of jurisdiction:
  - OJP Office of the Chief Financial Officer
  - OJP Office of the General Counsel
  - U.S. Department of Justice Office of the Inspector General (OIG)
  - State and local law enforcement agencies or prosecuting authorities, as appropriate (see Chapter 3.20: Grant Fraud, Waste, and Abuse).

FINANCIAL MANAGEMENT TIP

Costs for audits not required or not performed in accordance with 2 C.F.R. Part 200 Subpart F, are unallowable. If a non-Federal entity did not meet the applicable expenditure threshold in 2 C.F.R 200.501 for Federal funds during the non-Federal entity's fiscal year, but contracted with a certified public accountant to perform an audit, those costs may not be charged to the grant. See 2 C.F.R. § 200.425.

ACTION ITEM

Audit costs, if allowable by your award, should be prorated and charged to the grant based on the ratio of all Federal grants being audited. See 2 C.F.R. § 200.405.

Audit Submission Requirements

The Federal Audit Clearinghouse (FAC) requires all grant award recipients to use the Internet Data Entry System (IDES) to submit Standard Form-Single Audit Component (SF-SAC) and the Single Audit Reporting package online.

- Recipients will use IDES to:
  - Enter SF-SAC data online;
  - Check SF-SAC data for errors using the "Check Data" feature;
  - Upload a PDF copy of the Single Audit Reporting package;
  - Certify SF-SAC electronically using a signature code provided by the IDES; and
  - Submit their complete certified SF-FAC and Single Audit Reporting package to the FAC electronically.
- To review the submission requirements and create an online report ID, visit FAC's website at http://harvester.census.gov/fac/collect/ddeindex.html.

3.19 AUDIT REQUIREMENTS

Submission of Audit Reports

Recipients must submit audit reports as follows:

- For State and local governments, institutions of higher education, and nonprofit institutions:
  - Completed audit reports for fiscal years 2008 and later must be submitted electronically, rather than in paper format, to the Federal Audit Clearinghouse (FAC).
  - Instructions for submitting paper and online audit reports on FAC's website are listed at the FAC Data Collection Form Options web page.

FINANCIAL MANAGEMENT TIP

Completed audit reports for State and local governments, institutions of higher education, and nonprofit institutions, should not be mailed to DOJ unless requested by an agency official.

- Commercial organizations and individuals should mail one copy of all completed audit reports to:

U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer
ATTN: Control Desk
810 Seventh Street, N.W.
Washington, DC 20531

Audit Report Confirmation Requests

When an independent audit has been completed, recipients of OJP/COPS Office grant funds should mail an audit confirmation request to:

U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer
Attention: Grants Financial Management Division
810 Seventh Street, N.W.
Washington, DC 20531

Audit confirmation requests for OVW awards should be sent to:

Office on Violence Against Women
Attn: Grants Financial Management Division (GFMD)
145 N. Street, N.E.
Suite 10W
Washington, DC 20530

3.19 AUDIT REQUIREMENTS

Due Dates for Audit Reports

Audit reports are due no later than 9 months after the close of each fiscal year during the term of the award. See 2 C.F.R. § 200.512(a). Federal agencies can no longer grant due date extensions for submission of single audit reports.

Audit Compliance

When an organization-wide audit has not been conducted, the following materials may be reviewed to determine recipient compliance with Federal requirements:

- Audits from recipients that were made in accordance with the Government auditing standards found in 2 C.F.R. Subpart F (§ 200.500).
- Previous audits performed on recipients' operations.
- Desk reviews of project documentation.
- Project audits by auditors obtained by recipients.
- Evaluations of recipients' operations by program officials.

Resolution of Audit Reports

For an audit to be effective, it is important for a recipient to have policies and procedures in place to ensure timely corrective action on audit recommendations.

Each recipient must designate officials responsible for the following tasks:

- Following up on audit recommendations.
- Maintaining a record of the corrective action taken on recommendations, including time schedules for completing corrective action, such as those stated in a Corrective Action Plan (CAP).
  - Typically, the CAP letter will include a description of the finding, specific steps to take to implement the recommendation, including written formal procedures; a timetable for performance of each corrective action; and a description of monitoring to be performed to ensure implementation of the CAP.
  - The recipient must generate a response to the CAP letter within the specified timeframe, usually within 30 days after receipt of the letter.
- Implementing audit recommendations.
- Providing an audit report special condition on all subawards.
  - This special condition should include the audit report period, required audit report submission date, and name and address of the cognizant Federal agency.
  - The policy of the awarding agency is to not make new awards to applicants who are not in compliance with the audit requirements.
  - A special condition will be placed on new awards if an audit report is delinquent.

3.19 AUDIT REQUIREMENTS

FINANCIAL MANAGEMENT TIP

The awarding agency monitors the audit report requirements for commercial organizations through its audit tracking system. Once audit reports are received through the DOJ single audit process, OJP will track the reports until the audit has been resolved and officially closed by the Office of the Inspector General.

Top Audit Findings (Fiscal Year 2014)

Below are the most common findings from audits of DOJ awards in Fiscal Year 2014, the most recent year for which this information is available. We provide these findings to make you aware of some areas to monitor closely in managing your award so that you are in compliance with all requirements and your own audits go smoothly.

Top Audit Findings (Fiscal Year 2014)	
1	Procedures not documented or need improvement – Internal Controls.
2	Procedures not documented or need improvement - Accounting.
3	Special Condition not met by grantee – unsupported/unauthorized expenditures / drawdowns.
4	Accounting system inadequate or not effectively utilized to account for grant funds.
5	Procedures not documented or need improvement - Payroll.
6	Quarterly and Annual Financial and Program Reports not submitted timely.
7	Procedures not documented or need improvement - Inventory.
8	Quarterly and Annual Financial and Program Reports not accurately prepared.
9	Suspension and Debarment – verification not performed or not properly documented.
10	Subrecipient monitoring not being conducted.

Audit of Subrecipients

When subawards are made by the direct recipient to another organization or organizations, the direct recipient is responsible for making sure that subrecipients comply with the audit requirements set forth in this chapter. See 2 C.F.R. § 200.331(f).

- It is the direct recipient's responsibility to ensure that subrecipient audit reports are received and that corrective actions on all audit findings have been implemented.
- The subrecipient must convey to the direct recipient any known or suspected violations of law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities.

ACTION ITEM

If a subrecipient is not required to have an audit, as stipulated in 2 C.F.R Subpart F (§ 200.500), the direct recipient is still responsible for monitoring the subrecipient's activities to provide reasonable assurance that the subrecipient administers Federal awards in compliance with Federal requirements. See 2 C.F.R. § 200.330 through 200.332 – (Subrecipient Monitoring and Management).

3.19 AUDIT REQUIREMENTS

Technical Assistance

If DOJ is your assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to your organization, then the DOJ Office of the Inspector General (OIG) is available to provide technical assistance to you in implementing the audit requirements of this chapter. Requests for technical assistance should be addressed to the appropriate DOJ Regional Inspector General's Office (see the listing of regional offices at the end of this chapter).

This assistance is available for areas such as:

- Review of the audit arrangements and/or negotiations
- Review of the audit program or guide to be used for conducting the audit
- Onsite assistance in the performance of the audit, when deemed necessary, as a result of universal or complex problems that may arise

Full-Scope Auditing

In addition to arranging and providing for the organizational, financial, and compliance audits required by 2 C.F.R. Subpart F (§ 200.500), direct recipients and subrecipients are encouraged to provide for additional audit coverage, as deemed appropriate.

- The additional audit coverage to be provided should be determined based on the circumstances surrounding the particular organization, function, program, or activity to be audited; management needs; and available audit capability.
- As a direct recipient or subrecipient, you can determine the need for additional audit coverage by considering answers to the following questions about the organization that may need the coverage:
  - Are resources managed and used economically and efficiently?
  - Are desired results and objectives achieved effectively?
  - Is the accounting system and system of internal controls acceptable prior to the receipt of awarding agency funds? At a minimum, internal controls should include documented written procedures of the direct recipient or subrecipient.
  - Are the systems and controls adequate to detect fraud, waste, and abuse?

Commercial (For-Profit) Organizations

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds.

- This audit must be performed in accordance with the Government Auditing Standards (January 2007 Revision) [PDF - 867 Kb], as found on the GAO website.
- The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award.
- Usually, these audits must be conducted annually. They must be conducted no less frequently than every 2 years. The dollar threshold that is established for audit reports in 2 C.F.R. § 200.500 applies, as amended.

3.19 AUDIT REQUIREMENTS

Failure to Comply

Failure to have audits performed as required will result in the awarding agency taking remedial action, as allowed under law. This may include, but not be limited to, the withholding of new discretionary awards and/or withholding of funds, or a change in the method of payment on active awards.

Office of Inspector General Regional Offices

As mentioned previously, if DOJ is your assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to your organization, then you are eligible to receive technical assistance from the DOJ OIG. Direct your request to the appropriate regional audit office of the DOJ OIG in the table in this section.

Regional Audit Office	Geographical Area
Atlanta Region (40) Ferris B. Polk, Regional Audit Manager 75 Spring Street, Suite 1130 Atlanta, GA 30303 Phone: 404-331-5928 Fax: 404-331-5046	Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, and Virgin Islands
Chicago Region (50) Carol S. Taraszka, Regional Audit Manager 500 West Madison, Suite 1121 Chicago, IL 60661 Phone: 312-353-1203 Fax: 312-886-0513	Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, and Wisconsin
Denver Region (60) David M. Sheeren, Regional Audit Manager 1120 Lincoln Street, Suite 1500 Denver, CO 80203 Phone: 303-864-2000 Fax: 303-864-2004	Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, and Wyoming
Philadelphia Region (70) Thomas O. Puerzer, Regional Audit Manager 701 Market Street, Suite 201 Philadelphia, PA 19106 Phone: 215-580-2111 Fax: 215-597-1348	Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont
San Francisco Region (90) David J. Gaschke, Regional Audit Manager 90 7th Street, Suite 3-100 San Francisco, CA 94103 Phone: 650-876-9220 Fax: 650-876-0902	Alaska, American Samoa, California, Guam, Hawaii, Nevada, Oregon, Trust Territory of the Commonwealth of Northern Mariana Islands, and Washington
Washington Region (30) John J. Manning, Regional Audit Manager 1300 North 17th Street, Suite 3400 Arlington, VA 22209 Phone: 202-616-4688 Fax: 202-616-4581	District of Columbia, Maryland, Virginia, and West Virginia

3.20 GRANT FRAUD, WASTE, AND ABUSE

Introduction

The U.S. Department of Justice (DOJ) awards Federal grant funds to recipients for specific purposes and requires them to use the funds within established guidelines. Unfortunately, some recipients and subrecipients have misused award funds in multiple ways ranging from award mismanagement to intentional criminal fraud. With this chapter, we aim to help you avoid misuse of award funds and the resulting penalties.

Detection of Grant Fraud

You are encouraged to:

- Be aware of common grant fraud schemes. This knowledge is the best way to reduce or even eliminate the risk of fraud.
- Adopt effective fraud risk-management efforts within your organization, and encourage your subrecipients to do the same in order to prevent and detect fraud as early as possible.

FINANCIAL MANAGEMENT TIP

Detecting grant fraud schemes early allows you every chance of success with your award and ensures taxpayer dollars are used as efficiently and effectively as possible.

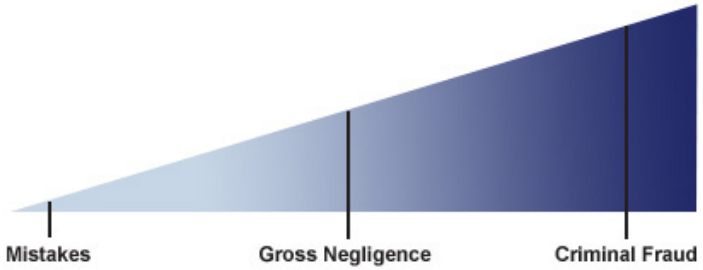
Penalties of Grant Fraud

If you are found guilty of grant fraud, you may be subject to various remedies available under Federal law, including any or all of the following:

- A ban from receiving future Federal funding;
- Administrative recoveries of funds;
- Civil lawsuits and criminal prosecution; or
- A combination of all or some of these remedies.

Fraud Indicators

The indicators or markers of fraud, waste, and/or abuse of award funds are varied and can be due to a range of causes. Follow-up on all such concerns is important.



3.20 GRANT FRAUD, WASTE, AND ABUSE

FINANCIAL MANAGEMENT TIP

As you manage your award, you may need to investigate an area or activity for possible fraud. Look for clues or hints of possible fraud in the following three areas: employee behavior; employee communications; and employee performance.

Common Grant Fraud Schemes

Most misuse of funds falls into one or more of three general categories:

- Conflicts of Interest
- Failure to Properly Support the Use of Award Funds
- Theft

We will examine each of these categories in the sections that follow.

Conflicts of Interest

You are required to use Federal funds in the best interest of your award program. Your decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. You are required to disclose in writing any potential conflict of interest to your grant-making component or pass-through entity, as applicable. See 2 C.F.R. § 200.112.

- **Conflict in Fact.** In the use of award funds (direct or indirect), a recipient or subrecipient should not participate in any decisions, approval, disapproval, recommendations, investigation decisions, or any other proceeding concerning any of the following people or groups:
  - An immediate family member;
  - A partner;
  - An organization in which they are serving as an officer, director, trustee, partner, or employee;
  - Any person or organization with whom they are negotiating or who has an arrangement concerning prospective employment, has a financial interest, or for other reasons can have less than an unbiased transaction with the recipient or subrecipient.
- **Conflict in Appearance.** In the use of award funds, you and your subrecipients should avoid any action which might result in, or create the appearance of:
  - Using your official position for private gain;
  - Giving special treatment to any person;
  - Losing complete independence or objectivity;
  - Making an official decision outside official channels; or
  - Affecting negatively the confidence of the public in the integrity of the Government or the program.

3.20 GRANT FRAUD, WASTE, AND ABUSE

Typical conflict-of-interest issues may include:

- Less-than-arm's-length transactions—the act of purchasing goods or services or hiring an individual from a related party such as a family member or a business associate of the recipient.
- Not using fair and transparent processes for subrecipient decisions and vendor selection. These processes must be free of undue influence, and fair and transparent. Most procurement requires full and open competition.
- Consultants can play an important role in award programs; however, as a recipient or subrecipient, you must ensure that their work for you conforms to all regulations governing a fair consultant selection process, reasonable pay rates, and specific verifiable work product.

Case Example #1

Background	Possible Fraud Indicator	Scheme Identified	Result
An individual was assigned to purchase equipment using a Federal award.	Circumvention of the established procurement process; vendor complaints.	Individual stole over $100,000 by directing contracts to bogus companies that he had established.	240-month prison sentence

Failure to Properly Support the Use of Award Funds

A Federal award agreement creates a legal and binding obligation. As a direct recipient or a subrecipient, it obligates you to:

- Use your award as outlined in the agreement.
- Act with integrity when applying for and reporting your actual use of funds.
- Properly track the use of funds and maintain adequate supporting documentation.

Typical issues involving failure to properly support the use of award funds include:

- Deliberate redirection of the use of funds in a manner different from the purpose outlined in the award agreement.
- Failure to adequately account for, track, or support transactions such as personnel costs, contracts, indirect cost rates, matching funds, program income, or other sources of revenue.

FINANCIAL MANAGEMENT TIP

Grant applicants and award recipients must represent their eligibility for funding accurately and cannot provide false or misleading information in their application, subsequent narrative progress reports, or federal financial reports.

3.20 GRANT FRAUD, WASTE, AND ABUSE

Case Example #2

Background	Possible Fraud Indicator	Scheme Identified	Result
A recipient received a Federal award for specific purposes.	An inability to provide sufficient and verifiable supporting documentation concerning the actual use of those funds.		Recipient paid the Federal government over $300,000 to settle civil fraud allegations.

Theft

Theft is the most common issue in almost all organizations—including those that receive Federal awards. You are encouraged to keep the following in mind:

- People who embezzle funds can be extremely creative, while often appearing very trustworthy. These abilities are precisely why they can do so much damage to an organization and remain undetected for extended periods of time.
- Poor or no internal controls provide an opening for theft. A lack of proper separation of duties is one of the most common weaknesses.

☑ ACTION ITEM

Checks routinely written to employees for the "reimbursement" of expenses, and the routine use of ATM/debit/gift/credit cards for award costs, must be carefully controlled and require strong oversight.

Case Example #3

Background	Possible Fraud Indicator	Scheme Identified	Result
A nonprofit received $2.7 million in Federal award funds to assist underprivileged children.	Unsuccessful program, lack of internal controls, unexplained income.	Funds had been diverted to pay for a wedding reception, building construction, plasma TV, and personal credit card bills, with an estimated total loss of $450,000.	36- and 66-month prison sentences and full restitution.

Ways to Reduce the Risk of Fraud

There are several things that you can do to reduce or even eliminate the risk of fraudulent use of your Federal award:

- Examine your operations and internal controls to identify your fraud vulnerabilities.
- Implement specific fraud prevention strategies including educating others about the risks. The more people are aware of the issues, the more they can help prevent problems or detect them as early as possible.

3.20 GRANT FRAUD, WASTE, AND ABUSE

- Maintain a well-designed and -tested system of internal controls.
- Ensure all financial or other certifications and progress reports are adequately supported with appropriate documentation and evidence.
- Identify any potential conflict-of-interest issues and disclose them to the awarding agency for specific guidance and advice.
- Follow a fair and transparent procurement process, especially when using consultants. Ensure that the rate of pay is reasonable and justifiable, and that the work product is well-defined and documented.

Contact the DOJ Office of the Inspector General for more information.

FINANCIAL MANAGEMENT TIP

Information on designing and testing internal controls may be found in the following references:

- OMB Circular A-133, 2014 Compliance Supplement, Part 6, Internal Control (PDF) (updated annually).
- OMB Circular A-123, Management's Responsibility for Internal Control (main portion) (PDF). Please also see multiple appendices to this circular. Although this is written for Federal Agencies, its guidance on internal control systems and testing those systems may be a useful reference resource.
- Committee of Sponsoring Organizations of the Treadway Commission (COSO), (http://www.coso.org/guidance.htm). This site has guidance available on internal control framework and testing and has been designed for the private sector, but may be a useful reference resource.

3.21 OJP'S PAYMENT PROGRAMS

Introduction

The Office of Justice Programs (OJP) has several payment or reimbursement programs that are available to eligible applicants: the Bulletproof Vest Partnership (BVP), the State Criminal Alien Assistance Program (SCAAP), the Northern Border Prosecution Initiative (NBPI), and the Southwest Border Prosecution Initiative (SWBPI). In this section we briefly introduce each of these programs; please visit the related websites for recently updated information and each program's specific guidelines.

Bulletproof Vest Partnership

The BVP was created for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. The program is administered by OJP's Bureau of Justice Assistance (BJA). It was enacted in 1998 by the Bulletproof Vest Partnership Grant Act (Public Law 105-181).

Eligibility and Guidelines

- Eligible jurisdictions that employ law enforcement officers may participate in this program. A jurisdiction is a State, town, city, village, borough, parish, or Indian tribe.
- Through the BVP program, recipients are reimbursed for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.
- Under current legislation, jurisdictions with fewer than 100,000 residents receive priority funding. Any remaining funds are distributed on a pro rata basis to jurisdictions with 100,000 residents or more.
- In order to qualify for this reimbursement, body armor must comply with the National Institute of Justice (NIJ) standards as of the date the body armor was ordered. Information pertaining to the current NIJ standards is available online at the NIJ Definition of Eligible Body Armor web page.

Application and Funding Process

You can obtain current information and manage the entire BVP program process from application through payment using the online BVP system located at http://OJP/Bulletproof Vest Partnership Program. To participate in the BVP program, State, local, and tribal jurisdictions must follow four steps:

- Register as a jurisdiction
  - Jurisdictions that have never participated in the BVP program can register at any time throughout the year by contacting BVP Customer Support via phone at 1-877-758-3787 or email at vests@usdoj.gov.
  - If an eligible jurisdiction has more than one law enforcement agency (LEA), each LEA should register in the BVP system, and the application will be submitted by the jurisdiction on behalf of all of its LEAs.
  - Once registered with the BVP program, jurisdictions are responsible for regularly updating their own critical information.
- Submit application
  - When submitting an application, jurisdictions must make sure to identify the total number, type, and projected cost of vests for all eligible, participating law enforcement officers.
  - Applications may be submitted only during the annual 6-week open application period.
  - Funding decisions are made within 3 months after the application period closes.

3.21 OJP'S PAYMENT PROGRAMS

- Applicants are notified via email regarding approved funding levels.
- BVP funds are dispersed when the LEA receives the vests and the jurisdiction submits a request for payment through the BVP system.

- Purchase vests
  - BVP funds may only be used to purchase vests that meet the current NIJ bullet-resistant body armor standards.
  - A list of vest models that meet the current NIJ standards is available on the BVP website.
- Submit receipt information
  - Once vests are received, jurisdictions can submit a request for payment through the BVP system.
  - Recipients have up to 2 years from the date of the award to submit payment requests.
  - Once the payment request is submitted, BJA reviews the request for accuracy and processes payments on a monthly schedule.

Key Points about the BVP Program	
1	All purchased body armor must comply with NIJ body armor standards, which are available at the NIJ Definition of Eligible Body Armor web page.
2	BVP funds can be used to purchase only one vest per officer during the jurisdiction's stated replacement cycle.
3	BVP funds may be used toward the purchase of tactical-level vests, but if a tactical-level vest is purchased for an officer, it must be the officer's primary vest; a regular-duty vest cannot be purchased for the same officer, during the same replacement cycle, using BVP funds.
4	Beginning in fiscal year 2009, during the payment request process, jurisdictions may request, based on financial hardship, a waiver of the 50 percent match requirement. Jurisdictions that request the waiver must cite the nature of the financial hardship and maintain documentation pertaining to the hardship.
5	BJA strongly recommends that every LEA implement a mandatory body armor wear policy, if one is not currently in place. A mandatory wear concepts and issues paper and model policy are available by contacting the International Association of Chiefs of Police at policycenter@theiacp.org.
6	BJA recognizes that LEA operational and equipment needs may change. Consequently, participating agencies are not required to purchase the exact number, type, or model of vests contained in the approved application. Vests may be purchased at any threat level, make, or model and from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable NIJ ballistic or stab standards.

FINANCIAL MANAGEMENT TIP

Justice Assistance Grant funds also may be used to purchase vests for an agency, but they may not be used to pay for that portion of the bulletproof vest (50 percent) that is not covered by BVP funds.

3.21 OJP'S PAYMENT PROGRAMS

State Criminal Alien Assistance Program

Through SCAAP, the U.S. Government provides payments to States and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who had at least one felony or two misdemeanor convictions for violations of State or local law, and were incarcerated for at least 4 consecutive days during a reporting period. BJA administers SCAAP in cooperation with the U.S. Department of Homeland Security (DHS).

Eligibility and Guidelines

Beginning with Federal fiscal year 2007, SCAAP awards must be used for correctional purposes only. To be considered for SCAAP funding, States and localities must prove that inmate records, convictions, and length of custody to meet the following eligibility requirements:

- **Inmate records**. For the purposes of SCAAP, an inmate is defined as a person who did one of the following things or was in one of the following situations:
  - Entered the United States without inspection or at any time or place other than as designated by the Attorney General.
  - Was in deportation or exclusion proceedings at the time he or she was taken into custody.
  - Is a nonimmigrant who failed to maintain his or her nonimmigrant status at the time he or she was taken into custody.
  - Is part of a subset of Mariel Cubans who otherwise meet these requirements.
- **Convictions and custody information.** To apply for SCAAP funds, an entity must be a State or unit of government with authority over correctional facilities that incarcerate or detain undocumented criminal aliens for terms of 4 or more consecutive days. Applicants may submit records of eligible inmates in their custody during the reporting period who meet all of the following criteria:
  - Were born outside the United States or one of its Territories and have no reported or documented claim to U.S. citizenship;
  - Were in the applicant's custody for 4 or more consecutive days during the reporting period;
  - Were convicted of a felony or second misdemeanor for violations of State or local law; and
  - Were identified and reported using due diligence.
- DHS makes the final determination on whether the documentation submitted supports the status of the inmate as an undocumented alien.

Application and Funding Process

The application and payment process for SCAAP is managed using the Grants Management System (GMS).

- The SCAAP system is available through the main GMS log-in page at GMS Log-in page.
- SCAAP payments must go directly to eligible States and localities.
- Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS user profile.
- The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government.

3.21 OJP'S PAYMENT PROGRAMS

FINANCIAL MANAGEMENT TIP

A SCAAP application without the CEO information included will be significantly delayed.

Key Points about the SCAAP	
1	Each SCAAP reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was July 1, 2008 through June 30, 2009.
2	Correctional officer salaries reported in the SCAAP application may only include base salary, overtime, and shift differential pay. Fringe benefits should not be included in the total salary.
3	The "total all inmate days" is the cumulative number of incarceration or detention days attributable to all inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly facility head counts for the 365 days in the reporting period.
4	All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's Employer Identification Number (tax identification), jurisdiction name, and vendor number when applying for SCAAP funds. For example, police department and sheriff's offices may not apply directly for SCAAP funding.
5	See the 2015 SCAAP Program Guidelines located on the BJA website for more information.

Northern Border Prosecution Initiative and Southwest Border Prosecution Initiative

The NBPI and SWBPI programs were created to reimburse eligible State and local jurisdictions for prosecution and pretrial detention costs for cases that the Federal Government declined and referred to these jurisdictions. While applicant jurisdictions may use funds from NBPI/SWBPI Federal payments for any purpose not otherwise prohibited by Federal law, the programs encourage the jurisdictions to use the funds to support and enhance prosecutorial and detention services.

Note: Beginning in Fiscal Year 2013, BJA will only reimburse prosecution costs and will no longer reimburse detention costs under the Northern Border Prosecution Initiative and the Southwest Border Prosecution Initiative.

Eligibility and Guidelines

- A federally initiated and referred criminal case is eligible if it was prosecuted by a State or county prosecutor and disposed of during one of the eligibility periods.
- An applicant must be the chief executive or an authorized designee of any eligible jurisdiction.
- Only employees, such as a sheriff or county prosecutor, of the applicant jurisdiction can serve as an authorized designee for SWBPI or NBPI applications.
- The following border State and county governments are eligible to receive funding under the border prosecution initiatives:
  - Northern border: Alaska, Idaho, Maine, Michigan, Minnesota, Montana, New Hampshire, New York, North Dakota, Ohio, Pennsylvania, Vermont, Washington, and Wisconsin
  - Southwest Border: Arizona, California, New Mexico, and Texas

3.21 OJP'S PAYMENT PROGRAMS

- In addition to being an approved border State, submitted cases must meet the following criteria to be considered for NBPI and SWBPI funding:
  - The criminal case was federally initiated.
  - The case was declined or referred to a county or State jurisdiction after October 1, 2005.
  - The case was prosecuted by a State or county prosecutor.
  - The case was disposed of during a designated reporting period.
- Each defendant listed represents a separate case. If one case has multiple defendants, each defendant should be listed as a separate case.
- If one defendant was charged in multiple cases and the cases were investigated or prosecuted during concurrent periods of time, all cases are claimed as one case.

Application and Funding Process

- The annual application-through-payment processes for the NBPI and SWBPI programs are managed via online systems.
- The NBPI program is available at http://www.ojp.gov/nbpi, and guidelines are available in the document Northern Border Prosecution Initiative 2013 Guidelines (PDF).
- The SWBPI program can be found at http://www.ojp.gov/swbpi, and guidelines are available in the document Southwest Border Prosecution Initiative 2013 Guidelines (PDF).

Key Points about the NBPI and SWBPI Programs	
1	Each NBPI/SWBPI reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was October 1, 2008 through September 30, 2009.
2	Court and arrest records for each case submitted for NBPI/SWBPI funding may be requested by BJA for pre- and post-award review. Any cases that do not have the corresponding court and arrest records will not be considered for funding.
3	Documentation must be maintained to support that NBPI/SWBPI funds, when combined with other Federal prosecution funds, do not exceed 100 percent of the prosecution costs for the cases.
4	Time spent by prosecutors on judicial appeals and incarceration time for sentenced offenders are not allowable program costs and should not be reported on the application.

4.1 ORGANIZATION CHARTS

United States Department of Justice Organization Chart

Office of Justice Programs Organization Chart

5.1 ACRONYMS

A Note for Readers

To reduce clutter and ease reading, we have used acronyms instead of the full phrasings for organizations, positions, and other items referenced more than once in the *Guide*. For the reader's convenience, the list of acronyms is organized alphabetically.

A	
ACH	Automated Clearing House
ADP	Automatic Data Processing
ARRA	The American Recovery and Reinvestment Act of 2009
B	
BJA	Bureau of Justice Assistance
BPIs	Border Prosecution Initiatives
BVP	Bulletproof Vest Partnership
C	
CAP	Corrective Action Plan
CCR	Central Contractor Registration
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CJICS	Criminal Justice Information and Communication Systems
COPS	Office of Community Oriented Policing Services
CSB	Customer Service Branch (of the Office of the Chief Financial Officer)
D	
DHS	U.S. Department of Homeland Security
DOJ	U.S. Department of Justice
DUNS	Data Universal Numbering System
E	
EFT	Electronic funds transfer
EIN	Employer Identification Number
F	
FAC	Federal Audit Clearinghouse
FAQs	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FFATA	Federal Funding Accountability and Transparency Act
FFR	Federal Financial Report (SF-425)
FPOC	Financial Point of Contact
FSR	Financial Status Report

F	
FSRS	FFATA Subaward Reporting System
FTR	Federal Travel Regulation
FY	Fiscal Year
G	
GAN	Grant Adjustment Notice
GAO	U.S. Government Accountability Office
GMS	Grants Management System
GPRS	Grant Payment Request System
GSA	U.S. General Services Administration
H	
HHS	U.S. Department of Health and Human Services
I	
ICAC	Internet Crimes Against Children
IDES	Internet Data Entry System
IFB	Invitation for Bid
IRS	Internal Revenue Service
IT	Information Technology
J	
JABG	Juvenile Accountability Block Grant
JAG	Justice Assistance Grant
JJA	Juvenile Justice Act
L	
LEA	Law Enforcement Agency
M	
M&IE	Meals and Incidental Expenses
MPIN	Marketing Partner Identification Number
MTDC	Modified Total Direct Cost
N	
NBPI	Northern Border Prosecution Initiative
NEPA	National Environmental Policy Act
NIJ	National Institute of Justice
O	
OCFO	Office of the Chief Financial Officer
OCR	Office for Civil Rights (of the Office of Justice Programs)

5.1 ACRONYMS

O	
OIG	Office of the Inspector General
OJJDP	Office of Juvenile Justice and Delinquency Prevention
OJP	Office of Justice Programs
OMB	Office of Management and Budget
OVC	Office for Victims of Crime
OVW	Office on Violence Against Women
P	
PAPRS	Phone Activated Payment Request System (replaced by GPRS)
P/E	Purchase of Evidence
P/I	Purchase of Specific Information
PMT	Performance Measurement Tool
POV	Privately owned vehicle
PPOC	Programmatic point of contact
P/S	Purchase of Services
R	
RFP	Request for Proposal
RISS	Regional Information Sharing Systems
S	
SAM	System for Award Management
SCAAP	State Criminal Alien Assistance Program
SES	Senior Executive Service
SF-424	Standard Form 424
SF-425	Standard Form 425
SF-SAC	Standard Form-Single Audit Component
SOW	Statement of Work
STOP	Services Training Officers Prosecutors (Violence Against Women OVW formula grant program)
SWBPI	Southwest Border Prosecution Initiative
T	
Treasury	U.S. Department of the Treasury
U	
U.S.C.	United States Code
V	
VOCA	Victims of Crime Act
X	
XML	Extensible Markup Language

5.2 GLOSSARY OF TERMS

A

ACCRUAL BASIS is the method of recording revenues in the period in which they are earned, regardless of when cash is received, and reporting expenses in the period when the charges are incurred, regardless of when payment is made.

ADDENDUM RECORD is what the bank receives that explains what a payment is for and gives the detail necessary for accurate posting into the correct account.

ADMINISTRATIVE REQUIREMENTS are set forth at 2 C.F.R. Part 200.

AMUSEMENT/SOCIAL EVENT is an informal gathering which is not mandatory for all participants to attain the necessary information. An indicator of a social/amusement event is a cash bar.

AWARDING AGENCY is typically (depending on context) the Federal Government or the next highest authority, that is, the State agency administering the formula award or the Federal agency administering the discretionary award.

AWARDS typically refers to grants or cooperative agreements, but may include funding mechanisms, such as interagency agreements, contracts, and/or other agreements, depending on the context.

B

BLANKET REQUEST a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the same fiscal year.

BLOCK/FORMULA AWARDS are awarded to the States to provide assistance to State and local units of government for programs in accordance with legislative requirements.

BREAK FOODS consist of cookies, sodas, and fruits or other snack items, and may be served at a training program, a meeting, or a conference.

BREAKS are short pauses in an ongoing informational program at trainings, meetings, conferences, or retreats. Typically, an all-day event may include one break during a morning session and one break during an afternoon session.

BUDGET PERIOD is the period for which a budget is approved for an award. The budget period may be equal to or shorter than the project period for an award, but cannot be longer than the project period.

C

CASH BASIS is the method of reporting revenues and expenses when cash is actually received or paid out.

CLOSEOUT is a process in which the awarding agency determines that all applicable administrative actions and all required work of the award have been completed by the recipient and the awarding agency.

COGNIZANT FEDERAL AGENCY FOR AUDIT is generally the Federal agency that provides the most Federal financial assistance to you, the recipient of funds. Cognizance is assigned by OMB, and a list of agencies is available at the FAC Web site. See 2 C.F.R. § 200.18. Cognizant agency for audit is not always the same as the cognizant agency for indirect costs. For assignments of cognizant agencies see 2 C.F.R. § 200.19, which refers to the appropriate Appendices.

CONFERENCE is defined broadly, and includes meetings, retreats, seminars, symposia, or training activities. See 41 C.F.R. § 300-3.1; 2 C.F.R. § 200.432.

CONSULTANT is an individual who provides professional advice or services.

CONTINENTAL BREAKFAST means a light breakfast that may include a selection of coffees, teas, juices, fruits, and assorted pastries, and is allowable provided several hours of substantive material directly follows the continental breakfast. Grant recipients are reminded that the least expensive of the available selections should be chosen.

CONTRACT means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward. See 2 C.F.R. § 200.22.

COOPERATIVE AGREEMENTS are utilized when substantial involvement is anticipated between the awarding agency and the recipient during performance of the contemplated activity. See 2 C.F.R. § 200.24.

D

DIRECT RECIPIENT is an individual and/or organization that receives Federal financial assistance directly from a Federal agency.

DISCRETIONARY AWARDS are made to States, units of local government, or private organizations at the discretion of the awarding agency. Most discretionary awards are competitive in nature in that there are limited funds available and a large number of potential recipients.

DOMESTIC TRAVEL includes travel within and between Canada and the United States and its territories and possessions.

5.2 GLOSSARY OF TERMS

DRAW OR DRAWING DOWN refers to the payments made by the Federal Government to the grantee which deplete the total grant award amount. DOJ grantees draw down or receive payments of their grant funding through the active grant period.

E

EARMARKS are legislative provisions that direct funds to be spent on specific projects, groups, or organizations.

EQUIPMENT is tangible, nonexpendable personal property having a useful life of more than 1 year and an acquisition cost of $5,000 or more per unit. A recipient/subrecipient may use its own definition of equipment provided that such definition would at least include all equipment defined above.

EXPENDITURE is a payment, outlay, or disbursement that may or may not be an expense.

F

FEDERAL CONTRACTOR is a person or entity that contracts with the Federal Government to provide supplies, services, or experimental, developmental, or research work. Entities may include commercial organizations, educational institutions, construction and architect-engineer companies, State and local governments, and nonprofit organizations. See Title 48 C.F.R. § 31.103-105, § 31.107-108.

FEDERAL EMPLOYEES are those persons employed in or under an agency of the United States Federal Government or the District of Columbia. See 5 U.S.C. 4101 (1994) [PDF – 35.9 Kb].

FEDERAL GRANTEE means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also 2 C.F.R. § 200.69 (Non-Federal entity). Typically, this is the component of a State, local, or Federally recognized Indian tribal government, educational institution, hospital, or a for-profit or nonprofit organization which is responsible for the performance or administration of all or some part of a Federal award.

FIXED RATE WITH CARRY FORWARD PROVISION is similar to a predetermined rate in that a permanent rate is established for a specific future period (usually one fiscal year) based on an estimate of the costs for that period. However, fixed rates also require an adjustment to actual costs once actual costs have been determined. The difference between the estimated costs used to establish the fixed rate and the actual costs of the fiscal year covered by the rate is "carry forward" as an adjustment to the next rate negotiation.

FOCUS GROUP means a gathering of Federal Government employees to discuss results and improvements of programs in the field. The focus group should follow a prepared agenda, be led by an expert in the subject matter, and serve to educate the Federal employees.

FOOD AND/OR BEVERAGES retain their common meanings. Food or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic drinks.

FOREIGN TRAVEL includes any travel outside of Canada and the United States and its territories and possessions. For an organization located in a foreign country, this means travel outside that country.

FORMAL AGENDA provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and beverages will be provided.

G

GRANTS are a legal instrument of financial assistance used to transfer anything of value from the Federal awarding agency or pass through entity to the non-Federal entity to carry out a public purpose. See 2 C.F.R. § 200.51.

GRANTS MANAGEMENT SYSTEM (GMS) is a web-based, data-driven computer application that provides support for the application, award, and management of grants at OJP. It consists of the following modules: Applications; Award Processing; Peer Review; Grant Adjustment Notice; Financial Reporting; Progress Reporting, Monitoring, and Closeouts.

H

HIGH RISK is a determination made by the awarding agency of a recipient's ability to administer Federal project funds based on issues such as a history of unsatisfactory performance; financial instability; inadequate financial management system; non-conformance to terms and conditions of previous awards; or is otherwise not responsible. Additional reporting or other requirements may be placed on high-risk recipients.

5.2 GLOSSARY OF TERMS

I

Imprest Funds are fixed- or petty-cash funds in the form of currency or coin that have been advanced as funds held outside of the usual secure account. Agencies typically use imprest funds to reimburse employees for expenses, to make small purchases, to make emergency beneficiary payments, and to pay informants, among other uses.

INCIDENTAL means (in the conference context) relating to a formal event where full participation by participants mandates the provision of food and beverages.

INTERAGENCY AGREEMENTS AND PURCHASE OF SERVICE ARRANGEMENTS are usually entered into by two governmental units or agencies. Such funding arrangements are negotiated by the entities involved.

INTERNAL CONTROLS means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

(a) Effectiveness and efficiency of operations;

(b) Reliability of reporting for internal and external use; and

(c) Compliance with applicable laws and regulations.

See 2 C.F.R. § 200.61.

L

Liquidation period provides awardees time to receive ordered goods or services, and make final payments on trailing costs. It is usually a 90 day period after award end date.

LOBBYING is generally considered to be the act of trying to influence legislation. An organization will be regarded as attempting to influence legislation if it contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation. See 2 C.F.R. § 200.450.

M

MATCH is the recipient share of the project costs. Match may either be “in-kind” or “cash.” In-kind match includes the value of donated services. Cash match includes actual cash spent by the recipient and must have a cost relationship to the Federal award that is being matched. (Example: Match on administrative costs should be other administrative costs, not other matching on program costs).

N

NONEXPENDABLE PERSONAL PROPERTY (i.e., equipment) includes tangible personal property (including information technology systems) having a useful life of more than 1 year and an acquisition cost of $5,000 or more per unit. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined below. See 2 C.F.R. § 200.33.

O

OBLIGATION means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (i.e., a legal liability to pay under a grant, subgrant, and/or contract determinable sums for services or goods incurred during the grant period). See 2 C.F.R. § 200.71.

P

PASS-THROUGH ENTITY means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

PERSONAL PROPERTY means property of any kind except real property. It may be tangible (having physical existence) or intangible (having no physical existence, such as patents, inventions, and copyrights).). See 2 C.F.R. § 200.78.

PREAGREEMENT COSTS are defined as those costs which are considered necessary to the project but occur prior to the starting date of the award period.

PRIOR APPROVAL means written approval by the authorized official (the next highest authority except for sole source evidencing consent prior to a budgetary or programmatic change in the award).

5.2 GLOSSARY OF TERMS

Program income is gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See 2 C.F.R. § 200.80. Program income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

PROJECT PERIOD is the period for which implementation of a project is authorized. The project period may be equal to or longer than the budget period for an award, but cannot be shorter than the budget period.

PURCHASE OF EVIDENCE (P/E) is the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.

PURCHASE OF SERVICES (P/S) includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

PURCHASE OF SPECIFIC INFORMATION (P/I) includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

R

REAL PROPERTY means land, land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

REASONABLE means those costs that a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made.

Reception means an informal gathering which is not mandatory for all event participants to obtain necessary information. Indicators of a reception include a cash bar, inadequate seating for the entire group, food items from a reception menu (such as finger foods), and a longer break (than utilized throughout the day) between the substantive meetings and the reception. Receptions are expressly prohibited and are considered to be an unallowable cost with Federal funds.

RECIPIENT means the recipient of federal funding from DOJ, unless context indicates otherwise.

REGIONAL INFORMATION SHARING SYSTEMS (RISS) is a national program of regionally oriented services designed to facilitate the coordination and communication capabilities of local, state, federal, and tribal criminal justice agencies.

S

SEPARATION OF DUTIES is a key internal control concept that establishes procedures for certain types of financial transactions where no one person is able to execute the entire procedure alone. The most commonly used example concerns initiating a payment (writing the check) and authorizing a payment (signing the check).

SOCIAL EVENT is any event with alcoholic beverages served, available, or present.

SPECIAL CONDITIONS are contractual terms and conditions that are included with your award. Examples of special conditions include additional reports, audits, conferences, and disposition of program income.

STIPEND is an allowance for living expenses. Examples of these expenses include, but are not limited to, rent, utilities, incidentals, etc.

SUBAWARD means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

SUBRECIPIENT means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

5.2 GLOSSARY OF TERMS

Supplanting is to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

U

Unallowable costs are costs the government is unwilling to pay as a direct charge or through an indirect cost pool applied to the federal grant or contract. An organization is not prohibited from incurring unallowable costs but they cannot be recovered either directly or indirectly under federal grants or contracts.

W

WORKING DINNER means a formal and mandatory dinner necessary for all participants to have full participation in the conference or event. A working dinner must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working dinner. Indicators of a working dinner include seating for all participants. A cash bar is expressly prohibited.

WORKING LUNCH is a formal and mandatory lunch necessary for all participants to have full participation in the conference or event. A working lunch must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working lunch (exhibits are not included). Indicators of a working lunch include seating for all participants. A cash bar is expressly prohibited.

WORK-RELATED EVENT is a conference or meeting involving a topical matter of interest within the purview of the agency's mission and function.

5.3 APPENDICES I AND II

Appendix I: Sample Award Document

The following is a sample award document, as issued by the Office of Justice Programs, Department of Justice.

Sample Award Document [PDF - 291 Kb]

Appendix II: Sample Federal Financial Report Form (SF-425)

The Federal Financial Report Form (SF-425) is a standard form that grantees must use to report cumulative expenses incurred under each award. SF-425s must be submitted every quarter and no later than 30 days after the last day of each reporting quarter. OJP grantees should use the online SF-425 found in the Grants Management System (GMS).

Sample SF-425 Form [PDF - 108Kb]

Circular No. A-133
Revised to show changes published in the *Federal Register* June 27, 2003 and June 26, 2007

Audits of States, Local Governments, and Non-Profit Organizations

Accompanying *Federal Register* Materials:

-- Audits of States, Local Governments, and Non-Profit Organizations June 30, 1997

- - Revision published June 27, 2003

  This revision: (1) increased the dollar threshold for the audit requirement; and (2) made changes regarding determination of cognizant and oversight agencies for audit.

- - Revision published June 26, 2007

  This revision: (1) replaced the term "reportable conditions" with "significant deficiencies" to conform with current auditing standards; and (2) updated report submission requirements. Definition of "significant deficiencies" and "material weaknesses" are as defined in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA) and *Government Auditing Standards* issued by the Government Accountability Office.

[Note: The June 27, 2003 revisions: (1) increased the dollar threshold for the audit requirement, and (2) made changes regarding determination of cognizant and oversight agencies for audit. The June 26, 2007 revisions make changes to (1) to replace the terms "reportable conditions" with "significant deficiencies" to conform with changes in auditing standards; and (2) reporting submission requirements.

In several places, the Circular includes guidelines for the reporting of "significant deficiencies" and "material weaknesses." These terms are to be used as defined in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA), and *Government Auditing Standards* issued by the Government Accountability Office.]

Circular No. A-133

Revised to show changes published in the *Federal Registers* *of* June 27, 2003 and June 26, 2007

Audits of States, Local Governments, and Non-Profit Organizations

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Audits of States, Local Governments, and Non-Profit Organizations

1. Purpose. This Circular is issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.

2. Authority. Circular A-133 is issued under the authority of sections 503, 1111, and 7501 *et seq*. of title 31, United States Code, and Executive Orders 8248 and 11541.

3. Rescission and Supersession. This Circular rescinds Circular A-128, "Audits of State and Local Governments," issued April 12, 1985, and supersedes the prior Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions," issued April 22, 1996. For effective dates, see paragraph 10.

4. Policy. Except as provided herein, the standards set forth in this Circular shall be applied by all Federal agencies. If any statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Federal agencies shall apply the provisions of the sections of this Circular to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are subrecipients expending Federal awards received from a pass-through entity (a recipient or another subrecipient).

This Circular does not apply to non-U.S. based entities expending Federal awards received either directly as a recipient or indirectly as a subrecipient.

5. Definitions. The definitions of key terms used in this Circular are contained in §___.105 in the Attachment to this Circular.

6. Required Action. The specific requirements and responsibilities of Federal agencies and non-Federal entities are set forth in the Attachment to this Circular. Federal agencies making awards to non-Federal entities, either directly or indirectly, shall adopt the language in the Circular in codified regulations as provided in Section 10 (below), unless different provisions are required by Federal statute or are approved by the Office of Management and Budget (OMB).

7. OMB Responsibilities. OMB will review Federal agency regulations and implementation of this Circular, and will provide interpretations of policy requirements and assistance to ensure uniform, effective and efficient implementation.

8. Information Contact. Further information concerning Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202) 395-3993.

9. Review Date. This Circular will have a policy review three years from the date of issuance.

10. Effective Dates. The standards set forth in §___.400 of the Attachment to this Circular, which apply directly to Federal agencies, shall be effective July 1, 1996, and shall apply to audits of fiscal years beginning after June 30, 1996, except as otherwise specified in §___.400(a).

The standards set forth in this Circular that Federal agencies shall apply to non-Federal entities shall be adopted by Federal agencies in codified regulations not later than 60 days after publication of this final revision in the *Federal Register*, so that they will apply to audits of fiscal years beginning after June 30, 1996, with the exception that §___.305(b) of the Attachment applies to audits of fiscal years beginning after June 30, 1998. The requirements of Circular A-128, although the Circular is rescinded, and the 1990 version of Circular A-133 remain in effect for audits of fiscal years beginning on or before June 30, 1996.

The revisions published in the *Federal Register* June 27, 2003, are effective for fiscal years ending after December 31, 2003, and early implementation is not permitted with the exception of the definition of *oversight agency for audit* which is effective July 28, 2003.

Augustine T. Smythe
Acting Director

The revisions published in the Federal Register June 26, 2007, are effective for fiscal years ending on or after December 15, 2006.

Rob Portman
Director

Attachment

PART__ --AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

Subpart A--General
Sec.
__.100 Purpose.
__.105 Definitions.

Subpart B--Audits
__.200 Audit requirements.
__.205 Basis for determining Federal awards expended.
__.210 Subrecipient and vendor determinations.
__.215 Relation to other audit requirements.
__.220 Frequency of audits.
__.225 Sanctions.
__.230 Audit costs.
__.235 Program-specific audits.

Subpart C--Auditees
__.300 Auditee responsibilities.
__.305 Auditor selection.
__.310 Financial statements.
__.315 Audit findings follow-up.
__.320 Report submission.

Subpart D--Federal Agencies and Pass-Through Entities
__.400 Responsibilities.
__.405 Management decision.

Subpart E--Auditors
__.500 Scope of audit.
__.505 Audit reporting.
__.510 Audit findings.
__.515 Audit working papers.
__.520 Major program determination.
__.525 Criteria for Federal program risk.
__.530 Criteria for a low-risk auditee.

Appendix A to Part __ - Data Collection Form (Form SF-SAC).

Appendix B to Part __ - Circular A-133 Compliance Supplement.

Subpart A--General
§___.100 Purpose.

This part sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards.

§___.105 Definitions.

Auditee means any non-Federal entity that expends Federal awards which must be audited under this part.

Auditor means an auditor, that is a public accountant or a Federal, State or local government audit organization, which meets the general standards specified in generally accepted government auditing standards (GAGAS). The term auditor does not include internal auditors of non-profit organizations.

Audit finding means deficiencies which the auditor is required by **§___.510(a)** to report in the schedule of findings and questioned costs.

CFDA number means the number assigned to a Federal program in the Catalog of Federal Domestic Assistance (CFDA).

Cluster of programs means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other clusters" are as defined by the Office of Management and Budget (OMB) in the compliance supplement or as designated by a State for Federal awards the State provides to its subrecipients that meet the definition of a cluster of programs. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with **§___.400(d)(1)** and **§___.400(d)(2)**, respectively. A cluster of programs shall be considered as one program for determining major programs, as described in **§___.520**, and, with the exception of R&D as described in **§___.200(c)**, whether a program-specific audit may be elected.

Cognizant agency for audit means the Federal agency designated to carry out the responsibilities described in **§___.400(a)**.

Compliance supplement refers to the Circular A-133 Compliance Supplement, included as Appendix B to Circular A-133, or such documents as OMB or its designee may issue to replace it. This document is available from the Government Printing Office, Superintendent of Documents, Washington, DC 20402-9325.

Corrective action means action taken by the auditee that:

(1) Corrects identified deficiencies;

(2) Produces recommended improvements; or

(3) Demonstrates that audit findings are either invalid or do not warrant auditee action.

Federal agency has the same meaning as the term agency in Section 551(1) of title 5, United States Code.

Federal award means Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. It does

not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Any audits of such vendors shall be covered by the terms and conditions of the contract. Contracts to operate Federal Government owned, contractor operated facilities (GOCOs) are excluded from the requirements of this part.

Federal awarding agency means the Federal agency that provides an award directly to the recipient.

Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in **§___.205(h)** and **§___.205(i)**.

Federal program means:

(1) All Federal awards to a non-Federal entity assigned a single number in the CFDA.

(2) When no CFDA number is assigned, all Federal awards from the same agency made for the same purpose should be combined and considered one program.

(3) Notwithstanding paragraphs **(1)** and **(2)** of this definition, a cluster of programs. The types of clusters of programs are:

(i) Research and development (R&D);

(ii) Student financial aid (SFA); and

(iii) "Other clusters," as described in the definition of cluster of programs in this section.

GAGAS means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

Generally accepted accounting principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).

Indian tribe means any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native village or regional or village corporation (as defined in, or established under, the Alaskan Native Claims Settlement Act) that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Internal control means a process, effected by an entity's management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

(1) Effectiveness and efficiency of operations;

(2) Reliability of financial reporting; and

(3) Compliance with applicable laws and regulations.

Internal control pertaining to the compliance requirements for Federal programs (Internal control over Federal programs) means a process--effected by

an entity's management and other personnel--designed to provide reasonable assurance regarding the achievement of the following objectives for Federal programs:

(1) Transactions are properly recorded and accounted for to:

(i) Permit the preparation of reliable financial statements and Federal reports;

(ii) Maintain accountability over assets; and

(iii) Demonstrate compliance with laws, regulations, and other compliance requirements;

(2) Transactions are executed in compliance with:

(i) Laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on a Federal program; and

(ii) Any other laws and regulations that are identified in the compliance supplement; and

(3) Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

Loan means a Federal loan or loan guarantee received or administered by a non-Federal entity.

Local government means any unit of local government within a State, including a county, borough, municipality, city, town, township, parish, local public authority, special district, school district, intrastate district, council of governments, and any other instrumentality of local government.

Major program means a Federal program determined by the auditor to be a major program in accordance with **§___.520** or a program identified as a major program by a Federal agency or pass-through entity in accordance with **§___.215(c)**.

Management decision means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision as to what corrective action is necessary.

Non-Federal entity means a State, local government, or non-profit organization.

Non-profit organization means:

(1) any corporation, trust, association, cooperative, or other organization that:

(i) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(ii) Is not organized primarily for profit; and

(iii) Uses its net proceeds to maintain, improve, or expand its operations; and

(2) The term non-profit organization includes non-profit institutions of higher education and hospitals.

OMB means the Executive Office of the President, Office of Management and Budget.

Oversight agency for audit means the Federal awarding agency that provides the predominant amount of direct funding to a recipient not assigned a cognizant agency for audit. When there is no direct funding, the Federal agency with the predominant indirect funding shall assume the oversight responsibilities. The duties of the oversight agency for audit are described in **§___.400(b)**.

Effective July 28, 2003, the following is added to this definition: A Federal agency with oversight for an auditee may reassign oversight to another Federal agency which provides substantial funding and agrees to be the oversight agency for audit. Within 30 days after any reassignment, both the old and the new oversight agency for audit shall notify the auditee, and, if known, the auditor of the reassignment."

Pass-through entity means a non-Federal entity that provides a Federal award to a subrecipient to carry out a Federal program.

Program-specific audit means an audit of one Federal program as provided for in **§___.200(c)** and **§___.235**.

Questioned cost means a cost that is questioned by the auditor because of an audit finding:

(1) Which resulted from a violation or possible violation of a provision of a law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of Federal funds, including funds used to match Federal funds;

(2) Where the costs, at the time of the audit, are not supported by adequate documentation; or

(3) Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Recipient means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.

Research and development (R&D) means all research activities, both basic and applied, and all development activities that are performed by a non-Federal entity. Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

Single audit means an audit which includes both the entity's financial statements and the Federal awards as described in **§___.500**.

State means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Trust Territory of the

Pacific Islands, any instrumentality thereof, any multi-State, regional, or interstate entity which has governmental functions, and any Indian tribe as defined in this section.

Student Financial Aid (SFA) includes those programs of general student assistance, such as those authorized by Title IV of the Higher Education Act of 1965, as amended, (20 U.S.C. 1070 et seq.) which is administered by the U.S. Department of Education, and similar programs provided by other Federal agencies. It does not include programs which provide fellowships or similar Federal awards to students on a competitive basis, or for specified studies or research.

Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in **§___.210**.

Types of compliance requirements refers to the types of compliance requirements listed in the compliance supplement. Examples include: activities allowed or unallowed; allowable costs/cost principles; cash management; eligibility; matching, level of effort, earmarking; and, reporting.

Vendor means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in **§___.210**.

Subpart B--Audits

§___.200 Audit requirements.

(a) Audit required. Non-Federal entities that expend $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part. Guidance on determining Federal awards expended is provided in **§___.205**.

(b) Single audit. Non-Federal entities that expend $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in a year in Federal awards shall have a single audit conducted in accordance with **§___.500** except when they elect to have a program-specific audit conducted in accordance with paragraph **(c)** of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with **§___.235**. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)*. Non-Federal

entities that expend less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in **§___.215(a)**, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

§___.205 Basis for determining Federal awards expended.

(a) Determining Federal awards expended. The determination of when an award is expended should be based on when the activity related to the award occurs. Generally, the activity pertains to events that require the non-Federal entity to comply with laws, regulations, and the provisions of contracts or grant agreements, such as: expenditure/expense transactions associated with grants, cost-reimbursement contracts, cooperative agreements, and direct appropriations; the disbursement of funds passed through to subrecipients; the use of loan proceeds under loan and loan guarantee programs; the receipt of property; the receipt of surplus property; the receipt or use of program income; the distribution or consumption of food commodities; the disbursement of amounts entitling the non-Federal entity to an interest subsidy; and, the period when insurance is in force.

(b) Loan and loan guarantees (loans). Since the Federal Government is at risk for loans until the debt is repaid, the following guidelines shall be used to calculate the value of Federal awards expended under loan programs, except as noted in paragraphs **(c)** and **(d)** of this section:

(1) Value of new loans made or received during the fiscal year; plus

(2) Balance of loans from previous years for which the Federal Government imposes continuing compliance requirements; plus

(3) Any interest subsidy, cash, or administrative cost allowance received.

(c) Loan and loan guarantees (loans) at institutions of higher education. When loans are made to students of an institution of higher education but the institution does not make the loans, then only the value of loans made during the year shall be considered Federal awards expended in that year. The balance of loans for previous years is not included as Federal awards expended because the lender accounts for the prior balances.

(d) Prior loan and loan guarantees (loans). Loans, the proceeds of which were received and expended in prior-years, are not considered Federal awards expended under this part when the laws, regulations, and the provisions of contracts or grant agreements pertaining to such loans impose no continuing compliance requirements other than to repay the loans.

(e) Endowment funds. The cumulative balance of Federal awards for endowment funds which are federally restricted are considered awards expended in each year in which the funds are still restricted.

(f) Free rent. Free rent received by itself is not considered a Federal award expended under this part. However, free rent received as part

of an award to carry out a Federal program shall be included in determining Federal awards expended and subject to audit under this part.

(g) Valuing non-cash assistance. Federal non-cash assistance, such as free rent, food stamps, food commodities, donated property, or donated surplus property, shall be valued at fair market value at the time of receipt or the assessed value provided by the Federal agency.

(h) Medicare. Medicare payments to a non-Federal entity for providing patient care services to Medicare eligible individuals are not considered Federal awards expended under this part.

(i) Medicaid. Medicaid payments to a subrecipient for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended under this part unless a State requires the funds to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

(j) Certain loans provided by the National Credit Union Administration. For purposes of this part, loans made from the National Credit Union Share Insurance Fund and the Central Liquidity Facility that are funded by contributions from insured institutions are not considered Federal awards expended.

§___.210 Subrecipient and vendor determinations.

(a) General. An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs **(b)** and **(c)** of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

(b) Federal award. Characteristics indicative of a Federal award received by a subrecipient are when the organization:

(1) Determines who is eligible to receive what Federal financial assistance;

(2) Has its performance measured against whether the objectives of the Federal program are met;

(3) Has responsibility for programmatic decision making;

(4) Has responsibility for adherence to applicable Federal program compliance requirements; and

(5) Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

(c) Payment for goods and services. Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Operates in a competitive environment;

(4) Provides goods or services that are ancillary to the operation of the Federal program; and

(5) Is not subject to compliance requirements of the Federal program.

(d) Use of judgment in making determination. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

(e) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract, and post-award audits.

(f) Compliance responsibility for vendors. In most cases, the auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to vendors. However, the auditee is responsible for ensuring compliance for vendor transactions which are structured such that the vendor is responsible for program compliance or the vendor's records must be reviewed to determine program compliance. Also, when these vendor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations, and the provisions of contracts or grant agreements.

§___.215 Relation to other audit requirements.

(a) Audit under this part in lieu of other audits. An audit made in accordance with this part shall be in lieu of any financial audit required under individual Federal awards. To the extent this audit meets a Federal agency's needs, it shall rely upon and use such audits. The provisions of this part neither limit the authority of Federal agencies, including their Inspectors General, or GAO to conduct or arrange for additional audits (e.g., financial audits, performance audits, evaluations, inspections, or reviews) nor authorize any auditee to constrain Federal agencies from carrying out additional audits. Any additional audits shall be planned and performed in such a way as to build upon work performed by other auditors.

(b) Federal agency to pay for additional audits. A Federal agency that conducts or contracts for additional audits shall, consistent with other applicable laws and regulations, arrange for funding the full cost of such additional audits.

(c) Request for a program to be audited as a major program. A Federal agency may request an auditee to have a particular Federal program audited as a major program in lieu of the Federal agency conducting or arranging for the additional audits. To allow for planning, such requests should be made at least 180 days prior to the end of the fiscal year to be audited. The auditee, after consultation with its auditor, should promptly respond to such request by informing the Federal agency whether the program would otherwise be audited as a major program using the risk-based audit approach described in **§___.520** and, if not, the estimated incremental cost. The Federal agency shall then promptly confirm to the auditee whether it wants the program audited as a major program. If the program is to be audited as a major program based upon this Federal agency request, and the Federal agency agrees to pay the full incremental costs, then the auditee shall have the program audited as a major program. A pass-through entity may use the provisions of this paragraph for a subrecipient.

§___.220 Frequency of audits.

Except for the provisions for biennial audits provided in paragraphs **(a)** and **(b)** of this section, audits required by this part shall be performed annually. Any biennial audit shall cover both years within the biennial period.

(a) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period under audit.

(b) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

§___.225 Sanctions.

No audit costs may be charged to Federal awards when audits required by this part have not been made or have been made but not in accordance with this part. In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities shall take appropriate action using sanctions such as:

(a) Withholding a percentage of Federal awards until the audit is completed satisfactorily;

(b) Withholding or disallowing overhead costs;

(c) Suspending Federal awards until the audit is conducted; or

(d) Terminating the Federal award.

§___.230 Audit costs.

(a) Allowable costs. Unless prohibited by law, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

(b) Unallowable costs. A non-Federal entity shall not charge the following to a Federal award:

(1) The cost of any audit under the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 et seq.) not conducted in accordance with this part.

(2) The cost of auditing a non-Federal entity which has Federal awards expended of less than $300,000 (*$500,000 for fiscal years ending after December 31, 2003)* per year and is thereby exempted under **§___.200(d)** from having an audit conducted under this part. However, this does not prohibit a pass-through entity from charging Federal awards for the cost of limited scope audits to monitor its subrecipients in accordance with **§___.400(d)(3)**, provided the subrecipient does not have a single audit. For purposes of this part, limited scope audits only include agreed-upon procedures engagements conducted in accordance with either the AICPA's generally accepted auditing standards or attestation standards, that are paid for and arranged by a pass-through entity and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

§___.235 Program-specific audits.

(a) Program-specific audit guide available. In many cases, a program-specific audit guide will be available to provide specific guidance to the auditor with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. The auditor should contact the Office of Inspector General of the Federal agency to determine whether such a guide is available. When a current program-specific audit guide is available, the auditor shall follow GAGAS and the guide when performing a program-specific audit.

(b) Program-specific audit guide not available. (1) When a program-specific audit guide is not available, the auditee and auditor shall have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit.

(2) The auditee shall prepare the financial statement(s) for the Federal program that includes, at a minimum, a schedule of expenditures of Federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule, a summary schedule of prior audit findings consistent with the requirements of **§___.315(b)**, and a corrective action plan consistent with the requirements of **§___.315(c)**.

(3) The auditor shall:

(i) Perform an audit of the financial statement(s) for the Federal program in accordance with GAGAS;

(ii) Obtain an understanding of internal control and perform tests of internal control over the Federal program consistent with the requirements of **§___.500(c)** for a major program;

(iii) Perform procedures to determine whether the auditee has complied with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on the Federal program consistent with the requirements of **§___.500(d)** for a major program; and

(iv) Follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding in accordance with the requirements of **§___.500(e)**.

(4) The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) shall state that the audit was conducted in accordance with this part and include the following:

(i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is presented fairly in all material respects in conformity with the stated accounting policies;

(ii) A report on internal control related to the Federal program, which shall describe the scope of testing of internal control and the results of the tests;

(iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on the Federal program; and

(iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program in a format consistent with **§___.505(d)(1)** and findings and questioned costs consistent with the requirements of **§___.505(d)(3)**.

(c) Report submission for program-specific audits.
(1) The audit shall be completed and the reporting required by paragraph **(c)(2)** or **(c)(3)** of this section submitted within the earlier of 30 days after receipt of the auditor’s report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. (However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and the required reporting shall be submitted within the earlier of 30 days after receipt of the auditor’s report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide.) Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.

(2) When a program-specific audit guide is available, the auditee shall submit to the Federal clearinghouse designated by OMB the data collection form prepared in accordance with **§___.320(b)**, as applicable to a program-specific audit, and the reporting required by the program-specific audit guide to be retained as an archival copy. Also, the auditee shall submit to the Federal awarding agency or pass-through entity the reporting required by the program-specific audit guide.

(3) When a program-specific audit guide is not available, the reporting package for a program-specific audit shall consist of the financial statement(s) of the Federal program, a summary schedule of prior audit findings, and a corrective action plan as described in paragraph **(b)(2)** of this section, and the auditor's report(s) described in paragraph **(b)(4)** of this section. The data collection form prepared in accordance with

§___.320(b), as applicable to a program-specific audit, and one copy of this reporting package shall be submitted to the Federal clearinghouse designated by OMB to be retained as an archival copy. Also, when the schedule of findings and questioned costs disclosed audit findings or the summary schedule of prior audit findings reported the status of any audit findings, the auditee shall submit one copy of the reporting package to the Federal clearinghouse on behalf of the Federal awarding agency, or directly to the pass-through entity in the case of a subrecipient. Instead of submitting the reporting package to the pass-through entity, when a subrecipient is not required to submit a reporting package to the pass-through entity, the subrecipient shall provide written notification to the pass-through entity, consistent with the requirements of **§___.320(e)(2)**. A subrecipient may submit a copy of the reporting package to the pass-through entity to comply with this notification requirement.

(d) Other sections of this part may apply. Program-specific audits are subject to **§___.100** through **§___.215(b)**, **§___.220** through **§___.230**, **§___.300** through **§___.305**, **§___.315**, **§___.320(f)** through **§___.320(j)**, **§___.400** through **§___.405**, **§___.510** through **§___.515**, and other referenced provisions of this part unless contrary to the provisions of this section, a program-specific audit guide, or program laws and regulations.

Subpart C--Auditees

§___.300 Auditee responsibilities.

The auditee shall:

(a) Identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

(b) Maintain internal control over Federal programs that provides reasonable assurance that the auditee is managing Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on each of its Federal programs.

(c) Comply with laws, regulations, and the provisions of contracts or grant agreements related to each of its Federal programs.

(d) Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with **§___.310**.

(e) Ensure that the audits required by this part are properly performed and submitted when due. When extensions to the report submission due date required by **§___.320(a)** are granted by the cognizant or oversight agency for audit, promptly notify the Federal clearinghouse designated by OMB and each pass-through entity providing Federal awards of the extension.

(f) Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with **§___.315(b)** and **§___.315(c)**, respectively.

§___.305 Auditor selection.

(a) Auditor procurement. In procuring audit services, auditees shall follow the procurement standards prescribed by the Grants Management Common Rule (hereinafter referred to as the "A-102 Common Rule") published March 11, 1988 and amended April 19, 1995 [insert appropriate CFR citation], Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," or the FAR (48 CFR part 42), as applicable (OMB Circulars are available from the Office of Administration, Publications Office, room 2200, New Executive Office Building, Washington, DC 20503). Whenever possible, auditees shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in the A-102 Common Rule, OMB Circular A-110, or the FAR (48 CFR part 42), as applicable. In requesting proposals for audit services, the objectives and scope of the audit should be made clear. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control reviews, and price.

(b) Restriction on auditor preparing indirect cost proposals. An auditor who prepares the indirect cost proposal or cost allocation plan may not also be selected to perform the audit required by this part when the indirect costs recovered by the auditee during the prior year exceeded $1 million. This restriction applies to the base year used in the preparation of the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs. To minimize any disruption in existing contracts for audit services, this paragraph applies to audits of fiscal years beginning after June 30, 1998.

(c) Use of Federal auditors. Federal auditors may perform all or part of the work required under this part if they comply fully with the requirements of this part.

§___.310 Financial statements.

(a) Financial statements. The auditee shall prepare financial statements that reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited. The financial statements shall be for the same organizational unit and fiscal year that is chosen to meet the requirements of this part. However, organization-wide financial statements may also include departments, agencies, and other organizational units that have separate audits in accordance with **§___.500(a)** and prepare separate financial statements.

(b) Schedule of expenditures of Federal awards. The auditee shall also prepare a schedule of expenditures of Federal awards for the period covered by the auditee's financial statements. While not required, the auditee may choose to provide information requested by Federal awarding agencies and pass-through entities to make the schedule easier to use. For example, when a Federal program has multiple award years, the auditee may list the amount of Federal awards expended for each award year separately. At a minimum, the schedule shall:

(1) List individual Federal programs by Federal agency. For Federal programs included in a cluster of programs, list individual Federal programs within a cluster of programs. For R&D, total Federal awards expended shall be shown either by individual award or by Federal agency and major subdivision within the Federal agency. For example, the National Institutes of Health is a major subdivision in the Department of Health and Human Services.

(2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity shall be included.

(3) Provide total Federal awards expended for each individual Federal program and the CFDA number or other identifying number when the CFDA information is not available.

(4) Include notes that describe the significant accounting policies used in preparing the schedule.

(5) To the extent practical, pass-through entities should identify in the schedule the total amount provided to subrecipients from each Federal program.

(6) Include, in either the schedule or a note to the schedule, the value of the Federal awards expended in the form of non-cash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end. While not required, it is preferable to present this information in the schedule.

§___.315 Audit findings follow-up.

(a) General. The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee shall prepare a summary schedule of prior audit findings. The auditee shall also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan shall include the reference numbers the auditor assigns to audit findings under **§___.510(c)**. Since the summary schedule may include audit findings from multiple years, it shall include the fiscal year in which the finding initially occurred.

(b) Summary schedule of prior audit findings. The summary schedule of prior audit findings shall report the status of all audit findings included in the prior audit's schedule of findings and questioned costs relative to Federal awards. The summary schedule shall also include audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected in accordance with paragraph **(b)(1)** of this section, or no longer valid or not warranting further action in accordance with paragraph **(b)(4)** of this section.

(1) When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

(2) When audit findings were not corrected or were only partially corrected, the summary schedule shall describe the planned corrective action as well as any partial corrective action taken.

(3) When corrective action taken is significantly different from corrective action previously reported in a corrective action plan or in the Federal agency's or pass-through entity's management decision, the summary schedule shall provide an explanation.

(4) When the auditee believes the audit findings are no longer valid or do not warrant further action, the reasons for this position shall be described in the summary schedule. A valid reason for considering an audit finding as not warranting further action is that all of the following have occurred:

(i) Two years have passed since the audit report in which

the finding occurred was submitted to the Federal clearinghouse;

(ii) The Federal agency or pass-through entity is not currently following up with the auditee on the audit finding; and

(iii) A management decision was not issued.

(c) Corrective action plan. At the completion of the audit, the auditee shall prepare a corrective action plan to address each audit finding included in the current year auditor's reports. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan shall include an explanation and specific reasons.

§___.320 Report submission.

(a) General. The audit shall be completed and the data collection form described in paragraph **(b)** of this section and reporting package described in paragraph **(c)** of this section shall be submitted within the earlier of 30 days after receipt of the auditor’s report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit. (However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and the data collection form and reporting package shall be submitted within the earlier of 30 days after receipt of the auditor’s report(s), or 13 months after the end of the audit period.) Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

(b) Data Collection. (1) The auditee shall submit a data collection form which states whether the audit was completed in accordance with this part and provides information about the auditee, its Federal programs, and the results of the audit. The form shall be approved by OMB, available from the Federal clearinghouse designated by OMB, and include data elements similar to those presented in this paragraph. A senior level representative of the auditee (e.g., State controller, director of finance, chief executive officer, or chief financial officer) shall sign a statement to be included as part of the form certifying that: the auditee complied with the requirements of this part, the form was prepared in accordance with this part (and the instructions accompanying the form), and the information included in the form, in its entirety, are accurate and complete.

(2) The data collection form shall include the following data elements:

(i) The type of report the auditor issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion).

(ii) Where applicable, a statement that significant deficiencies in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses.

(iii) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements of the auditee.

(iv) Where applicable, a statement that significant deficiencies in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknesses.

(v) The type of report the auditor issued on compliance for major

programs (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion).

(vi) A list of the Federal awarding agencies which will receive a copy of the reporting package pursuant to **§___.320(d)(2)** of OMB Circular A-133.

(vii) A yes or no statement as to whether the auditee qualified as a low-risk auditee under **§___.530** of OMB Circular A-133.

(viii) The dollar threshold used to distinguish between Type A and Type B programs as defined in **§___.520(b)** of OMB Circular A-133.

(ix) The Catalog of Federal Domestic Assistance (CFDA) number for each Federal program, as applicable.

(x) The name of each Federal program and identification of each major program. Individual programs within a cluster of programs should be listed in the same level of detail as they are listed in the schedule of expenditures of Federal awards.

(xi) The amount of expenditures in the schedule of expenditures of Federal awards associated with each Federal program.

(xii) For each Federal program, a yes or no statement as to whether there are audit findings in each of the following types of compliance requirements and the total amount of any questioned costs:

(A) Activities allowed or unallowed.
(B) Allowable costs/cost principles.
(C) Cash management.
(D) Davis-Bacon Act.
(E) Eligibility.
(F) Equipment and real property management.
(G) Matching, level of effort, earmarking.
(H) Period of availability of Federal funds.
(I) Procurement and suspension and debarment.
(J) Program income.
(K) Real property acquisition and relocation assistance.
(L) Reporting.
(M) Subrecipient monitoring.
(N) Special tests and provisions.

(xiii) Auditee Name, Employer Identification Number(s), Name and Title of Certifying Official, Telephone Number, Signature, and Date.

(xiv) Auditor Name, Name and Title of Contact Person, Auditor Address, Auditor Telephone Number, Signature, and Date.

(xv) Whether the auditee has either a cognizant or oversight agency for audit.

(xvi) The name of the cognizant or oversight agency for audit determined in accordance with **§___.400(a)** and **§___.400(b)**, respectively.

(3) Using the information included in the reporting package described in paragraph **(c)** of this section, the auditor shall complete the applicable sections of the form. The auditor shall sign a statement to be included as part of the data collection form that indicates, at a minimum, the source of the information included in the form, the auditor's responsibility for the information, that the form is not a substitute for the reporting package described in paragraph **(c)** of this section, and that the content of

the form is limited to the data elements prescribed by OMB.

(c) Reporting package. The reporting package shall include the:

(1) Financial statements and schedule of expenditures of Federal awards discussed in **§___.310(a)** and **§___.310(b)**, respectively;

(2) Summary schedule of prior audit findings discussed in **§___.315(b)**;

(3) Auditor's report(s) discussed in **§___.505**; and

(4) Corrective action plan discussed in **§___.315(c)**.

(d) Submission to clearinghouse. All auditees shall submit to the Federal clearinghouse designated by OMB a single copy of the data collection form described in paragraph (b) of this section and the reporting package described in paragraph **(c)** of this section.

(e) Additional submission by subrecipients. (1) In addition to the requirements discussed in paragraph **(d)** of this section, auditees that are also subrecipients shall submit to each pass-through entity one copy of the reporting package described in paragraph **(c)** of this section for each pass-through entity when the schedule of findings and questioned costs disclosed audit findings relating to Federal awards that the pass-through entity provided or the summary schedule of prior audit findings reported the status of any audit findings relating to Federal awards that the pass-through entity provided.

(2) Instead of submitting the reporting package to a pass-through entity, when a subrecipient is not required to submit a reporting package to a pass-through entity pursuant to paragraph **(e)(1)** of this section, the subrecipient shall provide written notification to the pass-through entity that: an audit of the subrecipient was conducted in accordance with this part (including the period covered by the audit and the name, amount, and CFDA number of the Federal award(s) provided by the pass-through entity); the schedule of findings and questioned costs disclosed no audit findings relating to the Federal award(s) that the pass-through entity provided; and, the summary schedule of prior audit findings did not report on the status of any audit findings relating to the Federal award(s) that the pass-through entity provided. A subrecipient may submit a copy of the reporting package described in paragraph **(c)** of this section to a pass-through entity to comply with this notification requirement.

(f) Requests for report copies. In response to requests by a Federal agency or pass-through entity, auditees shall submit the appropriate copies of the reporting package described in paragraph **(c)** of this section and, if requested, a copy of any management letters issued by the auditor.

(g) Report retention requirements. Auditees shall keep one copy of the data collection form described in paragraph **(b)** of this section and one copy of the reporting package described in paragraph **(c)** of this section on file for three years from the date of submission to the Federal clearinghouse

designated by OMB. Pass-through entities shall keep subrecipients' submissions on file for three years from date of receipt.

(h) Clearinghouse responsibilities. The Federal clearinghouse designated by OMB shall distribute the reporting packages received in accordance with paragraph **(d)(2)** of this section and **§___.235(c)(3)** to applicable Federal awarding agencies, maintain a data base of completed audits, provide appropriate information to Federal agencies, and follow up with known auditees which have not submitted the required data collection forms and reporting packages.

(i) Clearinghouse address. The address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132.

(j) Electronic filing. Nothing in this part shall preclude electronic submissions to the Federal clearinghouse in such manner as may be approved by OMB. With OMB approval, the Federal clearinghouse may pilot test methods of electronic submissions.

Subpart D--Federal Agencies and Pass-Through Entities
§___.400 Responsibilities.

(a) Cognizant agency for audit responsibilities. Recipients expending more than $25 million *($50 million for fiscal years ending after December 31, 2003)* a year in Federal awards shall have a cognizant agency for audit. The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB makes a specific cognizant agency for audit assignment.

Following is effective for fiscal years ending on or before December 31, 2003: To provide for continuity of cognizance, the determination of the predominant amount of direct funding shall be based upon direct Federal awards expended in the recipient's fiscal years ending in 1995, 2000, 2005, and every fifth year thereafter. For example, audit cognizance for periods ending in 1997 through 2000 will be determined based on Federal awards expended in 1995. (However, for States and local governments that expend more than $25 million a year in Federal awards and have previously assigned cognizant agencies for audit, the requirements of this paragraph are not effective until fiscal years beginning after June 30, 2000.)

Following is effective for fiscal years ending after December 31, 2003: The determination of the predominant amount of direct funding shall be based upon direct Federal awards expended in the recipient's fiscal years ending in 2004, 2009, 2014, and every fifth year thereafter. For example, audit cognizance for periods ending in 2006 through 2010 will be determined based on Federal awards expended in 2004. (However, for 2001 through 2005,the cognizant agency for audit is determined based on the predominant amount of direct Federal awards expended in the recipient's fiscal year ending in 2000).

Notwithstanding the manner in which audit cognizance is determined, a Federal awarding agency with cognizance for an auditee may reassign cognizance to another Federal awarding agency which provides substantial direct funding and agrees to be the cognizant agency for audit. Within 30 days after any reassignment, both the old and the new cognizant agency for audit shall notify the auditee, and, if known, the auditor of the reassignment. The cognizant agency for audit shall:

(1) Provide technical audit advice and liaison to auditees and auditors.

(2) Consider auditee requests for extensions to the report

submission due date required by **§___.320(a)**. The cognizant agency for audit may grant extensions for good cause.

(3) Obtain or conduct quality control reviews of selected audits made by non-Federal auditors, and provide the results, when appropriate, to other interested organizations.

(4) Promptly inform other affected Federal agencies and appropriate Federal law enforcement officials of any direct reporting by the auditee or its auditor of irregularities or illegal acts, as required by GAGAS or laws and regulations.

(5) Advise the auditor and, where appropriate, the auditee of any deficiencies found in the audits when the deficiencies require corrective action by the auditor. When advised of deficiencies, the auditee shall work with the auditor to take corrective action. If corrective action is not taken, the cognizant agency for audit shall notify the auditor, the auditee, and applicable Federal awarding agencies and pass-through entities of the facts and make recommendations for follow-up action. Major inadequacies or repetitive substandard performance by auditors shall be referred to appropriate State licensing agencies and professional bodies for disciplinary action.

(6) Coordinate, to the extent practical, audits or reviews made by or for Federal agencies that are in addition to the audits made pursuant to this part, so that the additional audits or reviews build upon audits performed in accordance with this part.

(7) Coordinate a management decision for audit findings that affect the Federal programs of more than one agency.

(8) Coordinate the audit work and reporting responsibilities among auditors to achieve the most cost-effective audit.

(9) For biennial audits permitted under **§___.220**, consider auditee requests to qualify as a low-risk auditee under **§___.530(a)**.

(b) Oversight agency for audit responsibilities. An auditee which does not have a designated cognizant agency for audit will be under the general oversight of the Federal agency determined in accordance with **§___.105**. The oversight agency for audit:

(1) Shall provide technical advice to auditees and auditors as requested.

(2) May assume all or some of the responsibilities normally performed by a cognizant agency for audit.

(c) Federal awarding agency responsibilities. The Federal awarding agency shall perform the following for the Federal awards it makes:

(1) Identify Federal awards made by informing each recipient of the CFDA title and number, award name and number, award year, and if the award is for R&D. When some of this information is not available, the Federal agency shall provide information necessary to clearly describe the Federal award.

(2) Advise recipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements.

(3) Ensure that audits are completed and reports are received

in a timely manner and in accordance with the requirements of this part.

(4) Provide technical advice and counsel to auditees and auditors as requested.

(5) Issue a management decision on audit findings within six months after receipt of the audit report and ensure that the recipient takes appropriate and timely corrective action.

(6) Assign a person responsible for providing annual updates of the compliance supplement to OMB.

(d) Pass-through entity responsibilities. A pass-through entity shall perform the following for the Federal awards it makes:

(1) Identify Federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award.

(2) Advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity.

(3) Monitor the activities of subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

(4) Ensure that subrecipients expending $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.

(5) Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.

(6) Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.

(7) Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

§___.405 Management decision.

(a) General. The management decision shall clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. If the auditee has not completed corrective action, a timetable for follow-up should be given. Prior to issuing the management decision, the Federal agency or pass-through entity may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision should describe any appeal process available to the auditee.

(b) Federal agency. As provided in **§___.400(a)(7)**, the cognizant agency for audit shall be responsible for coordinating a management decision for audit findings that affect the programs of more than one Federal agency.

As provided in **§___.400(c)(5)**, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients. Alternate arrangements may be made on a case-by-case basis by agreement among the Federal agencies concerned.

(c) Pass-through entity. As provided in **§___.400(d)(5)**, the pass-through entity shall be responsible for making the management decision for audit findings that relate to Federal awards it makes to subrecipients.

(d) Time requirements. The entity responsible for making the management decision shall do so within six months of receipt of the audit report. Corrective action should be initiated within six months after receipt of the audit report and proceed as rapidly as possible.

(e) Reference numbers. Management decisions shall include the reference numbers the auditor assigned to each audit finding in accordance with **§___.510(c)**.

Subpart E--Auditors
§___.500 Scope of audit.

(a) General. The audit shall be conducted in accordance with GAGAS. The audit shall cover the entire operations of the auditee; or, at the option of the auditee, such audit shall include a series of audits that cover departments, agencies, and other organizational units which expended or otherwise administered Federal awards during such fiscal year, provided that each such audit shall encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which shall be considered to be a non-Federal entity. The financial statements and schedule of expenditures of Federal awards shall be for the same fiscal year.

(b) Financial statements. The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with generally accepted accounting principles. The auditor shall also determine whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

(c) Internal control. (1) In addition to the requirements of GAGAS, the auditor shall perform procedures to obtain an understanding of internal control over Federal programs sufficient to plan the audit to support a low assessed level of control risk for major programs.

(2) Except as provided in paragraph **(c)(3)** of this section, the auditor shall:

(i) Plan the testing of internal control over major programs to support a low assessed level of control risk for the assertions relevant to the compliance requirements for each major program; and

(ii) Perform testing of internal control as planned in paragraph **(c)(2)(i)** of this section.

(3) When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing described in paragraph **(c)(2)** of this section are not required for those compliance requirements. However, the auditor shall report a significant deficiency (including whether any such condition is a material weakness) in accordance with **§___.510**, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective

internal control.

(d) Compliance. (1) In addition to the requirements of GAGAS, the auditor shall determine whether the auditee has complied with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of its major programs.

(2) The principal compliance requirements applicable to most Federal programs and the compliance requirements of the largest Federal programs are included in the compliance supplement.

(3) For the compliance requirements related to Federal programs contained in the compliance supplement, an audit of these compliance requirements will meet the requirements of this part. Where there have been changes to the compliance requirements and the changes are not reflected in the compliance supplement, the auditor shall determine the current compliance requirements and modify the audit procedures accordingly. For those Federal programs not covered in the compliance supplement, the auditor should use the types of compliance requirements contained in the compliance supplement as guidance for identifying the types of compliance requirements to test, and determine the requirements governing the Federal program by reviewing the provisions of contracts and grant agreements and the laws and regulations referred to in such contracts and grant agreements.

(4) The compliance testing shall include tests of transactions and such other auditing procedures necessary to provide the auditor sufficient evidence to support an opinion on compliance.

(e) Audit follow-up. The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with **§___.315(b)**, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor shall perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

(f) Data Collection Form. As required in **§___.320(b)(3)**, the auditor shall complete and sign specified sections of the data collection form.

§___.505 Audit reporting.

The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) shall state that the audit was conducted in accordance with this part and include the following:

(a) An opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

(b) A report on internal control related to the financial statements and major programs. This report shall describe the scope of testing of internal control and the results of the tests, and, where applicable, refer to the separate schedule of findings and questioned costs described in paragraph **(d)** of this section.

(c) A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a

material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and, where applicable, refer to the separate schedule of findings and questioned costs described in paragraph **(d)** of this section.

(d) A schedule of findings and questioned costs which shall include the following three components:

(1) A summary of the auditor's results which shall include:

(i) The type of report the auditor issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);

(ii) Where applicable, a statement that significant deficiencies in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses;

(iii) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements of the auditee;

(iv) Where applicable, a statement that significant deficiencies in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknesses;

(v) The type of report the auditor issued on compliance for major programs (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);

(vi) A statement as to whether the audit disclosed any audit findings which the auditor is required to report under **§___.510(a)**;

(vii) An identification of major programs;

(viii)The dollar threshold used to distinguish between Type A and Type B programs, as described in **§___.520(b)**; and

(ix) A statement as to whether the auditee qualified as a low-risk auditee under **§___.530**.

(2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.

(3) Findings and questioned costs for Federal awards which shall include audit findings as defined in **§___.510(a)**.

(i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) which relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.

(ii) Audit findings which relate to both the financial statements and Federal awards, as reported under paragraphs **(d)(2)** and **(d)(3)** of this section, respectively, should be reported in both sections of the schedule. However, the reporting in one section of the schedule may be in summary form with a reference to a detailed reporting in the other section of the schedule.

§___.510 Audit findings.

(a) Audit findings reported. The auditor shall report the following as audit findings in a schedule of findings and questioned costs:

(1) Significant deficiencies in internal control over major programs. The auditor's determination of whether a deficiency in internal control is a significant deficieicny for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program or an audit objective identified in the compliance supplement. The auditor shall identify significant deficiencies which are individually or cumulatively material weaknesses.

(2) Material noncompliance with the provisions of laws, regulations, contracts, or grant agreements related to a major program. The auditor's determination of whether a noncompliance with the provisions of laws, regulations, contracts, or grant agreements is material for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program or an audit objective identified in the compliance supplement.

(3) Known questioned costs which are greater than $10,000 for a type of compliance requirement for a major program. Known questioned costs are those specifically identified by the auditor. In evaluating the effect of questioned costs on the opinion on compliance, the auditor considers the best estimate of total costs questioned (likely questioned costs), not just the questioned costs specifically identified (known questioned costs). The auditor shall also report known questioned costs when likely questioned costs are greater than $10,000 for a type of compliance requirement for a major program. In reporting questioned costs, the auditor shall include information to provide proper perspective for judging the prevalence and consequences of the questioned costs.

(4) Known questioned costs which are greater than $10,000 for a Federal program which is not audited as a major program. Except for audit follow-up, the auditor is not required under this part to perform audit procedures for such a Federal program; therefore, the auditor will normally not find questioned costs for a program which is not audited as a major program. However, if the auditor does become aware of questioned costs for a Federal program which is not audited as a major program (e.g., as part of audit follow-up or other audit procedures) and the known questioned costs are greater than $10,000, then the auditor shall report this as an audit finding.

(5) The circumstances concerning why the auditor's report on compliance for major programs is other than an unqualified opinion, unless such circumstances are otherwise reported as audit findings in the schedule of findings and questioned costs for Federal awards.

(6) Known fraud affecting a Federal award, unless such fraud is otherwise reported as an audit finding in the schedule of findings and questioned costs for Federal awards. This paragraph does not require the auditor to make an additional reporting when the auditor confirms that the fraud was reported outside of the auditor's reports under the direct reporting requirements of GAGAS.

(7) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the auditee in accordance with **§___.315(b)** materially misrepresents the status of any prior audit finding.

(b) Audit finding detail. Audit findings shall be presented in sufficient detail for the auditee to prepare a corrective action plan and take corrective action and for Federal agencies and pass-through entities to arrive at a management decision. The following specific information shall be

included, as applicable, in audit findings:

(1) Federal program and specific Federal award identification including the CFDA title and number, Federal award number and year, name of Federal agency, and name of the applicable pass-through entity. When information, such as the CFDA title and number or Federal award number, is not available, the auditor shall provide the best information available to describe the Federal award.

(2) The criteria or specific requirement upon which the audit finding is based, including statutory, regulatory, or other citation.

(3) The condition found, including facts that support the deficiency identified in the audit finding.

(4) Identification of questioned costs and how they were computed.

(5) Information to provide proper perspective for judging the prevalence and consequences of the audit findings, such as whether the audit findings represent an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and be quantified in terms of dollar value.

(6) The possible asserted effect to provide sufficient information to the auditee and Federal agency, or pass-through entity in the case of a subrecipient, to permit them to determine the cause and effect to facilitate prompt and proper corrective action.

(7) Recommendations to prevent future occurrences of the deficiency identified in the audit finding.

(8) Views of responsible officials of the auditee when there is disagreement with the audit findings, to the extent practical.

(c) Reference numbers. Each audit finding in the schedule of findings and questioned costs shall include a reference number to allow for easy referencing of the audit findings during follow-up.

§___.515 Audit working papers.

(a) Retention of working papers. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report(s) to the auditee, unless the auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, or pass-through entity to extend the retention period. When the auditor is aware that the Federal awarding agency, pass-through entity, or auditee is contesting an audit finding, the auditor shall contact the parties contesting the audit finding for guidance prior to destruction of the working papers and reports.

(b) Access to working papers. Audit working papers shall be made available upon request to the cognizant or oversight agency for audit or its designee, a Federal agency providing direct or indirect funding, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary.

§___.520 Major program determination.

(a) General. The auditor shall use a risk-based approach to determine which Federal programs are major programs. This risk-based approach shall include consideration of: Current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the Federal program. The process in paragraphs **(b)** through **(i)** of this section shall be followed.

(b) Step 1. (1) The auditor shall identify the larger Federal programs, which shall be labeled Type A programs. Type A programs are defined as Federal programs with Federal awards expended during the audit period exceeding the larger of:

(i) $300,000 or three percent (.03) of total Federal awards expended in the case of an auditee for which total Federal awards expended equal or exceed $300,000 but are less than or equal to $100 million.

(ii) $3 million or three-tenths of one percent (.003) of total Federal awards expended in the case of an auditee for which total Federal awards expended exceed $100 million but are less than or equal to $10 billion.

(iii) $30 million or 15 hundredths of one percent (.0015) of total Federal awards expended in the case of an auditee for which total Federal awards expended exceed $10 billion.

(2) Federal programs not labeled Type A under paragraph **(b)(1)** of this section shall be labeled Type B programs.

(3) The inclusion of large loan and loan guarantees (loans) should not result in the exclusion of other programs as Type A programs. When a Federal program providing loans significantly affects the number or size of Type A programs, the auditor shall consider this Federal program as a Type A program and exclude its values in determining other Type A programs.

(4) For biennial audits permitted under **§___.220**, the determination of Type A and Type B programs shall be based upon the Federal awards expended during the two-year period.

(c) Step 2. (1) The auditor shall identify Type A programs which are low-risk. For a Type A program to be considered low-risk, it shall have been audited as a major program in at least one of the two most recent audit periods (in the most recent audit period in the case of a biennial audit), and, in the most recent audit period, it shall have had no audit findings under **§___.510(a)**. However, the auditor may use judgment and consider that audit findings from questioned costs under **§___.510(a)(3)** and **§___.510(a)(4)**, fraud under **§___.510(a)(6)**, and audit follow-up for the summary schedule of prior audit findings under **§___.510(a)(7)** do not preclude the Type A program from being low-risk. The auditor shall consider: the criteria in **§___.525(c)**, **§___.525(d)(1)**, **§___.525(d)(2)**, and **§___.525(d)(3)**; the results of audit follow-up; whether any changes in personnel or systems affecting a Type A program have significantly increased risk; and apply professional judgment in determining whether a Type A program is low-risk.

(2) Notwithstanding paragraph **(c)(1)** of this section, OMB may approve a Federal awarding agency's request that a Type A program at certain recipients may not be considered low-risk. For example, it may be necessary for a large Type A program to be audited as major each year at particular recipients to allow the Federal agency to comply with the Government Management Reform Act of 1994 (31 U.S.C. 3515). The Federal agency shall notify the recipient and, if known, the auditor at least 180 days prior to the

end of the fiscal year to be audited of OMB's approval.

(d) Step 3. (1) The auditor shall identify Type B programs which are high-risk using professional judgment and the criteria in **§___.525**. However, should the auditor select Option 2 under Step 4 (paragraph **(e)(2)(i)(B)** of this section), the auditor is not required to identify more high-risk Type B programs than the number of low-risk Type A programs. Except for known significant deficiencies in internal control or compliance problems as discussed in **§___.525(b)(1)**, **§___.525(b)(2)**, and **§___.525(c)(1)**, a single criteria in **§___.525** would seldom cause a Type B program to be considered high-risk.

(2) The auditor is not expected to perform risk assessments on relatively small Federal programs. Therefore, the auditor is only required to perform risk assessments on Type B programs that exceed the larger of:

(i) $100,000 or three-tenths of one percent (.003) of total Federal awards expended when the auditee has less than or equal to $100 million in total Federal awards expended.

(ii) $300,000 or three-hundredths of one percent (.0003) of total Federal awards expended when the auditee has more than $100 million in total Federal awards expended.

(e) Step 4. At a minimum, the auditor shall audit all of the following as major programs:

(1) All Type A programs, except the auditor may exclude any Type A programs identified as low-risk under Step 2 (paragraph **(c)(1)** of this section).

(2) (i) High-risk Type B programs as identified under either of the following two options:

(A) Option 1. At least one half of the Type B programs identified as high-risk under Step 3 (paragraph **(d)** of this section), except this paragraph **(e)(2)(i)(A)** does not require the auditor to audit more high-risk Type B programs than the number of low-risk Type A programs identified as low-risk under Step 2.

(B) Option 2. One high-risk Type B program for each Type A program identified as low-risk under Step 2.

(ii) When identifying which high-risk Type B programs to audit as major under either Option 1 or 2 in paragraph **(e)(2)(i)(A)** or **(B)**, the auditor is encouraged to use an approach which provides an opportunity for different high-risk Type B programs to be audited as major over a period of time.

(3) Such additional programs as may be necessary to comply with the percentage of coverage rule discussed in paragraph **(f)** of this section. This paragraph **(e)(3)** may require the auditor to audit more programs as major than the number of Type A programs.

(f) Percentage of coverage rule. The auditor shall audit as major programs Federal programs with Federal awards expended that, in the aggregate, encompass at least 50 percent of total Federal awards expended. If the auditee meets the criteria in **§___.530** for a low-risk auditee, the auditor need only audit as major programs Federal programs with Federal awards expended that, in the aggregate, encompass at least 25 percent of total Federal awards expended.

(g) Documentation of risk. The auditor shall document in the working

papers the risk analysis process used in determining major programs.

(h) Auditor's judgment. When the major program determination was performed and documented in accordance with this part, the auditor's judgment in applying the risk-based approach to determine major programs shall be presumed correct. Challenges by Federal agencies and pass-through entities shall only be for clearly improper use of the guidance in this part. However, Federal agencies and pass-through entities may provide auditors guidance about the risk of a particular Federal program and the auditor shall consider this guidance in determining major programs in audits not yet completed.

(i) Deviation from use of risk criteria. For first-year audits, the auditor may elect to determine major programs as all Type A programs plus any Type B programs as necessary to meet the percentage of coverage rule discussed in paragraph **(f)** of this section. Under this option, the auditor would not be required to perform the procedures discussed in paragraphs **(c)**, **(d)**, and **(e)** of this section.

(1) A first-year audit is the first year the entity is audited under this part or the first year of a change of auditors.

(2) To ensure that a frequent change of auditors would not preclude audit of high-risk Type B programs, this election for first-year audits may not be used by an auditee more than once in every three years.

§___.525 Criteria for Federal program risk.

(a) General. The auditor's determination should be based on an overall evaluation of the risk of noncompliance occurring which could be material to the Federal program. The auditor shall use auditor judgment and consider criteria, such as described in paragraphs **(b)**, **(c)**, and **(d)** of this section, to identify risk in Federal programs. Also, as part of the risk analysis, the auditor may wish to discuss a particular Federal program with auditee management and the Federal agency or pass-through entity.

(b) Current and prior audit experience. (1) Weaknesses in internal control over Federal programs would indicate higher risk. Consideration should be given to the control environment over Federal programs and such factors as the expectation of management's adherence to applicable laws and regulations and the provisions of contracts and grant agreements and the competence and experience of personnel who administer the Federal programs.

(i) A Federal program administered under multiple internal control structures may have higher risk. When assessing risk in a large single audit, the auditor shall consider whether weaknesses are isolated in a single operating unit (e.g., one college campus) or pervasive throughout the entity.

(ii) When significant parts of a Federal program are passed through to subrecipients, a weak system for monitoring subrecipients would indicate higher risk.

(iii) The extent to which computer processing is used to administer Federal programs, as well as the complexity of that processing, should be considered by the auditor in assessing risk. New and recently modified computer systems may also indicate risk.

(2) Prior audit findings would indicate higher risk, particularly when the situations identified in the audit findings could have a significant impact on a Federal program or have not been corrected.

(3) Federal programs not recently audited as major programs

may be of higher risk than Federal programs recently audited as major programs without audit findings.

(c) Oversight exercised by Federal agencies and pass-through entities. (1) Oversight exercised by Federal agencies or pass-through entities could indicate risk. For example, recent monitoring or other reviews performed by an oversight entity which disclosed no significant problems would indicate lower risk. However, monitoring which disclosed significant problems would indicate higher risk.

(2) Federal agencies, with the concurrence of OMB, may identify Federal programs which are higher risk. OMB plans to provide this identification in the compliance supplement.

(d) Inherent risk of the Federal program. (1) The nature of a Federal program may indicate risk. Consideration should be given to the complexity of the program and the extent to which the Federal program contracts for goods and services. For example, Federal programs that disburse funds through third party contracts or have eligibility criteria may be of higher risk. Federal programs primarily involving staff payroll costs may have a high-risk for time and effort reporting, but otherwise be at low-risk.

(2) The phase of a Federal program in its life cycle at the Federal agency may indicate risk. For example, a new Federal program with new or interim regulations may have higher risk than an established program with time-tested regulations. Also, significant changes in Federal programs, laws, regulations, or the provisions of contracts or grant agreements may increase risk.

(3) The phase of a Federal program in its life cycle at the auditee may indicate risk. For example, during the first and last years that an auditee participates in a Federal program, the risk may be higher due to start-up or closeout of program activities and staff.

(4) Type B programs with larger Federal awards expended would be of higher risk than programs with substantially smaller Federal awards expended.

§___.530 Criteria for a low-risk auditee.

An auditee which meets all of the following conditions for each of the preceding two years (or, in the case of biennial audits, preceding two audit periods) shall qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with **§___.520**:

(a) Single audits were performed on an annual basis in accordance with the provisions of this part. A non-Federal entity that has biennial audits does not qualify as a low-risk auditee, unless agreed to in advance by the cognizant or oversight agency for audit.

(b) The auditor's opinions on the financial statements and the schedule of expenditures of Federal awards were unqualified. However, the cognizant or oversight agency for audit may judge that an opinion qualification does not affect the management of Federal awards and provide a waiver.

(c) There were no deficiencies in internal control which were identified as material weaknesses under the requirements of GAGAS. However, the cognizant or oversight agency for audit may judge that any identified material weaknesses do not affect the management of Federal awards and provide a waiver.

(d) None of the Federal programs had audit findings from any of the following in either of the preceding two years (or, in the case of biennial audits, preceding two audit periods) in which they were classified as Type A programs:

(1) Internal control deficiencies which were identified as material weaknesses;

(2) Noncompliance with the provisions of laws, regulations, contracts, or grant agreements which have a material effect on the Type A program; or

(3) Known or likely questioned costs that exceed five percent of the total Federal awards expended for a Type A program during the year.

Appendix A to Part __ - Data Collection Form (Form SF-SAC)
[insert SF-SAC after finalized]

Appendix B to Part __ - Circular A-133 Compliance Supplement
Note: Provisional OMB Circular A-133 Compliance Supplement is available from the Office of Administration, Publications Office, room 2200, New Executive Office Building, Washington, DC 20503.

Arizona Criminal Justice Commission

Publication of the Office of the Executive Director

Our mission is to sustain and enhance the coordination, cohesiveness, productivity and effectiveness of the Criminal Justice System in Arizona

Grant Management Reference Manual

2004

February

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Executive Director

Introduction

This Grant Management Reference Manual has been prepared as a reference guide for questions arising in the administration of Federal and State grants awarded through the Arizona Criminal Justice Commission. Content includes financial management policies, grant agreement, and procedures required of grantee organizations to ensure the establishment of sound and effective business management systems. Such procedures will ensure that funds are properly safeguarded and used only for the purposes for which they were awarded. By following the required reporting procedures, grantees will ensure a trouble-free process and compliance with Federal and State requirements.

The manual is provided as a quick reference guide for day-to-day use by grantees. The manual is not inclusive and is not intended to be the only document utilized by sub-grantees when administering a grant. Grantees are still required to comply with all applicable rules, regulations, and guidelines.

Grantees are encouraged to contact their grant program manager or coordinator at the Commission office whenever questions arise not covered in this manual.

Our goal is to facilitate the grant management process while ensuring reporting requirements are met. In short, we want your project to succeed!

Arizona Criminal Justice Commission

OVERVIEW

Mission: "To sustain and enhance the coordination, cohesiveness, productivity and effectiveness of the Criminal Justice System in Arizona."

The Arizona Criminal Justice Commission is a statutorily authorized entity mandated to carry out various coordinating, monitoring and reporting functions regarding the administration and management of criminal justice programs in Arizona. In accordance with statutory guidelines, the Commission is comprised of 19 members who represent various areas of the criminal justice system. Five of the 19 commission members are state agency directors, and the remaining 14 members are appointed by the Governor to serve a two year term.

The Commission was created in 1982, defined by A.R.S. § 41-2401 through § 41-2420 to serve as a resource and service organization for Arizona's 480 criminal justice agencies on a myriad of issues ranging from drugs, gangs, victim compensation and assistance to criminal record improvement initiatives. The Commission works on behalf of the criminal justice agencies in Arizona to facilitate information and data exchange among statewide agencies by establishing and maintaining criminal justice information archives, monitoring new and continuing legislation relating to criminal justice issues and gathering information and researching existing criminal justice programs.

The six program areas which support the Arizona Criminal Justice Commission are: Crime Victim Services, Criminal Justice Records and Integration, Drug Control and System Improvements, Finance and Administration, Legislation and Policy, and the Statistical Analysis Center.

For detailed program information, visit our website: www.acjc@state.az.us

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Appendix E Computer Hardware and Software Guidelines

Appendix F Accounting System and Financial Capability Questionnaire

Appendices *G* through *L* can be found on the Office of Management and Budget Web Site. The address for each site is directly below the Circular title.

Appendix G Circular A-21 Cost Principles for Educational Institutions
http://www.whitehouse.gov/omb/circulars/a021/a021.html

Appendix H Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

Appendix I Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
http://www.whitehouse.gov/omb/circulars/a102/a102.html

Appendix J Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements to Institutions of Higher Education, Hospitals and other Non-Profit Organizations
http://www.whitehouse.gov/omb/circulars/a110/a110.html

Appendix K Circular A 122 Cost Principles for Private Non-Profit Organizations
http://www.whitehouse.gov/omb/circulars/a122/a122.html

Appendix L Circular A-133 Audits of States, Local Governments and No-Profit Organizations
http://www.whitehouse.gov/omb/circulars/a133/a133.html

CHAPTER 1
Condition of Award and Acceptance

Congratulations, you have a received a grant award! What comes next?
There will be several documents mailed to you after you receive an award, called the "grant award package."

1.0 Grant Agreement or Conditions of Award

When a Grantee is awarded money for a project or program, a *Grant Agreement* must be executed between the grantee and the Commission. This grant agreement contains information such as the award amount, required match if any, budget, record retention, report schedule and rules that you have to abide by for the grant award period. These rules may extend beyond the grant period if there is equipment involved. A sample Grant Agreement is provided for your information in Appendix A to this manual. The conditions of the grant are to satisfy federal and state statutes, as well as special conditions required by the Justice Department.

1.1 Required Signatures

This agreement must be signed by the individual authorized to enter into agreements for your governmental subdivision or non-profit agency:

- County offices, the Chairman of the County Board of Supervisors;
- City offices, the Mayor or City Manager; and
- State Agencies and Non-Profit Institutions, the Director or Chief Executive Officer of the Agency.

If someone else is designated to sign the agreement, enclose a copy of the authorizing resolution signed by the Clerk of the Board/Council. If the Council/Board requires an attestment or certification of signature by the Clerk, it may be included anywhere it is convenient on the signature page.

Counties and Cities must also provide a copy of the Council/Board approved agenda or resolution listing the Grant Agreement on the agenda.

For State, County and City agencies, legal counsel needs to attest that the body has the legal authority to enter into agreements and has the legal authority to perform the agreed upon activities. The governing body legal authority to enter into an agreement must also be included.

The signed document must be returned to the Commission office for final execution. A copy or original (if more than one is provided) will be returned to you. No money can be reimbursed or forwarded to you until this document is received by the Commission, approved by the Attorney General, and signed by the Commission's Executive Director.

1.2 Elements of the Grant Agreement

Some of the essential elements included in the Grant Agreement are listed below. This list is only a sampling and it is not meant to be all inclusive:

- Grant funds must be used to provide services specific to each program as stated in the grant application.

- The Commission staff will monitor the performance of the grantee against the performance standards outlined in the grant; non-compliance will result in notification and, in extreme cases, suspension or termination of the agreement.

- Financial reports are required for reimbursement of expenditures. For those grants that are reimbursable, see the agreement for details.

- The grantee must comply with all applicable Office of Management and Budget Circulars (see Chapter 3).

- All grant files, reports, and account records relating to the agreement must be kept by public agencies in accordance with the approved record retention policy mandated by the Arizona State Library, Archives and Public Records Management Division; in no event less than three (3) years. Non-profit agencies must keep all such records for five (5) years after the program was created or money received.

- Financial and Activity/Progress Reports must be submitted to the Commission in accordance with the schedule provided in the grant agreement. Funds may be suspended if reports are delinquent.

- Commission staff approval must be received, in advance, for all **sole-source** procurements in excess of $100,000 .

- All computer hardware and software purchases must comply with the guidelines in Appendix E.

- Grant funding can **not** be used to supplant Federal, State, or local funds that would otherwise be available for the project. Supplanting means reducing State or local funds because of the existence of Federal funds.

Example: State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose. The State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

- Criminal justice records systems should, to the extent possible, integrate with other criminal justice records systems in the state, in order to enhance the overall effectiveness of the Arizona Criminal Justice Records System.

- Grantees must notify the grant Program Manager in writing within ten (10) days anytime the project official is replaced.

- The Grant Agreement will be cancelled if not returned to the Commission with authorized signatures within 90 days of commencement of award.

CHAPTER 2
Reporting Requirements

2.0 Financial Report

A financial report form will be included in the grant package. Please make copies of this report as you will submit one either monthly or quarterly depending upon the requirement of your grant. If you need additional copies of the financial report form, please contact the Commission staff and one can be emailed or faxed to you.

Several financial reports are used by the Commission. These reports are grant-specific. See Appendix B and D for samples of financial reports.

To develop consistent reporting, the Budget Category Guidelines on page 15 provide definition of line items on the financial report.

2.1 Changes on Financial Reports

Grant programs administered by the Commission are either reimbursed or paid in advance.

If a program is paid in advance, financial reports may be amended and resubmitted to the Commission with authorized signatures.

If a program is reimbursed, financial reports may **not** be amended. Corrections must be included with the next monthly or quarterly report. Corrections may be documented on the following financial report and financial records that are kept in your office to be made available for financial reviews.

2.2 Activity or Progress Report

A copy of the activity report or progress report will be included with the grant package. Please make copies of this report as you will submit one either monthly, quarterly or annually depending upon the requirement of your grant. If you need additional copies of the Activity/Progress report, please contact the Commission staff and one can be emailed or faxed to you.

2.3 Other Reports

Other documents may be included as required by each grant.

CHAPTER 3
Office of Management and Budget Circulars

3.0 Overview - Office of Management and Budget (OMB) Circulars

This chapter provides a listing and brief summary of the Office of Management and Budget Circulars (OMB) all grantees should review. It is meant to serve as a guide, not a substitute, in locating the complete OMB Circulars and relevant text. The full circulars can be found at www.whitehouse.gov/omb/circulars/ :

A-21: Cost Principles for Educational Institutions

A-87: Cost Principles for State, Local, and Indian Tribal Governments

A-102: Grants and Cooperative Agreements with State and Local Governments

A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

A-122: Cost Principles for Private Non-Profit Organizations

A-133: Audits of States, Local Governments, and Non-profit Organizations

3.1 Terminology

Circulars - Provide minimal guidance to Federal agencies. Circulars guide the agencies in their implementation of the common rules, which must be followed by the recipients. Circulars provide basic information such as purpose, authority, and action required, responsibilities of OMB, effective date, and termination review date.

Common Rule – Provide language agencies are to adopt in their regulations. Common rules set standards for acceptable financial and management systems. Common rules are structured to follow the grant process:

- Pre-award
- Post-award
  - ✓ Financial System
  - ✓ Property Management
  - ✓ Required Reports & Records
  - ✓ Termination & Enforcement of Award

- After the close of the grant

3.2 Circular A-21 Cost Principles for Educational Institutions

Purpose: This Circular establishes principles for determining costs applicable to grants, contracts, and other agreements with education institutions. The principles deal with cost determination.

All State agencies that sponsor research and development, training, and other work at educational institutions shall apply the provisions of this Circular in determining the costs incurred for such work. The principles shall be used as a guide in the pricing of fixed price and lump sum agreements.(see Appendix G)

3.3 Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments

Purpose: This Circular establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments, and federally-recognized Indian tribal governments.(see Appendix H)

3.4 Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Purpose: This Circular establishes consistency and uniformity among Federal agencies in the management of grants and cooperative agreements with State, local, and federally recognized Indian tribal governments.(see Appendix I)

3.5 Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements to Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

Purpose: This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants and agreements with institutions of higher education, hospitals, and other non-profit organizations.(see Appendix J)

3.6 Circular A-122 Cost Principles for Private Non-Profit Organizations

Purpose: This Circular establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. (see Appendix K)

3.7 Circular A-133 Audits of States, Local Governments, and Non-profits Organizations

Purpose: This Circular describes the non-Federal entity's responsibilities for managing Federal assistance programs and the auditor's responsibility with respect to the scope of the audit. Auditors are required to follow the provisions of Circular A-133.(see Appendix L)

a. Non-Federal entities that expend $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal funds (from all sources including pass-though subawards) in the organization fiscal year (12-month turnaround reporting period) shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133.

b. Non-Federal entities that expend less than $300,000 a year ($500,000 for fiscal years ending after December 31, 2003) in Federal awards are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-though entity, and General Accounting Office (GAO).

Further Information: Further information concerning this Circular may be obtained by contacting the Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202)395-3993 or the Federal Domestic Assistance Catalog Division, General Services Administration, Room 4032, 1800 F Street, NW, Washington DC 20405, Telephone (202) 208-1582.
Note: To keep up to date, check the Federal Register: www.access.gpo.gov
or OMB's grant management page: www.whitehouse.gov/omb/grants/index.html

Chapter 4
Payments

4.0 Payment Methods

The Commission uses two payment methods, reimbursement and installments. To determine which method is used for your grant program, refer to your Grant Agreement.

The reimbursement method is the most commonly used method for the Commission grant programs. The grant funds are reimbursed based on the expenditure reported on the financial report submitted to the Commission. These reimbursements are either monthly or quarterly based on the reporting requirement for the grant.

Reimbursements can not be sent unless a financial report is filed with the Commission.

The installment method is used for service type programs, such as Victim Compensation and Victim Assistance. The total award is divided into 12 equal installments and paid over the term of the award. All Commission reports must be current prior to the disbursement of grant funds.

For grants that are paid in allotments, it is important to check the rate of expenditure periodically during the grant period to ensure that expenditures are on track so funds can be reallocated or reverted if necessary.

Local Law Enforcement Block Grants (LLEBG) are disbursed at the beginning of the grant period.

4.1 Commission Cash Management Policy

All Federal grants administered by the Arizona Criminal Justice Commission, when permissible and allowable, will be paid on a reimbursement basis. This will bring the Commission and its grantees into compliance with the requirements of Public Law 101-453, Cash Management Improvement Act of 1990 (CMIA).

Confidential Funds, if awarded by the Commission, may be paid in advance if no other sources of funds are available for such purposes. Each request will be reviewed and considered on an individual basis.

If the grantee should determine that the reimbursement method is unacceptable, the project official must submit a letter from the authorized unit of government, i.e. State Agency, County Board of Supervisors or City/Town Council, to the grant Program Manager. The letter must contain a detailed explanation of why this method is unacceptable. If a large equipment purchase expense is involved, a “notice of bid

awarded" or other such document must be included. Each request will be reviewed and considered for an exception to this policy on an individual basis.

Grantees who have received an exception to the reimbursement policy must time the cash advance request as close as administratively feasible to the time of disbursement, preferably within three (3) days of receipt.

4.2 Interest Earned

All grantees are required to and shall account for interest earned on Federal funds.

Government units may keep interest earned on Federal grant funds up to $100 per federal fiscal year. This limit is not per award. It is inclusive of all interest earned as a result of all Federal grant program funds received per year.

Non-profit organizations may keep interest earned on Federal grant funds up to $250 per federal fiscal year. This limit is not per award it is inclusive of all interest earned as a result of all Federal grant program funds received per year.

Interest earned on Local Law Enforcement Block Grants (LLEBG) must be accounted for and reported as program income, and used on the program.

4.3 Withholding Funds

The Commission will withhold funds if the grantee demonstrates any of the following:

- Failure to submit accurate and/or timely reports.
- Failure to demonstrate effort or ability to attain program or project goals.

A grantee may be required to finance its operation with its own working funds until such time as the grantee is in compliance with its award requirements.

Reference:
Office of Justice Programs,
Office of the Comptroller, *Financial Guide 2002*

Chapter 5
Match or Cost Sharing

5.0 Match / Cost Sharing

Some grant programs require the recipient agency to provide cost sharing or matching funds to supplement the grant award. There is a difference between cost sharing and cash match.

Funds provided as match must be used to support the Federally funded project and must be in addition to, and therefore supplement, funds that would otherwise be made available for the program purpose the federal funds are supporting. Match is restricted to the same use of funds as allowed for the Federal funds.

5.1 In-Kind Match (Cost Sharing)

In-kind match (soft) includes, but is not limited to, the valuation of in-kind services. It is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expend them as allowable costs.

In-kind match, or cost sharing, does not require a cash outlay by your agency, yet it must represent real dollars. If you had to pay for services rendered, for example, time contributed by volunteers who did not donate their services, you would have paid someone else to perform those same services. Personnel services are the most common form of cost sharing, since they can include salaries, fringe benefits, and associated indirect costs.

5.2 Cash Match

Cash match occurs when “hard dollars” are contributed toward your project.
For example, if your agency was awarded a $100,000 grant with a 25% cash match requirement, your actual award will consist of $75,000 federal funds and $25,000 local cash matching funds. Depending on the terms and conditions of the award, your agency may either be required to submit a check to the Commission for the match portion or absorb the match by receiving a reduced reimbursement throughout the award period.

Matching contributions need not be applied at the exact time or in proportion to the obligation of the Federal funds. However, the full matching share must be obligated by the end of the grant period.

5.3 Records of Match

Grantees must maintain records which clearly show the source, the amount, and the timing of all matching contributions. In addition, if a program or project has included within its approved budget contributions which exceed the required matching portion, the grantee must maintain records of the excess match in the same manner as the required match funds.

For all block/formula funds, the Commission has the primary responsibility for the grantee compliance with the match requirements. For all discretionary funds, the Commission and grantee have shared responsibility for ensuring compliance with the requirements regarding matching funds.

Reference:
OMB Circular A-102 §__.24 (State and Local Units of Government) or A-110 §__.23 (Education Institutions, Hospitals and Non-Profits).

5.4 Supplanting

Grant funds can **not** be used to supplant Federal, State, or local funds that would otherwise be available for the project. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

> Example: State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose. The State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

Chapter 6
Program Income

6.0 Program Income

Grantees who generate program income as a direct result of Federal grant funds for a project must report program income and program expenditures. Example: Byrne and interest on LLEBG Block Grant.

Program income means income received by the grantee directly generated by a grant-supported activity, or "earned" as a result of the grant during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

6.1 Examples of Program Income:

- Income from fees for services performed;
- Income from the use or rental of real or personal property acquired with grant funds;
- Income from the sale of commodities or items fabricated under a grant;
- Proceeds from the sale of property or equipment;
- Income from royalties and license fees for copyright materials, patents and inventions developed by the grantee;
- Income received from a court ordered award of attorney's fees or cost, to the extent that it represents a reimbursement for attorney's fees and costs originally paid under the award;
- Reimbursement received from the IRS if award funds were used in the information and investigation leading to the recovery of Federal taxes imposed with respect to illegal drug-related activities or money laundering in connection with such activities.
- Income received from asset seizures and forfeitures is considered "earned" when the property has been adjudicated to the benefit of the law enforcement agency.

6.2 Use of Program Income

Program income may be used to supplement or reduce project costs, or may be refunded to the Federal government. Program income may only be used for allowable program costs and **must be expended prior** to federal grant funds.

Program income shall be added to the funds committed in the Grant Agreement, known as the "Addition Method" and used by the grantee for any purpose that furthers the objectives of the legislation under which the award was made.

The following policies apply to program income from asset seizures and forfeitures:
The "Addition Method" shall be followed unless an alternate method is designated by the Commission. Program income may be retained by the agency earning the program income or used by the grantee for any purpose that furthers the objectives of the legislation under which the grant was made.

Program income may be used as matching funds when assets are adjudicated by the State, County, or Local Court in accordance with State law. In addition, cash received under the equitable sharing program may also be used as matching funds.

6.3 Accounting for Program Income

Program income must be accounted for up to the same ratio or percent as Federal dollars provided to the project.

For example:

- A project funded with 100 percent Federal funds must account for and report on 100 percent of the total program income earned. If the total program income earned was $20,000, the recipient must account for and report the $20,000 as program income on the Financial Report.

- If a project was funded with 75 percent Federal funds and 25 percent non-Federal funds (match) and the total program income earned by the grant was $100,000, $75,000 must be accounted for and reported, by the recipient, as program income on the Financial Report.

Program income received is line I, page 1, on the Financial Report.
Program income expenditures is on the second page of the Financial Report. (see Appendix B)

Reference:
Uniform Administrative Requirements
OMB Circular A102 §___.25 - State and Local Governments
OMB Circular A110 §___.24 – Institutions of Higher Education, Hospitals, and Other Non Profit Organizations.
Department of Justice Codified: 28CFR Part 66.25 – State and Local Governments

Chapter 7
Allowable Costs

7.0 Allowable Costs

To be considered an allowable cost, the expenditure must meet the criteria specified in the appropriate and applicable cost principle. It is important to note that each set of cost principles will vary in its definitions of allowable costs. The examples below were taken from OMB Circular A-87, which contains the most stringent criteria. To meet Federal standards for allowability, a cost must meet the following general criteria:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards;
- Be allocable to Federal awards;
- Be authorized or not prohibited under State or local laws or regulations;
- Conform to any limitations or exclusions set forth in the appropriate cost principle, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items;
- Be consistent with policies, regulations and procedures that apply uniformly to both Federal awards and other activities of the governmental unit;
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- Except as otherwise provided in the circular, be determined to be in accordance with generally accepted accounting principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or prior period, except as specifically provided by Federal law or regulation;
- Be the net of all applicable credits;
- Be adequately documented.

While most of the items on this page are quite self explanatory, there are two elements that may require further explanation; the notion of allocability and the term “net of applicable credits”.

To be considered allocable, an expense must be treated consistently with other allowable costs incurred for the same general purpose in similar situations and it must:

- Be incurred specifically and totally (100%) for the award;
- Be chargeable or assignable to cost objectives in reasonable proportion to the benefits received; or
- Is necessary to the overall operation of the organization, although a direct relationship to a particular cost objective cannot be shown.

To be an allowable cost, the expense must be the net of applicable credits, which are reductions in expense items allocable to a Federal award such as purchase discounts, rebates and adjustments of overpayments or erroneous charges. Should the agency receive such credits relating to allowable costs, the Federal award must be credited as a cost reduction or a cash refund.

7.1 Costs Requiring Prior Approval

Changes to your project scope and/or budget after an award has been made require prior written approval from the grant Program Manager. Due to the extensive financial and program impact on the grant if changes were permitted without approval, written consent is required.

Some examples of expenditures and changes requiring prior approval for state, local and Indian governments are:

- Capital equipment (use the more stringent policy to determine capital equipment);
- Cost of membership in civic and community, social organizations;
- Pre-award costs;
- Direct costs for preparing proposals for potential Federal awards;

All requests for prior approval must be submitted in writing (email is acceptable) to the Program Manager identified in your award letter. Be sure to keep your budget adjustment request in the same format as your original budget as identified in your Grant Agreement. A budget adjustment request must be accompanied by a narrative description of the reason the change is necessary.

Upon receipt and review of the request, a decision will be provided in writing. A Grant Adjustment Notice (GAN) will be sent to your agency upon the approval of the grant Program Manager. Verbal approval is considered non-binding. Failure by the grantee to obtain prior approval may result in the disallowance of costs.

7.2 Indirect Costs

Indirect costs are costs of an organization that are not readily assignable to a particular project and are difficult to allocate. Indirect costs are commonly referred to as "overhead."

Examples:

- Payroll Processing
- Utilities
- Maintenance Costs
- Administrative Salaries
- Depreciation

The Arizona Criminal Justice Commission **does not** award grant funds for indirect costs. Even if the grantee has an approved indirect cost rate, these expenses are unallowable in Commission funded projects.

Chapter 8
Time and Attendance

8.0 Time and Attendance

For personnel systems, the primary documentation concern is employee time and effort reporting. It is important to keep track of which employee is doing what task in order to avoid cost disallowances.

The chart on the next two pages shows the documentation standards for two OMB circulars. If agency requirements are greater then OMB Circulars, Agency requirements will take precedence.

Circular	OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments Attachment B. §11	OMB Circular A-122, Cost Principles for Nonprofit Organizations Attachment B. §7
Activity Reports	• Any employee involved in multiple activities or cost objectives must have a personnel activity report maintained. • The report must be prepared monthly and must coincide with one or more pay periods.	• Reports reflecting distribution of the activity of each employee must be maintained. Each report must account for the total activity for which an employee is compensated. The report must reflect a reasonable estimate of actual work performances. • Nonprofessional employees fall under the same regulations as professional staff; however, additional information regarding how many hours per day was worked is also required. • The report must be prepared at least monthly and must coincide with one or more pay periods.
Verification of Time Worked	• The employee must sign the report which outlines the activities for which he/she is being compensated.	• Documentation must be signed by the employee or responsible official having first hand knowledge of the activities performed by the employee.

Single Federal award or cost objective	• Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee.	• No reference
Budget Estimations	• Budget estimations determined before services are performed do not qualify as support for charges for federal awards.	• Budget estimations do not qualify as support for charges to awards.

Chapter 9
Grant Adjustments

9.0 Grant Adjustments

The grant Program Manager can authorize changes in a grant through a Grant Adjustment Notice (GAN). A GAN officially modifies the grant award and is just as binding as the Grant Agreement issued with the initial award. Examples of circumstances under which the GAN are completed include:

- A deviation from the approved budget, a budget adjustment.
- Grant extension, this extends the time for the project to be completed. Requests for extensions must be submitted 60 calendar days before the award is scheduled to end.
- Additional money is added to the project.
- Change in the scope of the project.

The grant Program Manager carefully reviews requests for changes to a grant to make sure they are in compliance with the *OMB Circulars* and to ensure that the grant program's goals and objectives are addressed. Changes are officially recognized once the GAN is issued with a date and number. You will receive a copy of the approved GAN for your grant file.

9.1 Budget Modifications

Please refer to your Grant Agreement to check if your program allows you to make budget adjustments.

If an award is less than $100,000 and the scope of the project does not change, prior approval to modify your budget is **not** required. However, you still need to contact your program manager to inform him or her of the proposed changes and make sure that these changes are allowed under the grant program.

If an award exceeds $100,000 and the cumulative changes between the approved budget categories exceed ten (10) percent of the total grant amount or change the scope of the project, you **are** required to get prior approval from your program manager. Please check the Grant Agreement or any subsequent Grant Adjustment Notices (GAN), if the budget was revised after the award was made. The Grant Agreement will show the amount of money in each approved budget category (personnel, fringe benefits, consultants/contracts, travel, equipment and operating expenses).

The ten (10) percent rule applies to awards that exceed $100,000 or any award that has a change in scope.

To obtain a budget modification, you must submit a written (mail, fax or email) request to your program manager. The request should explain the reason for the budget modification and clearly indicate how the money is being reallocated and for what it will be used. It should also include a chart that shows the new budget. The chart should have four columns.

Example:

Budget Category	**Current Budget**	**Change (+/-)**	**Revised Budget**
Personnel Expenses			
Overtime	$40,000	$0	$40,000
Employee Related Expenses	$6,000	($4,000)	$2,000
Consultants/Contractual	$15,000	$0	$15,000
Travel In-State	$20,000	**$10,000**	$30,000
Travel Out-of-State	$15,000	($10,000)	$5,000
Operating Expenses	Not Approved	$0	$0
Equipment	$1,500	**$1,500**	$3,000
TOTAL	$2,500	**$2,500**	$5,000
	$100,000		$100,000

This example requires the grantee to seek prior approval because the change exceeds ten (10) percent. The cumulative change amount for this example equals $14,000, therefore prior approval is required.

If your budget modification request is approved, you will receive a Grant Adjustment Notice (GAN) that shows the new approved budget for the grant. The grantee agency must be current with all programmatic and financial reports for the budget modification to be approved.

9.2 Budget Modification Request for Equipment

The Grant Agreement may contain a statement indicating that prior approval is required for the purchase of equipment. Request for equipment must be made in writing (mail, fax or email) to your program manager. The request must include the type of equipment to be purchased, how it will be used, the cost, what budget category the money will come from and why the money is no longer needed in that category. It is important to note that equipment must be placed into service and used during the award period purchased.

Reference:
Office of the Comptroller *Financial Guide*

Chapter 10
Procurement

10.0 Procurement

Subgrantees shall follow the same policies and procedures for Commission funds as used for procurement from other sources. It is strongly recommended that the grantee contact their procurement department prior to expenditure of funds from any Commission grant to ensure all expenditures are in accordance with approved polices and procedures.

10.1 Competition

All procurement transactions, whether negotiated or competitively bid and without regard to dollar value or funding source, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of $100,000 must receive prior approval of the grant Program Manager.

10.2 Federal Funds

Grantees receiving federal funds shall follow the appropriate OMB Circular that pertains to their agency to determine allowable and unallowable costs. Please refer to Circulars A-21, A-87, and A-122.

10.3 Debarment and Suspension

Per the Commission Grant Agreement and the OJP Financial Guide, subgrantees are prohibited from conducting business with vendors who have been placed on the Suspension and Disbarment List. Prior to making a transaction with a vendor, the grantee must ensure the vendor is in good standing with the Federal government.

A current listing of suspended and disbarred vendors can be located at http://epls.arnet.gov

10.4 Acquisition of Property and Equipment

Subgrantees are required to be prudent in the acquisition and management of property purchased with Commission grant funds whether federal or state funded. Careful screening should take place before acquiring property in order to ensure that it is needed. All equipment purchases not previously approved in the Grant Agreement must be pre-approved in writing by the grant Program Manager prior to the expenditure of grant funds.

Grantees are advised to work with their procurement departments prior to any purchase of property or equipment. For hardware and software guidelines see Appendix E.

Commission grant funds CANNOT be used for land acquisition.

10.5 Management of Property and Equipment

Capital Outlays are determined to be equipment purchases of $5,000 or more with a useful life of more than one year. If an agency has a lower capital policy, the agency policy will govern.

Property records must be maintained and include the following information:

- Description of the property;
- Serial number or other identification number;
- Source of the property;
- Identification of title holder;
- Acquisition date;
- Cost of the property;
- Percentage of Federal participation in the cost of the property;
- Location of the property;
- Use and condition of the property; and
- Disposition data, including the date of disposal and sale price.

A physical inventory of the property must be taken, and the results reconciled with the agency's property records, at least once every two years.

A control system must exist to ensure adequate safeguards to prevent loss, damage or theft of property. Subgrantees are responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

Adequate maintenance procedures must exist to keep the property in good condition.

Records for equipment shall be retained for a period of five years from the date of the disposition. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

10.6 Disposition of Property and Equipment

Items with a current per unit fair market value of less than $5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Commission. Disposal of equipment must be in accordance with the State procedures.

When the fair market value is more than $5,000 at the time of disposal, please contact your grant Program Manager for further instruction.

In addition to the Commission Grant Agreement, grantees receiving federal funds must follow the guidelines set forth in the OJP Financial Guide.

Grantees must also follow their own established policies and procedures when acquiring property and equipment.

Chapter 11
Confidential Funds

11.0 Confidential Funds

Confidential funds are those monies allocated to:

a. Purchase of Services (P/S). This category includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

b. Purchase of Evidence (P/E). This category is for the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.

c. Purchase of Specific Information (P/I). This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

11.1 Allocation of Funds

These funds should only be allocated when:

a. The particular merits of a program/investigation warrant the expenditure of these funds.

b. Requesting agencies are unable to obtain these funds from other sources.

Confidential funds are subject to prior approval by the Commission as indicated in the Grant Agreement. Such approval will be based on a finding that they are a reasonable and necessary element of project operations. In this regard, the approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.

11.2 Confidential Funds Certification

A signed certification that the Project Director has read, understands, and agrees to abide by these provisions is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.

11.3 Written Procedures

Each project agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements listed below. Deviations from these elements require prior approval of the grant Program Manager.

a. Imprest Fund. The funds authorized will be established in an imprest fund which is controlled by a bonded cashier.

b. Advance of Funds. The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. Such authorization must specify the information to be received, the amount of expenditures, and the assumed name of informant.

c. Informant Files. Information files are confidential files of the true names, assumed names, and signatures of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the information payee should also be maintained. In the Regional Information Sharing System (RISS) program, the informant files are to be maintained at the member agencies only. Project Headquarters may maintain case files.

d. Cash Receipts.

   1. The cashier shall receive from the agent or officer authorized to make a confidential payment a receipt for cash advanced to him/her for such purposes.

   2. The agent or officer shall receive from the information payee a receipt for cash paid to him/her.

e. Receipt for Purchase of Information. An information payee receipt shall identify the exact amount paid to and received by the information payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed, **no alteration is allowed.** The agent shall prepare an information payee receipt containing the following information:

   1. The jurisdiction initiating the payment;

   2. A description of the information/evidence received;

3. The amount of payment, both in numerical and word form;

4. The date on which the payment was made;

5. The signature of the informant payee;

6. The signature of the case agent or officer making payment;

7. The signature of at least one other officer witnessing the payment;

8. The signature of the first line supervisor authorizing and certifying the payment.

f. Review and Certification. The signed receipt from the informant payee with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred and his/her evaluation remarks in the report of the agency or officer who made the expenditure from the imprest fund. The certification will be witnessed by the agent or officer in charge on the basis of the report and information payee's receipt.

g. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest fund on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant given and to what extent this informant contributed to the investigation. Grantee shall retain the reconciliation report in their files and have it available for review unless the Commission staff requests that the report be submitted to them on a quarterly basis.

h. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, process (should include the review and approval/disapproval), modification, closure or impact material, and receipts and /or other documentation necessary to justify and track all expenditures. Refer to the documentation under "Informant Files" below for a list of documents which should be in the informant files. In projects where grant funds are used for confidential expenditures, it will be understood that all of the above records are subject to the record retention requirements and audit provisions of the awarding agency and program legislation. However, only under extraordinary and rare circumstances would such access include a review of the true name of confidential informants. When access to the true name of confidential

informants is necessary, appropriate steps to protect this sensitive information must and will be taken by the recipient, awarding agency, and auditing agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by both the OJP program office head and the Comptroller.

11.4 Informant Files

a. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the office head or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area, except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, information number, time in and out, and the signature of the person reviewing the file.

b. Documentation. Each file should include the following information:

1. Informant Payment Record, kept on top of the file. This record provides a summary of informant payments.

2. Informant Establishment Record, including complete identifying and locating data, plus any other documents connected with the informant's establishment.

3. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).

4. Agreement with cooperating individual.

5. Receipt for Purchase of Information.

6. Copies of all debriefing reports (except for the headquarters case file).

7. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).

8. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).

9. Any administrative correspondence pertaining to the informant, including documentation of any representation made on his behalf or any other non-monetary considerations furnished.

10. Any deactivation report or declaration of an unsatisfactory informant.

c. Informant Management and Utilization. All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. Creation of an informant code book controlled by the office head or his/her designee containing:

- Informant's code name;
- Type of informant (i.e., informant, defendant/informant, restricted-use informant);
- Informant's true name;
- Name of establishing law enforcement officer;
- Date the establishment is approved; and
- Date of deactivation.

3. Establishment of each informant file in accordance with Documentation, under 11.4.b (Informant Files)

4. Review of all active status informant files on a quarterly basis to assure they contain all relevant and current information. Where MATERIAL fact that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.

5. A search of all available criminal indices for informants being established. If a verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted, with a copy sent to the FBI and appropriate State authorities for analysis. The

informant may be utilized on a provisional basis while awaiting a response from the FBI.

d. Payment to Informants

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes persons who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payments should be commensurate with the value of services and/or information provided and should be based on the following factors:

- The level of the targeted individual, organization, or operation;
- The amount of the actual or potential seizure; and
- The significance of the contribution made by the informant to the desired objectives.

2. There are various circumstances in which payments to informants may be made:

- Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.
- Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed six months). Payments for these expenses may be either lump sum or as they occur and should not exceed the amounts authorized by law enforcement employees for these activities.

- Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a receipt for purchase of information. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by a least the first line supervisory level. In unusual circumstances, a non-officer employee or an office of another law enforcement agency may serve as a witness. In all instances, the original receipt must be submitted to the Project Director for review and recordkeeping.

11.5 Accounting and Control Procedures

Special accounting and control procedures should govern the use and handling of confidential expenditures as described below:

a. It is important that expenditures which conceptually should be charged to PE/PI/PS are in fact so charged. It is only in this manner that these funds may be properly managed at all levels and accurate forecasts of projected needs be made.

b. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction.

c. Headquarters management should establish guidelines authorizing officers to spend up to a predetermined limit of their total allowance on any one investigation.

d. In exercising his/her authority to approve these expenditures, the supervisor should consider:

- The significance of the investigation;
- The need for this expenditure to further that investigation; and
- Anticipated expenditures in other investigations. Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

e. Funds for PE/PI/PS expenditure should be advanced to the officer on a suitable receipt form. A receipt for purchase of information or a voucher for purchase of evidence should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.

f. For security purposes, there should be a 48-hour limit on the amount of time funds advance for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the

expenditure will not materialize, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are the amount of funds involved, the degree of security under which the funds are being held, how long an extension is required, and the significance of the expenditure. Such extensions are generally limited to 48 hours.

Recipients should consult with the program office prior to determining the final course of action. Beyond this, the funds should be returned and re-advanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed voucher for payment for information or purchase of evidence, or written notification by management that an extension has been granted.

g. Purchase of Services (P/S) expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head, or his/her immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Chapter 12
Standards for Financial Management Systems

12.0 Standards for Financial Management Systems

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds.
All recipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both grant funds and matching funds of state, local and private organizations when applicable.

12.1 Accounting System

An efficient accounting system should meet the following criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c. The accounting system should provide accurate and current financial reporting information.

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

e. Presents and classifies projected historical cost of the grant as required for budgetary and evaluation purposes.

f. Provides financial data for planning, control, measurement and evaluation of direct and indirect costs. The Commission does **not** award grant funds for indirect costs. Even if the grantee has an approved indirect cost rate, these expenses are unallowable in Commission funded projects.

g. New Commission Grantees will be required to complete the Accounting System and Financial Capability Questionnaire in Appendix F

12.2 Total Cost Budgeting and Accounting

Accounting for all funds awarded by the granting agency shall be structured and executed on a "total program cost" basis. That is, total program costs, including federal, state and local matching shares and any other fund sources included in the approved project budget or received as program income shall be the foundation for fiscal administration and accounting.

12.3 Commingling of Funds

The accounting system must ensure that agency funds are not commingled with grant funds. Each grant award must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or project-by-project basis.

Funds specifically budgeted and/or received for one project may not be used to support another.

Chapter 13
On-site Monitoring and Assistance Visits

13.0 On-site Monitoring and Assistance Visits

Pass-through entities, such as the Commission, are responsible for monitoring grants and providing reasonable assurance that:

a. Grant funds are expended in ways that meet provisions of pertinent statutes, regulations, agency administrative requirements, relevant Office of Management and Budget (OMB) circulars and the term of the award notice.

b. Adequate progress is being made toward achieving the projects goals and objectives.

The purpose of an on-site monitoring and assistance visit is to ensure the success of a project and to identify problems before they become serious, and to document changes and trends in conditions and strategies related to grant-funded activities.

The Commission has developed two different types of site visits. One is a financial review and the other is a programmatic review.

13.1 Financial Review

The financial review will consist of an analysis and evaluation of your office's accounting system to ensure that it provides full accountability for revenues, expenditures, assets and liabilities. The Commission staff will check to make certain that there is proper segregation of duties.

A review of all expenditures will be performed and evaluated to ensure they were made only for allowable services and were within the proper time period. There will also be an examination of prepared financial reports to ensure they contain accurate and reliable financial information and are presented in accordance with the terms of the Grant Agreement.

The following financial reports, as well as all original documents must be made available for review for the time period requested:

a. Detailed revenue, expenditure and encumbrance reports;

b. General ledger;

c. Task force records for confidential fund expenditures;

d. Agency reconciliation reports;

e. Payroll – list of employees paid by the grant, timesheets, etc.; and

f. Check register, bank statements and cancelled checks if any.

13.2 Programmatic Review

The programmatic review will consist of questions that deal with the administrative functions as well as questions that relate to activities that are supported by the grant funds. There are certain questions that will be consistent between all programs such as:

a. Do the project goals, objectives, activities and services continue to reflect those proposed in the grant application;

b. Are the objectives time bound, observable, measurable, activity related;

c. What kind of agency evaluation is being done that shows progress toward the goals and objectives of the program;

d. If changes have been made, have they had prior approval of the Commission;

e. Are performance or activity and financial reports submitted on time;

f. Does the agency have a written code of conduct regarding the performance of employees regarding conflict of interest;

g. What type of information is included in property records and is a physical inventory of equipment taken and how often;

h. What precautions have been taken so that there is no business being done with a suspended or debarred party; and

i. How can the Commission staff assist you in the management of the grant.

Additional program specific questions will be asked. This list indicates what types of administrative questions may be expected during a site visit.

Chapter 14
Equal Employment Opportunity Plan

14.0 Equal Employment Opportunity Plan

The purpose of an Equal Employment Opportunity Plan (EEOP) is to ensure full and equal participation of men and women in the workplace of the recipient agency, regardless of race, color or national origin. A recipient agency is defined as any State or local unit of government or agency thereof, and any private entity, institution, or organization, to which Office of Justice Programs (OJP) financial assistance is extended directly or through a government entity such as the Commission.

14.1 Criteria

Recipient agencies that meet all the following criteria are required to maintain an EEOP on file for review by OJP, if requested. (See 28 CFR §42.301 et seq.):

a. have 50 or more employees, **and**

b. received a total of $25,000 or more in grants or sub-grants; **and**

c. have 3 percent or more minorities in service population (however, if less that 3 percent minorities in service population, and EEOP must be prepared, but must focus on employment practices affecting women only).

Grantees that meet criteria (a) and (c), and that receive over $500,000 (or $1 million during an 18 month period) are required to submit an EEOP to the Office of Justice Programs (OJP), U.S. Department of Justice, Office for Civil Rights, 810 7th Street N.W., Washington D.C. 20531 for review.

14.2 Plan Acceptability

Comprehensive guidelines for developing an Equal Employment Opportunity Plan can be found at 28 CFR § 42.301 et seq. For more information and a guide to the design and development of an Equal Employment Opportunity plan consult the Office for Civil Rights (OCR) website at www.ojp.usdoj.gov/ocr

An EEOP must be developed by each grantee with 50 or more employees that receives an award of $25,000 or more either directly from the Office of Justice Programs (OJP) or as a sub-grant from a state planning agency such as the Commission. Exceptions: Regardless of the amount of funding or number of employees, if the recipient agency is an educational institution, non profit organization, Indian tribe or medical institution, it is exempt and is not required to develop an EEOP.

Submissions of the EEOP vary depending on the entity type, number of employees and funding level of a grantee agency. The following guidelines should be used to determine what information, if any must be submitted to Office for Civil Rights (OCR).

An agency **does not** need to return any EEOP related information to OCR if it is a non-profit organization, educational institution, Indian tribe or medical institution or is not receiving a signed grant or sub-grant award of at least $25,000.

An agency **must submit** a Certification to OCR if it is receiving a single award for at least $25,000, but has less than 50 employees or has 50 or more employees and is receiving a single award for at least $25,000, but less than $500,000.

An agency **must submit** a copy of its EEOP or EEOP Short Form to OCR if it is receiving a single grant award of $500,000 or more or an aggregate of grant awards for $1,000,000 or more during an 18 moth period and has 50 or more employees.

All grantees must forward to OCR a copy of any finding for discrimination made against their agency after a due process hearing (within the past five years) within 30 days of such finding.

CERTIFICATION

Grant Title:

Grantee Name: Contact Person: Tel#:

Address: Award Amount:

Grant Number:

Date and effective duration of EEOP:

Policy Statement:

CERTIFICATION (EEOP ON FILE)

Certification Statement:

I,__________________________(executive officer), certify that the ______________________________(organization) has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file in the Office of _________________________ (name),_______________________ ____(address)__________________________ ____(title), for review or audit by officials of the cognizant State planning agency or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

(signature) (title) (date)

- -

CERTIFICATION (NO EEOP REQUIRED)

I HERBY CERTIFY THA THE FUNDED ENTITY HAS LESS THAN 50 EMPLYEES AND THERFORE IS NOT REQUIRED TO MAINTAIN AN EEOP, PURSUANT TO 28 CFR 41.301, et seq.

(signature) (title) (date)

Appendix A
Grant Agreement

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT PROGRAM
GRANT AGREEMENT

SAMPLE

ACJC Grant Number **(number)**
Catalog of Federal Domestic Assistance (CFDA) Number

This Grant Agreement is made this 1ST day of July, 2004, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and **NAME OF JURISDICTION**, through **NAME OF AGENCY** 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, 2004 and terminate on June 30, 2005. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION sixty (60) days prior to the end of the award period.

2. The GRANTEE agrees that grant funds will be used to provide services **specific to each program** as stated in the grant application.

3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the COMMISSION will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty 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 or permanently terminate this Agreement or revoke the grant. 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.

4. 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:
   A. 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:

Address Block
Attn: **Title, First Name, Last Name**

5. For grant awards above $100,000, the GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. If the GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or purchase equipment, written approval from the COMMISSION in advance is required. 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 the GRANTEE wishes to purchase equipment, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel Expenses Overtime Employee Related Expenses (ERE) Consultant/Contractual Travel In-State Travel Out-of-State Operating Expenses (Type: **expense**) Equipment (Type: **name equipment**) TOTAL	
Personnel Positions Funded: **Position 1, Position 2, etc**	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed **($)** in Federal funds awarded to the COMMISSION by the U.S. Department of Justice, Office of Justice Programs, **and/or ($)** in State funds. ($) in local **cash/in-kind** matching funds representing **twenty-five/ten (#)** percent of the total award will be supplied by the GRANTEE from the **source**.

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures. **OR** The GRANTEE understands that grant funds will be paid in monthly allotments through the grant period of award. (**NOTE: varies by program**)

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. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments***. (Federal programs) OR** The GRANTEE agrees to abide by 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. (**State programs)**

Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide* and all unexpended grant funds to the COMMISSION within 30 days of written request received from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award. (**Most Federal Programs except LLEBG) OR** The GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within 30 days of written request received from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award. (**State Programs**)

Link: *OJP Financial Guide* http://www.ojp.usdoj.gov/FinGuide/

11. The 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 as required pursuant to the approved record retention policy as mandated by the Arizona State Library, Archives and Public Records Management Division in no event less than three (3) years. All such documents shall be subject to inspection and audit at reasonable times. **OR** The 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 a period of five (5) years after fiscal year created or received. All such documents shall be subject to inspection and audit at reasonable times pursuant to A.R.S. § 35-214. **(Victim Non-Profits)**

Link: *Records, Retention and Disposition Manuals* http://www.lib.az.us/records/forms.cfm

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $5,000, the GRANTEE will use its own policy.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. **(Federal Programs) OR** The GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If the GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development. **(State Programs)**

Link: *Uniform Accounting Manual for Arizona Counties* http://www.auditorgen.state.az.us
Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

14. The 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 based on GRANTEE policy.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees.

16. The 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.(**Federal program**)

Link: *OMB Circular A-133* http://www.whitehouse.gov/omb/circulars/index.html

17. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule: (**Some due monthly**)

Report Period:	**Due Date:**
July 1, 2004 to September 30, 2004	October date, 2004
October 1, 2004 to December 31, 2004	January date, 2004
January 1, 2005 to March 31, 2005	April date, 2005
April 1, 2005 to June 30, 2005	July date, 2005

More frequent reports may be required for GRANTEES who are considered high risk.

18. The GRANTEE assures that it will collect and maintain information on victim services provided by ethnicity, sex, age and disability. (**Victim Assistance program**)

19. All goods and services must be received by the GRANTEE within 60 days of the expiration of this award.

20. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of $100,000.

21. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $450 per day.

22. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **(Federal program)**

Link: *Excluded Parties Listing System* http://epls.arnet.gov

23. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.

24. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

25. No funds shall be used to supplant Federal, State, county or local funds that would otherwise be made available for such purposes.

26. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the COMMISSION harmless for the actions of the GRANTEE'S employees.

27. The 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 the GRANTEE in exchange for grant funds provided under this Agreement.

28. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

29. 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 provided in paragraph 28 of this Agreement pertaining to disputes which are subject to arbitration.

30. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.

31. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds. 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.

32. The GRANTEE agrees to comply with the applicable laws and provisions of the **(Cite Program Rules)** program administered by the COMMISSION.

33. The GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing Information System is replaced. (**government programs only**)

Link: *Data Dictionary* http://www.acjc.state.az.us (Currently not available on-line. Call for copy, we will email.)

34. The GRANTEE should, to the extent possible and practical integrate their criminal justice records system with other criminal justice agency record systems in the state. This will enhance the overall effectiveness of the Arizona Criminal Justice Records System. (**government programs only**)

35. 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. (**government programs only**)

36. The GRANTEE agrees to comply with all Federal Civil Rights Laws, including Title VI of the Civil Rights Act of 1964, as amended. All applicable state laws of A.R.S. § 41-1463, and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the COMMISSION.

37. The GRANTEE agrees to submit an acceptable Equal Employment Opportunity Plan to the U.S. Department of Justice, Office of Justice Programs (OJP) (if grantee is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office of Civil Rights. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions to or correspondence with OJP regarding this requirement must be provided to the COMMISSION by GRANTEE. **(Federal programs)**

38. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620. **(Federal programs**)

39. The 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. **(Federal programs**)

40. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

41. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

42. The 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 U.S.C. Title 5, Part II, Chapter 15, Section 1502.

43. The 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 service required under this Agreement.

44. The 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. **(Victim Assistance program)**

45. The 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. **(Federal Programs)**

Reserved for Federal Special Conditions per award

46. Special Condition 1

47. Special Condition 2

48. Special Condition 3

49. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

50. This Agreement will be cancelled if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

51. 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.

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

FOR GRANTEE:

Authorized Signature Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Michael D. Branham, Executive Director Date
Arizona Criminal Justice Commission

Appendix B
Financial Report

SAMPLE

ARIZONA CRIMINAL JUSTICE COMMISSION
FINANCIAL REPORT

Grant Number:«GrantNumber»
Report Period:_____
Name of Agency Submitting Report: «Agency»
Task Force/Project Title: _____

Please round to the nearest dollar.

Line #	Status of Funds	Current Period
A	Total Outlays Previously Reported **(Prior Report Line C)**	$
B	Total Outlays this Period (From Page 2)	$
C	Total Outlays to Date (Line A + B)	$
D	Total Outstanding Obligations (From Page 2)	$
E	Total Outlays and Unpaid Obligations (Line C + D)	$
F	Total Grant Award Authorized	«TotalAward»
G	Unobligated Funds (Line F-E)	$
H	Interest Earned this Period**	$
I	Program Income Received This Period***	$

Please round to the nearest dollar.

All interest, if earned, must be reported for all programs receiving federal monies. Amounts over$100.00 must be reverted to the Arizona Criminal Justice Commission at the end of the grant period. Refer to Part III, Chapter 1; Page 33-34 OJP Financial Guide, 2002. The current version of the OJP Financial Guide is available at http://www.ojp.usdoj.gov/FinGuide/ to check if a vendor/contractor have a debarment or suspension as required in the Grant Agreement check the Excluded Parties Listing System web site at http://epls.arnet.gov

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete and that all outlays and unpaid obligations are for the purposes set forth in the grant award documents.

Prepared by:

_____

Typed Name/Date/Telephone/Fax Number

Certified by:

_____

Signature of Authorized Official Date

CURRENT REPORT PERIOD FINANCIAL DETAIL

Name of Agency Submitting Report: «Agency»

Report Period:_____

Please round to the nearest dollar.

Expenditure Category	Period Expenses	Outstanding Obligations
Personnel/Salaries	$	$
Personnel/Overtime	$	$
Employee Related Expenses (ERE)	$	$
Professional/Outside Services(list below)	$	$
In-State Travel	$	$
Out-of-State Travel	$	$
Confidential Expenses	$	$
Other Operating Expenses	$	$
Equipment: (See Budget Category Guidelines for definitions)		
Capital (List Below)	$	$
Non-Capital (List Below)	$	$
Total Period Expenses (Enter on Page 1, Line B)	$	
Total Outstanding Obligations (Enter on Page 1, Line D)		$
Program Income Expenditures***	$	$
Total	$	$

Please round all line items to the nearest dollar.

***Refer to Part III Chapter 4: Program Income; OJP Financial Guide, 2002 for explanation of Program Income.

Type of Equipment Purchased**: List Each Item Included Above** (Written Approval is Required)			Quantity	Amount Each ($)
v Capital	Non-Capital	Type of Equipment		
?	?	_____	_____	_____
?	?	_____	_____	_____
?	?	_____	_____	_____
?	?	_____	_____	_____

Appendix C
Budget Category Guidelines

Budget Category Guidelines

These budget category explanations and guidelines are to be used with the Commission financial report in the previous page.

a. Personnel/ Salaries

Regular Base Pay including On-Call; Incentive Pay; High Risk (Hazardous) Duty; Shift Differential; Annual Leave; Sick Leave; Military Leave; Other Compensated Leave (Jury Duty, etc.).

b. Personnel/Overtime

Some grants do not allow for overtime. Charges for any time worked which is in excess of normally set limits (either straight or time and one-half pay) including compensation time.

c. Employee Related Expenditures (ERE)

ERE includes insurance (FICA Taxes, Medical Insurance, Basic Life, Long Term Disability, Unemployment compensation, Dental Insurance, Workers Compensation); Retirement Plan; Uniform Allowance; Other Employee Related Expenditures.

d. Professional / Outside Services

Consultant Fees including Expenses; Education and Training (Payments to companies or individuals providing education and training services); Legal Services (Charges provided by lawyers); Engineering and Design (Engineering costs incurred prior to the construction phase).

e. In-State Travel

This category includes Airfare; Mileage-Private Vehicle; Motor Pool Charges; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous In-State Travel.

f. Out-of State Travel

The out-of-state travel category includes Airfare; Car Rental; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous Out-of-State Travel.

g. Confidential Funds

Confidential Funds are those monies allocated to the categories listed below. Some grant programs do not allow confidential funds.

1. Purchase of Services (P/S)- Travel or transportation of an informant; the lease of an apartment, business front; luxury-type automobiles; aircraft or boat used to create or establish the appearance of affluence; and/or meals, beverages, entertainment (including buy money and flash rolls, etc.) For undercover purposes, within reasonable limits.

2. Purchase of Evidence (P/E)- This is the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of participant in a crime.

3. Purchase of Specific Information (P/I)- This is the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

Confidential funds are awarded only if the merits of a program/investigation warrant the expenditure of these funds and requesting agencies are unable to obtain these funds from other sources. Adequate controls over disbursement of confidential funds must be established to safeguard against the misuse of such funds, consistent with the *Office of Justice Programs Financial Guide.* An approved Confidential Funds policy must be submitted to the Commission office.

Web Link: *Office of Justice Programs Financial Guide*
http://www.ojp.usdoj.gov/FinGuide/

h. Other Operating Expenses

This category includes Insurance & Related Charges (Risk Management, General Liability); Information Technology including rental charges (Computer Equipment); Communications including rental charges (Telephone, Pager, Cellular); Utilities; Rent of Land and or Buildings; Repair and Maintenance (Buildings, Vehicles, Information Technology; Operating Supplies (Office, Data Processing, Fuel and Lubricants, Publications); Training Registration; Dues; and Other Miscellaneous Operating.

To check if a vendor or contractor has a debarment or suspension from doing business with federal funds as required in the Grant Agreement check the *Excluded Parties Listing System.* This is important so you do not use a debarred vendor.

Web Link: *Excluded Parties Listing System* http://epls.arnet.gov

i. Equipment

Equipment is the cost associated with the purchase of vehicles, furniture telecommunications, computers, etc.

1. Non-Capital Equipment**:** $1,000 - $4,999 and Technology Equipment $0-4,999 with a useful life of 1 yr or more.

2. Capital Equipment: $5,000 or above, If the grantee policy defines capital equipment as less than $5,000 then the grantee must use its own policy.

j. Program Income

All income generated as a direct result of an agency funded project is program income. Program income should be used as earned and expended as soon as possible. This includes but is not limited to sale of seized and forfeited assets and money. State and local units of government may use program income funds from seized and forfeiture assets as match. For additional information see the *OJP Financial Guide* Chapter 4: Program Income, and Chapter 10 in this manual.

1. Program Income Earned this Period: Income received from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money.

2. Program Income Expenditures: Program income shall be used by the grantee for any purpose that furthers the broad objectives of the legislation under which the award was made (i.e., expanding the project or program, continuing the project or program that furthers the objectives, obtaining equipment or other assets needed for the project or program, or for other activities that further the statutes' objectives).

Other Federal Grant Program materials that should be referenced are the *OMB Circulars* These, along with the Grant Agreement, will give guidance to manage your grant program.

Web Link: *OMB circular A-87 Cost Principles for Governments, A-122 Cost Principles for Non-Profit Organizations, A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and Indian Tribes, A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. A-133 Audit of Federal Grants and Cooperative Agreements.* http://www.whitehouse.gov/omb/circulars/

Appendix D
Crime Victim Assistance
Financial Report Sample

SAMPLE

Arizona Criminal Justice Commission
Crime Victim Assistance Program
Fiscal Year 04/05

Program Name: Victim Assistance ACJC Grant #: _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ FAX Number: _____

E-Mail: _____

Report Period (Check appropriate box):

❑	First Quarter	Jul 1, 2004 thru Sep 30, 2004	due	10/31/04
❑	Second Quarter	Oct 1, 2004 thru Dec 31, 2004	due	01/31/05
❑	Third Quarter	Jan 1, 2005 thru Mar 31, 2005	due	04/30/05
❑	Fourth Quarter	Apr 1, 2005 thru Jun 30, 2005	due	08/15/05

Prepared by: _____

Signature of Person Completing Report Date

_____

Typed Name and Title

Certified by: _____

Signature of Authorized Official Date

_____

Typed Name and Title

(5/03)

PART I - FINANCIAL SUMMARY

PROGRAM NAME:_____**ACJC GRANT**_____

Provide budgetary information as requested below

A. ACJC FUNDS

	Status of Funds	Current Period
1.	Total Outlays Previously Reported (From Line 3 previous quarters report)	$
2.	Total Outlays this Period (from pg 2)	$
3.	Total Outlays to Date (Line 1 + 2)	$
4.	Total Outstanding Obligations (from pg 2)	$
5.	Total Outlays and Unpaid Obligations (Line 3 + 4)	$
6.	Total Grant Award Authorized	$
7.	Unobligated Funds (Line 6 - 5)	$

B. FUNDS REQUIRED AS MATCH TO GRANT

(Report match up the required amount only. Include value of in-kind contributions, if applicable see note.)

NOTE: In-kind contributions are allowable as match for NEW programs only. A NEW program is defined as an agency that began providing victim services on or after June 30, 2001.

	Status of Funds	Current Period
1.	Total Outlays Previously Reported (From Line 3 previous quarters report)	$
2.	Total Outlays this Period (from pg 2)	$
3.	Total Outlays to Date (Line 1 + 2)	$
4.	Total Match Funds Required	$
5.	Unobligated Funds (Line 4 -3)	$

PART II - FINANCIAL DETAIL

Provide the following **DETAILED** Budget information.

Category	Period Expenses	Outstanding Obligations
Personnel	$	$
Employee Related Expenses	$	$
Professional/Outside Services	$	$
Travel	$	$
Other Operating Expenses	$	$
Equipment	$	$
SUB TOTAL	$ Enter: Pg 1, Line # A 2	$ Enter: Pg 1, Line # A 4

B. FUNDS REQUIRED AS MATCH TO GRANT:

(Report match up the required amount only. Round to the nearest whole dollar)

Category	Period Expenses
Personnel	$
Employee Related Expenses	$
Professional/Outside Services	$
Travel	$
Other Operating Expenses	$
Equipment *	$
SUB TOTAL	$ Enter: Pg 1, Line # B 2

*Equipment Expenditure Detail

Type of Equipment	v Capital	Non-Capital	Amount
			$
			$

Appendix D-1
Crime Victim Assistance
Financial Report Definitions / Guidelines

Financial Report Instructions/Definitions and Guidelines

Each agency receiving victim assistance funds from the Arizona Criminal Justice Commission Victim Assistance Fund is required to complete the Financial Report at the end of every quarter. Please ensure that the information provided includes only that part or percentage of your program which is funded by the Commission Victim Assistance Grant, and the funds required as match to be used in the program according to your Grant Agreement paragraph 6.

- Respond to all sections of the Report.
- Use a zero (0) in any space requiring a numerical response wherever no data exists.
- Cover Page - Check the appropriate box to identify the time period for which this report is being submitted. Note the due date of each quarterly report.
- A completed report must be received on or before the due date listed.

Definitions

"Encumbrance" is an obligation in the form of a purchase order, contract, or other commitment which is chargeable to an appropriation or other authorized fund source and for which a part of such fund source is reserved. It ceases to be an encumbrance when paid or canceled.

"New Program" is an agency that began providing victim services on or after June 30, 2001.

"Matching Funds" are the amount of funds, other than Commission funds, required to be spent in the program as a condition of the Commission award. Do not report above the required amount.

"Non-Capital Equipment" is equipment with a value of $1,000 - $4,999, and technology equipment $0- $4,999 with a useful life of 1 year or more.

"Capital Equipment" is equipment with a value of $5,000 or above. If the grantee policy defines capital equipment less than $5,000, then the grantee must use its own policy.

Budget Category Guidelines

Section A, ACJC Funds (Part I Financial Summary), requests information on the disbursement of ACJC Crime Victim Assistance funds only. (Arizona Administrative Code, Title 10, Chapter 4, Section R10-4-203)

a. Line #1 - Total Outlays Previously Reported

If this is the first reporting period, this line should be zero (0). In all subsequent reporting periods, this amount will equal line 3 of Section A on Page 1 of your prior Quarterly Financial Report.

a. Line #2 - Total Outlays This Period

This information is the sub-total of "Period Expenses" of the current Financial Detail form SUB TOTAL (page 2).

b. Line #3 - Total Outlays to Date

Add line 1 and line 2 and enter results.

c. Line #4 - Total Outstanding Obligations

This information is the sub-total of the Outstanding Obligations column of the current Financial Detail form (page 2).

d. Line #5 - Total Outlays and Unpaid Obligations

This amount equals your total ACJC award amount. The award amount is in paragraph 6 of your Grant Agreement.

e. Line #7 - Unobligated Funds

Subtract line 6 from line 5 and enter results.

Section B, Part I, requires the grantee to list the funds used as the match and requests information on the disbursement of "Matching Funds".

a. Line #1 - Total Outlays Previously Reported

If this is the first reporting period, this line should be zero (0). In all subsequent reporting periods (in a given fiscal year) this amount would equal line 3, Section B, Page 1 of the previous Quarterly Financial Report.

b. Line #2 - Total Outlays this Period

This information is the sub-total of Section Period Expenses" as reported on the current Financial Detail, Section B, SUB TOTAL (page 2).

c. Line #3 - Total Outlays to Date

Add line 1 and line 2 and enter results.

d. Line #4 - Total Other Funds Required

Enter the total amount of "Match" required to be used. The match amount is in paragraph 6 of your Grant Agreement.

e. Line #5 - Unobligated Funds

Subtract line "4" from line "3" and enter results.

Section A, ACJC Funds (Part II Financial Summary), requests an accounting of expenses and encumbrances within each budgetary category of ACJC funds.

a. Personnel

Charges for time worked by regular employees paid through your payroll system.

b. Employee Related Expenses

Charges for payment of the employers' portion of FICA, health and accident insurance, retirement, etc.

c. Professional/Outside Services

Charges for outside services for non-employees to provide services. Example: audit costs, contract labor, etc.

d. Travel

In-State- This category includes Airfare; Mileage-Private Vehicle; Motor Pool Charges; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous In-State Travel.

Out-of State- The out-of-state travel category includes Airfare; Car Rental; Lodging; Per Diem (Meals and Incidental Expenses); Other Miscellaneous Out-of-State Travel.

e. Other Operating Expenses

Supplies, maintenance costs, operating leases, postage, etc. Only those operating expenses approved in paragraph 5 of your Grant Agreement are to be included.

f. Equipment

Cost associated with the purchase of equipment such as furniture, computers, etc. Enter the detailed information on equipment purchases in the box provided, check Non-Capital or Capital (see definition). **Do Not** charge lease costs of equipment to this line.

g. SUB-TOTAL - Period Expenses column

Add lines Personnel through Equipment and enter here.
Note**:** This figure will reflect actual ACJC funds spent this reporting period.

h. SUB-TOTAL -Outstanding Obligations column

Add lines Personnel through Equipment and enter here.
Note: This figure will reflect ACJC funds obligated (encumbered) for this reporting period.

Section B, ACJC Funds (Part II Financial Summary), requests an accounting of expenses within each budgetary category of "Matching Funds" (R10-4-203 of the Crime Victim Assistance Program Rules).

Note: Line definitions for Personnel through Equipment are the same as Section A, Part II on previous page.

i. SUB-TOTAL -

Add lines Personnel through Equipment and enter here. This figure will reflect actual "Matching Funds" spent this reporting period.

Appendix E
Computer Hardware and Software Guidelines

Computer Hardware

In contracting with any computer hardware vendor, ACJC requires that the following guidelines be applied to your selection process if grant funds are used to purchase:

- If the vendor is not a local company, please ensure they have a toll free 1-800 telephone support number for you to call in problems. Ensure that their support hours cover your regular business day at minimum.

- The vendor as part of their service should provide minimum 3 years parts and labor warranty.

- An ISO9000 and/or current ISO vendor certification will ensure that the vendor has high quality standards

- If you have PC hardware repair issues, ensure that the vendor has A+ certified technician on staff.

- Use the guidelines provided by the Government Information Technology Agency (GITA) from the State of Arizona. The guideline for Platform Architecture (P720) and Platform Infrastructure (S102) can be obtained from their website at www.gita.state.az.us in the category of Polices/Standards along with other helpful articles. Please note that in the GITA documents listed above, PC's are referred to as Clients.

- Purchase higher end PCs to avoid having obsolete machines prior to 3 years.

- Assume your PCs as well as other computer equipment has only a 3-year life cycle at best.

- The vendor should provide you with their own Internet Website to obtain information and product support.

- The Vendor should be able to provide a 4-hour response time to emergency repair issues if there is an existing maintenance/support contract.

- Whenever possible, work with vendors who have been in continuous business for at least 5-years and are showing a profit.

In contracting with any computer software vendor, ACJC requires that the following guidelines be applied to your selection process if grant funds are used to purchase:

- The Vendor should have Microsoft Certified Systems Engineers (MCSE), Product Specialists (MCPS), or Certified Novell Administrators (C.N.A.), or certified UNIX Administrators to answer operating system, software products, and network questions.

- If the vendor is not a local company, please ensure they have a toll free 1-800 telephone support number for you to call in problems. Ensure that their support hours cover your regular business day at minimum.

- An ISO9000 and/or current ISO vendor certification will ensure that the vendor has high quality standards

- The vendor should provide you with their own Internet Website to obtain information and product support.

- The Vendor should be able to provide a 4-hour response time to emergency software issues if there is an existing maintenance/support contract.

- Whenever possible, work with vendors who have been in continuous business for at least 5-years and are showing a profit.

- Whenever possible, contract with vendor to obtain the source code for any custom software in case the vendor declares bankruptcy or becomes in any way insolvent.

- Make sure that any vendor provides you with the hardcopy documentation as well as all proper licensing.

Appendix F
Accounting System and Financial Capability Questionnaire

SAMPLE

ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

1. If your agency or organization publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy, complete the following items:

1. When was the agency/organization founded/incorporated (month,day,year)	b. Principal Officers Titles
c. Employer Identification Number	
d. Number of Employees Full Time: Part Time:	

ACCOUNTING SYSTEM INFORMATION

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?
   ? Yes ? No

a. If yes, provide name and address of Agency performing review:
b. Attach a copy of the latest review and any subsequent Correspondence, clearance documents, etc.

2. Which of the following best describes the accounting system>	? Manual ? Automatic ? Combination
3. Does the agency/organization use a double-entry system in accounting for program funds?	? Yes ? No ? Not Sure
4. Does the accounting system identify the receipt and expenditures of program funds separately for each grant?	? Yes ? No ? Not Sure
5. Does the accounting system provide for the recording of expenditures for each grant by component project and budget cost categories shown in the approved budget?	? Yes ? No ? Not Sure
6. Are time distribution records maintained for an employee when his/her effort can be specifically identifies to particular cost objective?	? Yes ? No ? Not Sure
7. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses?	? Yes ? No ? Not Sure

8. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?	? Yes ? No ? Not Sure
b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?	? Yes ? No ? Not Sure
9. Is the agency/organization familiar with the existing regulations and guidelines pertaining to the cost principles and procedures for determination and allowance of costs in connection with Federal grants?	? Yes ? No ? Not Sure

FUND CONTROL	
1. Is a separate bank account maintained for grant funds?	? Yes ? No ? Not Sure
2. If a grant funds are commingled with agency/organizations funds, can the grant funds and related costs and expenses be readily identified?	? Yes ? No ? Not Sure
3. Are the officials of the agency/organization bonded?	? Yes ? No ? Not Sure
FINANCIAL STATEMENTS	
1. Did an independent certified public accountant (CFA) ever examine the financial statements?	? Yes ? No ? Not Sure
2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued	? Enclosed ? Not Any
3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:	
4. If an independent CPA has never examined your financial statements, please develop and provide this office with a copy of the following financial statements: a. A detailed "Balance Sheet" for the most current and previous year; and b. A detailed "Income Statement" for the most current and previous year.	
ADDITIONAL INFORMATION	
1. Use this space for any additional information (indicate section and item number if a continuation).	
APPLICANT CERTIFICATION	
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE.	
Signature	Agency/Organization Name, Address and Telephone Number
Title	
CPA CERTIFICATION	
The purpose of the CPA certification is to assure the Commission that the recipient can establish fiscal controls and accounting procedures which assure that grant funds available for the conduct of the grant programs and projects are disbursed and accounted for properly.	
Signature	Agency/Organization/Firm Name, Address and Telephone Number
Title	

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.)

Public User – Identifying Excluded Entities

1. What Are Exclusions?

Exclusion records identify those parties excluded from receiving federal contracts, certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits. These are also commonly known as "suspensions" and "debarments".

2. I'm used to searching the Excluded Parties List System (EPLS). With the move to SAM, what changes do I need to know about?

All the information that was in EPLS was moved to SAM, but here are some changes you will see:

- SAM no longer uses Cause and Treatment (CT) codes. These codes have been mapped to four Exclusion Types: Ineligible (Proceedings Pending), Ineligible (Proceedings Completed), Prohibition/Restriction, and Voluntary Exclusion. The Exclusion Type shown specifies why an entity is on the excluded parties list and communicates the associated ramifications (e.g., whether I can award a contract to this entity, etc.). Any record that was previously entered in EPLS with a CT code will display that code on the screen as historical data, but future records in SAM will have no CT codes. If you would like to see a list of CT codes and how they were mapped, please go to www.sam.gov, select Help from the top navigation bar, and select "Exclusions Information" and then "Exclusion Types" in the left navigation panel.
- Exclusions are categorized into four Classification Types: Firm, Individual, Vessel, and Special Entity Designation. The last category is a miscellaneous category for any organization that cannot be considered a Firm, Individual, or Vessel, but still needs to be excluded. For example, the "Terrorists Against the USA" organization does not fit into any of the previous categories and would be considered a Special Entity Designation.

3. How do I search for an exclusion?

Use the following steps to see if an entity is subject to any active exclusions (e.g., suspensions, debarments) imposed by a federal agency:

- Go to http://sam.gov
- On the Home Page or the Search Records tab, type the Entity's name, DUNS number, or CAGE code in the search bar and click on the Search icon. (IMPORTANT NOTE: Individuals are not assigned DUNS numbers. If you are checking for an exclusion for an individual, search by typing in the name.)
- If no exclusion record is found for the entity, the entity does not have an active exclusion submitted in SAM by a federal agency.

- If an exclusion record is found, it will display in a box marked "Exclusion" in purple; check the status in the top-right corner of the box. If the status indicates "Active", there is an active exclusion for that entity.

Here's an example. Note that the search result with the green box marked "Entity" is an Entity Management search result. The result with the purple box marked "Exclusion" is a Performance Information (Exclusion) search result:

Remember, just as it was in EPLS, there are some searches that require additional information and exact matches to prevent phishing for information. For example, if you want to search by an SSN or TIN, you are also required to provide the first and last name of the entity. Both sets of information must match the record exactly in order for a result to be displayed.

4. EPLS only showed exclusion information, but SAM has other entity information. What if I just want to see the exclusion information for that entity?

After you conduct a search and the results are displayed on the page, you will see filters on the left hand side of the screen. One says "Entity Information" and one says "Performance Information". If you click on "Performance Information," the information on the screen will show only exclusion information. You can further filter by "Active" or "Inactive" exclusion status.

5. Why do searches on individuals not display the street address and I am presented with a "Verify Address" button?

Due to privacy concerns, SAM does not display individuals' addresses in the public search (just like EPLS). SAM does provide the "verify address" button so that you can still verify that the individual's name you're seeing on screen is the same individual you may be considering. In these cases, the system allows you to enter the street address information for the given individual displayed on the screen. By clicking on "Verify

Address", you will be given a "Verified" message if there is a match or a "No Match" response if there is not.

6. How can I search by multiple names?

SAM allows you to search by particular fields of information using the filters on the left side of the screen. The following is an example, showing how to search by first and last name:

1. Go to SAM.gov
2. From the Home Page or the Search Records tab, click on the search icon to bring up all records
3. Click on the Performance Information check box in the Filter panel on the left side of the screen
4. Click on Entity Information
5. Click on Individual Name
6. Click on First Name and enter the entity's first name in the box provided
7. Click on the plus symbol and enter another first name in the box provided
8. Click on Last Name and enter the entity's last name in the box provided
9. Click on the plus symbol and enter another last name in the box provided
10. Click on Apply Filters

Based on these filters, SAM will search performance information records for match on any combination of the search terms you entered; so, if you entered the first names Donna and Leroy and the last names Smith and Johnson, you may get listings for "Donna Smith", "Donna N Smith", "Donna Johnson", "Leroy Johnson", "Leroy Smith", Leroy R Smith", etc.

7. How can I search by Social Security Number (SSN) or Tax Identification Number (TIN)?

Remember, just like the old EPLS system, there are some searches that require additional information and exact matches to prevent phishing for information. For example, if you want to search by an SSN or TIN, you are also required to provide the first and last name of the entity as well. Both sets of information must match the record exactly in order for a result to be displayed.

The following is an example, showing how to search by SSN:

1. Go to SAM.gov
2. Click on Search Records
3. Click on the search icon to bring up all records

4. Click on the Performance Information check box in the Filter panel on the left side of the screen
5. Click on Entity Information
6. Click on Individual Name
7. Click on First Name and enter the entity's first name in the box provided
8. Click on Last Name and enter the entity's last name in the box provided
9. Click on SSN and enter the entity's social security number in the box provided
10. Click on Apply Filters

8. In EPLS I used to be able to get a listing of all Active exclusion actions by using the "Browse All" feature and then exporting the results. Does SAM have this functionality, and if so, where can I find it?

SAM does have this functionality available via an extract, updated every day, which can be found in the Data Access tab in the list of Public Extracts.

9. I used to query EPLS through the search web service at http://www.epls.gov/epls/services/EPLSSearchWebService. Where do I get information about that web service now?

The EPLS Search web service is now available on SAM.gov. It is in the same format as it was in EPLS. The following is access and description information:

URL: https://gw.sam.gov/epls/services/EPLSSearchWebService

WSDL Location: https://gw.sam.gov/EPLS/EPLSSearchWebService.wsdl

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.

OJP TOPICS

- American Indian & Alaska Native Affairs
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- Corrections
- Courts
- Faith Based & Neighborhood Partnerships
- Juvenile Justice
- Law Enforcement
- Research, Statistics & Evaluation
- Substance Abuse & Crime
- Technology to Fight Crime
- Victims of Crime

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,[1] which prohibits discrimination in employment based on race, national origin, and other protected classes.[2] 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,[3] 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.[4]

Consistent with the *EEOC Enforcement Guidance* and the Attorney General's commitment to remove barriers to prisoner reentry,[5] grant-making offices of the U.S. Department of Justice (DOJ or Department)[6] 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,[7] 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.[8] In interpreting these DOJ program statutes as they apply to employment discrimination, the Justice Department relies on Title VII standards.[9] 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.[10]

Recipients should consult their legal counsel and the *EEOC Enforcement Guidance* for assistance in making employment decisions based on arrest and conviction records.[11] 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.[12]

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.[13] Disparate-treatment discrimination occurs when an employer intentionally treats an individual differently based on race, national origin, or another protected class.[14] 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."[15]

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.[16] 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*.[17] 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[18] *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."[19]

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.[20] The EEOC, the DOJ, and other federal agencies jointly issued the Uniform Guidelines to help employers comply with federal law when making employment decisions.[21] 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.[22] The *EEOC Enforcement Guidance* cautions, however, that at the present moment, social studies that provide a framework for validating employment exclusions are rare.[23]

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.[24] 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.[25] 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.[26]

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."[27]

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."[28]

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.[29] 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.[30]

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.[31] Moreover, as the *EEOC Enforcement Guidance* notes, there is significant evidence showing that arrest records may be incomplete or inaccurate.[32] 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.[33]

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).[34] The Safe Streets Act not only prohibits recipients from engaging in unlawful employment discrimination, but it also requires many recipients to produce an EEOP.[35] 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.[36] 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.[37] 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.[38]

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."[39]

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."[40]

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.

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[1] 42 U.S.C. § 2000e (2006).

[2] 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 [hereinafter EEOC ENFORCEMENT GUIDANCE].

[3] *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.

[4] 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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[5] 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); s*ee 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.").

[6] 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.

[7] 42 U.S.C. § 2000e(b).

[8] 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).

[9] 28 C.F.R. § 42.203(c) (2012).

[10] 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); s*ee 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).

[11] *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; 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.

[12] 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.

[13] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 6.

[14] *Id.* at 6-9.

[15] 42 U.S.C. § 2000e-2(k)(1)(A)(i); *see also* EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 9 & n.63.

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[16] 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.

[17] *Id.* at 14 & n.111; *see* Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. §§ 1607.1-.18 [hereinafter Uniform Guidelines].

[18] 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)).

[19] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 14.

[20] 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)).

[21] 28 C.F.R. § 50.14(1)(B).

[22] 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; *see also* 28 C.F.R. § 50.14(5)(B); 29 C.F.R § 1607.16.

[23] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 15.

[24] *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.").

[25] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 14.

[26] *Id.*

[27] *Id.*

[28] *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 Albemarle Paper Co. v. Moody, 422 U.S. 405, 425 (1975)).

[29] 18 U.S.C. § 922(g)(9).

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[30] *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.

[31] EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 12.

[32] *Id.* at 6, 12.

[33] *Id.* at 13.

[34] *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).

[35] 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).

[36] §§ 42.304(a), (f), (g).

[37] § 42.304(f)(1); §42.306(b).

[38] 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.

[39] § 42.306(a).

[40] § 42.306(b).

	ARIZONA CRIMINAL JUSTICE COMMISSION Policy and Procedure	
	Subject Procedures for Responding to Discrimination Complaints from Employees and Clients, Customers, Program Participants, or Consumers of ACJC Subrecipients Under U.S. Department of Justice Grant Programs	Policy Number **CJC- 305** Effective Date **2/1/13**
Supersedes: 11/1/11		

INTRODUCTION

This policy establishes the procedures for ACJC employees to follow when they receive a complaint alleging discrimination from employees or clients, customers, program participants or consumers of an ACJC subrecipient implementing funding from the U.S. Department of Justice (USDOJ).

POLICY AND PROCEDURES

ACJC adheres to the policy that all individuals have the right to participate in programs and activities operated by ACJC and ACJC subrecipients regardless of race, color, national origin, sex, religion, disability, and age. To that end, ACJC will ensure that ACJC and its USDOJ-funded subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;

- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;

- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;

- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and

- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.

- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

These laws prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

Definitions:

1. Complaint coordinator – person designated by ACJC to ensure that received complaints are acted upon in a timely manner.

2. Discrimination – unfair treatment of one person or group, usually because of prejudice about race, ethnicity, age, religion, disability or gender.

3. Retaliation – the act of harassing, threatening, demoting, firing or otherwise negatively targeting a complainant as a direct result of the discrimination complaint.

Complaint Procedures:

An employee or client, customer, program participant, or consumer of ACJC subrecipient implementing funding from the USDOJ may submit a complaint of discrimination regarding the subrecipient to the ACJC. The complaint must be in writing and sent to the Executive Director. The complaint must contain the following information:

1. Name of complainant
2. Contact information for complainant
3. Name of entity against whom the complaint is about
4. Contact information for entity, including name of person to contact (if possible)

5. Type of complaint (race, COLOR, NATIONAL ORIGIN, age, religion, disability or gender)
6. Date(s) of discrimination for complaint
7. Description of discrimination (what happened) to cause need for complaint

Processing Complaint Procedures

1. The Executive Director shall designate the Human Resources Manager as the complaint coordinator.
2. If an employee or client, customer, program participant, or consumer of ACJC subreciprient contacts an ACJC employee and wishes to file a complaint of discrimination against an ACJC subrecipient, the ACJC employee shall instruct the complainant to submit the complaint in writing in accordance with the procedures discussed above.
3. The Executive Director shall route the complaint to the complaint coordinator.
4. The complaint coordinator shall provide written acknowledgement of the complaint to the complainant with an explanation of the ACJC process and that the complainant shall be kept informed throughout the investigation**.**
5. If the complainant is a client, customer, program participant or consumer of subrecipient, the complaint coordinator shall review the complaint and forward it to the appropriate program team for further review
6. The program team shall conduct a more extensive review of the complaint which may include contacting the complainant for more details as well as the entity about whom the complaint was filed. The program team may include the ACJC representative from the Arizona Office of the Attorney General. ACJC shall determine if the complaint is valid and if so, the complaint shall be referred to Arizona Office of the Attorney General for investigation. If the Arizona Office of the Attorney General is either the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the Office for Civil Rights, Office of Justice Programs, DOJ.
7. If the complainant is an employee of an ACJC subrecipient, the complaint coordinator shall review the complaint and may refer the employment discrimination complaints against a subrecipient to the U.S. Equal Employment Opportunity Commission (EEOC) or the Arizona Office of the Attorney General, Office for Civil Rights, the local fair employment practices agency or human rights commission or the Office for Civil Rights (OCR), Office of Justice Programs, (OJP), DOJ. If the Arizona Office of the Attorney General is either the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the EEOC or the OCR.
8. ACJC shall notify OCR in writing of the complaint:
   a. Name of complainant
   b. Entity named in the complaint
   c. Description of the complaint of discrimination
   d. Steps being undertaken to investigate and resolve complaint

9. ACJC shall notify the complainant that he/she may file a complaint directly with the OCR at the following address: Office for Civil Rights; Office of Justice Programs; U.S. Department of Justice; 810 Seventh Street NW; Washington, DC 20531.

Notification Procedures

The Arizona Criminal Justice Commission will post these procedures on the ACJC policies and regulations bulletin board and on the ACJC web site to notify ACJC employees and ACJC subrecipients of the appropriate procedures for processing complaints of discrimination from employees or clients, customers, program participants, or consumers of ACJC subrecipients implementing funding from the USDOJ.

Monitoring Subrecipients' Response Procedures

As part of a grant program review, staff will review the subrecipient's procedures for responding to discrimination complaints that employees and clients, customers, program participants or consumers of the subrecipient have filed directly with the subrecipient. If the procedures do not exist or are found to need improvement, the report to the subrecipient will note the findings. At a minimum, the subrecipient's response should include:

1. Acknowledge complaint receipt to complainant in writing
2. Indicate which external agency will be forwarded the complaint for investigation (ACJC, OCR, AZ AG, EEOC or local or state human rights commission)
3. Timeframe by which to forward complaint
4. Notify ACJC of any discrimination complaint not referred to the ACJC for investigation

Notify complainant that a complaint of discrimination may be filed directly with ACJC, EEOC or OCR and where to locate those procedures.

Training

ACJC will provide periodic training for all employees regarding the discrimination complaint procedures. The procedures will be placed in the ACJC Policy and Procedure Manual for access by all ACJC employees.

1. The initial complaint procedures will be disseminated to all ACJC employees and each employee will acknowledge receipt by initialing the accompanying coversheet.
2. All subsequent updates to these procedures will be reviewed by employees in the same manner as the initial procedures.
3. The updated procedures will replace outdated policies and procedures in the manual, on the ACJC web site, and the ACJC policies and regulations bulletin board.

ACJC will facilitate civil rights requirements training for subrecipients. Such training may be arranged:

1. In conjunction with grant management training;

2. Online through the ACJC website;
3. At the request of the subrecipient; or
4. As a result of a grant program review.

National Information Exchange Model Conformance Specification

Version 3.0

August 15, 2014

NIEM Technical Architecture Committee (NTAC)

Contents

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Abstract

This document specifies general conformance guidance, principles, and rules for the National Information Exchange Model (NIEM) version 3.0.

Status

This document is the specification for general NIEM conformance. It represents the collaborative work of the NIEM Business Architecture Committee (NBAC) and the NIEM Technical Architecture Committee (NTAC) and their predecessors.

This document is a product of the NIEM Program Management Office (PMO).

Send comments on this specification via email to `niem-comments@lists.gatech.edu`.

1. Purpose

This is a high-level document that introduces NIEM conformance and provides a general normative definition for its meaning, how it applies, to what it applies, as well as to what it

does not apply. This document describes the benefits of conformance, and refers to sources of information, tools, and help. See these references to learn more about NIEM conformance and how to apply NIEM conformance in practice.

Use this document to understand the general nature of NIEM conformance and to identify the key specifications that define the details of NIEM conformance for users and developers.

2. Definition of NIEM conformance

Conformance to NIEM is defined in terms of artifacts, NOT implementations, databases, systems, or tools. NIEM defines various ·conformance targets· as the classes of artifacts to which sets of normative rules apply. This document will only address these concepts at a basic level. Refer to **[NIEM NDR 3.0]**, **[NIEM Conformance Targets Attribute Specification 3.0]**, and **[NIEM MPD Specification 3.0]** for more details on conformance targets.

> **[Definition: conformance target]**
>
> A class of artifact, such as an interface, protocol, document, platform, process or service that is the subject of conformance clauses and normative statements. There may be several conformance targets defined within a specification, and these targets may be diverse so as to reflect different aspects of a specification. For example, a protocol message and a protocol engine may be different conformance targets.

In general, the three most basic NIEM conformance targets are:

- **Conformant instance XML document** - An XML document that is an instance of a conformant schema document set and MUST conform to all applicable rules in the NIEM Naming and Design Rules **[NIEM NDR 3.0]**.
- **Conformant schema document set** - A collection of XML Schema documents that together are capable of validating a conformant instance XML document. A conformant schema document set MUST conform to all applicable rules in the NIEM Naming and Design Rules **[NIEM NDR 3.0]**.
- **Conformant Model Package Description** (MPD) - A ZIP file that contains a schema document set that conforms to the rules specified in the NIEM Model Package Description Specification **[NIEM MPD Specification 3.0]** that apply to its MPD class. **[NIEM MPD Specification 3.0]** specifies two MPD classes: (1) an MPD (the general class), and (2) Information Exchange Package Documentation (IEPD). An IEPD is also an MPD. In the future, other MPD classes will be formalized and specified. These will include: NIEM release, domain update, Core update, and Enterprise Information Exchange Model (EIEM).

NIEM does not define information exchange *implementation* conformance. In general, an implementation that deploys NIEM-conformant instance XML documents on a transmission medium is considered a NIEM information exchange. However, an implementation may apply encryption, compression, Efficient XML Interchange (EXI) encoding **[W3-EXI]**, or other security and/or efficiency techniques to an NIEM instance XML document as required; and it will still represent a NIEM information exchange. Furthermore, NIEM is considered a payload layer, and as such, a NIEM-conformant instance XML document may be contained within a standard envelope (such as SOAP, LEXS, etc.) or other XML-based standards. In describing an implementation that employs NIEM, an author should be as descriptive as is necessary to convey clear understanding of how NIEM is used.

Reference schema document sets (i.e., NIEM releases, domain updates, and core updates) are subject to rigorous quality and conformance testing to ensure they are NIEM-conformant. However, IEPDs are not under the NIEM PMO control and are not subject to a formal certification process (at this time). Therefore, it is important for NIEM users and developers to understand and make a concerted effort to ensure IEPDs they produce conform to the **[NIEM MPD Specification 3.0]**.

In general, NIEM specifies that an IEPD conforms to NIEM under the following conditions:

1. Each XML schema document within the IEPD adheres to all rules in the **[NIEM NDR 3.0]** for this schema's ·conformance target· class (e.g., reference schema document, extension schema document, external schema document, etc.).
2. Each sample instance XML document within the IEPD validates to a NIEM-conformant schema document set in the IEPD, and adheres to all rules in the NIEM NDR for instance XML documents.
3. The IEPD itself adheres to the NIEM MPD Specification (including required files, packaging, metadata, etc.).
4. If an existing NIEM component matches the business semantics required by the IEPD, then that component is used by the IEPD, either directly or as the basis for derived components. That is, the IEPD does not unnecessarily duplicate NIEM components.
5. Each NIEM schema component used by the IEPD, either directly or as the basis for derived components, is used in a manner consistent with the component's structural definition and business semantics. That is, the IEPD preserves semantic and structural consistency.

There are subjective factors in applying these rules that require diligent consideration by the organization that develops an IEPD. It is important that decisions about semantics be made (or reviewed) by business subject-matter-experts (SMEs) who have thorough knowledge of the information exchange requirements, its business processes, and the domain for which it is being built.

For more detailed rules regarding IEPD conformance refer to **[NIEM NDR 3.0]** and **[NIEM MPD Specification 3.0]**.

3. NIEM does not define *compliance*

NIEM does NOT define *compliance*. This term implies enforcement and the existence of an official certification process that verifies conformance or level of conformance. Though it is envisioned for NIEM in the future, a formal certification process does not yet exist. Therefore, compliance to NIEM is currently undefined and has no meaning.

Early in the development of NIEM (and its predecessor), governance committees discussed the language to be used in solicitations (such grants, RFPs, etc.) that require use of NIEM. They considered both terms, and concluded that the term *compliance* does not convey appropriate intent; it is too regulatory (for example, U.S. citizens and residents must comply with the U.S. tax code). The objectives of NIEM are to develop information exchange standards that users desire, but are not forced, to use. Furthermore, the purpose of both programs is to facilitate and support interoperability, NOT to force or regulate it.

Thus, the appropriate assertion is: Contract or grant awardees comply with contract or grant language, and that language requires IEPDs (and other MPDs), and their associated XML schema document sets and instance XML documents to *conform* to NIEM. (See **[NIEM Implementation Guidance]** which also outlines the general conformance rules.)

4. NIEM-aware or -supporting vs. NIEM-conformant

Systems, tools, and databases DO NOT and CANNOT conform to NIEM. Only XML schema documents and document sets, instance XML documents, and MPDs can conform to NIEM. For any other entity or artifact, NIEM conformance is undefined. Internal names, or usage of data, within a given system, tool, or database have absolutely no impact on the determination of NIEM conformance. Conformance is only about:

- XML schema document sets that conform to the **[NIEM NDR 3.0]**.
- Payload data encapsulated in instance XML documents that conform to the **[NIEM NDR 3.0]** and validate to a given NIEM schema document set.
- The metadata, documentation, ·conformance targets·, structure, and packaging of schema document sets in NIEM MPDs as defined in the **[NIEM MPD Specification 3.0]**, which addresses MPDs in general and more specifically IEPDs (In the future, other NIEM specifications will define the rules for releases, domain updates, core updates, and EIEMs.).

An XML schema document that copies, maps to, or uses the data component names of NIEM XML document schemas or the data components they contain without importing corresponding NIEM target namespaces does not conform to NIEM. Conforming to NIEM requires that an XML schema document reuse NIEM by importing through `xs:import` the target namespaces of NIEM reference schema documents or schema subset documents of NIEM reference schema documents.

A tool, system, or database may have capabilities designed to specifically support the development of NIEM-conformant IEPDs, or that may be part of a development environment that specifically supports the implementation of NIEM-conformant IEPDs, or that may be used to test or verify NIEM-conformance, etc. Also, a system may provide the capability to generate, send and receive, and/or process NIEM-conformant information exchanges. Such tools or systems are NOT considered NIEM-conformant, however, because they support conformance, they may be considered NIEM-aware or NIEM-supporting.

NIEM allows various extension methods to design and build additional XML data components that are not otherwise defined in NIEM. Tools that assist in the creation of such extensions may also be referred to as NIEM-aware or -supporting. However, implementers should be careful to avoid violating general conformance rules regarding duplication and consistency outlined above in Section 2, *Definition of NIEM conformance*, above.

5. Information sources for NIEM conformance

NIEM conformance means adherence to the following specifications:

- *NIEM Naming and Design Rules (NDR) 3.0* - The current normative reference for XML schema document set and instance XML document conformance to NIEM **[NIEM NDR 3.0]**.
- *NIEM Conformance Target Attribute Specification (CTAS) 3.0* - The current normative reference that specifies an XML attribute that may occur within XML documents to establish a claim that the document conforms to a set of conformance targets **[NIEM Conformance Targets Attribute Specification 3.0]**.
- *NIEM Model Package Description Specification 3.0* - The current normative reference for NIEM IEPDs and other MPD classes of schema document sets **[NIEM MPD Specification 3.0]**.
- *W3C XML Schema* - The normative reference for the XML Schema Definition Language **[W3C XML Schema]** used by NIEM.

Other useful non-normative documents and Web pages:

- *NIEM User Guide volume 1* - A guide to the use of NIEM for designing and developing IEPDs (older reference but still contains good information about the IEPDs and the process for building them).**[NIEM-UG]**.
- *NIEM Implementation Guide* - A Web page that describes NIEM conformance language for solicitations, contracts, and grants **[NIEM Implementation Guidance]**.

6. Benefits of IEPDs that conform to NIEM

There are several advantages to developing NIEM-conformant IEPDs, including:

- Semantic and structural consistency.
- A higher degree of data interoperability.
- Can be reused as-is or adapted in whole or part.
- Easy to work with because reference schema documents (and subset schemas derived from them) use a profile of **[W3C XML Schema]**, thus the number of acceptable XML Schema Definition (XSD) mechanisms in use is constrained.
- NIEM IEPDs can be built, modified, and reused with NIEM-aware reference tools **[NIEM-Tools]**, and with other existing and future tools **[NIEM-Tools-Catalog]** that follow the NIEM High-Level Tool Architecture **[NIEM-HLTA]**.
- Can be registered, stored, published, and shared in a repository.
- IEPDs can be extended when NIEM does not satisfy a data requirement.
- IEPDs can employ other XML standards natively through the NIEM adapter mechanism (See **[NIEM NDR 3.0]**).
- Can use the OMG NIEM-UML profile **[NIEM-UML]** with a UML modeling tool.
- Migration support exists if or when a NIEM IEPD must be updated to a later release version of NIEM **[NIEM-Tools]**.
- IEPD extension schemas can be mined and reviewed by governance bodies for potential additions to future NIEM releases (Core and domains). This is a simple way to identify and suggest new or modified common requirements for NIEM. (See **[NIEM-HLVA]**)
- NIEM PMO continues to encourage open and commercial tool support for NIEM IEPDs.

7. Suggestions to IEPD developers

Obviously, being as knowledgeable as possible with XML, NIEM, and its documentation is important. To help increase understanding of and skill in building NIEM-conformant IEPDs, developers are also encouraged to:

- Use NIEM-aware on-line reference tools **[NIEM-Tools]** provided by the NIEM PMO.
- Use NIEM-aware tools identified in the **[NIEM-Tools-Catalog]** and that follow the NIEM High-Level Tool Architecture **[NIEM-HLTA]**.
- Use (or reuse) methods and patterns from other NIEM-conformant schemas (e.g., use existing NIEM-conformant schema documents as templates).
- Adhere to the current **[NIEM NDR 3.0]** and **[NIEM MPD Specification 3.0]** Specification.
- Attend formal NIEM training; or complete NIEM on-line training **[NIEM-Training]**).
- Follow guidelines presented in formal NIEM training, in on-line training, and in the NIEM User Guide Volume 1 **[NIEM-UG]**.

Appendix A. References

[ISO-11179]: *ISO/IEC STANDARD 11179: Information Technology - Metadata registries (MDR)*, an ISO/IEC multipart standard. NIEM uses these parts: "Part 4 - Formulation of data definition (2004)", "Part 5 - Naming and identification principles (2005)". Available from `http://metadata-standards.org/11179/`

[ISO-Schematron]: *ISO/IEC STANDARD 19757-3: Information technology: Document Schema Definition Languages (DSDL) Part 3: Rule-based validation: Schematron.* (1 Jun 2006). ISO/IEC. Retrieved from `http://standards.iso.org/ittf/PubliclyAvailableStandards/c040833_ISO_IEC_19757-3_2006(E).zip`

[NIEM Conformance Targets Attribute Specification 3.0]: *NIEM Conformance Targets Attribute Specification, Version 3.0*, NIEM Technical Architecture Committee (NTAC), 31 July 2014. Available from `http://reference.niem.gov/niem/specification/conformance-targets-attribute/3.0/`

[NIEM NDR 3.0]: *NIEM Naming and Design Rules*, Version 3.0, NIEM Technical Architecture Committee (NTAC), 31 July 2014. Available from `http://reference.niem.gov/niem/specification/naming-and-design-rules/3.0/`

[NIEM-HLTA]: *NIEM High-Level Tool Architecture (HLTA)*, Version 1.1, NIEM Technical Architecture Committee (NTAC), 1 December 2008. Available from `http://reference.niem.gov/niem/specification/high-level-tool-architecture/1.1/`

[NIEM-HLVA]: *NIEM High-Level Version Architecture*, Version 1.0, NIEM Technical Architecture Committee (NTAC), 31 July 2008. Available from `http://reference.niem.gov/niem/specification/high-level-version-architecture/1.0/`

[NIEM Implementation Guidance]: "NIEM Implementation Guide", NIEM Program Management Office (PMO). Available from `https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx`

[NIEM MPD Specification 3.0]: *NIEM Model Package Description (MPD) Specification*, Version 3.0, NIEM Technical Architecture Committee (NTAC), 15 August 2014. Available from `http://reference.niem.gov/niem/specification/model-package-description/3.0/`

[NIEM-Tools]: NIEM Reference Tools, NIEM Program Management Office (PMO). Available from `http://tools.niem.gov/`

[NIEM-Training]: NIEM Training, NIEM Program Management Office (PMO). Available from `https://www.niem.gov/training/Pages/train.aspx`

[NIEM-UG]: *NIEM User Guide*, Volume 1, Bureau of Justice Assistance (BJA), 20 May 2008. Available from `http://reference.niem.gov/niem/guidance/user-guide/vol1/`

[NIEM-UML]: *NIEM-UML Profile*, Version 1.0, Object Management Group (OMG), 1 June 2014. Available through `http://reference.niem.gov/niem/specification/niem-uml/omg/1.0/`

[W3-EXI]: *Efficient XML Interchange (EXI) Format*, v1.0, World Wide Web Consortium (W3C), 10 March 2011. Available from `http://www.w3.org/TR/2011/REC-exi-`

20110310/

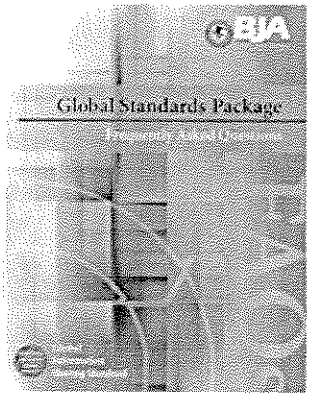
[W3C XML Schema]: *XML Schema Part 1: Structures Second Edition*, W3C Recommendation 28 October 2004. Available from http://www.w3.org/TR/2004/REC-xmlschema-1-20041028/

XML Schema Part 2: Datatypes Second Edition, W3C Recommendation 28 October 2004. Available from http://www.w3.org/TR/2004/REC-xmlschema-2-20041028/

[XML-Validators]: XML Schema validator examples: XSV http://www.w3.org/2001/03/webdata/xsv, XERCES http://xerces.apache.org/, Saxon http://www.saxonica.com/welcome/welcome.xml

[NIEM-Tools-Catalog]: NIEM Tools Catalog, NIEM Program Management Office (PMO). Available from https://www.niem.gov/tools-catalog/Pages/tools.aspx

Global Standards Package Grant Condition



GSP Frequently Asked Questions Guide

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. 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.

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

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) GUIDANCE

Overview
The National Environmental Policy Act (NEPA) of 1969 (Public Law 90-190; 42 U.S.C. § 4371 et seq.) established a national policy to promote the protection and enhancement of the environment. This policy was in response to the growing concerns about the ecological balance and preservation of wildlife in America while meeting the demands of a growing population. This national policy encourages productive harmony between human beings and their environment, promotes efforts to prevent or eliminate damage to the environment and biosphere, stimulates the health and welfare of human beings, and enriches the understanding of ecological systems. NEPA is the basic national charter for protection of the environment. It establishes policy, sets goals, and provides the means for carrying out the policy. NEPA requirements apply to any federal project, decision, or action, including grants, that might have a significant impact on the quality of the human environment.

Authorizing Legislation
National Environmental Policy Act of 1969, as amended at: http://www.epa.gov/compliance/nepa/

Applicable NEPA Regulations
The Department of Justice, Office of Justice Program procedures for the implementation of NEPA can be viewed at 28 CFR, Part 61. These regulations apply to all projects except those funded under the Violent Offender Incentive/Truth in Sentencing Act (VOI/TIS).

VOI/TIS correctional facility construction and renovation projects, including those funded under the Correctional Facilities on Tribal Lands Program, are subject to specific VOI/TIS regulations. They are at 28 CFR Part 91, pertaining to grants for correctional facilities. Please see www.ojp.usdoj.gov/BJA/grant/nepaimpact.pdf.

Who is required to act to ensure compliance with NEPA?
There are two major areas where NEPA requires action by BJA grantees:

1. Any BJA grantee with a project involving construction, expansion, renovation, facility planning, site selection, site preparation, and security or facility upgrades. The grantee must be in compliance with NEPA requirements during the initiation of the project-as part of planning, site selection, and site preparation. The BJA grantee must complete the NEPA process prior to actual construction, expansion, renovation, or remodeling (including security upgrades).
2. Any BJA grantee with a project involving the use of chemicals, including clandestine methamphetamine laboratory operations (such as clean up) and the use of chemicals in processing forensic evidence. For projects involving clean up of clandestine methamphetamine labs, BJA has already obtained a program-wide Environmental Assessment (EA). As a result, the grantee must only provide and get approval of a mitigation plan prior to moving forward with the project.

What steps must be taken to be compliant with NEPA?

1. Review your award package and especially any special conditions that provide specific instructions for NEPA compliance.
2. If BJA provides a categorical exclusion, you do not have to take any further action to be in compliance with NEPA.
3. If a categorical exclusion does not apply, prepare a preliminary Environmental Assessment (EA) and submit to the BJA NEPA Coordinator for approval. Provide additional information or clarification as requested.
4. BJA will review and determine whether a draft Finding of No Significant Impact (FONSI) is merited. If issued, provide 30 day public notice.
5. Respond to comments and submit to BJA NEPA Coordinator.
6. BJA will review and issue final FONSI and will issue approval to proceed.
7. If BJA determines that there will be significant impact, an Environmental Impact Statement (EIS) may be needed. BJA will work with the grantee to issue an EIS.

What is a Categorical Exclusion?
Categorical Exclusions may be available for some projects where the NEPA impact is minimal. They are defined by the regulations as: Categorical Exclusions for all projects except those funded under VOI/TIS are minor renovation projects that: (1) do not change the basic prior use of the facility; and (2) do not significantly change the size of the facility. Categorical Exclusions for all projects funded under VOI/TIS are:

1. **Minor renovations:** Projects for minor renovations within an existing facility, unless the renovation would impact a structure which is on the National Register of Historic Places, or is eligible for listing on the

register.

2. **Limited expansion:** Projects for the expansion of an existing facility or within an existing correctional complex, which does not add more than 50 beds or increase the capacity of the facility by more than 50 percent whichever is smaller. This exclusion does not apply to either a phased project that exceeds these numerical thresholds or projects to expand facilities that:
    1. Are located in a floodplain;
    2. Will affect a wetland;
    3. Will affect a facility on the National Register of Historic Places or that is eligible for listing on the register;
    4. Will affect a federally proposed or listed endangered or threatened species or its habitat;
    5. Is controversial for environmental reasons; or
    6. Would not be served by adequate sewage treatment, solid waste disposal, or water facilities.
3. **Expansion of support facilities:** Projects for the expansion of bed space within an existing facility (e.g., double bunking or conversion of non-cell space) which are using grant funds to expand or add support facilities, such as a kitchen, medical facilities, recreational space, or program space, to accommodate the increased number of inmates. This does not include projects to increase capacity for support facilities which might pose a threat to the environment, such as solid waste and waste water management, new roads, new or upgraded utilities coming into the facility, or prison industry programs that involve the use of chemicals and produce hazardous waste or water or air pollution.
4. **Security upgrades:** Security upgrades of an existing facility which are inside the existing perimeter fence or involve the upgrade of the existing perimeter fence. This exclusion does not include such upgrades as adding lethal fences or increasing height or lighting of a perimeter fence in a residential area or other areas sensitive to the visual impacts resulting from
5. **Privatization:** Projects that involve the leasing of bed space (which may include operational costs) from a facility operated by a private correctional corporation or that contract with a private correctional corporation for the operation of a state facility or program. This exclusion does not apply if the correctional agency has contracted with the private vendor to build the facility, operate the facility, or lease beds to the correctional agency using federal grant funds.
6. **Drug testing and treatment:** Projects that use grant funds to implement drug treatment, testing, sanctions, or interdiction programs.

Although these activities are excluded from environmental reviews under NEPA, they are not excluded from compliance with other applicable local, state, or federal environmental laws. In addition, an otherwise excluded activity loses its exclusion and is subject to environmental review if it either would be located within or potentially effect any of the following: a 100-year flood plain, a wetland, important farmland, a proposed or listed endangered or threatened species, a proposed or listed critical habitat, a property that is listed or eligible for listing on the National Register of Historic Places, an area within an approved State Coastal Zone Management Program, a coastal barrier or a portion of a barrier within the Coastal Barrier Resources System, a river or portion of a river included in or designated for potential addition to the Wild and Scenic Rivers System, a designated or proposed Wilderness Area, or a sole source aquifer recharge area designated by the Environmental Protection Agency (EPA). The resulting environmental review for those activities that lose their exclusion status shall focus on the factor or factors that caused the loss of the exclusion.

What is a Draft Environmental Assessment? (EA)

An EA is an assessment of the need for a project, or proposed action, alternatives to the project/action and the environmental impacts of the proposed and alternative action. The EA is designed to help public officials to make decisions that are based on an understanding of the human and physical environmental consequences of the proposed project and to take actions in the location and design of the project that protect, restore, and enhance the environment. The assessment becomes a concise public document that provides sufficient evidence and analysis for BJA to determine whether to issue a Finding of No Significant Impact (FONSI) or determines the need for an Environmental Impact Statement (EIS). Major renovation or expansion of an existing facility or construction of a new facility would require an environmental assessment, as well as projects involving the use of chemicals.

What is a Finding of No Significant Impact (FONSI)?

BJA reviews all documentation submitted for compliance with NEPA and makes a determination of whether to issue a FONSI, which permits the project to begin. This confirms reasonable alternatives and mitigation measures been considered and implemented where possible, including the costs and resources to operate the facility and that the project as presently conceived will have only insignificant impacts on identified areas of environmental concern.

What is an Environmental Impact Statement (EIS)?

An environmental assessment with a finding of a "significant environmental impact" determines the need for an EIS. The EIS will address the significant impact, the proposed action, alternatives to the proposed action, stress the major conclusions of the action, and all issues to be resolved. An EIS is usually required for proposed construction of a new facility, or expansion of an existing facility. An EIS is usually required for any proposal that is large, complex or controversial because of the nature of the possible environmental impacts. Guidance on how to compile the statement can be viewed in A Citizen's Guide to the NEPA.

What is a mitigation plan for projects involving Clandestine Methamphetamine Laboratory Operations?

Implementation of programs relating to clandestine methamphetamine laboratory operations, including their identification, seizure, or closure, require compliance with NEPA through the preparation of a detailed Mitigation Plan that outlines in detail plans to address the following terms and conditions:

1. The grantee shall ensure compliance by OJP-funded sub-grantees with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
2. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.
3. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special conditions in all sub grants:
    1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
    2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
    3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
    4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to
   - timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and
   - coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

Resources

A NEPA guidance manual is under development. For questions relating to NEPA, please contact the appropriate BJA State Policy Advisor.

Programmatic EA Checklist - Minor Renovation or Programmatic EA Checklist - Use of Chemicals

For additional information on the closure of Clandestine Methamphetamine Laboratory Operations, consult the Community Oriented Policing guide at www.cops.usdoj.gov.

A Citizen's Guide to the NEPA

Contact Information

Regional or Local Office: Coordinating with your state can avoid duplication of efforts in complying with both the federal NEPA laws, and any state NEPA laws. Contact your State Administering Agency.

BJA Contact:
Orbin Terry, NEPA Manager
810 Seventh Street, NW
Washington, DC 20531
Phone: 202-307-3134/1-866-859-2687
Fax: 202-305-1367
E-mail

U.S. Department of Justice, Office of Justice Programs, National Institute of Justice - NIJ.gov

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

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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

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) GUIDANCE

Overview
The National Environmental Policy Act (NEPA) of 1969 (Public Law 90-190; 42 U.S.C. § 4371 et seq.) established a national policy to promote the protection and enhancement of the environment. This policy was in response to the growing concerns about the ecological balance and preservation of wildlife in America while meeting the demands of a growing population. This national policy encourages productive harmony between human beings and their environment, promotes efforts to prevent or eliminate damage to the environment and biosphere, stimulates the health and welfare of human beings, and enriches the understanding of ecological systems. NEPA is the basic national charter for protection of the environment. It establishes policy, sets goals, and provides the means for carrying out the policy. NEPA requirements apply to any federal project, decision, or action, including grants, that might have a significant impact on the quality of the human environment.

Authorizing Legislation
National Environmental Policy Act of 1969, as amended at: http://www.epa.gov/compliance/nepa/

Applicable NEPA Regulations
The Department of Justice, Office of Justice Program procedures for the implementation of NEPA can be viewed at 28 CFR, Part 61. These regulations apply to all projects except those funded under the Violent Offender Incentive/Truth in Sentencing Act (VOI/TIS).

VOI/TIS correctional facility construction and renovation projects, including those funded under the Correctional Facilities on Tribal Lands Program, are subject to specific VOI/TIS regulations. They are at 28 CFR Part 91, pertaining to grants for correctional facilities. Please see www.ojp.usdoj.gov/BJA/grant/nepaimpact.pdf.

Who is required to act to ensure compliance with NEPA?
There are two major areas where NEPA requires action by BJA grantees:

1. Any BJA grantee with a project involving construction, expansion, renovation, facility planning, site selection, site preparation, and security or facility upgrades. The grantee must be in compliance with NEPA requirements during the initiation of the project-as part of planning, site selection, and site preparation. The BJA grantee must complete the NEPA process prior to actual construction, expansion, renovation, or remodeling (including security upgrades).
2. Any BJA grantee with a project involving the use of chemicals, including clandestine methamphetamine laboratory operations (such as clean up) and the use of chemicals in processing forensic evidence. For projects involving clean up of clandestine methamphetamine labs, BJA has already obtained a program-wide Environmental Assessment (EA). As a result, the grantee must only provide and get approval of a mitigation plan prior to moving forward with the project.

What steps must be taken to be compliant with NEPA?

1. Review your award package and especially any special conditions that provide specific instructions for NEPA compliance.
2. If BJA provides a categorical exclusion, you do not have to take any further action to be in compliance with NEPA.
3. If a categorical exclusion does not apply, prepare a preliminary Environmental Assessment (EA) and submit to the BJA NEPA Coordinator for approval. Provide additional information or clarification as requested.
4. BJA will review and determine whether a draft Finding of No Significant Impact (FONSI) is merited. If issued, provide 30 day public notice.
5. Respond to comments and submit to BJA NEPA Coordinator.
6. BJA will review and issue final FONSI and will issue approval to proceed.
7. If BJA determines that there will be significant impact, an Environmental Impact Statement (EIS) may be needed. BJA will work with the grantee to issue an EIS.

What is a Categorical Exclusion?
Categorical Exclusions may be available for some projects where the NEPA impact is minimal. They are defined by the regulations as: Categorical Exclusions for all projects except those funded under VOI/TIS are minor renovation projects that: (1) do not change the basic prior use of the facility; and (2) do not significantly change the size of the facility. Categorical Exclusions for all projects funded under VOI/TIS are:

1. **Minor renovations:** Projects for minor renovations within an existing facility, unless the renovation would impact a structure which is on the National Register of Historic Places, or is eligible for listing on the

register.

2. **Limited expansion:** Projects for the expansion of an existing facility or within an existing correctional complex, which does not add more than 50 beds or increase the capacity of the facility by more than 50 percent whichever is smaller. This exclusion does not apply to either a phased project that exceeds these numerical thresholds or projects to expand facilities that:
    1. Are located in a floodplain;
    2. Will affect a wetland;
    3. Will affect a facility on the National Register of Historic Places or that is eligible for listing on the register;
    4. Will affect a federally proposed or listed endangered or threatened species or its habitat;
    5. Is controversial for environmental reasons; or
    6. Would not be served by adequate sewage treatment, solid waste disposal, or water facilities.
3. **Expansion of support facilities:** Projects for the expansion of bed space within an existing facility (e.g., double bunking or conversion of non-cell space) which are using grant funds to expand or add support facilities, such as a kitchen, medical facilities, recreational space, or program space, to accommodate the increased number of inmates. This does not include projects to increase capacity for support facilities which might pose a threat to the environment, such as solid waste and waste water management, new roads, new or upgraded utilities coming into the facility, or prison industry programs that involve the use of chemicals and produce hazardous waste or water or air pollution.
4. **Security upgrades:** Security upgrades of an existing facility which are inside the existing perimeter fence or involve the upgrade of the existing perimeter fence. This exclusion does not include such upgrades as adding lethal fences or increasing height or lighting of a perimeter fence in a residential area or other areas sensitive to the visual impacts resulting from
5. **Privatization:** Projects that involve the leasing of bed space (which may include operational costs) from a facility operated by a private correctional corporation or that contract with a private correctional corporation for the operation of a state facility or program. This exclusion does not apply if the correctional agency has contracted with the private vendor to build the facility, operate the facility, or lease beds to the correctional agency using federal grant funds.
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    3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
    4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to
   - timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and
   - coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
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Resources

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For additional information on the closure of Clandestine Methamphetamine Laboratory Operations, consult the Community Oriented Policing guide at www.cops.usdoj.gov.

A Citizen's Guide to the NEPA

Contact Information

Regional or Local Office: Coordinating with your state can avoid duplication of efforts in complying with both the federal NEPA laws, and any state NEPA laws. Contact your State Administering Agency.

BJA Contact:
Orbin Terry, NEPA Manager
810 Seventh Street, NW
Washington, DC 20531
Phone: 202-307-3134/1-866-859-2687
Fax: 202-305-1367
E-mail

Puhara, Donna

From: no-reply@azcjc.gov
Sent: Friday, February 24, 2017 9:53 AM
To: Puhara, Donna
Subject: Drug, Gang, and Violent Crime Control Application, Prosecution for Gila County Drug, Gang and Violent Crimes Task Force Project, ID #5092

This is confirmation that an application has been submitted on Friday, February 24, 2017. To check the status of your application, return to the Grant Management System (http://www.azcjc.gov/grants/GMS2) and select 'Applications'. If you have any questions please contact Anna Haney at 602-364-1186 or email ahaney@azcjc.gov.

ACJC Grant Program:	Drug, Gang, and Violent Crime Control	
Period Title:	FY18 Cycle 31	
Project Title:	Prosecution for Gila County Drug, Gang and Violent Crimes Task Force	
Purpose Area:	P - Prosecution	
Is this a continuation request?	No	
Applicant Agency:	Agency Name:	Gila County Attorney's Office
	Department Name:	None
	Federal Tax ID:	86-6000-444
	DUNS Number:	148942451
	AFIS Vendor ID:	18660004440
	AFIS Mail Code:	400
Participating Agencies:	Gila County Attorney's Office in tandem with Gila County Drug, Gang and Violent Crimes Task Force	
Authorized Official:		Beauchamp, Bradley D (Gila County Attorney)
	Mailing Address:	1400 E. Ash Street Globe, Arizona 85501
	Email:	bbeauchamp@gilacountyaz.gov
	Phone:	928-402-8630
	Fax:	928-425-3720
	Agency:	Gila County Attorney's Office
	Department:	None
Project Official:		Beauchamp, Bradley D (Gila County Attorney)
	Mailing Address:	1400 E. Ash Street Globe, Arizona 85501
	Email:	bbeauchamp@gilacountyaz.gov
	Phone:	928-402-8630
	Fax:	928-425-3720
	Agency:	Gila County Attorney's Office
	Department:	None

Project Mission Statement
Response is limited to 1,500 characters, including spaces.

Enter narrative below:

Aggressive prosecution of all drug related offenses and violent crimes committed in Gila County, Arizona. As part of the strategy on curbing drug related offenses the Gila County Attorney's Office will file asset forfeiture actions when appropriate. Education and training for the Gila County Drug, Gang and Violent Crimes Task Force and other agencies has resulted in more effective filings on drug and violent crime cases and subsequent prosecution. Assistance is offered to community based and educational programs relating to the curbing of drug and violent crime offenses. In addition to coordination with the Gila County Drug, Gang and Violent Crimes Task Force, coordination with all law enforcement agencies within Gila County including the Globe Police Department, Miami, Police Department, Hayden Police Department, Hayden Police Department, Department of Public Safety, Tonto Apache Tribe and San Carlos Apache Tribe is a vital part of the commitment by the Gila County Attorney's Office to aggressively prosecute crime.

Problem Statement
Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Gila County is rural with a land area of 5,000 square miles, with the majority of the land in Gila County being publicly owned. In the past several marijuana grows have been discovered on publicly owned land which is very difficult to access resulting in eradication projects which have proven successful. Gila County has a population of approximately 50,000 full-time residents with the population of the northern part of the county increasing by approximately 20 percent during the summer months with no increase of law enforcement personnel. Two large casinos located in Gila County have steadily increased the transient population. The San Carlos Apache Tribal Police and Tonto Apache Police have had a 15 percent increase of drug offenses committed by non-tribal members. The majority of crimes committed by non-tribal member occur on casino property and these crimes are prosecuted by the Gila County Attorney's Office in Gila County courts. The highways in Gila County are major thoroughfares bisecting the State. The major possession for sale and transportation drug offenses are being committed by persons moving drugs from state to state. Drug and violent crime cases require the involvement of the Gila County Attorney's Office in 20 percent of the cases prior to the charging stage. The assistance of the Gila County Attorney's office in investigations is necessary because most Gila County law enforcement agencies are short staffed and are unable to complete follow-up and witness interviews necessary prior to charging these cases. The Gila County Attorney's Office reviewed for charging more than 500 drug offenses in the past year. In the past three years there has been an increase of 30 percent on heroin offenses, particularly in the northern portion of Gila County. There has also been an increase of 10 percent in methamphetamine offenses in the past two years. With an increase of drug offenses, there is an increase of other crime, as thefts and burglary are often a means to obtain the funds for purchase of drugs.

Project Summary
Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important, and how it is unique. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Prosecution of drug and violent crimes is the main objective of this project. One full-time prosecutor is funded by this grant. Prosecution of criminal cases serves the entire population of Gila County by reducing drug use and other drug related crimes. Additional Gila County Attorney staff provides services necessary for prosecution, the implementation and completion of asset forfeiture, training, public, education and drug awareness. Monies obtained from asset forfeitures provide funds to all Gila County law enforcement which may not otherwise be available for the purchase of equipment necessary in the furtherance of crime reduction. Additionally, several Gila County Attorney employees, not funded through this project, are part of our drug and/or violent crime prosecution team. For example, Globe and Payson staff members assist in prosecution of felonies, misdemeanor and juvenile drug and violent crimes with investigative staff assisting agencies in preparation of search warrants and, interviewing witnesses, cell phone extractions and general preparation of cases. In addition to coordination with the Gila County Drug, Gang and Violent Crimes Task Force, coordination with the Tonto Apache Tribe and San Carlos Apache Tribe and local law enforcement agencies is a vital part of efforts to curb drug use and other drug related and violent crimes in Gila County.

Sustainability Plan: Each year the Gila County Attorney's Office advises the County Manager that grant funds may not be available or that grant requests may not be funded fully. The daily operations of the Gila County Attorney's Office, which includes the tandem prosecution for the Gila County Drug, Gang and Violent Crimes Task Force, will continue in the absence of grant funding. Gila County's General Fund would be the source of funds to continue prosecution efforts.

Project Collaboration
Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

The Gila County Drug, Gang and Violent Crimes Task Force and the Tandem Prosecution Project of the Gila County Attorney's Office have a strong collaborative relationship with all Gila County law enforcement agencies which include: Hayden Police Department, Miami Police Department, Globe Police Department, Arizona Department of Public Safety, San Carlos Tribal Police, Tonto Apache Tribal Police, Payson Police Department and the Gila County Sheriff's Office. The Gila County Attorney's Office prosecutes all crimes in Gila County with the exception of some misdemeanor violations prosecuted by the Payson Town Attorney and crimes committed on the reservation by Native Americans which are prosecuted federally. The Gila County Attorney's Office is currently working with the Globe Police Department to establish their own drug enforcement team. Asset forfeiture actions are handled by the Gila County Attorney's Office for these same agencies. The Gila County Attorney's Office is working extensively in concert with the Gila County Meth Coalition and with Gila County Schools on educating students about drug abuse. The Gila County Attorney's Office also works with the Gila Advocacy Program, the Arizona Department of Economic Security Child Protective Services, the Gila/Pinal Elder Abuse Council and the Arizona Attorney General's Office in the furtherance of prosecution of violent crimes.

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

The Gila County Attorney's Office partnered with the City of Globe Police Department, Gila County Drug, Gang and Violent Crimes Task Force and Arizona DOC parole officers by Gila County Attorney detectives and attorneys assisting with investigation strategy, drafting and preparation of search warrants which resulted in four arrests and the seizure of significant amouts of methamphetamine, marijuana and drug paraphernallia.

Evaluation Plan
How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Effectiveness of the program activities will be evaluated by the number of drug and violent crime cases charged and the number of case assists. The number of crimes charged and the number of convictions will indicate the effectiveness of prosecution. The number of successful asset forfeiture cases will indicate the effectiveness of the asset forfeiture program. Statistical data will be tracked using a combination of the Gila County Attorney's case management system and a hand-counted tally. Data will be evaluated on a quarterly basis and adjustments made to charging and/or prosecutorial strategy depending on how goals and objectives have been met during the previous quarter.

Goal: To enhance the pursuit of justice for drug, gang and violent crimes in an equitable, unprejudiced and expeditious manner

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Prosecute drug-related crimes	%	375	Number of drug-related case referrals received

	%	20	Number of drug-related cases declined for prosecution
	%	45	Number of drug related cases deferred to a diversion program
	%	15	Number of drug-related cases dismissed
	%	290	Number of drug-related cases resulting in conviction
	%	5	Number of drug-related cases resulting in acquittal

Goal: Strengthen collaborative partnerships between federal, state and local law enforcement and prosecutorial agencies

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Conduct coordination or collaboration activities with other agencies	%	70	Number of drug-related law enforcement investigation assists including cell phone extractions and search warrant assists
	%	200	Number of meetings with law enforcement agencies related to case preparation, case processing, testimony, hearings and/or trials
	%	12	Number of trainings or briefings offered to law enforcement personnel from prosecutors
	%	4	Number of trainings/briefings offered by law enforcement and attended by prosecution staff

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Personnel
Enter narrative below:

One full-time prosecutor to work in tandem with the Gila County Task Force. Gila County does not have a detailed job description specific to this position as all Deputy Gila County Attorneys are grouped under the same job title and description. Request for salary and ere, with the exception of insurance costs, have been increased by 3% to cover costs of living increases anticipated by the County for FY18.

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Deputy Gila County Attorney	1	$60,576.00	$60,576.00	32.3%	$19,566.05	$80,142.05
						Salary Subtotal: $60,576.00
						ERE Subtotal: $19,566.00
						Total: $80,142.00

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
						Wages Subtotal: $0.00
						ERE Subtotal: $0.00
						Total: $0.00

ERE Breakdown

Enter narrative below:

Social Security	$3809
Medicare	$ 865
Retirement	$6927
Medical Insurance	$7848
Workman's Comp.	$ 95

Consultant/Contractual Services
Enter narrative below:

Not applicable

Expense Type	Hours	Rate	Total
			Total: $0.00

Travel (In State)
Enter narrative below:

Not applicable

Expense Type	Units	Amount	Total
			Total: $0.00

Travel (Out of State)
Enter narrative below:

Not applicable

Expense Type	Units	Amount	Total
			Total: $0.00

Confidential Funds
Enter narrative below:

Not applicable

Expense Type	Amount	Total
		Total: $0.00

Other Operating Expenses
Enter narrative below:

Not applicable

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: $0.00
				Registration/Training Subtotal: $0.00
				Other Subtotal: $0.00
				Total: $0.00

Equipment Purchases
Enter narrative below:

Not applicable

Expense Type	Type	Quantity	Each	Total
				Capital Subtotal: $0.00
				Non-Capital Subtotal: $0.00
				Total: $0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.
Matching funds will be provided by the Gila County General Fund.

Total Project Cost
State: $28,050.00 Federal: $32,057.00 Match: $20,035.00 Grand Total: $80,142.00

Financial Capacity

Will ACJC funds be used as matching funds for other grant program(s)? No
If yes, please list the name(s) of the grant program and funding agency.

Audit Requirements
Provide the date of your last financial audit (A-133 or independent audit).
6/30/2013

Did the audit result in finding listed in the Schedule of Findings and Questioned Costs?
No

Policies & Procedures
Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?
Yes

Does the organization maintain written codes of conduct for employees?
Yes

Does the organization maintain written procurement policies and procedures?
Yes

Accounting System
Is there a separate account maintained for grant funds?
Yes

How frequently does posting to the General Ledger occur?
Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?
Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?
Yes

Internal Controls
Are time and effort distribution reports maintained for employees working fully or partially on grant programs and account for 100% of each employee's time?
Yes

Are employee time sheets supported by appropriately approved/signed documents?
Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?
Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?
Yes

Are all accounting entries and payments supported by source documentation?
Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?
Yes

Are the officials of the agency bonded or covered by a liability policy?
Yes

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:
Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

Max size per upload 10MB.

2013 A-133 SingleAudit.pdf

Special Conditions

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 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). 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.

3. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

4. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.

5. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.

6. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Grant funds shall be used to reduce drug crimes in support of the Arizona 2016-2019 Drug, Gang, and Violent Crime Control State Strategy.

☑ On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

ARF-4473 **Consent Agenda Item 5. D.**

Regular BOS Meeting

Meeting Date: 08/08/2017
Submitted For: Adam Shepherd, Sheriff
Submitted By: Debra Williams, 911 Coordinator
Department: Sheriff's Office

Information

Request/Subject

Amendment No. One to the CenturyLink® 9-1-1 Agreement for Next Generation Management Services.

Background Information

In November 2016, an agreement between the Gila County Sheriff's Office and CenturyLink® for Next Generation 9-1-1 Managed Services was approved by the Board of Supervisors. As the turn up date for the transition from analog to digital 9-1-1 in Gila County gets closer (October 5, 2017), CenturyLink® had identified items in the original agreement that need to be added or amended. Descriptions follow in the evaluation section.

Evaluation

1. New Section 4.1 CPI Adjustment: the impact of this additional section defines the parameters allowing CenturyLink® to present CPI (Customer Price Index) adjustments to the customer and the options for the customer to accept or reject an adjustment. At this time, CPI is payable through an annual operational budget authorized by the state legislature and managed through the Arizona Department of Administration 9-1-1 Program. As the CenturyLink® customer, Gila County Sheriff's Office will work with the state 9-1-1 Program Manager and CenturyLink® for consensus on any action or proposed action related to this amendment.

2. Section 12.1 Legal Notices: An updated address for all legal notices sent to CenturyLink®.

3. Section 3.1 Miscellaneous: Defines the effective date of this amendment.

Conclusion

At this time the changes proposed in Amendment No. One have no immediate operational or financial impact the the original agreement.

Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the Chairman's signature on Amendment No. One to the CenturyLink® 9-1-1 Agreement for Next Generation Management Services.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. One to the CenturyLink® 9-1-1 Agreement for Next Generation Management Services for the purpose of possible rate adjustments, update address for legal notices, and defining the effective date of this document.

Attachments

CPI Amendment

Master Agreement

AMENDMENT TO
CENTURYLINK® 9-1-1 AGREEMENT

THIS AMENDMENT NO. One (this "Amendment") by and between **CenturyLink Sales Solutions, Inc.,** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing Services ("CenturyLink") and **Gila County Sheriff's Office** ("Customer"), hereby amends the CenturyLink 9-1-1 Agreement, Content ID: 1061697, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

CenturyLink and Customer wish to amend the Agreement as follows:

1. A new Section 4.1, CPI Adjustment, shall be added to the Agreement as follows:

CPI Adjustment. CenturyLink may present Customer with a detailed quote representing a CPI adjustment to the rates and charges for Services. Customer will consider such CPI adjustment to the rates and charges for the Services; provided, however, that the CPI adjustment shall not exceed two percent (2%) per annum or the actual change in CPI since the original Effective Date of the Agreement or last CPI adjustment (as applicable), whichever is less. Customer may either accept the CPI adjustment, as agreed upon by the Parties, or terminate the Agreement in accordance with Section 2 or Section 3. The first CPI adjustment, if any, shall take effect at the conclusion of the Initial Term. The first CPI adjustment, and each CPI adjustment thereafter, shall establish the rates and charges for Services, as described within the applicable quote, for a minimum period of five (5) years (each a "CPI Adjustment Period"). CenturyLink may present Customer with a detailed quote for a CPI adjustment in accordance with this Section at the conclusion of each CPI Adjustment Period. Nothing in this Section 4.1 shall affect either Party's termination rights under the Agreement during a CPI Adjustment Period. For the purposes of this Section, "CPI" shall mean the Consumer Price Index – All Items for All Urban Consumers, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

2. The first sentence of Section 12.1, Legal Notices, shall be deleted in its entirety and replaced with the following:

All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

3. Miscellaneous.

3.1 This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink's electronic signature process for the Agreement is acceptable.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

CUSTOMER: GILA COUNTY SHERIFF'S OFFICE

Authorized Signature

Tommie C. Martin
Chairman, Board of Supervisors

Date

ATTEST:

Authorized Signature

Marian E. Sheppard
Clerk of the Board

Date

APPROVED AS TO FORM:

Authorized Signature

Jefferson R. Dalton
Deputy Gila County Attorney, Civil Bureau Chief

Date

CENTURYLINK SALES SOLUTIONS, INC.

Authorized Signature

Name Typed or Printed
Manager – Offer Management
Title

Date

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CENTURYLINK® 9-1-1 AGREEMENT

This CenturyLink 9-1-1 Agreement ("Agreement") is between CenturyLink Sales Solutions, Inc., as contracting agent on behalf of the applicable CenturyLink affiliated entities providing Services ("CenturyLink") and Gila County Sheriff's Office ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **February 28, 2017** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

Gila County	**CENTURYLINK SALES SOLUTIONS, INC.**
	DocuSigned by: Jacob Darfler
Authorized Signature	Authorized Signature Jacob Darfler
Name Typed or Printed **Michael A. Pastor**	Name Typed or Printed Manager – Offer Management
Title **Chairman, Board of Supervisors**	Title 11/8/2016
Date **November 15, 2016**	Date

Customer's address for notices:
Gila County Sheriff's Office
Attn: 9-1-1 Coordinator
P.O. Box 311
Globe, AZ 85502
Customer's facsimile number (if applicable): **928-402-1060**
Person designated for notices: **Debra L. Williams, 9-1-1 Coordinator**

1. Services. Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. Additional Service Exhibits will only be added to this Agreement by amendment during the Initial Term. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. Services are purchased under this Agreement at the rates and charges in effect at the time of the addition(s) by an Order Form signed by authorized representatives of both parties. All Services will be coterminous with the Agreement.

- **CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER ATTACHMENT**
- **CENTURYLINK NEXT GENERATION 9-1-1 SERVICE EXHIBIT**
- **CENTURYLINK WEST HOSTED VIPER SERVICE EXHIBIT**
- **DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**
- **LOCAL ACCESS SERVICE EXHIBIT**
- **DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT**
- **CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**
- **ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM**

2. Term. Customer selects the following "Initial Term" of the Agreement: 60 months; code 600055.The Agreement begins on the Effective Date and the Initial Term begins on the Start of Service Date. Renewals require a new agreement between the parties. The parties agree to negotiate a new agreement 90 days prior to the conclusion of the Term. At the end of the Initial Term, if Customer continues to use Services after the parties fail to negotiate a new Agreement, the Agreement will continue on a month to month basis ("Extension Term") until either party provides 30 calendar days' notice to terminate the Agreement and CenturyLink may increase the Service rates at the end of the Initial Term, upon at least sixty (60) calendar days prior written notice, provided that the foregoing shall not restrict any increases based on Regulatory Activity. The Initial Term and each Extension Term are referred to as the "Term."

3. Termination.

3.1 Service. Either party may terminate an individual Service that is not purchased as part of a bundled Service offering: (a) in accordance with the individual Service Exhibit's term requirements with 60 calendar days' prior written notice to the other party (or 30 calendar days notice if during the Extension Term), or (b) for Cause. If Service is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges. "Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 calendar days after written notice (unless a different notice period is specified in this Agreement). "Convenience" means any reason other than for Cause.

3.2 Agreement. Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 calendar days prior to the expiration of the then current Term (or 30 calendar days notice if during the Extension Term) or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has

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Cause to terminate all or substantially all of the Services under the Service Exhibit or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

3.3 Unpaid Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

4. Rates and Charges. Services will receive the applicable rates specified in a Bundle Offer Attachment, Service Exhibit, Attachment to a Service Exhibit, Order Form or SOW for the duration of the Initial Term. Notwithstanding anything to the contrary in a Service Exhibit, Order Form or SOW, CenturyLink may modify rates and charges after the Initial Term if the Agreement continues on a month to month basis and Customer receives Services. CenturyLink reserves the right to revise rates if Regulatory Activity affects the cost of providing Service. CenturyLink also reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 calendar days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. Provision of Service under this Agreement may involve Independent Providers. Charges for Service only include Service provided within CenturyLink Territory up to the meet point of the Independent Provider. Other charges which involve work performed by the Independent Provider will be in addition to CenturyLink's charges and will be negotiated separately between Customer and the Independent Provider. "CenturyLink Territory" means CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. "Independent Providers" means telephone companies, Incumbent Local Exchange Carriers ("ILECs"), means Competitive Local Exchange Carriers ("CLECs"), or other communications service providers, (i.e., wireless carriers and/or interconnected VoIP providers).

5. Billing and Payment. CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 45 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 0.66% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. "Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. CenturyLink may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

6. Confidentiality; Publicity. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. The parties understand and agree that subscriber information may be considered to be Confidential Information under state or federal laws or regulations, and there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information. Subscriber Information contains names, address and telephone numbers of telecommunication service subscribers, including published and non-listed telephone service. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services. Confidential Information may include CenturyLink end user information that consists of names, addresses and telephone numbers of telephone service subscribers of CenturyLink and of other service providers (to the extent the information has been provided to CenturyLink for inclusion in CenturyLink's 9-1-1/E9-1-1 database), including non-published and non-listed telephone service. The parties understand that the use of CenturyLink end user information involves certain duties and responsibilities imposed by law or Tariff with regard to the use and distribution of such information. CenturyLink end user information will be provided to Customer on a call-by-call basis and will be used by Customer only for the purpose of responding to 9-1-1 emergency calls. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

7. Limitation of Liability.

7.1 General. NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH

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CLAIM WILL NOT EXCEED THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF THIS SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF $50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE PERIOD OF TIME THAT THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. This limitation of liability will not apply to Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and Cancellation Charges). IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).

7.2 Personal Injury; Death; Property Damages. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

8. No Warranties. CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. NO GUARANTEES ARE PROVIDED FOR THIS SERVICE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

9. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its annual budget request to the State of Arizona from the Arizona Department of Administration 9-1-1 Program appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

10. Governing Law; Dispute Resolution.

10.1 Billing Disputes. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

10.2 Governing Law; Forum. The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties. "State" means one of the 50 states of the United States or the District of Columbia.

10.3 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

10.4 Limitations Period. Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

11. HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

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12. Notices.

12.1 Legal Notices. All Legal notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax#: 888-778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in CenturyLink's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

12.2 Termination Notices. Customer's notice of termination for Services must be sent via mail, facsimile or e-mail to Carlos Simmonds, 20 E. Thomas Rd., Phoenix, AZ 85012; e-mail: carlos.simmonds@centurylink.com; Fax#: 602-279-5250, and mail or fax a copy to the Legal Department, as outlined in 12.1 above. Such termination is effective 30 calendar days after CenturyLink's receipt of the notice, unless a longer period is otherwise required.

13. Installation, Maintenance and Repair. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form. Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury. Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

14. General. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws. CenturyLink may change features or functions of its Services; for material changes, CenturyLink will provide 30 calendar days prior written notice, but may provide a different notice period if the change is based upon Regulatory Activity or Tariff provisions. The Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: Bundle Offer Attachment, Service Exhibit, the Agreement, Order Form, SOW and CenturyLink records. If Services are provided pursuant to a Tariff as described in the applicable Service Exhibit, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, Order Form, SOW and CenturyLink records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

15. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction, including, but not limited to, Federal Communication Commission, or State public utility commission, rules, regulations, or requirements, applicable to 9-1-1 Service Providers that increase the costs to provide services to Customers.

"SOW" means a statement of work attached hereto or referenced in this Agreement.

"Start of Service Date" means the date CenturyLink notifies Customer that a Managed ESInet Bundle to be provided under this Agreement is provisioned and ready for use by Customer. The parties will document the Start of Service Date by the Customer issuing a "Certificate of Start of Service" in the form attached to this Agreement.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

16. State of Arizona Statues Mandatory Provisions.

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16.1 No Boycott of Israel Certification: CenturyLink 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 CenturyLink may result in action by Gila County up to and including termination of this Agreement.

16.2 Cancelation under Conflict of Interest: This contract is subject to cancellation for conflict of interest under A.R.S. § 38-511 which is incorporated in this contract the same as if set forth in the contract.

16.3 Immigration: Pursuant to A.R.S. § 41-4401, CenturyLink hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If CenturyLink 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. Gila County retains the legal right to inspect the papers of CenturyLink, and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty. Gila County shall give CenturyLink notice three days in advance of such inspection. Such inspection shall be conducted during normal business hours and upon a reasonable and mutually agreeable time and date-. However, if the date and time are not agreed to within ten days from the notice, then Gila County will have the right to specify the date and time., Such inspection may occur only once per calendar year unless there is reasonable cause to believe CenturyLink in not complying with the warranty.

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CENTURYLINK® 9-1-1 AGREEMENT
CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER ATTACHMENT

This CenturyLink Managed NG9-1-1 ESInet Bundle offer attachment ("Attachment") is subject in all respects to CenturyLink 9-1-1 Agreement ("Agreement") and applicable Service Exhibits between Customer and CenturyLink, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or other Service Exhibit.

1. Scope. Customer may purchase the Managed NG9-1-1 ESInet solution ("Managed ESInet Bundle") under this Attachment. "Managed ESInet Bundle" is a combination of the CenturyLink Next Generation ("NG") 9-1-1 Service, CenturyLink MPLS IQ Private Port, Local Access Service, Managed VIPER Call Handling Service, Statements of Work and Service Guides.

2. Eligibility and Restrictions. Customer will receive all of the applicable Service elements in the Managed ESInet Bundle by placing an Order for a 60 month Term, with the Term commencing on the Start of Service Date. The following subsections of Section 2 describe what is included and excluded from the Managed ESInet Bundle.

2.1. CenturyLink Next Generation (Next Gen) 9-1-1 Routing Service. "Next Gen 9-1-1 Routing Service" means a specialized managed network for processing 9-1-1 calls from both traditional voice and non-traditional voice and data networks, as further described on the CenturyLink Next Generation 9-1-1 Service Exhibit to the Agreement. The Next Gen 9-1-1 Routing Service for the Managed ESInet Bundle includes Location Data Management, 9-1-1 Routing, and i3 Routing enabled by the i3 functional elements described in Section 10.6 of the CenturyLink NG9-1-1 with Managed 9-1-1 CPE Technical Document. Next Generation 9-1-1 Routing Service requires the input of selective routing database (SRDB) updates from the database management system. The Next Generation i3 Routing Service requires the input of geospatial data from the Emergency Call Routing Function (ECRF) and routing rules from the Policy Routing Function (PRF).

2.2 IQ MPLS Private Ports and Local Access. CenturyLink will provide IQ MPLS Private Ports and Local Access (as described on Service Exhibits to this Agreement, and collectively "IP Connectivity") between the Next Gen 9-1-1 Routing Service and the Customer's location. All equipment related to IP Connectivity and deployed at the Customer location to support Managed ESInet Bundle will be owned and supplied by CenturyLink during the Term of the Agreement. The IP Connectivity will meet the following requirements:

- QoS IP "Backbone Prioritization" to allow the management of the prioritization of 9-1-1 voice/data/OAM network traffic.
- Industry standard P.01 grade of service. CenturyLink will apply the P.01 standard over the supplied IP Connectivity.
- CenturyLink will provide card level mapping when orders for circuits are placed. CenturyLink will use commercially reasonable efforts to disclose any single points of failure that may exist in the IP Connectivity due to network convergence for IP Connectivity.
- Monitor and Notification. CenturyLink will monitor MPLS IQ Private Port devices 24x7x365 for up/down status and notify Customer of faults.
- Local Access Services is included, however, Local Access Services will not be provided on a redundant or diverse basis unless expressly stated in this Agreement or an Order for Service.
- IP Connectivity bandwidth for Customer will be provided to be sufficient for purposes of managing the data transport needs of customer based on the then existing Managed ESInet Bundle.
- If Customer desires to purchase additional or upgrade applications or services, CenturyLink may require that Customer purchase additional IP Connectivity in order to meet bandwidth requirements for the new applications or services.
- In certain instances, limitations of existing Local Access facilities may require upgrades to facilities into Customer's location in order to accommodate additional bandwidth. CenturyLink may require that Customer pay non-recurring special construction charges in order to upgrade facilities into Customer's location.

2.3 Managed VIPER Call Handling Service. The Managed VIPER Call Handling Service manages the call processing and delivery of 9-1-1 calls and ALI/ANI information to a call taker position at the Customer location in conjunction with the other Managed ESInet Bundle Services, as described on the CenturyLink West Hosted Viper Service Exhibit. The Managed VIPER Call Handling Service includes West VIPER Call Handling equipment in a hosted environment, and managing core software including:

- VIPER hosted systems
- Power 911 hosted systems
- Power MIS hosted systems
- MapFlex 9-1-1
- Power 911 workstations at the PSAP

The Managed VIPER Call Handling Service will be provided during the Term that Customer purchases the Managed ESINet Bundle. CenturyLink or its vendors own all of the equipment and software related to the Managed VIPER Call Handling Service and only provides the services to customer on a licensed basis. Additional services may be provided subject to Statements of Work or Service Guides referenced in the CenturyLink West Hosted Viper Service Exhibit.

The features and functionality being purchased by Customer as of the Effective Date of this Agreement are listed in Section 2 of the CenturyLink West Hosted Viper Service Exhibit. This Managed ESInet Bundle, as currently designed, will only deliver voice 9-1-1 requests for assistance from Wireline, Wireless, and VoIP telephone devices. Future functionality, such as, the delivery of pictures and

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video (Media Services) are not included. Text-to 911 may be available through a separate agreement, subject to CenturyLink approval. Any other services not explicitly defined in this agreement are not available.

2.4 Network Diversity Services. The following Network Diversity Services, as more fully described on the Domestic Network Diversity Service Exhibit, are included in the Managed ESInet Bundle:

- Domestic Private Line Diversity Service. Diverse IQ MPLS Private Port connectivity, subject to the availability of existing facilities.
- Optical Wavelength Diversity Service
- Networking Diversity Service

Local Access Diversity Service is included if Customer already has diverse Local Access Services into the Customer location as of the Effective Date of the Agreement. If Local Access Diversity Service does not currently exist at the Customer location, it may be available for Customer, subject to additional charges, including, but not limited to, special construction charges. In some instances, the Local Access Diversity Service may share common network facilities, infrastructure, or buildings with the primary circuit.

2.5 Service Level Agreements. The document CenturyLink NG9-1-1 with Managed 9-1-1 CPE Service Level Agreements, October 2, 2015 (the "Service Level Agreements") is attached to the Agreement and incorporated by reference. The Service Level Agreements state the goals for CenturyLink to provide and manage the Services that make up the Managed ESInet Bundle. For purposes of the Managed ESInet Bundle, the Service Level Agreements apply instead of any standard service level agreements or other SLAs that are referenced in any Service Exhibit to the Agreement for Services that are part of the Managed ESInet Bundle.

2.6 Security. CenturyLink will take commercially reasonable efforts to protect the Services that compromise the Managed ESInet Bundle from security threats, however, because the Services, and certain monitoring features, utilize Internet protocols, CenturyLink makes no express or implied warranty that the Services will be protected from malicious attacks, including but not limited to, denial of service attacks, trojans, viruses, worms and that other malicious attacks will never reach Customer's Services. The Managed ESInet Bundle does not include security analytics, penetration testing, compliance, mitigation or remediation unless Customer elects to purchase additional services separately, which may be available from CenturyLink subject to CenturyLink approval.

2.7 Upgrade. During a Service Term, Customer may upgrade its Managed ESInet Bundle ("Upgrade"), if upgrade features, functionality, or other portions of the bundle are made available by CenturyLink. An Upgrade of one portion of the Managed ESInet Bundle may require upgrades of other aspects of the bundle. CenturyLink is not required to provide any upgrades in features of functionality during the term of this Agreement, except as expressly stated in this Agreement. CenturyLink may require a revised Term with any potential Upgrades.

3. Pricing. Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Managed ESInet Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Managed ESInet Bundle ordered by Customer. CenturyLink will not waive any Local Access ancillary charges, including Construction charges, as applicable. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

3.1 If Customer wishes to order a new Managed ESInet Bundle or modify an existing Managed ESInet Bundle as an Upgrade, Customer and CenturyLink must enter into a separate written amendment to this Agreement.

3.2 Managed ESInet Bundle Pricing. The Managed ESInet Bundle Port MRC includes the MRCs for the Managed ESInet Bundle Port that is provided as a Service during the Term. CenturyLink will waive End-to-End Performance Reporting MRCs. The Managed ESInet Bundle pricing is exclusive of, and may not be combined with any other current offers, promotions, or discounts that may apply to any portion of the bundle. After the Service Term for a Managed ESInet Bundle expires, CenturyLink may modify pricing for the Managed ESInet Bundle. Upgrades and additional Managed ESInet Bundle orders after an initial order may be subject to then-current Managed ESInet Bundle pricing or negotiated between the parties thru an amendment. Additional Services that are described in this Agreement but not included in the Managed ESInet Bundle may be purchased by Customer separately by a separate Order or by an amendment to this Agreement.

3.3 Local Access Pricing. Local Access rates (not included in the Bundle) are in a quote, if available.

3.4 Upgrade NRC. Customer must be required to pay applicable NRC's for any Upgrade.

4. Term; Cancellation.

4.1 Term. The term of an individual Managed ESInet Bundle begins on the Start of Service Date and will continue for the number of months as specified in Customer's order for a Managed ESInet Bundle ("Service Term"), per individual PSAP location. The Service Term is indicated in the quote or the pricing table in Addendum A.

4.2 In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at the Start of Service Date, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (a) commence with regular monthly billing for the

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subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, termination charges may apply.

4.3 Customer and CenturyLink agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of the Agreement. Renewals will require a new Agreement.

4.4 Customer may enter into a new service agreement upon agreement of CenturyLink that establishes a greater available term period for the Managed ESInet Bundle without incurring non-recurring or termination charges.

4.5 Cancellation. Upon cancellation of a Managed ESInet Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed ESInet Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed ESInet Bundle Cancellation Charge equal to: (i) 100% of the Managed ESInet Bundle's MRC multiplied by (1) the number of 9-1-1 Call Taker Positions, and (2) the number of months remaining in the initial 60 months of the Service Term, if any; plus the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If at the time that Customer terminates 9-1-1 Call Taker Positions, CenturyLink and another PSAP execute an amendment to add the same number of 9-1-1 Call Taker Positions to the other PSAP's agreement with CenturyLink, CenturyLink will, in good faith, waive the Cancellation Charges, subject to reasonable move charges and the parties reaching a mutually acceptable amendment, which may include an extension of the term of the Agreement with the surviving PSAP. In all instances, any applicable Local Access Cancellation Charges will apply.

5. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Managed ESInet Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Bundle Offer Attachment, the Service Exhibits, and the Agreement. This Attachment and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

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CENTURYLINK® 9-1-1 AGREEMENT
CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER ATTACHMENT

ADDENDUM A
CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE PRICING

1. Monthly Recurring Charges; Non-Recurring Charges.

1.1 Customer will pay the rates for all Service monthly recurring rate elements ("MRC") as shown below or as otherwise chargeable, as applicable. The amounts stated below are exclusive of Taxes, which will be separately invoiced, as applicable, for any sub-elements of the MRC, including any applicable Arizona Transaction Privilege Tax. The MRC applies to each 9-1-1 call taker position for each Customer location ("9-1-1 Call Taker Position").

Description	Monthly Recurring Charge (MRC)	Nonrecurring Charge (NRC)
ALI, i3 Core components, IP Selective Routing and IP Transport Services (NG91-1 ESInet Service)*	$800 per 9-1-1 Call Taker Position	$0
Hosted Viper Call Handling Service	$1200 per 9-1-1 Call Taker Position	$10,727 per Customer location

1.2 Implementation Non-Recurring Charge. In addition to the MRC and NRC amounts above, upon receipt of Customer's Order for the Managed ESInet Bundle, CenturyLink will invoice Customer a non-recurring charge ("Implementation NRC") in the amount of $0.00 in consideration of CenturyLink implementing the Managed ESInet Bundle. The Implementation NRC will be subject to Taxes as separately stated on the invoice, including Arizona Transaction Privilege Tax. Customer will pay the Implementation NRC, and applicable Taxes, within 60 calendar days of the invoice date. After the Start of Service Date, the Implementation NRC will become non-refundable. CenturyLink may offer the Managed ESInet Bundle to other Customers that may pay a different, reduced, or no Implementation NRC.

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CENTURYLINK® 9-1-1 AGREEMENT
CENTURYLINK NEXT GENERATION 9-1-1 SERVICE EXHIBIT

Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") provides Next Generation 9-1-1 Services under the terms of this Service Exhibit. Customer represents that it is a PSAP, or an authorized agent of one or more PSAPs, and that it is authorized to subscribe to the Service and respond to public emergency calls.

1. Definitions.

"Agreement" means the agreement between Customer and CenturyLink that this Service Exhibit is attached to and incorporated by reference.

"ALI" means Automatic Location Identification.

"CLEC" means Competitive Local Exchange Carrier.

"Data Transport" means traditional E9-1-1 circuits used to deliver the ALI to the PSAP that are provided under the terms of a CenturyLink tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff"). Data Transport is not offered under this Service Exhibit.

"Independent Providers" means telephone companies, ILECs, CLECs, or other communications service providers, (i.e., wireless carriers and/or interconnected VoIP providers).

"ILEC" means Incumbent Local Exchange Carrier.

"IP" means Internet Protocol.

"MSAG" means Master Street Address Guide.

"NENA" means National Emergency Number Association.

"PSAP" means Public Safety Answering Point which is a communications facility operated on a 24-hour basis that is assigned the responsibility to receive 9-1-1 calls and, as appropriate, notifies or dispatches public or private safety services or extends, transfers, or relays 9-1-1 calls to an appropriate public or private safety agency.
A PSAP is an agency or party authorized to receive and respond to emergency calls.

"CenturyLink Territory" means CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

"SOW" means a statement of work attached hereto or referenced in this Service Exhibit.

2. Service Description.

2.1 CenturyLink will provide, and Customer will purchase, the CenturyLink Next Generation ("NG") 9-1-1 service provided under this Service Exhibit ("Service" or "NG 9-1-1 Service"). Service enables the routing of 9-1-1 dialed calls to a Customer–designated PSAP over an IP network. Service is provided as described in this Service Exhibit and in a SOW or Service Guide, if applicable. In the event of a conflict between the terms of any SOW or Service Guide and the terms of this Service Exhibit, the terms of this Service Exhibit will control. The number "9-1-1" is intended as a universal emergency telephone number that provides the public direct access to a PSAP. A PSAP is an agency authorized to receive and respond to emergency calls. PSAPs are designated by the Customer and specified in Attachment(s) to this Service Exhibit. Service includes components necessary for the answering, transferring, and forced disconnect of emergency 9-1-1 calls originated by persons within the servicing area(s). CenturyLink does not answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the Customer's NG 9-1-1 and/or 9-1-1 personnel to respond to such calls. PSAP information, service locations, and addresses are shown on Attachment 1, incorporated by reference into this Service Exhibit. By checking the box below, the applicable Service Guide is incorporated into this Service Exhibit. Service Guides that are not specifically incorporated will not be considered part of this Service Exhibit.

☐ Service Guide(s) are hereby incorporated into this Service Exhibit.

- **CenturyLink / West A9-1-1 Service Guide – Routing**
- **CenturyLink / West A9-1-1 Service Guide – Location Data Management**

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2.2 CenturyLink will not provide Service to less than an entire central office service area. Service does not include facilities provided by Independent Providers.

2.3 Customer will use the NG 9-1-1 Service only for receiving and responding to requests for emergency assistance. Customer will be responsible for ensuring the PSAP will also use the NG 9-1-1 Service as prescribed herein. Any other use of the database will result in immediate termination of Service.

2.4 CENTURYLINK ACCEPTS NO RESPONSIBILITY FOR OBTAINING OR FOR THE ACCURACY OF SUBSCRIBER, STATION, OR END-USER RECORD INFORMATION RECEIVED FROM INDEPENDENT TELEPHONE COMPANIES, CLECS, OR PRIVATE TELECOMMUNICATIONS SYSTEMS, SUCH AS PBX OR SHARED TENANT SERVICES.

2.5 Customer will provide an MSAG to CenturyLink for use in the database preparation. The MSAG must follow the NENA recommended United States Postal Service street name and directional addressing standard. Customer will ensure that each participating telephone service provider's records are sent electronically in the NENA format for database updates as specified by CenturyLink. CenturyLink will not deliver Service until each participating telephone service provider's records for Customer's service area match the applicable Master Street Address Guide at a rates shown below. Customer is fully responsible for correcting all erroneous records and achieving such rate.

State	**Rate**
Minnesota	98%
Washington	97%
Oregon	97%
New Mexico	96%
Other (within CenturyLink's 14 state territory)	98%

2.6 Customer must promptly notify CenturyLink if Customer believes that the Service is not functioning properly.

2.7 CenturyLink will perform inspection and/or monitoring of its facilities on a routine basis, to discover errors, defects and malfunctions that might affect the Service. Customer understands and acknowledges that this inspection and monitoring may not detect all errors that may occur. Some Service-related issues may arise that impact and delay or prevent call delivery. Some Service-related issues may occur which the system will not recognize and will therefore not cause an automatic rerouting of calls to an alternate destination. Customer may authorize CenturyLink to manually implement an alternate call route as required.

3. Term.

3.1 The term of this Service Exhibit will expire upon the termination of any Order under the Agreement for the Managed ESInet Bundle, as defined in the CenturyLink Managed NG9-1-1 ESInet Bundle Offer Attachment to the Agreement.

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CENTURYLINK® 9-1-1 AGREEMENT
CENTURYLINK NEXT GENERATION 9-1-1 SERVICE EXHIBIT

ATTACHMENT 1

PSAP INFORMATION: Gila County Sheriff's Office

SERVICE LOCATION: Communications Center
1342 E Monroe St.
Globe, AZ 85501

BILLING NUMBER: 520-318-0269 and 602-255-0114

The central offices and Customer PSAP locations included in this Attachment are as follows:

Central Offices:

CENTURYLINK CENTRAL OFFICE	NXX	INDEPENDENT TELEPHONE COMPANY AND/OR CLEC CENTRAL OFFICES	NXX
Globe	**928-425**	**Roosevelt – Arizona Telephone Company**	**928-467**
Miami	**928-473**	**Tonto Basin – Arizona Telephone Company**	**928-479**
Payson	**928-474**		
Pine	**928-475**		
Tonto Creek	**928-478**		

Central Office Addresses:	PSAPs:
150 E Cedar St., Globe AZ 85501	**Gila County Sheriff's Office**
608 W Sullivan St., Miami AZ 85539	**Gila County Sheriff's Office**
300 W Main St., Payson AZ 85541	**Payson PD**
3743 N McClendon Dr., Pine AZ 85544	**Payson PD**

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1. INTRODUCTION

A9-1-1® Routing Service ("Service") is a fully managed solution offering emergency call delivery over a managed Internet Protocol ("IP") network. The Service includes the following:

- West's ESInet, provided by CenturyLink, provides a multi-layer redundant IP network architecture for high system availability.
- A9-1-1 Routing provides routing of 9-1-1 calls from both traditional and next generation voice networks.

2. RESPONSIBILITY MATRIX

The following matrix outlines the typical responsibilities of each party (CenturyLink, West and CUSTOMER) for the implementation and ongoing provision of the Service. Where all parties have been listed, additional detail on the responsibilities of each party is included in the Sections below.

Task	Responsibility
Project Implementation	
Project Management	West/CenturyLink
TSP Communications	West
TSP Integration Architecture	West
Develop West Methods and Procedures	West
A9-1-1 Service System Architecture	West
PSAP Facilities	CUSTOMER
PSAP Facility Site Preparation (floor space, power, etc.)	CUSTOMER
PSAP Facility Site Survey	West
PSAP Configurations/Lists - Routing, Transfer, etc.	CenturyLink/West
A9-1-1 Routing Selective Router Database ("SRDB") Data	West
Non-West PSAP Equipment Note: This may be legacy equipment or new equipment purchased under another CUSTOMER agreement and or non-West PSAP equipment, such as CAD system, voice recording equipment, and radio system; if applicable.	CUSTOMER
Training on Service	West
End to End Testing of Service Prior to Production	West/CenturyLink
Final Data Load into SRDB	West/TSP
Develop Plan and Execute Migration Testing	West/CenturyLink
Production Turn-up of Service	West/CenturyLink
Ongoing Responsibilities	
A9-1-1 Routing Application and System Upgrades	West
A9-1-1 Routing Log storage and Backups	West
A9-1-1 Routing Metrics	West
A9-1-1 Routing Network and System Maintenance	West
A9-1-1 Routing Network and System Monitoring	West

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Task	Responsibility
Maintain West Methods and Procedures	West
Problem Reporting, Triage and Resolution	West/CenturyLink
TSP Communications	West

Table 1: Responsibility Matrix

3. PROJECT IMPLEMENTATION

3.1 Overview

CenturyLink and West's Solution Delivery approach to plan, configure, network engineer, implement, test, document, train, and support West Advanced 9-1-1 Service follows west's Solution Delivery methodology. The lifecycle begins with solution definition and architecture activities. During these initial phases, the joint CenturyLink and West team members verify system application and implementation requirements, refine the solution architecture, and finalize the plan for solution deployment. Following definition and architecture phases, the West team orders, installs, configures, tests, and trains users on CUSTOMER-facing solution components as part of solution integration and deployment effort. Following successful deployment, the maintenance phase begins. The primary goal of the lifecycle methodology is that the project aligns with overall CUSTOMER expectations, and is tailored to fit the needs of CUSTOMER. The Project Plan phases are described below.

Solution Definition

The first phase in the solution lifecycle is the Solution Definition phase, which begins with the kickoff and alignment process. During this process, key members of the joint project team unite to identify roles, responsibilities, critical success factors, project challenges, elaborate on specific strategies and project options, confirm E9-1-1 project scope, and finalize plans to expedite solution delivery plans and resources. The proposed solution is reviewed in order to align each primary stakeholder with a common vision and strategy for unified team design and planning.

Solution Architecture

During the Solution Architecture phase, the detailed solution design is finalized based on confirmed requirements. During this phase, the team analyzes the current systems, operations, and operational procedures, identifies the human factors needs, considers implementation options, and with the CUSTOMER, commits the detailed solution design and implementation schedule.

Stakeholder participation to identify processes and standard operating impact is critical in this process to support a successful integration of the new system. Current procedures, connectivity, and routing policies are examined so that the appropriate practices are carried forward to the new system environment. Examples of important areas considered include load balancing philosophies and default routing rules.

Initial planning for connectivity from the telephone service providers to the Points of Interconnection ("POI") also begins in the architecture phase. Key solution architecture planning activities include:

- Detailed solution design and schematics (onsite, site to site, site to West, firewalls, routers, etc.)
- IP specifications
- Telephone service provider connectivity specifications
- Physical requirements (e.g., equipment room design, floor loading)
- Call transfer requirements
- Training plan and schedule
- Refined project plan and timeline

Solution Integration

During the Solution Integration phase, the components of the solution, including processes, applications, servers, network components, and data flow, are ordered, engineered and readied for deployment. All network, regional, data center, and CUSTOMER premises components are delivered, and the equipment rooms and other facilities are readied.

Coordination with wireline, wireless, and VoIP telephone service providers is an essential part of this stage to plan for the Service management transition. Telephone service providers receive all necessary information and detail to obtain connectivity to the West systems and the service provider's connectivity to the POIs is engineered and ordered.

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Working closely with the CUSTOMER and stakeholder groups, the project team designs customized provisioning plans (including incoming trunk route plans, bridge lists, and dialing plans). Additionally, the documentation and training developers customize the user and process documents and various training courseware, if needed, to meet the needs of the CUSTOMER.

Solution Deployment

During the Solution Deployment phase, all network components and equipment connectivity is validated and acceptance tests are performed, metrics tracking, reporting is initiated, and training is provided. After complete non-live call testing, the system begins supporting live 9-1-1 traffic.

In preparation for deployment and in partnership with CenturyLink, the West Project Manager finalizes the cutover plan, including procedures for notification concerning schedule specifics.

Prior to the commencement of cutover, the project team members will hold a cutover meeting with CenturyLink and the CUSTOMER and the telephone service providers. The purpose of this meeting is to discuss the progress of activities and the cutover readiness.

PSAP training is provided in accordance with the detailed training rollout plans. The system will then undergo a system acceptance test and quality walkthrough. Once complete, and in agreement with the CUSTOMER, a live-traffic cutover will then commence. Once live traffic has moved to the system, the maintenance period begins.

Solution Maintenance

The Solution Maintenance phase begins once live traffic is transferred onto any part of the system. During this phase, CenturyLink and West provide ongoing tiered support services to monitor service level performance, manage help desk requests, escalate support procedures, and support the CUSTOMER to reach the highest level of operational excellence. The solution support team is in place to receive, analyze, and rectify problems and information requests.

3.2 West Project Support

West designates a project manager to act as West's project lead and the primary interface with the CenturyLink project lead and the CUSTOMER's appointed contact for project collaboration. Project collaboration includes:

- Coordination of project kickoff meeting with CUSTOMER
- Coordination with CUSTOMER for implementation planning and design and requirements definition
- Identification and communication of key milestone dates and events for the implementation timeline
- Program tracking of the master project plan and task management of the project implementation
- Coordinate and manage all necessary CenturyLink and West resources to complete the Service deployment activities
- Work with CenturyLink and the CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase

Note: This plan is refined over the course of the project as mutually agreed by both parties.

- Appoint a CenturyLink Program Manager

Note: Following the deployment phase completion, the CenturyLink Program Manager will serve as CUSTOMER's primary point of contact for issues resolution, escalations, enhancement requests, and planning.

- Provide CUSTOMER with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list.

Note: It is the responsibility of each party to update and publish these lists on a regular basis.

3.3 CenturyLink Project Support

CenturyLink designates a 9-1-1 operations contact to act as CenturyLink's project lead for the duration of the project. The CenturyLink's project lead works with the West project lead to:

- Assist with the coordination of the project kickoff meeting with West and CenturyLink technical resources;
    - Coordinate CenturyLink's technical resources for implementation planning and design and requirements definition;
    - Reporting and verify problems related to the project;
    - Facilitate ongoing communications with West; and

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- Assign appropriate CUSTOMER Personnel and experienced call takers at each PSAP who understand the overall impact of the transition of the 9-1-1 systems and can assist in the overall impact planning for transition activities such as testing and migration.

Note: This activity may include West and CenturyLink's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and services as designed for the CUSTOMER.

3.4 TSP Communications and Trunk Migration Plan

West works with CenturyLink to develop a joint communication to each PSAP, government organization, and appropriate TSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CenturyLink.

West takes responsibility for:

- Facilitating the establishment of TSP communication guidelines with CenturyLink and the CUSTOMER;
- Adhering to these guidelines for the project implementation and Service duration;
- Working with the CenturyLink and the CUSTOMER to determine and agree on the strategy for all TSP trunk migrations;
- Establishing expectations with each TSP;
- Managing communication to the TSP for items related to Service on behalf of the CenturyLink; and
- Escalating to CenturyLink, as appropriate, regarding TSP initiatives; requesting CenturyLink intervention when necessary.

4. A9-1-1 ROUTING – SERVICE DESCRIPTION

The system supporting the Service is comprised of redundant, regionally diverse facilities that process an inbound emergency call, determine the correct PSAP according to the ESN and pre-configured routing rules, and send the call to the appropriate Hosted CPE of CUSTOMER's PSAP.

4.1 A9-1-1 Routing - Call Flow

1) Normal Call Flow will be followed where a TSP has 9-1-1 trunks terminated at an A9-1-1 Routing POIs.
2) 9-1-1 call is made; call sent to TSP switch
3) TSP switch sends call to West Regional Gateway via West POI
4) West Regional Gateway sends call to Service, which determines call routing instructions
5) Service routes call to appropriate Hosted PSAP CPE
6) PSAP CPE delivers call to PSAP workstation

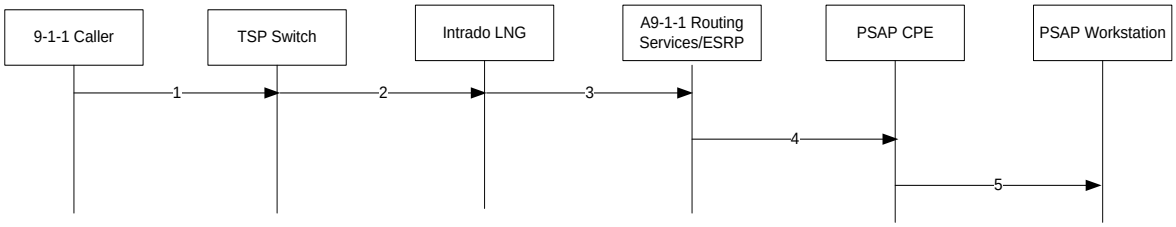

Figure 1: High Level Call Flow

4.2 A9-1-1 Routing Rules

The Service will process all inbound emergency calls based on the configured routing rules for the PSAP. The A9-1-1 Routing rules allow:

- Management of wireline, wireless, VoIP, and Telematics call types

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- Identification of each end office, TSP or MSC trunk for either selective routing or trunk-only routing, based on:
  - Selective Routing: Calling party ANI, ANI match to an ESN and an Electronic Switching System Identification ("ESSID"), or PANI used to look up ANI for WRLS and VoIP calls; and
  - Trunk Only Routing: Incoming End Office trunk is assigned an ESN/ESSID which relates to a specific ingress trunk group.

West will coordinate the data provisioning with each TSP and confirm information to support the signal provisioning for trunks incoming from the End Office or MSC to West, including the following data:

- Incoming signal type
- Call type
- Implied numbering plan administration ("NPA"), if applicable
- PANI administration, if applicable

4.3 TSP Trunk Migration

West works with the ILEC to place the PSAP in-service via the ILEC's legacy selective router and ILEC End Offices wholly contained within the PSAP's boundaries for all traffic and in parallel works with each TSP to plan for and execute the migration of its 9-1-1 call traffic to the Service. Once the PSAP has been placed in-service on A9-1-1 Routing via aggregated traffic from the ILEC, each TSP will be requested to establish connectivity from each TSP end office ("EO") and MSCs serving CUSTOMER's PSAPs to at least two A9-1-1 Routing POIs. Each TSP will be responsible for the cost of ordering and maintaining required circuits to connect to the POIs such that each EO has routes to at least two POIs for diversity and redundancy. Single POI connectivity from any EO is not warranted under this contract.

Each TSP may connect to West's A9-1-1 Routing system using any of the following interfaces:

9-1-1 Call Signaling Type	Call From TSP
VoIP 9-1-1	X
SIP (NNI Specification)	X
PRI/NI-2 (wireline, NCAS)	X
Analog CAMA I+7 (I always = 0)	X
DS1 CAMA I+7 (I always = 0)	X
DS1 CAMA 7 (No I digit)	X
SS7 Wireline/NCAS (10 digits)	X

Note: An interim configuration may be required to allow TSP trunk migrations to be performed on a trunk-by-trunk basis to the A9-1-1 Routing system.

If a TSP requires an interface not included in the table above, West will use commercially reasonable efforts to include these additional interfaces.

CenturyLink and West are not responsible for any TSP charges including ILEC for 9-1-1 trunks from TSP End Offices to the A9-1-1 Routing system.

CenturyLink flat rate service fees provide for the delivery of Services for all TSP subscribers within CUSTOMER's jurisdiction, regardless of increase or decrease in subscriber count during the Term. In the month that CUSTOMER migrates to Managed Services, CenturyLink will invoice for Managed Services and CenturyLink legacy 911 bundled tariff services will no longer be invoiced to CUSTOMER.CUSTOMER will continue to be responsible for any existing TSP charges related to TSP presenting the 9-1-1 call (voice and ANI) data to the A9-1-1 Routing network. CUSTOMER will also continue to be responsible for any existing charges from other 9-1-1 service providers related to 9-1-1 call transfer to PSAPs on foreign SRs, or any other services outside the scope of this Service Guide. If CUSTOMER is currently obligated to pay for TSP TN data (SOI files) and/or End Office trunks, this agreement does not eliminate that obligation.

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4.4 Voice and Data Transfer and Bridge Capabilities

The Service supports the following flexible transfer and bridge capabilities:

- Selective Transfer/Bridge: The ability for the call taker to transfer an incoming 9-1-1 call to another agency by pressing a button labeled with the type of agency; e.g., “Fire,” on the PSAP call-handling equipment.
- Fixed Transfer/Bridge: The ability for the call taker to use a single button on the call taker’s display and transfer unit to complete either a transfer or three-way conference.
- Manual Transfer/Bridge: The ability for the call taker to complete a manual transfer.

Interconnection with the legacy 9-1-1 service provider’s SRs and ALI systems will require the cooperation of such service provider. The Service assumed that all transfers will continue to be completed to agencies as currently, conducted via PSTN without ANI or ALI. If the legacy 9-1-1 service provider does not support the inter-ALI connectivity, an alternate method of call transfer processing will be required. The alternative to inter-ALI connectivity is for both West and the legacy service provider to provision TN data into their respective ALI systems. This method is also known as ‘dual loading’. In using this method, the call transfer is performed (including ANI) via the interconnection between the legacy service provider and West Selective Routing solutions. ALI is provided by the 9-1-1 Service Provider for the receiving PSAP.

4.5 Implementing Configurable PSAP Attributes

West will provision the PSAP configurable attributes as requested by CUSTOMER. The CUSTOMER identifies which personnel at each of CUSTOMER’s PSAPs are authorized to request PSAP configurable attribute changes.

West will configure a minimum of the following PSAP configurable attributes for each of CUSTOMER’s PSAPs.

- Route Lists/Routing Rules:
  - Primary and alternate routes
  - Selective transfer star code destinations (i.e. *11 thru*19) for first responders, Police, Fire, and EMS
  - Fixed bridge lists (i.e. *20 thru *49) such as poison control or neighboring PSAPs
  - PSAP abandonment routing rules

PSAP preferred routing instructions apply to the following:

- PSAP Abandonment Routing: Specific routing instructions to be applied if the PSAP must evacuate the facility.
- PSAP Alternate Routing: Specific routing instructions to be applied as alternate location for routing if all lines to the primary PSAP are busy, or the primary PSAP is closed for a period of time. Multiple, prioritized alternate route destinations are supported.
- PSAP Default Routing: Specific default routing instructions to be applied for each incoming trunk group. 9-1-1 calls are routed to the default PSAP if an ANI failure occurs, unintelligible digits received from end office, or other rare causes.
- PSAP Destinations and Route Lists: PSAP is able to specify a unique route list for each routing rule. These route lists allow for designation of a primary target for call routing and includes numerous prioritized alternate destinations such as:
  - PSAP served by A9-1-1 Routing
  - PSAP served by a non-West selective routing service
  - PSTN number
  - Busy
  - Treatment message
  - Tone
- PSAP Trunk Group Management: Each incoming trunk group is individually designated to carry a particular call type and/or combination of call types (wireless, wireline, VoIP, Telematics).

Note: All PSAP data is gathered during the Definition Phase of the project.

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4.6 Modifying Configurable PSAP Attributes

Following production turn-up of the Service, West will complete PSAP configurable attribute changes within five Business Days of receipt of a written request (including email) from CUSTOMER or authorized CUSTOMER PSAP personnel.

All requests must be submitted to the West Project Manager for review and implementation or, following Production Turn-up, to the West Program Manager. The five Business Day timeline may be exceeded if the West Project/Program Manager determines that that further discussion is needed with PSAP before implementing the changes, for example where the change is technically unadvisable or unfeasible.

For PSAP abandonment, CUSTOMER may contact the CenturyLink Network Reliability Operation Center (NROC) to engage the configured PSAP Abandonment Rules. The CenturyLink NROC will engage the PSAP Abandonment Rules within 15 minutes of receiving a PSAP abandonment request.

4.7 A9-1-1 PSAP Management Portal

The A9-1-1 PSAP Management Portal ("PMP") is a web-based tool that will provide CUSTOMER and CUSTOMER's PSAP administrators view only access to A9-1-1 Routing configurations and call activity. The PMP allows authorized users to view A9-1-1 Routing configurations for each PSAP, including call transfers, routing, and other configurations. In addition, the user may research Call Detail Records for call activity based on a specific date range. Each PSAP is accessed via a unique logon.

Currently, the PMP is accessed through West via West's Universal Portal ("IUP").

PMP can provide the following information:

- Primary Route–ESNs that route to your PSAP as Primary;
- Alternate Route–ESNs where CUSTOMER's PSAP serves as the alternate for another PSAP;
- Default Routs–End Offices that use CUSTOMER's PSAP as the default route for calls. Includes ESN, TSP, CLLI, and ESCO; and
- Abandoned Routs–abandonment Route where CUSTOMER's PSAP serves as the abandonment route for another PSAP.

4.8 Split Rate Center Scenarios

Wireline end offices where CUSTOMER PSAPs receive West's Service and some end users are served by another entity's 9-1-1 routing service are considered to be "split end offices" or "split wire centers"). The following considerations must be finalized prior to implementation of Service.

- TSP or ILEC may be requested to "sort" the 9-1-1 call traffic at the split wire center (end office) within a rate center, and directly route all 9-1-1 traffic that is destined for the CUSTOMER from the split wire center to the West A9-1-1 Routing network where the TSP or ILEC have the predominate number of subscribers in the rate center for selective routing

Note: Such capability is possible where TSPs or ILEC integrate the MSAG into the front-end service provisioning process and set appropriate attributes on each line at the end office to effectuate routing over the proper trunk group to the proper 9-1-1 routing service.

- Where West has the predominate number of subscribers in a given rate center, West may act as the aggregator of the traffic and deliver the traffic back to the ILEC.
- West will work cooperatively with the TSP and the LEC to establish call routing and call handoff arrangements.
- West will work with TSPs and LECs to resolve wire center overlap issues.

Note: West's A9-1-1 Routing implementation depends on TSP and LEC cooperation to resolve

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5. REPORTING TOOLS

West will provide a web-based tool, Clear View, for metrics reporting.

5.1 Clear View Reporting Tool

West will provide CUSTOMER with up to three Clear View Reporting tool user accounts per CUSTOMER PSAP for access to Service metrics. Clear View provides a number of breakout reports which can be queried based on a daily, weekly, or monthly basis. CUSTOMER may determine the distribution of these user accounts between CUSTOMER's administrative staff and CUSTOMER's PSAPs.

West will assign each Clear View reporting tool user a unique user ID, password, and a Secure ID token ("User Account"). User Accounts may not be shared. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. User accounts, which may include a physical security device (e.g. West-issued token or card) to support two-factor authentication, may not be shared. Additional User Accounts or replacement of a misplaced security device are subject to additional Security Device fees.

West currently posts data updates to daily data sets by 9:00AM Mountain Time ("MT"), and updates to monthly data sets by the sixth business day of each month immediately following the reporting month. CUSTOMER will be able to access one year of metrics data through the Clear View Reporting tool. CUSTOMER metrics report requests older than one year are out of scope and subject to change order.

West will provide support services for the Clear View reporting tool during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

5.2 Reports

The following are reports for the Service provided with the Clear View tool. Additionally, for any specific call, call detail is available through the West A9-1-1 PMP.

- Clear View call processing and call status reports include:
  - Event Count Reports per Hour– provides metrics for total calls in which CUSTOMER's PSAP participated by hour for a day, week or month
  - Event Count Report by Trunk Group – provides metrics for total calls in which CUSTOMER's PSAP participated and provides metrics for calls attempted, calls transferred out, calls transferred in
  - Event Count by Routing Reason and Destination – Indicates counts where CUSTOMER's PSAP participated as the Primary versus Alternate, whether the call was answered or busy, for Default versus Selective routed, and for call where the destination was "Not Available" (includes abandoned, rejected, transferred and handed-off calls). Provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
  - Event Count by Type – Indicates counts by call type (wireless, wireline, VoIP) where CUSTOMER's PSAP is primary, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in.
  - Event Count by Incoming Trunk – Indicates the number of calls sent to CUSTOMER's PSAP by each trunk, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
  - Bridge Call Summary – provides metrics for calls bridged in or out by bridge type (fixed, selective, manual). Call detail is available for each bridged call.
  - Routing Database Processing – provides a breakout of initial calls where CUSTOMER's PSAP was Primary by selectively routed versus default routed with a No Record Found ("NRF") breakout
  - Event Setup Time – provides statistics on the time to route and deliver calls where your PSAP is Primary, including the minimum, maximum, median and average times.

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1.1. Service Summary

West's Location Data Management Service (the "Service"), provided by CenturyLink, provides hosted location and CUSTOMER information database systems and services, including Master Street Guide (MSAG) validation, service order input ("SOI") processing and validation, and metrics reporting. This Service Guide provides CUSTOMER with the following information:

- Responsibility Matrix
- Project implementation tasks to move to the Service
- Detail on the Service, including a services description and response times
- Operational coordination between CenturyLink, West, and CUSTOMER

1.2. Responsibility Matrix

The following matrix outlines the typical responsibilities of each party for the Service. Where all parties have been listed, the party with primary responsibility is listed first. Additional detail on the responsibilities of each party is included in the Sections below. Failure of a party to satisfactorily complete a required task could materially impair West's ability to provide the Service.

Task	Responsibility
Project Implementation	
Project Management	West/CenturyLink
Telecommunications Service Provider (TSP) Coordination	West/CenturyLink
Develop West methods and procedures • West's operations • West's interface with TSPs, county/municipal coordinators, and each CUSTOMER PSAP	West
Process Documentation	West/CenturyLink
Location Data Management Service system architecture	West
PSAP facilities	CenturyLink & CUSTOMER
Wire Center Overlap Resolution Data Integrity	West/TSP
MSAG Extracts	CenturyLink & CUSTOMER
TN Record Extracts	West/TSPs
MSAG Analysis	West
TN Record Analysis	West
MSAG Data – Issue Resolution	West/CUSTOMER
TN Record Data – Issue Resolution	West/CUSTOMER/TSP
Selective Router Database ("SRDB") Updates	West
Non-West PSAP Equipment • This may be legacy equipment or new equipment purchased under another CUSTOMER agreement. • Non-West PSAP Equipment includes the Computer Aided Dispatch ()CAD system and the radio system if applicable	CUSTOMER
End to End Testing	West/CenturyLink
Final Data Load – MSAG, TN Record	West/TSP/CenturyLink
Training on Location Data Management Systems and Service (PSAPs, TSPs, Third Party Providers)	West/CenturyLink

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Task	Responsibility
Develop plan and execute Migration Testing	West/CenturyLink
Production Turn-up	West/CenturyLink
Ongoing Responsibilities	
TSP Coordination	West
TSP Escalation Point	CenturyLink
Maintain West methods and procedures • West operations • West interface with TSPs, county/municipal coordinators and each CUSTOMER PSAP	West
Data Integrity	
MSAG Build/Maintenance	West/CenturyLink
Service Order Processing	West
Error Correction and Referral	West/CenturyLink/TSP
TN Data Extracts and Distribution	West
MSAG Data Extracts and Distribution	West
Basic LNP Processing	West
Database Reconciliations	West
SRDB Updates	West
ESN/ELT Build/Maintenance	West/CenturyLink
ALI Discrepancy Reporting/Resolution	West/CUSTOMER/TSP
Metrics Reporting	West
Trend Analysis/Data Investigation	West/CenturyLink
System Monitoring	West
System Maintenance	West
System Upgrades	West
Log storage and backups	West
Problem Reporting	West/CenturyLink
Problem Triage and Resolution	West/CenturyLink
Single Point of Contact for CenturyLink & TSP Data Issues	West

Table 1: Responsibility Matrix

2. PROJECT IMPLEMENTATION

2.1. Overview

The Service implementation begins with a planning phase, where communications with the LEC and other TSPs are initiated, connectivity between the CUSTOMER's PSAP(s) and data collection and analysis begins.

Following the initial planning phase is data collection and simulations. West will work with each CUSTOMER PSAP to migrate location data management from the legacy ALI provider to the Location Data Management Service system. West will also work with each TSP and CUSTOMER PSAP to conduct data processing simulations.

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West will work with CenturyLink to schedule migration of each PSAP to the Service as data collection for each PSAP and TSP simulations are completed. The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

2.2. Implementation Project Support

West designates a project manager to act as West's project lead and the primary interface with both CenturyLink and the CUSTOMER's appointed contact for implementation project collaboration, including identification and communication of key milestone dates and events for the implementation timeline. The West project lead manages overall program tracking of the master project plan and task management of the project implementation. Similarly, CenturyLink designates a 9-1-1 operations contact to act as the CenturyLink's project lead. The CenturyLink's project lead works with the West project lead in reporting and verifying problems, and facilitates ongoing communications with West.

The West and CenturyLink project leads will manage a kickoff meeting to establish communication strategies and contacts between the Parties, review the scope of the Service, and review the requirements and timelines. The project leads will facilitate additional meetings as necessary for implementation planning, design, and requirements definition. The meetings include both West and the CenturyLink's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and Service as designed for the CUSTOMER.

For efficient project implementation, CenturyLink will assign appropriate personnel at each PSAP who understand the overall impact of the transition of the 9-1-1 services and can assist in the overall planning for transition activities such as testing and migration. The West project manager coordinates and manages the necessary West resources to complete the Location Data Management Service deployment activities. The West project manager works with each CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase. This plan is refined over the course of the project as mutually agreed by both parties. The West and CenturyLink Project Managers will be available for regular status meetings and as necessary to ensure the project moves forward appropriately.

2.3. Contact Lists

West, CenturyLink, and CUSTOMER will exchange key contacts for technical, operational, and managerial personnel assigned to the Service deployment. In addition, West will provide CenturyLink with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list. It is the responsibility of each Party to update and publish these lists on a regular basis.

2.4. TSP Coordination

West works with CenturyLink to develop a joint communication to each PSAP, government organization, and appropriate TSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CenturyLink.

West establishes expectations with each TSP and manages communication to the TSP for items related to Location Data Management Service on behalf of CenturyLink. West will escalate to CenturyLink as appropriate regarding TSP initiatives and will request CenturyLink intervention when necessary.

2.5. TN and MSAG Data Migration

West works with CenturyLink and each TSP to transition E9-1-1 data for each of CUSTOMER's PSAPs, including Telephone Number ("TN") records and tabular MSAG records to West's Location Data Management systems.

For the initial migration, CenturyLink is responsible for providing the following in accordance with the detailed project plan timeline:

- A full MSAG extract for the E9-1-1 service area of each CUSTOMER PSAP
- A complete list of all ESNs and ELTs in an electronic form for the E9-1-1 service area of each CUSTOMER PSAP

West works with each TSP to obtain a copy of TN records. On receipt of both the TN record extracts and the CUSTOMER's MSAG, West performs a data analysis. The data analysis consists of a TN simulation process to determine the percentage of TN records that will initially pass MSAG and data field validations prior to the load into the West location data management system. West will compare the CUSTOMER MSAG against each TSP's TN records and return all

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discrepancies to the TSP, to CenturyLink, or to the county/municipal coordinator, as appropriate for investigation and resolution.

Unless agreed otherwise, West requires the percentage of TNs that successfully pass MSAG validation ("Match Rate") in the TN simulation to be 98% or greater for all TSP TN records prior to data being loaded into West's production database management for data validation. If the Match Rate is less than 98% or the agreed upon rate, West will work jointly with the CUSTOMER and each TSP to increase the quality of the MSAG and TSP data to further increase the Match Rate, provided, however, that it is ultimately CUSTOMER's and each TSP's responsibility to reach the Match Rate.

CenturyLink and West will perform up to three TN simulations at no cost to CUSTOMER.

Once the Match Rate has been achieved, the TSP TN data is deemed acceptable to load into the West data management system.

The following services are out of scope and may be addressed through a change order:

- Data Transition services including MSAG builds and TN record loads for any municipality located outside CUSTOMER's E9-1-1 Service Area
- Conversion of MSAG data that is not in electronic form, creation of a new MSAG database, or repair to an MSAG that lacks defined emergency service zones (if needed) and/or ESNs
- GIS related services

2.6. Wire Center Overlap Resolution

West's Location Data Management implementation depends on TSP and LEC cooperation to resolve wire center overlap issues.

Wireline end offices for which 9-1-1 calls for some TNs need to route to a PSAP utilizing one location data management (ALI) service and 9-1-1 calls from other TNs need to route to a PSAP using a different location data management (ALI) service are considered to be "split end offices" or "split wire centers".

For these split end offices, the TSP will be requested to "sort" the TNs within the split wire center, and submit/maintain data for TNs that should route to CUSTOMER PSAPs to the West Location Data Management system.

Where the TSP cannot segregate the TN data at end office level, the TSP and West will work cooperatively with the TSP and the LEC to establish data provisioning and processing arrangements.

3. POST IMPLEMENTATION SERVICES

The Service includes hosted systems and data management services to deliver E9-1-1 location information to CUSTOMER's PSAPs.

Location Data Management Service include receiving and processing periodic tabular MSAG updates from CUSTOMER, receiving SOI records from TSPs, systematically validating such records against the tabular MSAG, correcting TN records that are not MSAG valid, and posting validated TN record updates to the ALI system and SRDB. TN error records are created for TN updates submitted that fail validations.

West's redundant ALI systems deliver E9-1-1 location information data in a conventional ALI format to the CUSTOMER's call handling system, for subsequent display on each PSAP CPE workstation.

West appoints an E9-1-1 data integrity manager to work with CUSTOMER and TSPs in reporting/verifying problems, reviewing/rectifying error reports, and managing system administration duties.

3.1. Service Order Exchange

West works with each TSP in CUSTOMER's E9-1-1 Service Area to determine the most appropriate connectivity for electronic service order data exchange. Depending on the TN Record volume, a dedicated circuit or secure Internet connectivity may be selected for data exchange.

West will provide the CUSTOMER and each TSP with data exchange guidelines (detailing input and output files with required data elements and error codes). West may periodically update the data exchange guidelines, as appropriate.

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3.2. West Portal

West will provide and maintain a hosted web-based interface to West's suite of web-based tools and applications, otherwise known as the West Portal ("IUP"). IUP will provide the CUSTOMER, its PSAPs, and TSPs secure access to applicable West support tools and documentation. The following web-based applications and information are available through IUP following user authentication through the West identity management system:

- 9-1-1 NET® – web-based data management interface
- ClearView Metrics – for access to metrics reports
- Document Library – for downloading training materials, user's guides, and other documentation
- File Transfer Tool – for upload/download of files such as extracts or SOI and errors/statistics files

3.3. 9-1-1 NET

West's web-based data management system, 9-1-1 NET, allows each CUSTOMER PSAP, TSPs, and West data analyst to perform a number of functions.

The 9-1-1 NET system provides PSAPs with online access to production 9-1-1 data, change requests/discrepancy reports, historic tracking and reporting capabilities. The system automatically returns a transaction number verifying the acceptance of the change request, which can be used later to search for the record.

With 9-1-1 NET, CUSTOMER PSAPs can access 9-1-1 data records in their E9-1-1 Service area, including MSAG records, TN and TN error records, past ALI responses, and ESN/ELT records, and request and track corrections to these records through change requests ("CRs") and discrepancy reports ("DRs"). Through 9-1-1 NET, CUSTOMER PSAPs are able to query for and export up to 10,000 records, and they can also obtain status information and metrics data.

With 9-1-1 NET, TSPs can access their TN records, TN error records, and TN change requests; process change requests (CRs/DRs) referred to them and view MSAG records.

3.4. User Account Configurations

West will work with CUSTOMER to configure user access to appropriate applications for each user or user type. Additionally, West will ensure each user account is configured with the appropriate data access profile.

West will provide CUSTOMER with up to three unique user accounts per CUSTOMER PSAP for access to West web applications through the IUP. West will assign each IUP user a unique user ID, password, and a secure ID token. User accounts may not be shared by multiple people. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. Additional user accounts or replacement of a misplaced secure ID tokens are subject to additional fees.

West will separately provide and configure IUP user accounts for each TSP.

West will provide CUSTOMER user documentation including a user's guide for each West web application through the IUP.

3.5. Data Management Services

West has primary responsibility for data management tasks listed in Table 1. Tasks for which CenturyLink, CUSTOMER's PSAPs, the county/municipal coordinators in CUSTOMER's E9-1-1 Service Area, or the TSP have partial responsibility for are also identified. West will work with CUSTOMER to mutually agree on process flows for data management services between West, CUSTOMER's PSAPs, and the county/municipal coordinators. Any changes to the designated responsible Party will be mutually agreed on.

West will create and maintain process documentation for all data management services.

3.5.1. Address Corrections

CUSTOMER may submit TN record address corrections to West. West will work with the identified TSP for correction/resolution of the subscriber's address.

3.5.2. MSAG Maintenance

Each CUSTOMER PSAP and municipal/county coordinator in each CUSTOMER PSAP's E9-1-1 Service Area will submit all MSAG change requests and updates through 9-1-1 NET. CUSTOMER may also submit TN change requests through 9-1-1 NET. Each CUSTOMER PSAP will provide West with all additions and changes to ESNs and ELTs.

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On receipt of CUSTOMER's MSAG Change Requests through 9-1-1 NET, West will provide daily MSAG maintenance support, inclusive of inserts, changes, and deletes on current MSAGs and ESN/ELTs.

Special Projects such as readdressing, annexations, MSAG scrubs, and county-wide MSAG changes are considered 'MSAG Special Projects' and may require more than one business day. MSAG Special Projects that require more than 1,000 MSAG record changes are out of scope and may incur additional fees.

3.5.3. Error Correction Maintenance

West will return all MSAG-related TN errors directly to the appropriate TSP for correction. Each TSP will be responsible for resubmitting an electronic SOI record to West for final error correction when the record content must be changed to correct the error.

3.5.4. ESN/ELT Table Maintenance

West will manage ESNs in the West Data Management and ALI systems and the associated ELTs as provided by each CUSTOMER PSAP. This task consists of maintaining assigned ESNs and ELTs in system tables. West will provide CUSTOMER with ESN/ELT information on request.

3.5.5. Wire Center Boundary Conflicts

West will research wire center boundary conflicts that affect 9-1-1 call delivery. West will work with the LEC in resolving these conflicts. Geographic porting (porting outside of current rate center) is not included in wire center overlay issues.

3.5.6. Database Maintenance/Activities

West will correct or refer all errors, MSAG updates, and ALI discrepancies within one Business Day of receipt.

3.5.7. MSAG Distribution

West and CUSTOMER will mutually agree upon an MSAG distribution schedule not to occur more frequently than monthly. In accordance with the agreed schedule, West will distribute an electronic copy of CUSTOMER E9-1-1 Service Area MSAG to agencies and personnel authorized by CUSTOMER. With CUSTOMER approval, West will distribute electronic daily MSAG updates (deltas) to the TSPs.

3.5.8. No Record Found/Misroute Investigation/Discrepant Address

West will research and work with each TSP to resolve all NRF and ALI discrepancy reports once they have been submitted through 9-1-1 NET. West will investigate misroutes and refer the misroute to the applicable TSP if appropriate.

3.5.9. Database Reconciliation

For each TSP serving CUSTOMER's PSAPs, West will offer one database extract to each TSP on an annual basis for the TSP to perform its own database reconciliation. West does offer database reconciliation services to its CUSTOMERs for an additional fee.

3.5.10. NPA Splits/Overlays

NPA splits or overlays are the responsibility of the TSP. West will update databases and tables with revised NPA information provided by TSP. The TSP should provide at least three months advance written notice to West to coordinate the necessary changes. Requests of less than three months are out of scope and will require a change order.

3.5.11. Local Number Portability ("LNP") Services

West will provide LNP services in CUSTOMER's E9-1-1 Service Area in alignment with the NENA recommendations for LNP. It is each TSP's responsibility to fix its LNP errors. West provides LNP reports daily to the TSPs.

3.5.11.1. Company ID

West will validate service order activity for proper Company ID. West will provide the Company ID in the ALI data stream.

3.5.11.2. Function Codes

West will accept M ("Migrate") and U ("Unlock") function codes on service order activity.

3.5.11.3. Database Fields

West will provide fields in the TN database records to indicate whether the record is in a Locked or Unlocked status. LNP-related errors are also assigned error codes.

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3.5.11.4. LNP Reports

West will provide each TSP with the following LNP reports on a daily basis:

- Unlock exception report ("Stranded Unlocks")
- Migrate expired report
- Migrate received not unlocked report
- Migrate pending report
- Successfully migrated report

3.5.12. SRDB Updates

West will provide an SRDB update for all records that have successfully passed data validation by West's data management system. SRDB updates will be posted to the 9-1-1 Routing system within one business day following successful data validation.

3.5.13. Wireless, VoIP, and Telematics Support

West's database management systems support both VoIP and Wireless Phase I and Phase II E9-1-1 call processing. West validates pANI shell records submitted by TSPs or their third party providers against the West-maintained MSAG records, and uploads the pANI shell records into the ALI database systems. NENA Company ID is required on all pANI shell records.

West will build and maintain the ALI Steering Table on the ALI systems. The ALI Steering Table is used by the ALI system to determine which MPC/GMLC/VPC to query for E9-1-1 location information. All wireless, VoIP, and Telematics E9-1-1 location updates to the ALI system are via the E2 Interface (ANSI/J-STD-036-C-1).

West will establish agreements with each Wireless, VoIP, and Telematics TSP (or their third party database providers) for access to West's relevant systems. Wireless, VoIP and Telematics TSPs (or their third party database providers) are responsible for establishing and maintaining connectivity to these systems and bear all connectivity and support costs.

West will help support E9-1-1 troubleshooting in production as well as pre-production live ALI testing from the host ALI perspective. The support West provides includes (i) pulling log files, (ii) monitoring ALI bids from the PSAP, (iii) monitoring data traffic between ALI and a wireless or VoIP provider's MPC/GMLC/VPC, and (iv) verifying that the ALI Steering Tables are configured correctly.

3.6. Wireline ALI Steering

On execution of the necessary agreement, West will establish communications for ALI to ALI steering with neighboring ALI Systems. ALI to ALI steering will be performed for wireline 9-1-1 calls only.

At CUSTOMER's direction, West can support any of the following types of wireline ALI steering:

- Trunk steering, where the bid to an ALI system contains a unique trunk number to identify when a query should be steered to another ALI system.
- No Record Found ("NRF") steering, where an ALI steering query is sent to another specified ALI system when there is an NRF in the ALI database.

CUSTOMER acknowledges that coordination will be required between CUSTOMER and each TSP in the assignment and on-going management of English Language Translations ("ELTs") by ESN/ESSIDs. Without this coordination, the ELTs returned in the ALI response may not be correct.

West will perform initial system configuration on each West ALI system to set-up steering for Wireline TNs to/from each foreign ALI system. West will perform an initial ALI steering table set-up and load, and be responsible for its ongoing maintenance.

West will provide connectivity between each foreign ALI system and each West ALI serving CUSTOMER, where possible. Existing connectivity from foreign ALI to the West ALI serving CUSTOMER will be utilized, where possible. West will work with CUSTOMER to complete pre-production testing of ALI steering with each foreign 9-1-1 Service Provider.

West will provide production technical support and troubleshooting to CUSTOMER's PSAPs and to CUSTOMER for ALI steering related issues.

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4. METRICS REPORT TOOL

West will provide a web-based tool, ClearView, for metrics reporting.

4.1. ClearView Reporting Tool

ClearView provides a number of breakout reports which can be queried based on a daily, weekly, or monthly basis following login and authentication through the IUP. CUSTOMER may determine the distribution of these user accounts between CUSTOMER's administrative staff and CUSTOMER's PSAPs. West currently posts data updates to daily data sets by 9:00 AM Mountain Time (MT), and updates to monthly data sets by the sixth business day of each month immediately following the reporting month. CUSTOMER will be able to access one year of metrics data through the ClearView Reporting tool. CUSTOMER metrics report requests older than one year are out of scope and subject to change order.

West will provide support services for the ClearView Reporting Tool during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

4.1.1. ClearView Reports for Location Data Management

West will provide CUSTOMER with the following ALI Management metrics reports through the ClearView reporting tool.

- Primary Metrics Summary Reports
  - Service Order Processing
  - Daily Error By Number of Records Processed
  - Unresolved Errors at End of Month
  - ALI System Availability
  - ALI Records Found
- Monthly TN Census Report
- Monthly ALI Retrieval Report
- Monthly ANI Failure Report
- System Performance Reports
- NRF Reports
- SOI Reports
- TSS Error Reports

5. MAPSAG®

MAPSAG IS A GIS DATA MANAGEMENT APPLICATION USED BY CITY OR COUNTY GIS PROFESSIONALS, OUTSIDE OF THE CALL TAKING ENVIRONMENT, ALLOWING THE END-USER TO CREATE AND MAINTAIN ACCURATE 9-1-1 GIS DATA AND TO SYNCHRONIZE THE GIS DATABASE AND THE 9-1-1 DATABASE. THE RESULT IS A "CHECKS AND BALANCES" APPROACH OF CONSISTENCY AND ACCURACY ACROSS DATABASES USED FOR ADDRESSING AND 9-1-1. MAPSAG IS INSTALLED LOCALLY, AT THE END-USER LOCATION, AND OPERATES THROUGH A SIMPLE INTERFACE WITHIN ESRI'S ARCGIS DESKTOP PRODUCT. VARIOUS TOOLBARS ARE AVAILABLE FOR ACCESSING THE AVAILABLE TOOLS AND FEATURES. THE FUNCTIONALITY THAT RESIDES IN THE ARCGIS DESKTOP FRAMEWORK REMAINS AVAILABLE WHILE USING MAPSAG, INCLUDING EDITING, DRAWING, LAYOUTS AND/OR SPATIAL QUERIES. AN EXAMPLE OF THE INTEGRATION OF MAPSAG AND ARCGIS DESKTOP IS THAT USERS CAN PERFORM A SPATIAL OR ATTRIBUTE QUERY AND USE THE RESULTING RECORDS FOR ANALYSIS BY THE MAPSAG TOOLS.

USING MAPSAG, ARCGIS DESKTOP AND A COMBINATION OF BOTH, NEW GIS DATA RECORDS (STREETS, STRUCTURES, POLYGONS ETC) CAN BE INPUT INTO THE GIS IN A NUMBER OF WAYS, INCLUDING FIELD GPS, ON-SCREEN DIGITIZING, IMPORT, AND AUTO-GENERATION. THE MAPSAG SOFTWARE CURRENTLY OPERATES IN THE LATEST VERSION OF ARCGIS FOR DESKTOP (CURRENTLY 10.2.X) AND WILL UTILIZE A PERSONAL GEODATABASE, FILE GEODATABASE OR AN ENTERPRISE GEODATABASE THROUGH ARCGIS SERVER ("ARCSDE").

MAPSAG SOFTWARE REQUIRES A LICENSED COPY OF ESRI'S ARCGIS FOR DESKTOP, TO BE PROVIDED BY THE END-USER OR CAN BE PURCHASED FROM WEST. ONE COPY OF MAPSAG WILL BE PROVIDED FOR EACH PSAP LOCATION.

ADDITIONAL OPTIONAL MODULES:

SIMPLECELL® TURNS CELL SECTOR AND CELL TOWER TABULAR DATA FROM WIRELESS CARRIER ROUTING SHEETS INTO VALUABLE GIS DATA THAT CAN BE APPLIED TO A VARIETY OF SITUATIONS.

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911 MAPBOOK GREATLY REDUCES THE EFFORT OF CREATING MAP BOOKS FROM GIS DATA. THE MAP BOOKS CAN THEN BE DISTRIBUTED IN HARD COPY OR PDF FORMAT TO FIRST RESPONDERS.

6. TRAINING

West will provide training for the Service to CUSTOMER PSAP personnel, county/municipal coordinators in the CUSTOMER E9-1-1 Service area, and each TSP.

The CUSTOMER is responsible for identifying the training attendees from each CUSTOMER PSAP, ensuring they attend the West provided training, and any expenses incurred by CUSTOMER's training attendees.

West will provide training materials and user documentation for all training sessions. CUSTOMER may reproduce and internally distribute copies of West provided training materials as necessary to CUSTOMER and CUSTOMER PSAP personnel only.

CUSTOMER and West will agree on a training schedule. West requires notice of rescheduling at least ten Business Days in advance or an additional fee may apply. West may combine multiple topics and/or target attendees from multiple CUSTOMER groups for maximum efficiency.

Training will be "train-the-trainer" format, which will enable CUSTOMER PSAPs to train new employees. The CUSTOMER is responsible for training additional personnel at CUSTOMER's PSAPs, as necessary, or contracting with West to provide additional training. Additional training is out of scope and will require a change order.

6.1. PSAP Administrators

West will provide one training session for CUSTOMER PSAP administrators. This training is expected to last up to two days and will be conducted as mutually agreed between West and CUSTOMER (e.g. webinar, onsite at central PSAP location, at West facilities). CUSTOMER may determine the number and type of employees attending the West training. This training will focus on:

- Location Data Management flow and processes
- IUP and IUP Tools
- 9-1-1 NET
- ClearView Reporting Tool

6.2. TSP Information Sessions and Training for County/Municipal Coordinators

West provides up to two information sessions of up to four hours for TSPs who serve the CUSTOMER E9-1-1 Service Area via telephone conference call. Topics will include data exchange procedures, data processing procedures, 9-1-1 NET9-1-1 NET, reporting problems to West and escalation procedures, and other mutually agreed upon topics. The information session(s) should be completed prior to the first TSP migration to West Service and must include participation by the designated West and CenturyLink Project Leads.

- West will separately provide training on 9-1-1 NET9-1-1 NET to county/municipal coordinators. Training will be via telephone conference call and will last approximately two hours.

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CENTURYLINK® 9-1-1 AGREEMENT
CENTURYLINK WEST HOSTED VIPER SERVICE EXHIBIT

1. **General.** West's A9-1-1 VIPER Service (the "Service") is provided by CenturyLink QCC under the terms of this Service Exhibit and the Agreement between CenturyLink QCC and Customer.

2. Service

2.1 Description. The Service provides 9-1-1 emergency call handling equipment on a hosted basis with individual call taker equipment located at a Public Safety Answering Point ("PSAP") location. The Service only includes the features and functionalities described within this Section 2. The Service includes:

- Managed VIPER systems
- Power 911 managed systems
- Power 911 workstations at the PSAP
- West MIS reporting
- MapFlex 9-1-1

The Service includes West software, hardware and equipment operating in geo-diverse CenturyLink provided data centers. Service includes West software and hardware which is made available to Customer and described in this Service Exhibit. The Service will be operated and maintained by CenturyLink along with West software support and managed services, including general software updates made available for the Service by West.

2.2 Service Features. The Services will provide each Customer PSAP with the following features:

A. Scalable, IP-Based Solution. The Services leverage Session Initiation Protocol (SIP) technology.

- The Services allow Customer PSAPs to:
  - Scale without a practical upper limit to system provisioning.
  - Move to a networked model that integrates data & voice.
  - Implement call queues to meet call taker distribution needs

B. Configurable Call Distribution and Integrated Automatic Call Distribution (ACD) Features. The Services provide a configurable layering of options and features for call distribution within each Customer PSAP and between Customer PSAPs as necessary for backup scenarios.

i. Ring Groups. The Services support Ring Groups, where calls are sent to all available workstations.

ii. Multiple ACD Algorithms. The Services support Multiple ACD algorithms:

- Longest Idle: Presents next call to the Customer's agent least recently called by this queue
- Fewest Calls: Presents next call to the Customer's agent with fewest completed calls from this queue
- Round Robin: Calls presented to all agents of the Customer in sequence

iii. ACD Functionality. The ACD functionality in the Services provides multiple features:

- ACD Queue: Allows lines and trunks to be assigned to specific queues. Each agent of the Customer can be a member of one or more ACD queues. Customer's agent will receive a call from a queue when they are logged on and ready.
- Agent Priority: Allows a priority to be assigned to each agent of the Customer in a queue.
- Line Priority: Allows priorities to be assigned to each line in a queue.
- Queue Recorded Announcement: A PSAP-recorded announcement can be played at intervals to callers waiting in a queue.
- Queue Wrap-up time: Allows a time interval to be configured to allow agents of the Customer to complete tasks from a previous 9-1-1 call before a new call is presented.
- Public Park: Allows Customer's agent to place a call in a 'on hold' state to take other calls in a queue and then return later to the parked call. Other agents of the Customer can also retrieve the parked call.
- Forced Connect: This feature can be enabled or disabled. When enabled, Customer's agents that are logged on and ready to accept calls are automatically connected to ACD calls and hear a zip tone as notification that they have been connected to a new call.

C. Power 911 Intelligent Workstations. The Services include Power 911 intelligent workstations (one per position) that provide Customer's agents with on-screen call control of emergency and administrative calls, with features that enhance call handling efficiency and consistency.

i. User Features. Power 911 workstations have a configurable ALI display, repeat ALI, and the ability to exchange pANI with the wireless call-back number based on the wireless Telephone Services Provider (TSP) and class of service combinations. Power 911 workstations also include the following user features:

- Integrated TTY via Baudot with pre-programmable messages, HCO/VCO, and optional buffered mode so that messages are delivered at one time rather than character by character.

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- An Integrated Call Check Recorder allows calls to be recorded automatically or on-demand. Customer's agents can play back recently completed calls within a configurable time period.
- Integrated Greeting Announcement: A customized greeting announcement can be automatically played when Customer's agent answers calls.
- Intelligent Speed Dialing currently provides up to 1500 programmable speed dials and voice transfers between positions or to a third party.
- An Integrated Phone Book has no imposed limits on the number of contacts with configurable Customer agent read/write access rights.
- Fully searchable Agency List to allow each Customer PSAP to manage and contact thousands of agencies.
- On-the-fly Multi-lingual support with language selected via drop down menu functions for the GUI text.
- Message board to support instant messaging between all signed-on Power 911 users.
- Power 911 allows profiles to be configured by workstation, Customer agent, or role (e.g. call taker or dispatcher) to control features and content for each Customer PSAP.
- The legend of each button on the screen can be changed to match the language of the call taker or to identify a button operation in a more familiar way.
- The configurable text strings supports any language that can be represented by Unicode. These text strings are implemented during initial deployment using the Customer Configuration System tool. A West certified technician must make requested changes using the tool.

ii. Installation. The Services include installation of intelligent workstations at each Customer PSAP with Power 911, MapFlex 9-1-1, and West MIS capabilities. All Power 911 workstations and associated equipment will be located on the call taking floor in each Customer facility and not in the equipment room.

iii. Software and Equipment. CenturyLink, through West, will provide the following software and equipment for each Power 911 workstation, including the following:

- Power 911 modules:
  - Location Module – Displays ANI/ALI
  - Computer Telephony Module – Provides on-screen telephony. The computer workstation itself is the call taker's phone device, with call control operations performed via the workstation mouse and keyboard with the GUI (Graphical User Interface) providing visual feedback
  - Contact Module – An integrated phonebook and contact list. Enables speed dials and transfers between positions or to a third party.
  - Message Board Module – Enables instant text messaging between all signed on Power 911 users within the Customer PSAP. The Message Board is an inter-workstation text-based messaging capability. It is unrelated to external "Message Boards".
  - Lists Module – Provides multiple Call Lists and Queries, including active and abandoned calls, instant call queries and historical calls.
  - Toolbar – Provides configurable on-click access to certain functions.
  - Incident Manager Software – Provides Incident Detailing, premise information and standard operating procedures.
  - Integrated Call Check Recorder
- West MIS browser access
- Two (2) (LCD) standard monitors per position – brands as determined by West. Additional monitors, per application, will be supported at Customer request. Touch screen monitors are not currently supported.
- A Handset
  - Customer PSAP may elect to provide headsets for selected positions. Any headset used on the system must be approved by CenturyLink and its contractor, West for compatibility. A current list of approved headsets is available on request. An updated list should be consulted at time of Customer agreement.
  - Each Power 911 position will be adjusted to the electrical characteristics of a given handset or headset model. As such, in PSAPs where multiple models are used, Customer PSAP will be responsible for ensuring the handset or headsets are only used at the positions specifically adjusted for those models.
- CenturyLink/West will provide, install, and maintain one current model color laser printer at each Customer PSAP. Customer will be responsible for ink, toner and paper.
- CenturyLink/West will provide, install, and maintain Intelligent Work Stations (IWS) complete with keyboard, mouse, and speakers for each 9-1-1 call taker position. A Firewall is included to enable MIS report access, West data service access and/or Power LVR records access from workstations outside of the VIPER LAN to the PSAP LAN.

iv. PSAP Call Takers/Dispatchers/Admin Training.

- Agent Training – Included
- Admin Training – Included (1) Class Per PSAP
- Cutover Coaching – Included (1) Per PSAP

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v. **PSAP Management Gateway, Profile.** Customer will not have access to the PSAP Management Gateway provided with the Service. For each Customer PSAP, the Power 911 workstation configuration will be set up as a "square" system, meaning that all positions will be presented with the same profile, including screen layout, agency access, transfer profiles, etc.

vi. **Defective Equipment.** CenturyLink/West will replace defective equipment with spares that are stored either on site or from centralized storage locations that provide for same day or next day delivery.

D. Management Information Systems (MIS). West's MIS reporting provides emergency response center managers and system administrators with information on the volume of calls, performance of Customer's agents, and Customer PSAP statistics. West's MIS is a browser-based application that uses information from a Power 911 database to generate a wide range of statistical reports.

i. **Features.** West MIS Features include:
- Generating reports that can be used to evaluate the overall performance of a PSAP or the performance of individual call-takers.
- Retrieving critical information such as the time a call was received, how long it took for a call to be answered, questions that were asked by the operator, the answers the caller provided, and the agencies to which a call was transferred.
- Performing detailed query calls and incident-related activities of one or more PSAPs.
- Scheduling reports for automatic generation at specific times and frequencies.
- Saving report settings for future reuse.
- Generating reports in Portable Document Format (PDF), HTML, and or XML formats, with optional customizable titles, which can then be saved, viewed on screen (via included PDF reader or browser client as appropriate), and/or printed.

ii. **Metrics, Data, and Reports.** Through the West MIS browser-based tool, Customer can access metrics reports on its PSAP activity on a per-PSAP basis, and also aggregated PSAP reports. West will store West MIS data according to the following schedule:
- Pre-production testing, West MIS data will be stored for a minimum of sixty (60) days.
- Post-production turn up, West MIS data will be stored for three years.

West MIS provides the following reports:

West MIS Reports	
▪ Call Details Report	▪ Circuit Utilization
▪ Call Summary Reports (various)	▪ Top 50 ANI Summary
▪ Call Volume by ACD, by Ring Group, by Range of Answer Time, by Hour	▪ ALI Retransmit (RTX) Statistics per Call Taker
▪ Top Busiest Hour	▪ Call Routing Statistic per Period
▪ Call Type Volume by Line, by Line Group, by Trunk, by Trunk Group	▪ Call Statistics by Call Taker, by Call Taker Group, by Day of the Week, by ESN, by Week
▪ Call Volume (%) by Period - by Hour, by Month, by Time Range	▪ Call Time Statistics per Call Taker
▪ Class of Service	▪ Total Call Statistics per Month
▪ Average Call duration	▪ Call Taker Statistics Summary/Detail
▪ Long Distance Call Summary	▪ TEXT / TTY Reports

Note: Ad hoc reports are not currently supported, and ad hoc reporting functionality will only be provided if available, as reasonably determined by CenturyLink.

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E. MapFlex 9-1-1. MapFlex 9-1-1 is a dedicated public safety map that provides automatic display and rapid management of 9-1-1 calls in the PSAP. The primary function of MapFlex 9-1-1 is to accurately map incoming 9-1-1 calls and provide call takers with analytical tools and relevant spatial information to enhance their situational awareness. Features and capabilities include:

- Automatic display of all calls and call types and immediate updates of call location when ALI requests are repeated.
- Centralized client-server architecture utilizing Esri's ArcGIS for Server. This ensures all call-takers are viewing the same, and most up-to-date, local GIS data at all times. Data updates, administration, and integrating with external data sources or third party providers are easy and flexible.
- When paired with Power 911 and VIPER, call takers are able to perform enhanced call handling functions from the map. This includes answering and releasing calls and conferencing dispatchers.
- Integrated Pictometry oblique imagery viewer(s) for customers who have separately purchased imagery from Pictometry.
- Tools for searching addresses, managing layers, querying local and national map data and creating sharable map markups for collaborating across all call-takers.

Customer is responsible for purchasing, licensing and maintaining any imagery, map data, or other information that is displayable thru MapFlex 9-1-1.

2.3 Optional A9-1-1 VIPER Services

A. Power LVR. As an Optional Service, CenturyLink, through West, will provide a premises-based logging voice recorder and replay client. The Power LVR (Logging Voice Recorder) server will passively tap each position and record the composite audio (9-1-1 and admin line calls and optionally radio traffic). Power LVR provides the capabilities to:

- Capture and record audio traffic with date and time stamps, as well as other unique identifiers that allow users to easily retrieve specific recordings to determine what was said by whom and to recreate a series of events
- Centrally store recordings for immediate access
- Archive recordings for long-term storage and playback
- Create and maintain a comprehensive catalog database of recordings
- Permit authorized users to easily search for and play back recordings
- Permit live monitoring of channel audio by authorized users

If Power LVR is purchased, the onsite training sessions will be expanded in length to include training on Power LVR.

The Power LVR option will be more expensive if not purchased and deployed concurrently with Hosted VIPER Services.

B. PowerOps Display. As an Optional Service, CenturyLink, through West will provide and install a PowerOps display at the Customer PSAP. Customer PSAPs who desire to configure VIPER ACD per Section 3.2 must also opt for at least one (1) PowerOps display per Customer PSAP. PowerOps provides near-real time Customer agent, ring group and ACD queue status as well as summary status of all queue and ring group information for all 9-1-1 calls in process by the Customer PSAP. Pricing for PowerOps covers the server, display, support and maintenance services. For Customer PSAPs that opt for PowerOps, the onsite training sessions will be expanded in length to include training on PowerOps. The PowerOps option will be more expensive if not purchased and deployed concurrently with A9-1-1 VIPER Services.

C. Professional Services. CenturyLink/West's Hosted VIPER Services allows Customer to request normal operational changes to the Customer PSAP Configuration data after the deployment phase. Examples of these changes include managing user accounts, speed dial lists, and pre-canned messages for TTY. These changes are included in the Hosted VIPER Services.

CenturyLink/West can also provide additional, out of scope professional services to Customer at an additional fee for changes made after the deployment phase to the Customer PSAP for exceptional reasons, including:

- Changes required from system expansion
- Changes required from the addition of new products or services
- Customer PSAP consolidation
- Changes or rebuild required as a result of acts of God or operator error

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3. Acronyms

The following acronyms may appear in this document:	Term
ACD	Automatic Call Distribution
ALI	Automatic Location Identification
ANI	Automatic Number Identification
ESN	Emergency Service Number
HCO/VCO	Hearing Carry Over/Voice Carry Over
HTML	Hypertext Markup Language
GIS	Geographic Information System
LAN	Local Area Network
LCD	Liquid Crystal Display
LVR	Logging Voice Recorder
NROC	Network Reliability Operations Center
pANI	Pseudo Automatic Number Identification
TTY	Teletypewriter
VIPER	Voice Over IP Emergency Response

4. Monitoring and Maintenance

4.1 Datacenter Support

A. CenturyLink 9-1-1 NROC uses solution partners/manufacturers Web-based portals to track all manufacturer related 9-1-1 equipment issues. These portals provide CenturyLink with a fast, easy way to communicate directly with the 9-1-1 equipment manufacturer's in real time. CenturyLink can prioritize the severity of the repair problem with each vendor.

B. These online tracking site(s) will allow CenturyLink to get hourly, daily, or weekly Service Ticket Alerts via e-mail for additional tracking purposes. The Web-based service and support command center provides CenturyLink with a direct escalation process for open manufacturer issues.

C. Included in our offering is monitoring and response from our 9-1-1 equipment manufacturers and contractors. If CenturyLink partners recognize a repair issue at the PSAP site through the remote monitoring process, the partner will open up a ticket with CenturyLink NROC.

4.2 **PSAP Support**. CenturyLink 9-1-1 technicians provide installation and maintenance support of the West A9-1-1- VIPER Service Seven (7) days per week, 24 hours per day, 365 Days per year to the 9-1-1 PSAP Centers. Support will be provided by CenturyLink 9-1-1 technicians, data technicians, network technicians and/or CenturyLink contractors.

4.3 **Software Release Upgrades.** CenturyLink/West will install regularly scheduled software release upgrades on the A9-1-1 VIPER equipment upon approval by CenturyLink. CenturyLink/West to perform system updates to CPE as part of regular preventative maintenance to keep CPE call handling equipment at proper revisions for compatibility with other system components
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CENTURYLINK® 9-1-1 AGREEMENT
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

1. General. Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

2. Service.

2.1 Description. Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

2.2 Ports. CenturyLink offers Service in the following port ("Port") types:

(a) Internet Port. Internet Ports provide public Internet connectivity.

(b) Private Port. Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature available for all Ports. Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each domestic Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port, Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

(a) Monitor and Notification. Monitor and Notification is included with CenturyLink IQPorts CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

(b) Comprehensive Management. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

(c) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(d) Customer Responsibilities.

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which

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Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

2.4 Multicast. Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network.

2.5 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

2.6 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) Exclusions. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.7 Backbone Prioritization/Priority Queuing. Backbone Prioritization and Priority Queuing is available with individual domestic Private Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports without the feature or Internet Ports. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for

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outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), three years for other domestic Ports (each a "Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, CenturyLink IQ domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

(a) Domestic Internet Port, Private Port or Enhanced Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

5.3 Waiver of Cancellation Charges.

(a) Upgrades. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. **(b) Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to new Analog VoIP Service or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

8. AUP. All use of the Services must comply with the AUP located at http://www.centurylink.com/legal/, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Unless a Port is part of the Managed ESInet Bundle described in this Agreement, Ports other than CenturyLink IQ + Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ + Ports are subject to the CenturyLink IQ + Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at http://www.centurylink.com/legal/ and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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CENTURYLINK® 9-1-1 AGREEMENT
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
Gila County ("Customer")
and
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

Gila County
Customer Company Name

_____
Authorized Signature of Customer

Michael A. Pastor
Print or Type Name

Chairman, Board of Supervisors
Title

November 15, 2016
Date

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CENTURYLINK® 9-1-1 AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT

1. General. CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must have the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

(e) IP Connection. "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. Customer agrees that it will use the IP Connection only for the provision of either (i) Wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) Wireline broadband Internet access plus additional information services, with Wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) On-Net Access. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity

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between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at http://www.centurylink.com/legal/, which is subject to change.

(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

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(a) Expedite. A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

(b) Extended Wiring. "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

(c) Construction. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(d) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(e) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(b) Moves. When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(c) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:

(i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
(ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

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(d) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Grooming. If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

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CENTURYLINK® 9-1-1 AGREEMENT
DOMESTIC NETWORK DIVERSITY SERVICES EXHIBIT

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide Domestic Network Diversity enhancements ("Service" or "Diversity") to underlying services in the continental United States under the terms of the Agreement, RSS, and this Service Exhibit.

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same CenturyLink POP as the primary circuit.

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means CenturyLink Provided Access using Ethernet over SONET technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a CenturyLink POP where IP edge routers are located on the CenturyLink Domestic Network and Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.
"CenturyLink POP" means a point of presence ("POP") on the CenturyLink Domestic Network.

"CenturyLink Domestic Network" means the CenturyLink operated facilities located within the 48 contiguous states that consist of transport POPs, physical media, switches, circuits, and/or ports that are operated solely by CenturyLink.

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the CenturyLink Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating CenturyLink transport POP buildings, subject to availability.

"SLA" means the service level agreement specific to the Service, located at http://www.centurylink.com/legal/, which is subject to change.

"Special Access" means CenturyLink Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate CenturyLink switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different CenturyLink POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the CenturyLink Domestic Network transport systems between the originating and terminating CenturyLink POP buildings, subject to availability. At Customer's request and subject to availability, CenturyLink will provision diversely related Underlying Services from different CenturyLink POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved CenturyLink service offering on the CenturyLink Domestic Network that also supports Diversity.

2. Service.

2.1 Description. Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the CenturyLink provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. CenturyLink only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink's Underlying Services include: Domestic Private Line Service, EPL, Optical Wavelength Networking Service (including Internet Ports, Private Ports, and Enhanced Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement, Service Exhibits, and/or RSS applicable to the Underlying Services.

2.2 Diversity Configurations. Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities. In situations where network facilities are not available, CenturyLink offers Customer the option to specifically order diversity on an individual case basis

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(a) Domestic Private Line Diversity Service. Domestic Private Line Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. CenturyLink does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. CenturyLink's routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(b) EPL Diversity Service. EPL Diversity Service is offered at 50 Mbps, 100 Mbps, 150 Mbps, 600 Mbps, and 1000 Mbps transmission rates. CenturyLink's routing of the diverse EPL circuit(s) is based on the route of the designated working path of the circuit(s). EPL Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(c) Optical Wavelength Diversity Service. Optical Wavelength Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating CenturyLink POP at 1 GbE, 2.5 Gbps and 10 Gbps transmission rates. Optical Wavelength Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(d) Networking Diversity Service. Networking is offered at DS-1, IMA (2xDS-1 up to 8xDS-1s)*, DS-3, OC-3, OC-12, and OC-48 transmission rates. Networking Diversity Service is offered in the following configurations but not in combination: POP Diversity (Single Circuit or Primary and Diverse Circuit), Device Diversity, or Card Diversity. Networking Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

2.3 Local Access Diversity Service. Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the CenturyLink provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at DS-1, 2xDS-1 up to 8xDS-1*, DS-3, OC-3, OC-12, and OC-48 transmission rates; or (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps) and may include CenturyLink ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. CenturyLink does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

2.4 Ordering of Diversity Services. Upon acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of each Service ("Customer Commit Due Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Due Date, but the inability of CenturyLink to deliver Service by that date will not be a default under the Agreement.

2.5 Service Conditions.

(a) CenturyLink will not provide special construction as part of the Service. Any requests for special construction are handled on an individual case basis.

(b) Customer understands and agrees that CenturyLink has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that CenturyLink will not attempt to identify and/or manage other carrier's facilities as part of the Service. Customer understands and agrees that Diversity is offered on On-Net facilities only. Furthermore, Customer understands and agrees that CenturyLink may rearrange (groom) Customer's circuits in accordance with standard CenturyLink network maintenance activities. If a CenturyLink-initiated network rearrangement removes the Customer's diversity, then CenturyLink will notify Customer to determine alternative Diversity solutions, if any.

(c) Customer may experience increased latency on diversely routed circuit(s) as a result of increased actual routing mileage.

(d) Single Diverse Circuit Additional Mileage Charges. If CenturyLink, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, CenturyLink may charge Customer actual mileage charges on the Underlying Service.

(e) Customer acknowledges that diverse circuits must have traffic on them in order for CenturyLink to monitor connectivity.

3. Term; Cancellation. The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service. In the event Customer cancels Diversity on an Underlying Service, Customer will pay for the Diversity provided through the effective date of the cancellation and all third party cancellation charges that apply.

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4. Charges. Customer will pay all charges set forth in a valid quote sheet attached to the Order Form for Diversity or in a Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for Networking (including Internet Ports and Private Ports,) ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit and for iQ Networking service, the Backhaul Pricing Attachment will be attached to this Service Exhibit. Billing will begin once the circuit is available for testing or use by Customer with the Diversity activated or once Diversity has been added to an existing circuit. List rates will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.

* The DS-1s within an Nx bundle must all connect to the same POP

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CENTURYLINK 9-1-1 AGREEMENT
CENTURYLINK SELECT ADVANTAGE SERVICE EXHIBIT

1. General; Definitions. This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, the Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

2. CenturyLink Select Advantage Solutions.

2.1 Purchase. Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, and (b) contain the Customer's exact legal name.

2.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CENTURYLINK'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

3. Term; Termination. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

4. Charges. Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

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1. Service Level Agreements ("SLA" or "SLAs") Mean Time to Repair

CenturyLink Supplied Network CPE Failure Reported	Severity Level	Replacement Timeline
Monday through Sunday 12:00 am to 11:59pm	Level 1 CenturyLink Network is completely inoperative or severely impacted resulting in no call delivery to PSAP CPE.	Begin trouble isolation and diagnostics upon detection with no more than two hours mean time to repair.
Monday through Sunday 12:00 am to 11:59pm	Level 2 CenturyLink Network is partially inoperative with one link or router still working providing 100% call delivery capability to each PSAP.	Begin trouble isolation and diagnostics within two hours of detection with no more than four hours to repair.

2. CenturyLink 9-1-1 Routing or ALI Delivery

9-1-1 Routing and ALI Delivery Availability Performance Agreement is 99.999%.**This based on the routing and delivery of calls and ALI even when default or contingency routing or bypass procedures are invoked.**

2.1. Severity Level 1

9-1-1 Selective Routing and ALI Delivery	Severity Level	Notification Timeline	Examples
Monday through Sunday 12:00 am to 11:59pm	Level 1 Routing and ALI Delivery is completely inoperative or severely impacted where network or data communication problems on the CenturyLink system prevent CenturyLink from routing 9-1-1 calls or delivery of ALI.	CenturyLink will provide initial notification to affected PSAP and/or regional entity and the State 9-1-1 Program Manager as soon as possible within 30 minutes of the reported outage. Regular status updates will be provided within every two hours until issue is resolved based on FCC Rules.	PSAP not receiving calls, audio is not working if even only intermittent calls, End office traffic is not able to reach PSAP, unable to deliver location and caller information, network hardware or circuit failure at PSAP or core node..
Resolution procedure: CenturyLink will correct the service disruption or provide a procedure for customer to bypass or work around such disruption in order to continue operations if possible. If a bypass procedure is utilized, CenturyLink will provide the customer with an action plan for the development of the final resolution, and CenturyLink will continue resolution activity until full service is restored to the customer.			

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2.2. Severity Level 2

Monday through Sunday 12:00 am to 11:59pm	Level 2 9-1-1 Routing and ALI Delivery Services are severely or critically impaired, where major functions are operative but functioning with limited capacity or critical elements are no longer redundant.	CenturyLink will provide initial notification of the issue by contacting the affected PSAP, regional entity and 9-1-1 program manager as soon as possible within 30 minutes of a 50% or greater loss of trunk capacity or the identification of the service disruption. Regular status updates will be provided as mutually agreed upon between CenturyLink and the customer contact until the issue is resolved.	Examples: reduced incoming trunk capacity.
Resolution procedure: CenturyLink will correct the service disruption or provide a procedure for customer to bypass or work around such disruption in order to continue operations if possible. If a bypass procedure is utilized, CenturyLink will provide the customer with an action plan for the development of the final resolution, and CenturyLink will continue resolution activity until full service is restored to the customer.			

3. A9-1-1 Network Availability

Mean Opinion Score (MOS) (Provided by West)	4.0	The Mean Opinion Score (MOS) goal is 4.0. The network operations center (NOC) will actively monitor the network's quality using the industry standard MOS that automatically activates alarms on the router if the MOS score dips below a specific value. If the MOS score drops to 4.00 or below, a Cisco Embedded Event Manager (EEM) script will failover the call to the alternate IP network instance with no impact to the quality of the call. The EEM will continue to monitor the "failed" path and will require 16 consecutive four-second tests scoring above a MOS of 4.0 in order to begin using the previous MPLS path. With this configuration, the system will consistently achieve greater than 4.0 MOS.
Jitter Threshold	Less than (20) ms	Jitter shall not exceed twenty (20) milliseconds.
Packet Loss	Less than 0.5%	Monthly average packet loss between demarcation points not to exceed 0.5%.
Network Availability	99.999%	Core network components are 99.999% for the Host/Remote core components up to the last serving PSAP Central Office (CO).

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4. Host/Remote MPLS Network SLA

VIPER Remote MPLS Circuit Availability	99.9%	DS1 and higher bandwidths from the last PSAP serving CO to the VIPER remote sites is 99.9%
VESTA Remote MPLS Circuit Availability	99.9%	DS1 and higher bandwidths from the last PSAP serving CO to the VESTA remote sites is 99.9%

5. Software, Hardware, and Firmware SLAs related to VIPER and VESTA Hosted/Remote Equipment

9-1-1 Software Upgrades– Includes feature enhancements	CENTURYLINK will provide a minimum of (1) software upgrade per year for Airbus and West Host / Remote systems. These upgrades will be applied within (9) months from general availability and after they have been Approved For Use (AFU) by CENTURYLINK.
9-1-1 Software Upgrades and Patches– Software with primarily “bug” fixes	CENTURYLINK will install software upgrades or and patches as required to correct software defects as they are released by the software manufacturer and have been AFU by CENTURYLINK. Installation of all upgrades and patches will be installed within 90 days from AFU date.
9-1-1 Anti-Virus Definitions	CENTURYLINK will install all Anti-Virus software definitions as these are released by each 9-1-1 system manufacturer. Anti-Virus definitions will be installed within 30 days of release.
Operating System (OS) Patches and Service Packs	CENTURYLINK will install all OS security patches and/or service packs after each 9-1-1 manufacturer has tested and approved for deployment and CENTURYLINK has AFU. As OS patches and security updates can require PSAP downtime to apply, if and as required, schedule for installing OS security patches will be submitted within 30 days from AFU Date.
Hardware Refresh	CENTURYLINK will refresh manufacturer supported Hardware components (equipment still supported by manufacturer) to support software as outlined above. CENTURYLINK will replace any end of support hardware on or before 15 days of manufacturer end of support date or upon a mutually agreed date.
Firmware –	CENTURYLINK will schedule or update any firmware as released by the manufacturer and within three (3) months after AFU certification as required to support delivered feature functionality.
Operating System Upgrades -	CENTURYLINK will install new workstation and server OS to support 9-1-1 system software as required. Timing will be dependent on when Software Upgrades are scheduled and will be done at that time.

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6. i3 Functional Elements (Pass thru from West)

Transitional IPSR Solution = 99.999%		
The A9-1-1 IP Routing Service is architected to provide 99.999% availability to deliver 9-1-1 voice calls to the West A9-1-1 IP Routing demarcation point identified as the egress port for the A9-1-1 router located at each data center defined for this solution. This equates to a cumulative service downtime not to exceed 5.26 minutes per year. A9-1-1 IP Routing Service availability is measured by the cumulative number of minutes of downtime when the A9-1-1 Routing Service is unable to deliver 9-1-1 voice calls to the West A9-1-1 Routing demarcation point. The duration of the A9-1-1 Routing service downtime will be determined by data contained in the A9-1-1 Routing system log files. Isolation of the A9-1-1 IP Routing service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &/or redundant connectivity). The A9-1-1 IP Routing Service includes the following components: IPSR, LNG, and BCF.		
ALI Service	99.999%	The **A9-1-1 ALI** service is architected to provide 99.999% availability to deliver ALI response to the ALI demarcation point in response to an ALI bid. A9-1-1 ALI Service availability is measured by the cumulative number of minutes of downtime when the A9-1-1 ALI Service is unable to deliver ALI response to the ALI demarcation point. Isolation of the A9-1-1 ALI service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &/or non-redundant connectivity).
i3 Solution Components = 99.999%		
The **A9-1-1 i3 Routing Service** is architected to provide 99.999% availability to deliver 9-1-1 voice calls to the West A9-1-1 i3 Routing demarcation point. A9-1-1 i3 Routing Service availability is measured by the cumulative number of minutes of downtime when the A9-1-1 Routing Service is unable to deliver 9-1-1 voice calls to the West A9-1-1 Routing demarcation point. The duration of the A9-1-1 Routing service downtime will be determined by data contained in the A9-1-1 Routing system log files. Isolation of the A9-1-1 i3 Routing service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &/or redundant connectivity). The A9-1-1 i3 Routing Service includes the following components: LNG and ESRP and Location Data Management ECRF, LIS, & CIDB Components.		
* Isolation of the A9-1-1 i3 ECRF, LIS, or CIDB service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &/or non-redundant connectivity).		
Provisioning Components: West's i3 provisioning components are architected to provide reliability as prescribed by the NENA i3 standard; and, where not specifically stated in the i3 standard, to be in compliance with the current direction of the NENA i3 working group. For example, West's i3 LVF services provisioning interface (LVF with Locology®) is designed to meet/exceed 99.9% availability. This is in concert with the direction from the NENA i3 working group. West		
LVF Service	99.9%	The LVF is designed to meet/exceed 99.9% availability. Availability is determined as defined in NENA 08-506 section 3.4.

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7. VIPER & VESTA Service Availability

VIPER	99.999%	The **A9-1-1 VIPER Service** will be 99.999% available to present 9-1-1 voice calls to call answering devices (i.e. Power 911) at the Customer PSAP, as measured by the cumulative number of minutes of downtime when the system is unable to deliver 9-1-1 voice calls to at least one endpoint. This equates to a cumulative system downtime not to exceed 5.26 minutes per year. Measurement Method: Down time starts when 9-1-1 voice calls cannot be delivered to any of Customer's call answering devices. The duration of the VIPER system downtime will be determined by data contained in the VIPER log files and provided in outage reports to the customer.
VESTA	99.999%	The VESTA Distributed GEO Diverse System is architected to provide 99.999% availability to deliver 9-1-1 voice calls to answering devices (i.e. Vesta 911) at the Customer PSAP, as measured by the cumulative number of minutes of downtime when the system is unable to deliver 9-1-1 voice calls to at least one endpoint. . This equates to a cumulative service downtime not to exceed 5.26 minutes per year. Measurement Method: Down time starts when 9-1-1 voice calls cannot be delivered to any of Customer's call handling end points. The duration of the VESTA system downtime will be determined by data contained in the VESTA log files and provided in outage reports to the customer.

8. CENTURYLINK CPE Response

CENTURYLINK CPE Response Times includes the following with our Agreement. CPE Response Time shall be defined as the amount of time expired between the time in which the issue is reported to the CENTURYLINK NOC to the time that a qualified technician is actively trouble shooting the issue either remotely or on-site.		
Response Time Coverage	2 Hours 1.5 Hours for Maricopa and Pima County	Response Time Coverage - Seven (7) days per week, 24 hours per day, 365 Days of the year with a two (2) hour (maximum) response time to have a CENTURYLINK technician on site if related issue cannot be resolved remotely for all 9-1-1 related hardware, software, network repair/maintenance issues or events. This includes all Holidays. Response Times for PSAPS in Maricopa Region and Pima County will be provided in a 90 minute (maximum) on-site response time.
Reporting Trouble	20 seconds	One (1) 800 Number is provided to all PSAP's for both 9-1-1 Network and Equipment repair issues. The CENTURYLINK 9-1-1 NOC has a call-answering objective of answering 80% of all 9-1-1 calls with 20 seconds.
System Spares	NA	CENTURYLINK maintains manufacturer recommended spares at (12) Arizona CENTURYLINK facilities.

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9. i3 Availability

Timing for delivery of i3 functionality cannot be guaranteed until the scope of the NENA ratified functionality is evaluated and the State of Arizona has determined a desire for that functionality. There are many items in the current i3 definition that Authorities have not yet requested and may not see fruition, some even potentially being eliminated in latter versions of i3. Our commitment is that "within 3 months of each NENA i3 version release, CENTURYLINK will provide a schedule for the incorporation of all applicable updates to each of its solution components. Updates to feature functionality for included core components will be provided no later than 18 months from each i3 version release and Customer determining a desire for the applicable functionality. Furthermore, CENTURYLINK will work with the State of Arizona to identify i3 functionality that the State desires to implement in a timely manner and provide date commitments for those items. With the intensive involvement of Airbus and West Standards Development Organization staff in the NENA development group, this good faith dialog with the State for desired functions would be on an informed basis.

10. End Of Support Routing Components – Commitment to Replace EOS Equipment

Testing is currently being done to determine suitable devices for moving forward. As with any devices in the critical call delivery path, the target system availability is 99.999%. Specific device replacement make/model will be pending ongoing tests and if made a service offering, the specific devices will meet these Service Level Agreements. CENTURYLINK and West will replace any EOS equipment on or before 15 days of manufacturer end of support date or upon a mutually agreed date. This will be done at no cost to customer.

11. CENTURYLINK Legacy 9-1-1 Trunk Diversity and Service Reliability – Commitment for Diversity Design

CenturyLink and West have worked together to create an environment where the traffic is more evenly distributed between the West ECMC's located in Englewood and Miami. CenturyLink and West are also working to distribute End Office (EO) traffic equally between West's Trunking Gateways (TGW) where feasible. For load balancing purposes, CenturyLink and West will separate the end office routing to the TWGs. The end offices in the Tucson LATA will use the Tucson TWG as the primary route with overflow trunks to the Phoenix TWG. Likewise, the end offices in the Phoenix LATA will route to the Phoenix TWG as the primary with overflow trunks to the Tucson TWG. Additionally, the TWGs will continue to load balance by alternately sending calls to each of the ECMCs.

12. Excused Downtime for all SLAs

This Service Level Agreement will not apply, and no time or lack of Service availability will be calculated for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its vendors or agents under its control; (c) Force Majeure Events, as defined in the Agreement; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) improper or inaccurate network specifications provided by Customer.

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CENTURYLINK 9-1-1 AGREEMENT
ATTACHMENTS, EXHIBTS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERIVCE EXHIBITS

- **CENTURYLINK WEST HOSTED VIPER STATEMENT OF WORK**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE STATEMENT OF WORK FOR INFRASTRUCTURE IMPLEMENTATION**

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CENTURYLINK 9-1-1 AGREEMENT
ATTACHMENTS, EXHIBTS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERIVCE EXHIBITS
CENTURYLINK WEST HOSTED VIPER STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the agreement between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and Gila County ("Customer") under which Customer has agreed to the terms and conditions for purchase of installation, implementation and ongoing maintenance of NG911 equipment ("CPE") which was signed by Customer on November 15, 2016 (the "Agreement"). Qwest Communications Company, LLC d/b/a CenturyLink QCC completed a name change to CenturyLink Communications, LLC on April 1, 2014. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." Capitalized terms not defined herein are defined in the Agreement. **This SOW will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.**

Under this SOW CenturyLink will provide a professional services solution for implementation of NG911 Hosted CPE ("Project"). The Project might include a recommendation to purchase other CenturyLink products or services. CenturyLink will be the prime contractor for all services and products associated with this Project. For the support required under this SOW, CenturyLink will be working with West ("Subcontractor"). Accordingly, references to "CenturyLink" in this SOW may or may not include Subcontractor as the context may require; provided, however, that Subcontractor is not a party to the Agreement or this SOW and as such any formal dispute or claim regarding this Project will be between Customer and CenturyLink. CenturyLink will be fully responsible for the performance of all work to be performed hereunder, which is dependent upon the accuracy of information provided by Customer, in accordance with the Agreement and this SOW.

CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of the Service or Work Product provided under this SOW, and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI such exposure is allowable under 45 CFR 164.502(a)(1)(iii). However, to the extent that CenturyLink is required to access PHI in the course of providing Services to Customer and acts in the capacity of a Business Associate, the parties' obligations will be governed by the Business Associate Addendum of the underlying Agreement.

1. Introduction

This SOW sets forth the responsibilities of CenturyLink, West and the PSAP Customer (CUSTOMER) for West Managed Hosted Viper Services implementation services and ongoing professional services described herein ("Services").

2. Services Overview

CenturyLink, through West, will provide Managed Hosted VIPER® Services to the CUSTOMER for the solution which combines West's Managed Hosted VIPER Services (also referred to as "Managed Hosted VIPER") with West routers and network monitoring services; in conjunction with CenturyLink's transport services to provide an end-to-end 9-1-1 emergency call handling solution ("Managed Hosted VIPER Solution") for CUSTOMER.

2.1 Managed Hosted VIPER Hosted Call Handling

Managed Hosted VIPER Services

Managed Hosted VIPER Service is purchased as part of a bundle from CenturyLink, along with A9-1-1 Routing Service and ALI Management Service for CUSTOMER.

The Managed Hosted VIPER Services provide hosted call handling functionality over a system that includes VIPER, Power 9-1-1 and Power MIS servers, paired with Power 9-1-1 servers and workstations installed at each CUSTOMER PSAP. West will provide and maintain redundant, regionally diverse

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systems for Managed Hosted VIPER Call Handling, including hosted VIPER and Power 9-1-1 servers. Hosted equipment will be located in CenturyLink's data centers. As part of Managed Hosted VIPER Services, West provides, installs, configures core functions of, and monitors all required host end system components. West also provides and configures core functions of all West required PSAP based equipment ("CPE") including servers, position equipment and networking equipment (routers and switches). CenturyLink installs, maintains and provides on-site West certified technicians for all CPE including servers, position equipment and networking equipment (routers and switches). CenturyLink and West will work with each CUSTOMER to determine and implement initial VIPER and Power 9-1-1 configurations through the "Customer Configuration Service" ("CCS"). CenturyLink will work with the end-users on any future desired configuration changes and will coordinate all such changes with West as required. CenturyLink, though West, will provide the CUSTOMER with the following services:

- ✓ Managed Hosted VIPER Services
- ✓ Installation of host end equipment
- ✓ Training

CenturyLink will provide the CUSTOMER with the following services as it pertains to Managed Hosted VIPER:

- ✓ During installation activities, CenturyLink will have primary responsibility for the following:
  - Project Management
  - Receipt and inventory of equipment at PSAPs
  - Installation of CPE including servers, position equipment and networking equipment.
  - Cabling
  - All telco facing coordination and installation activities (from the demark back)
- ✓ Project Surveys. These are to be completed by an West Certified CenturyLink technician and the completed survey must be provided to the West Project Manager within five business days of completion.
- ✓ Tier 1 Support

Work performed by the CUSTOMER outside of the above parameters will result in a voiding of warranty, cancellation of maintenance services, additional service fees, recertification, reinstatement or any of the above. West authorizes CenturyLink West Certified technicians to perform move, add and change orders without assistance from, but with coordination with, West unless the activity includes the installation of a software upgrade. Upgrades will require coordination with West and assistance as required to make necessary host end changes. Included in the permitted activities are installation of knowledge bases and feature releases not part of a software upgrade and installation of additional positions.

If CenturyLink is required to dispatch on-site to repair an issue caused by CUSTOMER, CenturyLink may invoice CUSTOMER for its related time and travel expenses.

Responsibility Matrix

The following matrix outlines the responsibilities of each party for the Managed Hosted VIPER Services. Where both parties have been listed, the first-named party is lead, and this SOW more specifically defines the responsibilities of each party.

Task	**Responsibility**
Project Implementation	
Project Management	CenturyLink with West support
Project Plan for A9-1-1 Solution	West/CenturyLink
Managed Hosted VIPER System Architecture	West
Managed Hosted VIPER Services Network Architecture	West

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Network Architecture contained within the Managed Hosted VIPER Solution	West
Redundant MPLS Connectivity between the ECMCs, CenturyLink data center, and each CUSTOMER Facility– Establish and test connectivity	CenturyLink
CUSTOMER Facilities	CenturyLink/CUSTOMER
CUSTOMER Facility Site Preparation (floor space, power, etc.)	CUSTOMER/CenturyLink
CUSTOMER Facility Project Survey for West Managed Hosted VIPER Services PSAP Equipment	CenturyLink/West
Project Survey Analysis and Report	West
Project Survey Guideline and Documentation	West/CenturyLink
Site Readiness as addressed in Project Survey Analysis and Report	CenturyLink/CUSTOMER
PSAP Data Collection, Configurations/Lists – Star Codes, Transfer, Contact List, etc.	CenturyLink/West/CUSTOMER
West Managed Hosted VIPER Services PSAP Equipment – Install and Maintain and CUSTOMER Facility	CenturyLink
West Managed Hosted VIPER Services PSAP Equipment – Provide and Stage	West
Managed Hosted VIPER Services Training	West
Pre-production and End to End Testing	West/CenturyLink/CUSTOMER
Develop Migration plan and execute Migration Testing	West/ CenturyLink/CUSTOMER
Managed Hosted VIPER Services Production Turn-up	West/ CenturyLink/CUSTOMER
MIS Reporting	CUSTOMER
Managed Hosted VIPER Services– Monitoring	West/CenturyLink
Managed Hosted VIPER Services - Tier 1 Maintenance	CenturyLink
Network Monitoring and Maintenance	West/CenturyLink
Managed Hosted VIPER Services Upgrades	West/CenturyLink
Managed Hosted VIPER Services Log storage and backups	West/CenturyLink
Problem Reporting	CenturyLink/CUSTOMER/West
Problem Triage and Resolution	CenturyLink/West/CUSTOMER
West Managed Hosted VIPER Services Network Capacity Management	West
MPLS Network Capacity Management	West
Managed Hosted VIPER Solution Network Capacity Management	West

Table 1: Responsibility Matrix

Scalable, IP-Based Solution

Managed Hosted VIPER Service leverages Session Initiation Protocol ("SIP") technology.

Managed Hosted VIPER Services provides CUSTOMER PSAPs with:

- ✓ No upper limit in regard to number of End-users
- ✓ A networked model that integrates data and voice traffic
- ✓ Implementation of call queues to meet call taker distribution needs

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Configurable Call Distribution and Integrated Automatic Call Distribution ("ACD") Features

Managed Hosted VIPER Services provide a configurable layering of options and features for call distribution within each CUSTOMER and between other PSAPs (Other PSAPs must be on the Managed Hosted VIPER Services Platform) as necessary for backup scenarios.

Managed Hosted VIPER Services support **Ring Groups**, where calls are sent to all available workstations.

Managed Hosted VIPER Services support Multiple ACD algorithms:

- ✓ **Longest Idle:** Presents next call to the agent least recently called by this queue
- ✓ **Fewest Calls:** Presents next call to the agent with fewest completed calls from this queue
- ✓ **Round Robin:** Calls presented to all agents in sequence

Managed Hosted VIPER ACD provides multiple features:

- ✓ **ACD Queue**: Allows lines and trunks to be assigned to specific queues. Each agent can be a member of one or more ACD queues. An agent will receive a call from a queue when they are logged on and ready.
- ✓ **Agent Priority:** Allows a priority to be assigned to each agent in a queue.
- ✓ **Line Priority:** Allows priorities to be assigned to each line in a queue.
- ✓ **Queue Recorded Announcement:** A PSAP-recorded announcement can be played at intervals to callers waiting in a queue.
- ✓ **Queue Wrap-up time:** Allows a time interval to be configured to allow agents to complete tasks from a previous 9-1-1 call before a new call is presented.
- ✓ **Private Call Park:** Allows an agent to place a call in a 'on hold' state in order to be able take other calls in a queue and then return later to the parked call.
- ✓ **Forced Connect:** This feature can be enabled or disabled. When enabled, agents that are logged on and ready to accept calls are automatically connected to ACD calls and hear a zip tone as notification that they have been connected to a new call.

Power 9-1-1 Intelligent Workstations

Managed Hosted VIPER Services include Power 9-1-1 intelligent workstations that provide agents with on-screen call control of emergency and administrative calls. All workstations will be considered Managed Hosted VIPER Services PSAP Equipment. Power 9-1-1 workstations have a configurable ALI display, repeat ALI, and the ability to exchange pANI with the wireless call-back number based on the wireless TSP and class of service combinations.

Power 9-1-1 also provides the following user features:

- ✓ **Integrated TTY** via Baudot with pre-programmable messages, HCO/VCO, and optional buffered mode so that messages are delivered at one time rather than character by character.
- ✓ An **Integrated Call Check Recorder** allows calls to be recorded automatically or on-demand. Agents can play back recently completed calls within a configurable time period.
- ✓ **Integrated Greeting Announcement**: A customized greeting announcement can be automatically played when an agent answers calls.
- ✓ **Intelligent Speed Dialing** currently provides up to 1500 programmable speed dials and voice transfers between positions or to a third party.
- ✓ An **Integrated Phone Book** has no imposed limits on the number of contacts with configurable agent read/write access rights.
- ✓ Fully searchable **Agency List** to allow each CUSTOMER PSAP to manage and contact thousands of agencies.

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- ✓ **On-the-fly Multi-lingual support** with language selected via drop down menu functions for the GUI text.
- ✓ **Message board** to support instant messaging between all signed on Power 9-1-1 users.

Power 9-1-1 allows profiles to be configured by workstation, agent, or role (e.g. call taker or dispatcher) to control features and content to meet the preference of every CUSTOMER PSAP. The legend of each button on the screen can be changed to match the language of the call taker or to identify a button operation in a more familiar way. The configurable text strings supports any language that can be represented by Unicode. These text strings are implemented during initial deployment using the End-User Configuration System tool. An West technician must make requested changes using the tool.

CenturyLink or West will provide and install intelligent workstations at each CUSTOMER facility with Power 9-1-1 and Power MIS capabilities.

CenturyLink, through West, will provide the following software and equipment for each Power 9-1-1 workstation, which will constitute Managed Hosted VIPER Services PSAP Equipment.

- ✓ Power 9-1-1, with the following features:
  - Location Module – Displays ANI/ALI
  - Computer telephony module – Provides on-screen telephony. The computer workstation itself is the call taker's phone device, with call control operations performed via the workstation mouse and keyboard with the Graphical User Interface ("GUI") providing visual feedback.
  - Contact Module – An integrated phonebook and contact list. Enables speed dials and transfers between positions, to a third party, or to an external device such as a rip-n-run printer.
  - Message Board Module – Enables instant text messaging between all signed on Power 9-1-1 users within the CUSTOMER PSAP. The Message Board is an inter-workstation text-based messaging capability. It is unrelated to external "Message Boards".
  - Lists Module – Provides multiple Call Lists and Queries, including active and abandoned calls, instant call queries and historical calls.
  - Toolbar – Provides configurable on-click access to certain functions.
  - Incident Manager Software – Provides Incident Detailing, premise information and standard operating procedures.
  - Integrated Call Check Recorder.
  - Integrated TTY.
- ✓ Power MIS web access
- ✓ Two LCD monitors per position – brands as determined by CenturyLink and West. Additional monitors, per application, will be supported at the request of the CUSTOMER. Touch screen monitors are not currently supported.
- ✓ Each Power 9-1-1 position will be adjusted to the electrical characteristics of a given handset or headset model. As such, in PSAPs where multiple models are used, the CUSTOMER will be responsible for ensuring the handset or headsets are only used at the positions specifically adjusted for those models.
- ✓ A Handset
  - The CUSTOMER may elect to provide headsets for selected positions. Any headset used on the system must be approved by West for compatibility. A current list of approved headsets is available upon request.

West uses secure, limited access via the A9-1-1 Solution Network to the browser-based Managed Hosted VIPER Services PSAP Management Gateway. The Managed Hosted VIPER Services PSAP Management Gateway can be accessed locally on the Auxiliary Workstation solely by an West certified

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technician for system configuration of the Managed Hosted VIPER. CenturyLink or West will provide, install and maintain one current model color laser printer at each CUSTOMER facility. The CUSTOMER will be responsible for ink, toner and paper. The CUSTOMER will not have access to the Managed Hosted VIPER Services PSAP Management Gateway. For each CUSTOMER PSAP, the Power 9-1-1 workstation configuration will be setup as a square system, meaning that all positions will be presented with the same profile, including screen layout, agency access, transfer profiles, etc.

Managed Hosted VIPER Service Responsibilities

Point of Contact

West Responsibility:

West will provide a Program Manager for CenturyLink and CUSTOMER who will act as the Single Point of Contact ("SPOC") for the A9-1-1 Routing, A9-1-1 ALI Management, and the Managed Hosted VIPER planning and deployment phases. Individual project managers will also be assigned by West for each of the functions above as a support for the SPOC.

CenturyLink Responsibility:

CenturyLink will designate a project manager as the single point-of-contact for the CUSTOMER for all planning and deployment phase activities for the services.

Project Management and Detailed Project Plan

West Responsibility:

West will provide project management for all West Managed Hosted VIPER responsibilities under this SOW. West will co-ordinate with CenturyLink in developing an integrated Managed Hosted VIPER Solution project plan for transition activities. The Managed Hosted VIPER Solution project plan will include milestones for each project phase and will be updated over the course of the project as mutually agreed upon by all parties. West will support CenturyLink in their CUSTOMER project management efforts.

West will provide support personnel to complete West responsibilities in a timely manner as set forth in the project plan. West will be responsible for all travel expenses for West personnel.

CenturyLink/CUSTOMER Responsibility:

CenturyLink will provide project management for the CUSTOMER for all Managed Hosted VIPER responsibilities of CenturyLink under this SOW.

The CUSTOMER will provide support personnel to complete all responsibilities of the CUSTOMER under this SOW in accordance with the mutually agreed upon final project plan.

Managed Hosted VIPER Configurable Attributes

West Responsibility:

West will work with the CUSTOMER to create a data collection form to support the information required to configure Managed Hosted VIPER for the CUSTOMER PSAP.

CenturyLink/CUSTOMER Responsibility:

CenturyLink and the CUSTOMER will provide West with a complete list of configurations for the CUSTOMER PSAP in accordance with the detailed project plan.

Power 9-1-1 Workstations

West Responsibility:

West will install and monitor each Power 9-1-1 Workstation. The West Network Operations Center (NOC) captures alarms on all West provided equipment including the CUSTOMER equipment including Power 9-1-1 workstations.

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West will provide an End-User Configuration System ("CCS") and training on the system for data input and managing the configurations for Power 9-1-1. CCS allows the End-User to configure their Power 9-1-1 information directly into the Power 9-1-1 configuration tool.

CUSTOMER Responsibility:

The CUSTOMER will provide the following space for each Power 9-1-1 workstation:

- ✓ 7" x 17" x 15" either on or under the desktop
- ✓ 18" x 10" x 21" on the desktop for each monitor

The CUSTOMER will provide power, ground, and environmental controls for the Power 9-1-1 workstations to be installed at each CUSTOMER Facility as follows:

- ✓ HVAC - Each Call taker and Supervisor workstation position with two 23" Monitors will dissipate a maximum of 1950 BTUs per/hour.
- ✓ A minimum of two 15-ampere circuits (20A recommended) to provide diverse power for the Power 9-1-1 workstations. Each circuit must be wired to an individual circuit breaker. Each circuit must provide two fourplex outlets with individual hot, neutral and ground wires at a position location. One 15-ampere circuit can support up to three Power 9-1-1 workstations, if there are more than 6 positions, additional dedicated circuits must be installed, one additional for each three workstations. Workstations should be distributed evenly across the circuits. Circuits for Power 911 workstations should be connected to UPS.
- ✓ Additional circuits may be required for other non-emergency equipment.
- ✓ Each position should be prepared with two (4 x 120 VAC) outlets as follow:
  - Two power receptacles for monitors
  - One Power connector for the PC (NEMA 5 15P)
  - One power receptacles for speakers (for Power 9-1-1 ringing)

CUSTOMER PSAP Training
West Responsibility

West will provide on-site training for PSAP Call Takers/Dispatchers and Administrators.

CenturyLink/CUSTOMER Responsibility:

The CUSTOMER will provide facilities for each on-site training session. On-site training will be scheduled after the Power 9-1-1 equipment has been installed and configured at the designated training location.

The CUSTOMER will be responsible for identifying the training attendees and ensuring they attend the West provided training. CenturyLink and the CUSTOMER will provide West with a complete list of attendees for each West training session and their positions a minimum of five business days prior to the start date for each training session. CenturyLink and the CUSTOMER will be responsible for training additional personnel within their organizations, as necessary, unless Optional Training services are requested. Optional Training services may include CUSTOMER or Administrator training and is priced per day for a minimum of one class per day.

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PSAP Call Takers/Dispatchers

West Responsibility:

West will provide either end-user training or train the trainer training including:

Training the Trainer - one on-site training session on six work stations for up to eight CUSTOMER Power 911 call takers/dispatchers. This training is expected to last for two full days (six training hours per day). Training will be provided in train-the-trainer format.

End User Training - in lieu of Training the Trainer West can provide all End User Training. Training is provided to a maximum of eight CUSTOMER call takers/dispatchers, per training session, with a maximum of two training sessions per day. One workstation for each two students is required. Additional Optional Training days may be purchased to accommodate all call taker/dispatchers.

PSAP Administrators

West Responsibility:

West will provide one on-site training session for CUSTOMER PSAP administrators. This training is expected to last for two full days (six training hours per day). CUSTOMER may determine the number and type of employees attending the West on-site training as long as the CUSTOMER provides an adequate training facility and workstations/computers for number of attendees. One day of Administrator training is typically used to support the cutover. In addition to the A9-1-1 VIPER Services training topics, this training will focus on:

Power 911

Power MIS

Production Turn-up

West Responsibility:

West will work with CenturyLink and the CUSTOMER to mutually agree on a Testing and Production Migration Plan. The Testing and Production Migration plan will cover pre-production end to end testing and production testing with CenturyLink and the CUSTOMER, and deployment. During pre-production testing, technical support will be provided during West Normal Business Hours. System testing and the production migration for each CUSTOMER PSAP will be implemented according to the detailed project plan.

CenturyLink/CUSTOMER Responsibility:

CenturyLink and the CUSTOMER will work with West to execute testing of the Managed Hosted VIPER Call handling system in accordance with the detailed project plan. CenturyLink will provide onsite support during the Production Turn-up at the CUSTOMER Facility.

Monitoring, Maintenance, and Support

CenturyLink /CUSTOMER Responsibility:

CenturyLink will perform maintenance and software/equipment upgrades at the PSAP location for Managed Hosted VIPER Services.

CenturyLink will provide On-site Support Services by West certified technicians to assist with issues that require System expertise in troubleshooting and restoration at the End-User's location.

On-Site Support Service includes:

Dispatch a technician to End-User's site when the issue cannot be resolved remotely.

- ✓ When on-site, assist End-User in performing System diagnostics.

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For On-Site Support Services the CUSTOMER will:

- ✓ Brief on-site CenturyLink technician on issue(s) and actions taken.
- ✓ Allow CenturyLink both on-site and remote access to the System. Remote access is made utilizing a secure VPN to each site.
- ✓ Validate issue resolution prior to close of the case.
- ✓ Cooperate with CenturyLink and perform all acts that are reasonable or necessary to enable CenturyLink to provide the On-Site Support Services. These include maintaining a suitable environment (heat, light, and power) and providing the technician with full, free, and safe access to the System. All sites must be accessible by standard service vehicles.

West Responsibility:

West will provide application level monitoring for West provided network elements. West currently utilizes HP Open View and Sentry Monitoring products which monitor the Managed Hosted VIPER systems including network elements, backroom equipment and workstations.

West will provide Remote Technical Support (Help Desk) to CenturyLink's Network Reliability Operations Center (NROC) for the West System. Help desk support is available 24/7 through both a toll free hotline and a secure End-User Internet portal. All service inquiries are tracked by a CRM trouble ticket system.

Requests made for West personnel onsite will be made available to CUSTOMER at an additional cost.

Software Release Upgrades

West Responsibility:

West will complete and install regularly scheduled software release upgrades on the Managed Hosted VIPER equipment hosted in CenturyLink Datacenters. West provides ongoing maintenance release upgrades at no additional charge; where new features are requested by CUSTOMER additional charges may apply.

CenturyLink Responsibility:

CenturyLink will complete and install regularly scheduled software release upgrades available for the Managed Hosted VIPER equipment hosted at CenturyLink locations. CenturyLink to perform West system updates to CUSTOMER PSAP CPE as part of regular preventative maintenance as well as to keep CPE call handling equipment at proper revisions for compatibility with all other system components.

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CENTURYLINK 9-1-1 AGREEMENT
ATTACHMENTS, EXHIBTS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERIVCE EXHIBITS
CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE STATEMENT OF WORK FOR INFRASTRUCTURE IMPLEMNTATION

1.0 Overview

This Statement of Work describes the hardware, software, and services that CenturyLink will deploy and build out as the necessary CenturyLink infrastructure to support the State of Arizona PSAP's Managed NG9-1-1 and Customer Premise Equipment (CPE) solution (call answering equipment). The network resulting from this SOW will be used exclusively for the benefit of 9-1-1 Centers in the State of Arizona, and may benefit 9-1-1 Centers in other counties or parts of the State that Customer is not located. CenturyLink will solely and exclusively own and license any of the hardware, software, and services that are implemented under this SOW, and the infrastructure will be used to provide services on a subscription or license basis for a defined term to Customer as described in an Agreement between CenturyLink and Customer.

2.0 Network Components

CENTURYLINK will install and/or provision the following network components to support the core functions of the NG9-1-1 and CPE infrastructure. CENTURYLINK will provide all hardware, software, and services to build out all network components. This includes:

- Emergency Services (ES) trunks from the four (4) Arizona CENTURYLINK legacy selective routers to one of two (2) Legacy Network Gateways (LNG)
- At each LNG, two (2) diverse 1Gig CenturyLink IQ™ Private Port circuits to the CENTURYLINK MPLS cloud for LNG to ECMC (Emergency Communications Management Center) connectivity
- A 1Gig point-to-point circuit between the two Arizona LNGs
- At each ECMC, two (2) diverse 1Gig **CenturyLink IQ™** Private Port circuits to the CENTURYLINK MPLS cloud for LNG to ECMC connectivity
- At each ECMC, two (2) diverse 1Gig circuits to VIPER host systems for NG9-1-1 IP SIP call delivery from the IP Selective Router (IPSR) or i3 functional components to VIPER host
- Provisioning, through the West WAN, of VIPER node to node connectivity between the ECMC
- At each ECMC, two (2) diverse 1Gig **CenturyLink IQ™** Private Port circuits to the CENTURYLINK MPLS cloud for NG9-1-1 IP SIP call delivery from the IPSR or i3 functional components to VESTA host
- Two (2) 1Gig point-to-point layer 2 circuits for connectivity between each VESTA core
- At each ECMC, two (2) diverse 1Gig **CenturyLink IQ™** Private Port circuits to the CENTURYLINK MPLS cloud for VIPER Host to Remote connectivity
- At each VESTA host site, two (2) diverse 1Gig **CenturyLink IQ™** Private Port circuits to the CENTURYLINK MPLS cloud for VESTA host to remote connectivity
- At each VESTA host site, one (1) **CenturyLink IQ™** Internet Port circuit to the CENTURYLINK MPLS cloud for VESTA to Airbus NOC connectivity and CENTURYLINK VPN access
- At the Airbus NOC, two (2) **CenturyLink IQ™** Internet Port circuit to the CENTURYLINK MPLS cloud for VESTA to Airbus NOC connectivity
- Two (2) diverse **CenturyLink IQ™** Private Port circuits from the CENTURYLINK MPLS cloud to Phase I PSAPs for VIPER or VESTA host to remote connectivity
- CENTURYLINK will provide all routers, network switches, firewalls, and gateways required for network connectivity

3.0 Legacy Network Gateway (LNG)

CENTURYLINK will provide, install and/or provision the following NG9-1-1 components at each Legacy Network Gateway (LNG):

- Required space in two (2) LNG Data Centers for equipment hardware
- Rack space, racks, and protected AC power in data centers
- Gateways installed at each LNG to convert analog CAMA trunks to IP SIP trunks
- Routers and firewalls
- Terminal Servers
- Network Monitoring and Managed Services hardware and applications
- All Network components from Section 1.0

4.0 Emergency Communication Management Center (ECMC)

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CENTURYLINK will provide, install and/or provision the following NG9-1-1 and CPE components at each Emergency Communications Management Center (ECMC)

- Required space in two (2) ECMC Data Centers for equipment hardware
- Rack space, racks, and protected AC power for all ECMC equipment including Internet Protocol Selective Router (IPSR).
- Event Logging Services
- Clear View Reporting Services
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0

5.0 VIPER Host Sites

CENTURYLINK will provide, install and/or provision the following VIPER CPE components at each Emergency Communications Management Center (ECMC)

- Required space in two (2) ECMC Data Centers for equipment hardware
- Rack space, racks, and protected AC power for all VIPER equipment
- All VIPER Geo Diverse Multi-Node host servers, software, applications, and gateways
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0
- All costs for required security equipment
- NMS Monitoring Probes – Used to conduct service level measurements for end-to-end VoIP (SIP) call testing

6.0 VESTA Host Sites

CENTURYLINK will provide, install and/or provision the following VESTA CPE components at each VESTA Host Location

- Required space in two (2) VESTA Host Data Centers for equipment hardware
- Rack space, racks, and protected AC power for all VESTA equipment
- All VESTA Distributed Geo Diverse host servers, software, applications, and gateways
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0
- All costs for required security equipment
- NMS Monitoring Probes – Used to conduct service level measurements for end-to-end VoIP (SIP) call testing

7.0 Phase I PSAP Remote Sites

CENTURYLINK will provide, install, and/or provision the following CPE components at each remote PSAP site:

- Required racks for network components
- Extend D-Marks to customer's equipment room
- Provide and install network routers, firewalls, and switches as required
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0

8.0 Network Operations Centers (NOC)

Included in this SOW is all cost for CENTURYLINK, West, and Airbus-DS to build out the required NOC infrastructures. This may include placement of hardware, reconfiguration of existing hardware and/or software, remote monitoring services for network and CPE components, and reporting engines to meet requirements as described in the CENTURYLINK Service Exhibit.

9.0 Testing

CENTURYLINK will test all infrastructure core components before turning up PSAPs. This will include:

- Test all IP network elements to validate meets or exceeds network metrics
- Test all ES trunks for proper routing and voice quality
- Test and validate system monitoring for core infrastructure is working

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- Test VPN remote access is working

Example of pre-testing to be performed:

- Test Setup
  - Two (2) test trunk groups will be created, one for routing to VIPER system and other for routing to VESTA position
  - Test positions will be installed for each NG9-1-1 system
- Test 9-1-1 calls will be placed to measure the following
  - Call routed to the proper 9-1-1 system, VIPER or VESTA
  - ANI and ALI were sent and received
  - Voice quality and MOS scores will be tested and measured
  - Transfer to legacy PSAP was successful including ANI and ALI
  - Transfer from legacy PSAP was successful including ANI and ALI

Note: Testing above is for critical NG9-1-1 call delivery to the host system. Further in depth Host to Remote PSAP testing will be conducted for each PSAP as it is being installed and prepped for system turn-up.

10.0 Deliverables

- Detailed Network Design for:
  - LNG
  - ECMC
  - VIPER Geo Diverse Multi Node Host
  - VESTA Geo Diverse Host
- Testing Results – Written report detailing the successful pre-testing from section 9 of the NG9-1-1 infrastructure before making the system active.

11.0 Schedule and Milestones

The below list consists of the milestones identified for the implementation of this Statement of Work:

Milestone	Description	Start Date	Stop Date
1	**Agreements Completed -** Infrastructure SOW and Infrastructure Agreement signed and completed	TBD	TBD
2	**Definition Phase**	TBD	TBD
3	**Architecture Phase**	TBD	TBD
4	**Integration Phase**	TBD	TBD
5	**PSAP and Host Orders and Installation**	TBD	TBD
6	**Deployment Phase**	TBD	TBD
7	**Maintenance Phase**	TBD	TBD

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CENTURYLINK 9-1-1 AGREEMENT
ATTACHMENTS, EXHIBTS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERIVCE EXHIBITS
CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM

Definition of Terms

Term	Definitions
ALI	Automatic Location Identification
BGP	Border Gateway Protocol
CAD	Computer Aided Dispatch
CAMA	Centralized Automatic Message Accounting
CDR	Call Detail Record
CE	(Customer Edge) MPLS Router at customer site. CENTURYLINK will provide this equipment with the Managed 9-1-1 Solution
CPE	Customer Provided Equipment
CUG	Closed User Group
DDOS	Distributed Denial of Service Attack
Diversity	Two paths with no single point of failure with two complete entrance facilities
DOS	Disk Operating System
ECMC	Emergency Call Management Center. Location of IP Selective Router, i3 functional elements, and VIPER Hosts
ECRF	Emergency Call Routing Function
ELT	English Language Translations
EM Trunk	Emergency Management Trunk
EO	End Office
ES Trunk	Emergency Services Trunk
ESInet	The network the i3 architecture runs on
ESN	Emergency Services Number
ESQK	Emergency Service Query Key
ESRD	Emergency Services Routing Digit
ESRK	Emergency Service Routing Key
ESSID	Electronic Switching System Identification
FW	Frequency Modulation
Gateway	Gateways are used to convert legacy TDM (Time Division Multiplexing) voice calls to IP
GIS	Geographic Information Systems
GPS	Global Positioning System
GUI	Graphical User Interface
HSRP	Hot Standby Router Protocol
ILEC	Independent Local Exchange Carrier
IP	Internet Protocol
IPP	IP Precedence
IPSR	IP Selective Router
IQ MPLS	IQ MPLS Private Port - CENTURYLINK Product name for a private MPLS network.
KVM	Keyboard, Video, and Mouse
LATA	Local Access and Transport Area
LNG	Legacy Network Gateway - Interfaces between the legacy network and the ESInet
LSR	Legacy Selective Router
LSRG	Legacy Selective Router Gateway
LVF	Location Validation Function
MOA	Memorandum of Agreement
NGAP	Next Gen Aggregation Point
NPD	Numbering Plan Digit (1 digit number assigned to represent an area code. Example: 2 = 602, 3 = 520)
OAM	Operations, Administration and Management
PE	(Provider Edge) CENTURYLINK network equipment used to provision its IP Network
PGM	PSAP Gateway Manager
POP	Point of Presence - an artificial demarcation point where servers, routers, and other devices are located

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PSAP	Public Safety Answering Point
QoS	Quality of Service
RCL	Regional Co Location - Now referred to as LNG
RFAI	Request for Assistance Interface
RTT	Real Trip Time
SBC	Session Border Control
SIP	(Session Initiated Protocol) – The protocol used for initiating, managing, and terminating VoIP traffic over an IP network
SLA	Service Level Agreement
SR	Selective Routing
SRDB	Selective Routing Database
SS7	Signaling System 7
TDM	Time Division Multiplexing
TG	Trunk Group
TN	Telephone Number
TSP	Telecommunication Service Provider - TSP means a provider of wireline, wireless, VoIP, MLTS (shared tenant or PBX providers) or any other service provider permitting its End Users of such technology to access a PSAP by dialing the digits 9-1-1 and having the applicable 9-1-1 Governing Authority's approval to access said PSAP(s). TSP for the purpose of this Agreement includes, but is not limited to, all ILECs, CLECs, CMRS, VoIP or other service providing entities requiring access to West Comm's Intelligent Emergency Network®.
TSS Database	Transaction Services System – A data management system developed by West that processes and maintains data for ALI retrieval and selective routing for enhanced 9-1-1 systems.
VoIP	Voice over IP
VPN	Virtual Private Network - a logical private network running over 1 physical connection.
VRRP	Virtual Router Redundancy Protocol

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1.0 NEXT GEN 9-1-1 ROUTING SERVICES OVERVIEW

CENTURYLINK's Next Gen 9-1-1 Routing is a specialized managed network for processing 9-1-1 calls from both traditional voice and non-traditional voice and data networks. Next Gen 9-1-1 Routing provides traditional selective routing functionality and IP-enabled interface alternatives. Next Gen 9-1-1 Routing is a service for the routing and delivery of 9-1-1 calls from end office, central office, control office, mobile switching center, and IP-enabled interface alternatives (hereafter collectively referred to as "End Office") to STATE designated PSAPs over a CENTURYLINK IQ MPLS Private Port, rather than routing such calls through the ILEC's selective router. Next Gen 9-1-1 Routing includes the delivery of ANI and supports 8 (NPD+7) or 10 digits. Next Gen 9-1-1 Routing service requires the input of selective routing database (SRDB) updates from the database management system. Other SRDB data sources are anticipated in the future. As such, all TNs/ESRKs/ESRDs/ESQKs as well as all such pseudo ANI schemas which may be propagated via the NENA recommended standards or any national standards body, routed with the Next Gen 9-1-1 Routing solution must be available to CENTURYLINK database management services as set forth in this Technical document.

Next Gen 9-1-1 Routing allows for specific call routing rules to be defined by CENTURYLINK. These include, but are not limited to:

- Selective Routing
- Trunk Only Routing
- PSAP Abandonment Routing
- Alternate Routing
- Default Routing
- Any other optional routing functionality that may become available through Next Gen 9-1-1 Routing services

PSAPs will work with CENTURYLINK to define and manage the PSAP's routing rules during the data gathering stage of the implementation. If PSAP or CENTURYLINK determines that changes need to be made, CENTURYLINK will make these changes without disruption of service.

2.0 INCREMENTAL ALI MANAGEMENT SERVICES

IPSR Routing service requires the input of SRDB updates from the TSS database management system. As such, all TNs/ESRKs/ESRDs/ESQKs that are to be routed with the Next Gen 9-1-1 Routing solution must be managed through the TSS database management services.

2.1 ALI TO ALI STEERING FOR WIRELINE 9-1-1 CALLS

As part of Next Gen 9-1-1 Routing services, CENTURYLINK will initiate communications with non-CENTURYLINK ALI providers for ALI to ALI steering via CENTURYLINK provided IP connectivity. ALI to ALI steering will be performed for wireline 9-1-1 calls only.

CENTURYLINK acknowledges that ALI to ALI steering covered by this Technical document will only address the steering scenarios defined in Section 2.1.

CENTURYLINK acknowledges that coordination will be required between CENTURYLINK and other 9-1-1 service providers in the assignment and on-going management of English Language Translations ("ELTs") (ESN/ESSIDs). Without this coordination, the ELTs may not work properly. CENTURYLINK cannot guarantee the cooperation of other 9-1-1 service providers.

In the event that there are multiple 9-1-1 service providers in the area, CENTURYLINK will initiate efforts to work with these service providers to identify the appropriate method of obtaining the ALI data.
The following ALI to ALI steering scenarios are not covered by this Technical document (see Section 2.2, Out-of-Scope requests):

- The non-CENTURYLINK ALI system does not support ALI to ALI steering.
- The non-CENTURYLINK ALI system ALI to ALI interface does not meet the CENTURYLINK interface specification.
- The selective router (SR) owner differs from the ALI owner.

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- The PSAP is served by multiple SRs, but trunk number sent in each wireline ALI Query does not correspond to the SR.
- The PSAP receives transferred calls from multiple Non-CENTURYLINK PSAPs served by different non-CENTURYLINK ALI systems, but multi-steering rules cannot be configured to distinguish which non-CENTURYLINK ALI to query.

2.2 Out-of-Scope Requests

PSAP requests that are beyond the scope of the deliverables outlined in this Technical document will require an enhancement request to CENTURYLINK. CENTURYLINK will reply using the Document of Understanding ("DOU") form outlining PSAP's request and CENTURYLINK's proposed solution. CENTURYLINK will respond in writing, as needed.

2.3 Enhancements for NEXT GEN 9-1-1 Data PSAPs

CENTURYLINK will complete and maintain Next Gen 9-1-1 Data and ALI-M enhancements to support ALI to ALI steering for PSAPs using Next Gen 9-1-1 Data

3.0 PS/ALI

The PS/ALI product will allow Private Switch or Centrex End Users within the CENTURYLINK region to manage Private Switch Subscriber information specifically allowing the Private Switch or Centrex End Users to create and update Private Switch Subscriber records with detailed station-level location information. The Private Switch detailed, station-level Subscriber information will be available to the PSAP during a 9-1-1 call to allow emergency responders to know the location of the calling party from a Private Switch system in a large or multi-building facility. These services are governed by this Technical document. Charges for these services will be handled in the following ways:

- Existing CENTURYLINK PS/ALI customers that are converted to a 9-1-1 routing that require CAMA trunks to be moved to the West LNG will be converted at no charge and monthly port fees will be waived
- New CENTURYLINK PS/ALI customers will require the appropriate network security measures in place, at no cost to West.
- New CENTURYLINK PS/ALI customers that require CAMA trunks to be terminated on the West LNG will be charged PS/ALI fees as stated in the tariff.

4.0 NEXT GEN 9-1-1 Routing Infrastructure

The Next Gen 9-1-1 Routing infrastructure is comprised of redundant, regionally diverse facilities that process an inbound emergency call and successfully presents the emergency call to the PSAP. The current infrastructure design is as follows: call enters the CENTURYLINK Next Gen 9-1-1 Routing network from the End Office (EO) through at least a pair of Legacy Network Gateways (LNGs) and, utilizing a set of pre-determined routing rules, is presented over a private iQ MPLS private port to the PSAP. Next Gen 9-1-1 Routing has the ability to deliver the emergency calls to the PSAP as 8 or 10 digit ANI using one of two methods, depending on the capabilities of the PSAP's Customer Premise Equipment. These methods are:

- Receipt of EO traffic over SS7, CAMA, PRI and/or IP
- Receipt and delivery of Selective Router Traffic (Call transfers and call handoffs) over SS7.
- Delivery over the private iQ MPLS private port and at the PSAP site, converting the signaling back into CAMA through the provided PSAP Gateway Managers (PGMs), using standards specified in NENA 04-001.
- Delivery over the iQ MPLS private port directly to the PSAP's CPE. The CPE must be capable of accepting emergency voice calls over IP and has been validated to be compatible with CENTURYLINK's Request for Assistance Interface (RFAI), West's ESRP Terminating Interface for A9-1-1 or Airbus specifications.
- As PSAPs migrate from CAMA deployments to SIP, the connectivity model will change. As part of SIP deployment, the PSAP's connectivity will go through additional network management and security devices (such as Session Border Controllers and Firewalls). This connectivity model change will not cause a change in the cost to CENTURYLINK and/or the PSAP.

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- ISDN PRI to the PSAP is not currently supported.

5.0 CENTURYLINK NEXT GEN 9-1-1 NETWORK DESIGN

Following the execution of the Agreement, CENTURYLINK and PSAP will finalize the detailed design of the Next Generation 9-1-1 call routing network delivering emergency calls to the PSAP.

CENTURYLINK will authenticate all other third-party service provider's data applications through CENTURYLINK infrastructure. Furthermore, the Parties will incorporate into this Technical document a mutually agreed upon Statement of Work defining (i) CENTURYLINK's suite of Next Gen 9-1-1 Service data applications, and (ii) the Parties' roles, responsibilities and obligations regarding said applications. The Statement of Work will contain interface specifications associated with authentication. CENTURYLINK will provide to PSAP a brief description of each third-party application, a brief description of the application authentication and a notification of acceptance. If any third-party service provider's application fails to authenticate, CENTURYLINK will provide a copy of the outline sent to the third-party provider detailing the portion of the authentication that failed and any corrective actions that need to be taken in order to authenticate.

All private ports between CENTURYLINK ECMC and the PSAP will be assigned to a dedicated Closed User Group (CUG) and follow the authenticate process as mutually agreed upon.

No application will be activated without the PSAPs direct authorization. The authentication process will include an assessment and identification of the bandwidth impact.

5.1 IP TO HOST

CENTURYLINK will provide diverse IP connectivity through diverse POPs via the CENTURYLINK provided iQ MPLS private port from the ECMC to the PSAP (VIPER or VESTA) Host.

5.2 PUBLIC SAFETY IQ MPLS PRIVATE PORT REQUIREMENTS

CENTURYLINK will provide IP connectivity between Next Gen 9-1-1 Routing ECMCs and the PSAP site. All equipment to be deployed at the PSAP to support Next Gen 9-1-1 services will be supplied by CENTURYLINK.
The CENTURYLINK provided IP connectivity from the Next Gen 9-1-1 Routing solution to the PSAP will meet the following requirements:

- Redundant and diverse IQ MPLS private port connectivity to the PSAP, where facilities allow.
- A maximum 150 millisecond Round Trip Time (RTT) through network, assuming 500 bytes sustained for 1 minute without packet loss.
- The iQ MPLS private port will have the appropriate levels of security in place both at the physical and application layers to provide for 99.999% availability.
- The CENTURYLINK-provided iQ MPLS private port will support QoS IP prioritization to allow the management of the prioritization of 9-1-1 voice/data/OAM network traffic
- The CENTURYLINK provided iQ MPLS private port will meet the industry standard P.01 grade of service. P.01 will be applied from CENTURYLINK sites to the PSAP over the CENTURYLINK supplied network.
- Card level mapping will be provided when orders for circuits are placed. CenturyLink will disclose where any single points of failure may exist due to network convergence.

5.3 NETWORK PROTOCOLS

The ESInet design is based on current open industry standards and NENA i3. Network components are based on Cisco IOS software. The Cisco IOS software DiffServ is fully compliant with the Internet Engineering Task Force (IETF) standards defined in RFC 2474, RFC 2475, RFC 2597 and RFC 2598.

Quality of Service

The primary network between the data center and PSAPs will implement Quality of Service (QoS) to manage and prioritize any type of IP traffic (voice, data, and multi-media). QoS is performed primarily

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through packet marking with Differentiated Services Code Point (DSCP) for scalable management of network traffic. The audio stream (Real Time Transport Protocol - RTP) is marked with "Expedited Forwarding," the highest class of service available. This is appropriate for real-time media like voice, and is mapped to a priority queue. Signaling packets (Session Initiation Protocol or Media Gateway Control Protocol) are placed in another queue. This prioritization of packets ensures that voice packets get the highest priority in the network.

Encryption

RTP is not specifically encrypted to the user; however; transport between devices over IP access clouds is encrypted using standard IPSEC (AE256) tunneling.

Mean Opinion Score

Edge routers in the ESInet perform constant quality testing back to the core data centers by sending a stream of synthetic RTP packets across the tunnels that traverse the IP network via Cisco's IPSLA (Internet Protocol Service Level Agreement) functionality. The IPSLA configuration is managed by the PSAP edge routers towards the routers at the data centers. The core routers then change the sequence number and timestamp on each synthetic RTP packet, which is then retransmitted back to the remote site router.

This generates a four-second stream of RTP towards the mGRE interface on the data center edge router, using the same G.711 codec used for the voice application itself. One hundred packets are sent with an interval of 40 milliseconds. The test restarts after five seconds (each test is padded with an extra second to avoid overlapping tests). The Cisco IPSLA application then derives both Impairment Calculated Planning Impairment Factor (ICPIF) and MOS (Mean Opinion Score) values from these detailed test results.

If the MOS score drops to 4.00 or below, a Cisco Embedded Event Manager (EEM) script will failover the call over to the alternate IP network instance with no impact to the quality of the call. The EEM will continue to monitor the "failed" path and will require 16 consecutive four-second tests scoring above a MOS of 4.0 in order to begin using the previous MPLS path. With this configuration, the system will consistently achieve greater than 4.0 MOS.

The Center of Excellence network operations center (NOC) will actively monitor the network's quality using the industry standard MOS that automatically activates alarms on the router if the MOS score dips below a specific value. When this occurs, the router will automatically route all traffic over the redundant IP network route.

Included Protocols and Technology:

- Border Gateway Protocol (BGP)
- Cisco Express Forwarding Multilayer Switching (CEF-MLS)
- Cisco Internet Protocol Service Level Agreement (IPSLA)
- Connectivity Fault Management (CFM)
- File Transfer Protocol (FTP)
- Hypertext Transfer Protocol Secure (HTTPS)
- Internet Protocol Security (IPSEC)
- IEEE 802.1Q (Dot1Q)
- Link Aggregation Control Protocol (LACP)
- Media Gateway Control Protocol (MGCP)
- Multipoint Generic Routing Encapsulation (mGRE)
- Multiprotocol Label Switching (MPLS)
- Microsoft Message Queuing (MSMQ)
- Open Shortest Path First (OSPF)
- Real Time Transport Protocol (RTP)
- Rapid Spanning Tree Protocol (RSTP)
- Session Initiation Protocol (SIP)
- Simple Network Management Protocol (SNMP)
- Secure Shell (SSH)

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- Transmission Control Protocol / Internet Protocol (TCP/IP)
- Virtual Router Redundancy Protocol (VRRP)
- Virtual Local Area Network (VLAN)
- Virtual Routing and Forwarding (VRF

5.4 IP Address Schema

CENTURYLINK will manage the IP address scheme for Next Gen 9-1-1 Routing communications through the CENTURYLINK iQ MPLS private port for connectivity to ECMC sites, LNG sites, VIPER and VESTA Hosts, and PSAPs, including CENTURYLINK POPs.

5.5 Standard Security Procedures

The CENTURYLINK provided iQ MPLS private port will have the appropriate levels of security in place both at the physical and application layers, as determined within IPP. CENTURYLINK will secure the CENTURYLINK-provided iQ MPLS private port using industry standard security procedures against security attacks from other networks or the public Internet. The CENTURYLINK-provided iQ MPLS private port will be a virtual private network, with IP addresses not publicly accessible via the public Internet. CENTURYLINK will work with PSAP customer as needed to ensure router configurations meet PSAP customer security requirements, provided such requirements do not conflict with CENTURYLINK internal security procedures.
CENTURYLINK will employ security measures where a PSAP may have dual-homed CPE (connected to both the CENTURYLINK solution and another service provider's network)

5.6 West Data Centers and NG9-1-1 Security

Wests' cyber security policies, standards, and guidelines are compliant with industry best practices as defined by International Organization for Standardization and Control Objectives for Information and related Technology (COBIT). Wests' expertise and commitment to network security are evidenced by our active participation in the Network Reliability and Interoperability Council (NRIC) 7 focus group 2B Cyber-Security. Wests' next generation emergency services network is a secured and private IP managed network. All inbound and outbound traffic is through well defined and controlled access points. Call processing and real-time data delivery are implemented through specialized subnets.

West employs a defense-in-depth security strategy to protect sensitive information. Such controls include, but are not limited to stateful packet inspection firewalls (host and network based), IDS/IPS, ACLs, Role-based Access control, two-factor authentication, encryption, and AV (email and host). Furthermore, systems are protected with build standards, patch management, and regular vulnerability scans.

Sensitive data is housed in our data centers with logical and physical access controls. Development environments are separate from production and production data is not used in dev or SQA.
Data that transits untrusted networks (leaves West custody) through applications or communication channels with encryption to safeguard confidentiality and integrity.

Finally, West employs an Incident Handling process modeled on FEMA's Incident Command System. Notifications are built into this process.

West infrastructure is built to withstand sophisticated attacks (including DDOS) by means of a defense in depth strategy. West employs high availability systems with redundancy at geographical, carrier, circuit, power, application, and system levels. System/Application availability is safeguarded with clustering and load balancing techniques. Furthermore, Wests' security architecture employs defenses that include, but are not limited to, Stateful packet inspection firewalls, IDS/IPS, multi-factor authentication, strong encryption, anti-virus/anti-malware, and vulnerability/patch management solutions. All inter-zone traffic is restricted to only the necessary protocols/destinations, both ingress and egress.

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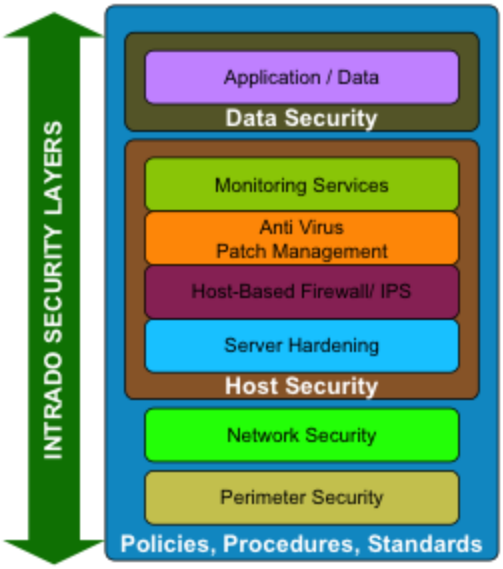
The West infrastructure is built to withstand sophisticated attacks, including Distributed Denial of Service (DDOS) attacks, by means of a defense in depth strategy. Defense in Depth is designed to defend a system against any particular attack using several, varying methods. It is a layering tactic, conceived by the National Security Agency (NSA) as a comprehensive approach to information and electronic security. Defense in depth is the coordinated use of multiple security countermeasures to protect the Confidentiality, Integrity & Availability of the information assets in an enterprise. The strategy is based on the military principle that it is more difficult for an enemy to defeat a complex and multi-layered defense system than to penetrate a single barrier. Defense in depth minimizes the probability that the efforts of malicious hackers, Viruses and Malware will succeed. A well-designed strategy of this kind will help the West security personnel, network engineers, and system administrators, identify entities that attempt to compromise the Wests' computers, servers, and networks. If a malicious attempt is launched against one of the Wests' resources, defense in depth will minimize the adverse impact and give West personnel time to deploy new or updated countermeasures to prevent recurrence.

The placement of protection mechanisms, procedures and policies is intended to increase the dependability of the West systems where multiple layers of defense prevent direct attacks against the West systems. Components of defense in depth are identified below and include firewalls, intrusion prevention and detection, data / network segmentation. Any combination of these measures can and should be deployed in accordance with the business continuity determination, risk assessment, and customer requirements for a given product opportunity.



Defense in Depth Strategy

The West ESInet solution provides for all of the necessary appliances and security services including firewalls, routers, switches, intrusion detection services, and cabling for securing the NG9-1-1 applications and appliances located at the data centers.

5.7 CENTURYLINK DATA CENTERS AND NG9-1-1 SECURITY

Please see attached CENTURYLINK Data Center Brochures.
Additional Notes:

- All entry points are locked continuously or on an access control system
- All employees, guests, and contractors are required to use a single entry point
- All employees, guests, and contractors are required to badge in and out
- Data Centers are manned 7/24
- A visitor to a Savvis facility, who is not an authorized Customer, Employee, and Contractor will be considered a Visitor and must demonstrate a legitimate business purpose for visiting the site. The Visitor must be escorted by an authorized Savvis escort at all times. Authorized escorts are

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Savvis employees or customers who have been issued a permanent ID badge and are in good standing with Savvis and are permitted to escort up to five visitors at one time. Groups of six or more visitors must be processed as a Data Center Tour. Contractors and third-party vendors are not permitted to sponsor Visitors.

- Visitors are required to show ID with photograph before entering data centers
- Background criminal checks are performed on all employees with access to the data centers

5.8 Appropriate Levels of Security

West

West Internet accessible systems, including the subscriber record management data exchange portal, database management interface tool, and metrics tool, are protected by a secure access process that requires authentication through a unique user name, unique user password, and a code randomly generated at time of access via a secure ID token. The use of this secure ID restricts users to accessing and viewing only their own data, protecting confidentiality. Passwords are force changed and monitored on regular intervals.

West network is capable of processing all traffic, but administratively denies protocols identified as a threat or that otherwise fall outside of pre-defined parameters. This is partially managed via routing tables and/or Access Control Lists (ACLs). West continually investigates and upgrades with new advances in protective technology with tools such as Intrusion Detection System (IDS).
The solution incorporates physical, network, and application security principals. Traffic between core processing sites and distributed sites (e.g., ingress call traffic, PSAPs, management capabilities) is route and protocol secure. A combination of route paths, IP address recognition, limited protocols, VPNs, session border controllers, and firewalls secure the various communication elements of the solution.

West deploys firewalls and other network security devices and software to protect against inbound network threats on the servers that make up the ESInet. West also employs a regularly scheduled patching process to protect against the effects of malware. Computing devices are subjected to thorough security scans so that there are no malware elements present. Access to processing elements is restricted to authorized personnel. Network connections from solution components are limited to those connections needed for operation and maintenance. Physical and network access to production components are restricted to those that have an operational responsibility and all activity is audited and monitored.

All development environments are fully separate from production environments. All hardware and software elements that are deployed in a production environment go through stringent release management processes that incorporate thorough testing and scans.

It should be noted that during the requirements analysis and design phases of the project, the State, 9-1-1 entities, and the West project teams investigate any connections to networks outside the scope of this Services Exhibit, for example connections to other public safety agencies or connections to the Internet, so that all safeguards, including firewalls, are in place.

West facilities and nodes are equipped with physically redundant data communications and power equipment such that any component can be maintained without overall service impact. Buildings and supporting facilities such as generators, fuel, and entrance demarcations require card access and are monitored 24 hours a day by security personnel. Additionally, biometric readers and card access portals are deployed in areas containing critical infrastructure components.

West is a member of the Government Emergency Telecommunications Service (GETS) that is used in the event our core communications cannot be used. West personnel sit on the board of the telecommunication industry and government's National Coordination Counsel, which is the coordinating group for cyber threats and terrorism. This allows us to stay abreast of national and international threats that may affect the Next Gen 9-1-1 infrastructure and mitigate changes as necessary.

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West's Information Security department operates an enterprise-wide vulnerability management program to verify that all hosts and network devices meet rigid standards of configuration and hardening. This program ensures not only deployment verification, but also ongoing oversight of system level protections throughout the lifecycle of the system.

Vulnerability management at an enterprise level provides visibility to systems added and removed from any area of West's network infrastructure, allowing an always-on view to changes which may impact the security posture of the organization.
Intrusion prevention systems complement other network related protections in place, and are another layer of information assurance. These systems are continuously monitored by networking professionals, and provide real-time intelligence regarding traffic flows and the internal or external elements involved in transmission.

Intelligence reports both from internal sources, as well as from external entities including US-CERT, the Internet Storm Center, the Homeland Security Advisory System and other open-source vulnerability research assets are reviewed for vulnerabilities, anomalies, or indications of non-optimum activity, and Information Security Officers interface with all levels of the organization, including IT, management, business units and customers to effect resolution of issues related to network, application and systems security. Information Security Officers and management review numerous open and classified sources of information on a weekly basis in order to respond as necessary to a world socio-political climate which requires constant vigilance with regard to West's commercial and public safety business.

Information Security Officers also have a Communications Security (ComSec) Custodial function, being the source of expertise and policy and technical direction regarding the use of cryptography for all electronic communications to achieve the organization's confidentiality, non-repudiation and integrity objectives. Key escrow and other capabilities are managed by Information Security Officers.

Information Security operates corporate perimeter protection capabilities, including firewalls of various types. Officers provide direction as required by senior management to engineering and other areas of the company regarding perimeter protection. Technical security policy is recommended by Information Security Officers to management, ad hoc as well as in scheduled policy reviews.

Information Security Officers also serve an advisory capacity to all levels of management regarding threats and their mitigation with regard to the company's information assets. Officers are expected to advise and maintain the highest standards of operational security. Operational security practices, as forwarded by the Information Security Department, are a vital component of the organization's security posture. These include but are not limited to employee training, recommendations regarding physical security, auditing and employee relations.

CENTURYLINK Technicians and Engineers
CENTURYLINK hiring process includes background checks on all of our employees (including 9-1-1 technicians). CENTURYLINK also provides background checks on our registered sub-contractors and product partners. Our comprehensive background checks include all of the important searches.

In addition to the CENTURYLINK background checks, our 9-1-1 centers complete fingerprinting and additional background checks on all CENTURYLINK employees and subcontractors.

6.0 System Backups & Redundancy

6.1 West

A9-1-1 Systems are backed up with Symantec NetBackup on hardware that is sized to support the entire enterprise. Documentation for the backup processes is maintained at West facilities and may be viewed in an audit process. Audit activities taking place within West facilities would require prior vetting of any personnel to enter the facility. Collateral may be reviewed but must remain within the West facility.

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Network configuration management tools perform the following functions:

- Detect and report on configuration policy violations to ensure compliance with corporate standards.
- Utilize configuration templates and command templates, custom scripts, and configuration changes to ensure consistent implementation of network configurations across similar site types
- Simultaneously modify configurations, change community strings, update ACLs, and block MAC addresses across many devices
- Compare start-up and running configuration files to troubleshoot device configurations issues
- Automatically check all network elements for changes and perform backup for all changed network device configurations on a daily basis
- West network configuration tools provide version control and “rollback” functionality to all network elements. This allows the restoral of previous “known good” configurations, or timely restoral of stored configurations in the event of equipment failure or disaster recovery.

West’s provisioning, monitoring, and backup systems are redundant between Longmont, Englewood, and Miami. West’s NOC staff is located in Longmont and can be relocated to either of the other centers if there is a need.

6.2 AIRBUS

Airbus Communications’ Disaster Recovery is highly effective in minimizing call taker position and server downtime. Through perfect snapshots of the monitored system, a system can be quickly restored to any saved working state while preserving current data files.

- **Snapshot Backups.** Disaster Recovery “snapshot” software consists of a client and server component; client software would be installed on all clients/servers within the scope of the specific contract between Airbus Communications and Customer addressing this issue. Clients are backed up to the appropriate Network Management Server location.
- **Disaster Recovery.** If a system fails, using the normal notification processes, Airbus Communications will roll the system back to a known good sate. This is conducted in concert with first tier maintenance for the respective site. All data will be stored on-site and local NAS devices.

Disaster Recovery

This service provides scheduled backups of all Airbus Communications provided servers and workstations to the Network Management Server (NMS). The NMS will manage the Call Center site backups.

If a system fails (virus infection or corrupted install, etc.) the following process will be remotely implemented by Managed Services in conjunction with on-site personnel.

- With assistance from the CENTURYLINK Tech, Managed Services will create a startup disk on the NMS for the specific workstation or server that requires recovery.
- The CENTURYLINK Tech will boot the computer with the startup disk and notify Managed Services that the system is up and that the recovery process can begin.
- Managed Services implements the recovery process and notifies the CENTURYLINK Tech once completed.
- The CENTURYLINK Tech tests the workstation/server – with assistance from Managed Services – and confirms the computer recovered and available for use by the site.
- Managed Services provides a device recovery confirmation e-mail to the Telco.

Reporting

Airbus Communications Disaster Recovery system maintains data to provide monthly reports as illustrated below. The goal of the report is to provide the PSAP insight as to the frequency of full and incremental backups performed during the previous month.

The goal of the Backup Recovery report is to provide the PSAP insight as to the number of backups being performed on a monthly basis. The number of backups will be consistent on a month to month basis, except if a problem occurs where a restore is required or a deployment of a new version of application software is performed.

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Disaster Recovery Management Activity	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	YTD
Total Backups	**39**	**65**	**52**	**52**	**44**	**60**	**312**
Total Recoveries	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Backup/Recovery Report Example

- **Total Backups** – This section identifies the number of backups performed during the previous months
- **Total Recoveries**- This section identifies the number of restores of a backup performed during the previous months

7.0 NEXT GEN 9-1-1 ROUTING SERVICES

7.1 ROUTING RULES

Next Gen 9-1-1 Routing processes all inbound emergency calls and successfully presents the emergency calls to the PSAP in accordance with the routing rules determined with CENTURYLINK and provisioned during the implementation stage. Next Gen 9-1-1 Routing allows for specialized management of wireline, wireless, and VoIP call types so that different call types may have the ability to have separate routing policies for originating delivery, transfer, fail over, choking, etc. For example, SMS is routed differently based on a PSAPs selection of delivery method (i3, browser, TTY). Call types are determined based on the incoming call source facility (e.g. MSC, End office), as well as the information provided within call signaling.

Next Gen 9-1-1 Routing will support flexible routing instruction rules, depending on CENTURYLINK-established preferences and needs. To this end, CENTURYLINK will provision the following based upon CENTURYLINK's requirements for the PSAP:

- Each incoming End Office connection (IP or TDM) is identified for the appropriate routing treatment. The current routing treatments are identified below:
  - **Selective Routing:** Routing rules are based upon the calling party ANI. Routing is determined based upon the ANI match to an ESN (Emergency Services Number) and an Electronic Switching System Identification ("ESSID").
  - **Trunk Only Routing:** The incoming End Office trunk is assigned an ESN/ESSID which relates to a specific ingress trunk group. Trunk Only Routing is available for TDM traffic only. A comparable method is employed for ingress IP connections.
  - **PSAP Abandonment Routing:** Specific routing instructions to be applied in the event that the PSAP must evacuate its facility. This can include routing the calls to busy.
  - **Alternate Routing**: Specific routing instructions to be applied as alternate location for routing in the event that all lines to the primary PSAP are busy, or the primary PSAP is closed for a period of time. Multiple, prioritized alternate route destinations are supported. This can include routing the calls to busy.
  - **Default Routing:** Specific default routing instructions to be applied for each incoming trunk group. 9-1-1 calls are routed to the default PSAP in the event of an ANI failure, unintelligible digits received from end office (ES) or control office (EM), or other rare causes. In the event of ANI Failures, a Default ESN will be assigned based on the Ingress Trunk/Path.
  - **Destinations and Route Lists: The solution** is able to specify a unique route list for each routing rule. These route lists allow for designation of a primary target with numerous prioritized alternate destinations such as:
    - PSAP served by Next Gen 9-1-1 Routing
    - PSAP served by a non- CENTURYLINK selective routing service
    - PSTN number
    - Busy
    - Treatment message
    - Tone

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- **PSAP Trunk Group Management:** Each incoming trunk is individually designated to carry a particular call type and/or combination of call types. The solution provides the ability to manage call type designations thereby changing the mix of call types

CENTURYLINK will work with PSAPs to define and manage the PSAP routing rules during the data gathering stage of the implementation. If PSAP or CENTURYLINK determines that changes need to be made, CENTURYLINK will make these changes without disruption of service.

7.2 Transfer and Bridging

Next Gen 9-1-1 Routing will support the following flexible transfer/bridge capabilities following NENA 03-003 Tandem to Tandem Transfer. (These transfers only occur via SS7). Specific connectivity specifications for SR to SR connectivity are spelled out within *Foreign Selective Router Interface Specification.*

- **Selective Transfer/Bridge:** The ability for the call taker to transfer an incoming 9-1-1 call to another agency by pressing a button labeled with the type of agency; e.g., "Fire," on the PSAP premises equipment. These transfers utilize pre-provisioned Star Codes (*01-*06) on a per-PSAP basis. In order to match the functionality that CENTURYLINK has deployed within its region, CENTURYLINK will need to expand the number of Selective Bridge Star Codes to **01-**06/*11-*16.
- **Fixed Transfer/Bridge:** The ability for the call taker to use a single button on the call taker's display and transfer unit to complete either a transfer or three-way conference. These transfers utilize pre-provisioned Star Codes (*20-*49) on a per-PSAP basis. In order to match the functionality that CENTURYLINK has deployed within its region, CENTURYLINK will need to expand the number of Fixed Bridge Star Codes to *99.
- **Manual Transfer/Bridge:** The ability for the call taker to complete a manual transfer, by way of 10-digit dialing and delivery via PSTN.
- **Shared 3-Digit Bridge Lists**: The ability for the call taker to use a single button on the call taker's display and transfer unit to complete either a transfer or three-way conference. These transfers utilize pre-provisioned Star Codes (*200-*999). These Star Codes will be shared among numerous PSAPs (i.e., all PSAPs in a particular State could use the same Star Codes). In order to match the functionality that CENTURYLINK has deployed within its region, CENTURYLINK will develop this capability as part of the Product Roadmap which is currently planned for late 2015 delivery and is subject to change.

7.3 Voice and Data Transfer

The Parties recognize that the individual TSPs will be responsible for installing and maintaining connectivity from all supporting TSP End Offices/MSCs to the CENTURYLINK LNG POPs.

CENTURYLINK and the TSP will be responsible for working together to jointly install and maintain connectivity between the CENTURYLINK SRs and alternative service providers serving PSAP and at least two CENTURYLINK LNG POPs to support voice transfers of PSAP to/from PSAPs residing on the CENTURYLINK SR(s).

CENTURYLINK will work with each non-CENTURYLINK ALI host provider to establish communications with each non-CENTURYLINK ALI host provider via the CENTURYLINK provided IP connectivity.

7.4 Transfers Between CENTURYLINK LSR and Alternate Providers LSR

The standard offering includes ALI only transfers with wireless or VoIP calls and not wire-line calls. Given that the State uses CENTURYLINK ALI databases today, processes could be put in place to use State ALI nodes in place of/to supplement the National ALI nodes so that wire-line ALI could be transferred. This would be additional effort and associated cost beyond the scope of the current offering.
The proposed transition configuration steps include installing a Legacy Selective Router Gateway (LSRG) between the ESInet and the legacy Tandem routers. This makes possible the following services:

- Allows PSAPs on the ESInet to receive 9-1-1 calls from the Legacy Selective routers until the TSP's have migrated their circuits over to the ESInet.

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- Allows call transfer with additional information, such as ALI, and depending on CPE, case notes and TTY, between PSAPs still on the legacy tandems and PSAP on the ESInet.
- Allows call transfer with additional information, such as ALI, and depending on CPE, case notes and TTY, between PSAPs on the ESInet and PSAPs on the legacy tandems.

West assumes connectivity to legacy PSAPs will continue to be provided from the legacy selective routers during the migration phase. The migration strategy includes establishing legacy tandem connectivity to the ESInet at the LSRGs. Legacy PSAPs will continue to receive their 9-1-1 traffic from the legacy selective routers until the PSAPs upgrade to become A9-1-1 Routing (RFAI) or i3-based PSAPs. Optionally, PSAPs could connect to the ESInet and continue to function as legacy PSAPs using Legacy PSAP Gateways (LPG). This enables legacy PSAPs A9-1-1 Routing (RFAI) and i3-based PSAPs to be homed on the ESInet and they will be able to interoperate by transferring 9-1-1 calls with ANI and ALI. Legacy PSAPs will receive 9-1-1 voice via their existing CAMA trunks and continue to bid ALI until their migration is completed.
Use of the LSRG may eliminate the requirement for Legacy PSAP Gateways (LPGs), since PSAPs migrated to the ESInet can still communicate to PSAPs not yet migrated. West realizes there may be specific cases during the migration process where LPGs may be required and will be provided. If required, specifications of the LPG are provided below:

LPG
Calls routed via the ESInet and delivered to a legacy PSAP will undergo signaling interworking to convert the incoming Session Initiation Protocol (SIP) signaling to the traditional Multi-Frequency (MF) or Enhanced Multi-Frequency (E-MF) signaling supported by the legacy PSAP. The LPGs will allow legacy PSAPs to receive calls and retrieve Automatic Location Identification (ALI) data the same way they do today.
The LPG will also support an ALI interface over which it can receive and respond to ALI queries from legacy PSAPs. Interfaces to a Location Information Server (LIS) and a Legacy Network Gateway (LNG) will also be supported by the LPG so that it can perform a de-referencing operation if the SIP signaling from the ESInet includes a location-by-reference. In addition, the LPG will support an Emergency Call Routing Function (ECRF) interface to facilitate certain emergency call transfer scenarios, as well as interfaces to the Call Information Databases (CIDBs) to provide access to additional non-location data associated with the emergency call, if a reference to such data is provided in incoming SIP signaling.

i3 PSAP LSR Transfer Limitations
Transfers to or from Legacy Selective Routers are voice transfers only. There is no mechanism for transferring the PIDF-LO or the Emergency Incident Data Document (EIDD) to exchange location data and any other supplemental data or alternatively URIs to the dereferencing systems that would provide the data or data updates to the PSAP. Legacy PSAPs with CAMA connectivity must bid the legacy ALI systems to retrieve location information as they do today regardless of whether they are connected to the ESInet.

7.5 Implementing and Maintaining Configurable PSAP Attributes
At a minimum, the following data elements will be configured by CENTURYLINK for PSAP. While initial provisioning will occur during the migration preparation period, the CENTURYLINK or PSAP authorized personnel may request modifications to the provisioning to meet its changing needs:

- PSAP Trunks:
  - NPD assignment (if appropriate)
  - Trunk assignments by call type (wireline, wireless or VoIP)
  - Add or delete trunk members
- Route Lists/Routing Rules:
  - Primary and alternate routes
  - Selective transfer list/star code destinations for first responders, Police Department, Fire, and Emergency Medical Services
  - Fixed bridge lists such as poison control or neighboring PSAPs
  - PSAP abandonment routing rules

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CENTURYLINK will work with each TSP to gather and confirm information to support data provisioning for trunks incoming from the End Office to the Next Gen 9-1-1 Routing network including the following data:

- Incoming signal type
- Call type
- Implied numbering plan administration ("NPA"), if applicable

7.6 Next Gen 9-1-1 Selective Routing Database Updates

West's TSS Database Management system, operated under contract to CENTURYLINK as a 9-1-1 Service Provider, will provide Next Gen 9-1-1 Routing SRDB updates to the SRDB in the following manner: SRDB updates will be created by CENTURYLINK's TSS Database system for all records that have successfully passed data validation. SRDB updates will be delivered to the Next Gen 9-1-1Routing system by the next calendar day following successful data validation.

8.0 Monitoring, Maintaining, and Technical Support

CENTURYLINK will be responsible for ongoing support and maintenance of the Next Gen 9-1-1 Routing network design and implementation. This includes the monitoring and maintenance of call processing so to reduce and limit effects of call congestion.

CENTURYLINK will be responsible for ongoing support and maintenance of the Next Gen 9-1-1 Routing network hardware and for the provision of necessary upgrades to support the operations of Next Gen 9-1-1 Routing as defined in this Technical document. This responsibility does not include enhancements, features or functionality beyond the scope of this Technical document.

CENTURYLINK has responsibility for 24x7x365 monitoring, maintenance, and technical support of the CENTURYLINK-provided MPLS network and components as further delineated above. This section describes the monitoring, maintenance, and technical support for the non-CENTURYLINK components of the solution that will be provided by CENTURYLINK.

CENTURYLINK will provide PSAPs with a 24x7 point of contact to report network related issues and will make a commitment to resolve network issues in the shortest amount of time feasible.

8.1 Monitoring

CENTURYLINK will monitor each Next Gen 9-1-1 Routing node on a 24 hour, 7 days per week, 365 days per year basis. CENTURYLINK performs monitoring of all communications links, including between the Next Gen 9-1-1 Routing network and CENTURYLINK's PSAP. CENTURYLINK is responsible for detecting application and network failures on CENTURYLINK's Next Gen 9-1-1 Routing nodes. CENTURYLINK will follow notification procedures as jointly agreed upon between CENTURYLINK and PSAP Customer.

8.1.1 Network Monitoring

The CENTURYLINK data communications hardware used to terminate circuits will be capable of automatically rerouting traffic in the event of a facility failure where redundant connectivity is available. In addition, CENTURYLINK will measure and report on call delivery times within the Next Gen 9-1-1 Routing solution. CENTURYLINK measures Call Delivery Times from the call's entry into CENTURYLINK network to the delivery of the call to the PSAP's Equipment (ANI/ALI Controller). The type of deployment will affect the estimated Call Setup Time.

Within an 8 or 10 digit CAMA deployments, the Call Setup Time duration shall not exceed 5 seconds from the time the call is received by CENTURYLINK LNG.
Within an IP deployment (RFAI), the Call Setup Time duration shall not exceed 3 seconds.
The Call Setup Times for the CENTURYLINK deployments are reported within the Call Setup Time reports.
CENTURYLINK will monitor and analyze the network and equipment as appropriate to meet CENTURYLINK's obligations in this Technical document.

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8.1.2 Monitoring PSAP Circuit Alarms

CENTURYLINK will be responsible for monitoring the CENTURYLINK-provided IP connectivity between the PSAP and CENTURYLINK's ALI servers and Next Gen 9-1-1 Routing system. CENTURYLINK will provide timely communications to PSAP customer regarding any facility or service conditions that will affect the operations of Services. CENTURYLINK will provide testing support on a 24 hour, 7 days per week, 365 days per year basis, when required to evaluate PSAP circuit problems.

CENTURYLINK is responsible for testing network connectivity from demarcation point at the PSAP and the Next Gen 9-1-1 Routing Service equipment installed by CENTURYLINK at the PSAP. CENTURYLINK will provide timely communications to PSAP customer and STATE regarding any facility or service conditions that will affect the operations of the Next Gen 9-1-1 system. CENTURYLINK will provide testing support when required to evaluate CPE connectivity problems.

8.1.3 Trouble Tracking / Escalation

Each Party will participate in the tracking of trouble reports and will provide escalation procedures and contacts to the other Party. CENTURYLINK's Program Manager and PSAP's Program Manager point of contact will develop the escalation procedures during the implementation phase.

8.1.4 Interface with Application Support

CENTURYLINK's primary point of contact will be the Program Manager for PSAP and PSAP personnel who need to interact with CENTURYLINK's application support personnel.

8.1.5 PSAP Problem Investigation

CENTURYLINK has primary responsibility to investigate PSAP problems related to these services. In the event that the issues are determined to not be Next Gen 9-1-1 related, CENTURYLINK will assist PSAP in solving PSAP problems.

8.2 MAINTENANCE

8.2.1 System Upgrades

CENTURYLINK will notify STATE and PSAP customer at least 10 business days in advance of planned events and be responsible for ongoing support of the Next Gen 9-1-1 Routing network and for the provision of necessary modifications and upgrades to support the operations of the Next Gen 9-1-1 Routing network as described in this Technical document. CENTURYLINK may need to apply changes to its software applications in response to emergency situations and will notify STATE and PSAP customer at the earliest possible time.

8.2.2 Premise Equipment

CENTURYLINK will be responsible for the ongoing support/maintenance for all CENTURYLINK PSAP Network Equipment provided under this Technical document.

8.3 TECHNICAL SUPPORT

8.3.1 Contact Procedures

CENTURYLINK Contact Procedure: For service disruptions CENTURYLINK provides twenty-four (24) hour, seven (7) days per week support services. CENTURYLINK provides a 9-1-1 Operation Center Number for service disruptions and connectivity issues identified by CENTURYLINK, State, or PSAP. CENTURYLINK will record issues reported by State or PSAP including problem description, service impact, and other pertinent information.

PSAP Contact Procedure: Where CENTURYLINK has identified a PSAP affecting service disruption, CENTURYLINK provides initial notification and updates to the identified State and/or PSAP contacts according to the guidelines established and agreed to between CENTURYLINK and PSAP.

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8.3.2 CENTURYLINK Responsibilities

CENTURYLINK has primary responsibility to investigate PSAP problems and determine if they are caused by CENTURYLINK or PSAP-owned network or equipment. CENTURYLINK will work cooperatively in resolving problems related to Next Gen 9-1-1 Routing. CENTURYLINK will be responsible for solving any problems caused by CENTURYLINK PSAP Network Equipment in addition to all Next Gen 9-1-1 Routing equipment hosted at CENTURYLINK facilities.

8.3.3 PSAP Caused Service Disruptions and Out of Scope Technical Support

The PSAP may report PSAP-caused service disruptions to CENTURYLINK either verbally or by written notice, or as CENTURYLINK otherwise reasonably requires. Likewise, CENTURYLINK may report PSAP-caused service disruptions detected by CENTURYLINK personnel to the PSAP. Technical support and related services for incidents or service disruptions that CENTURYLINK determines relate to systems, equipment, or network issues that are not part of the Next Gen 9-1-1 Routing network (including those on the PSAP side of the demarcation point), or are otherwise not CENTURYLINK's responsibility hereunder, will be worked jointly with the PSAP and/or PSAP.

8.3.4 Incident Management

When a PSAP-affecting issue is identified, which impacts Next Gen 9-1-1 Routing call delivery to a PSAP, it will be flagged as an incident CENTURYLINK coordinates communication, monitoring, and resolution of the issue. The team also documents appropriate items, which may include root cause analysis, CENTURYLINK/PSAP impacts, countermeasures, and resolution.

8.3.5 Technical Support

CENTURYLINK will provide additional technical and support resources as necessary to deliver on customer expectations and program goals. This would include, but not be limited to:

- Managed NG9-1-1 Program Manager
- Managed NG9-1-1 Project Manager
- Managed NG9-1-1 Account Consultant
- Managed NG9-1-1 Lead trainer
- Managed NG9-1-1 Service Manager
- Managed NG9-1-1 Lead Process Analyst
- Managed NG9-1-1 Field Technicians

Planned Events

Planned events are scheduled for changes that may be CENTURYLINK or PSAP impacting. A notification of the upcoming event will be sent by CENTURYLINK Program Manager to PSAP at least 10 business days in advance of the scheduled change.
Planned events do not include changes that are applied as part of normal business operations. The provisioning of data elements, applying PSAP requested parameter changes and the like are not included in the Planned Event process.

- CENTURYLINK will perform quarterly preventative maintenance activities at each PSAP for the term of this agreement.
- CENTURYLINK will install all software fixes after they have been "Approved for Field Use" (AFU) as they become available.

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- CENTURYLINK will provide (1) system upgrade per year as and if released by Airbus and/or West and the systems will never be more than one (1) version behind the then current software version.
- CENTURYLINK will maintain critical spares in existing crash kits

9.0 TOOLS

9.1 CLEAR VIEW REPORTS FOR NEXT GEN 9-1-1 ROUTING

CENTURYLINK will provide the West Clear View Reports business intelligence reporting tool for metrics reporting, which will supply users with Next Gen 9-1-1 Routing data and reports. The current Master Agreement ALI metrics will apply to this Technical document.

This suite of reports will be accessible through an Internet interface in a standardized HTML format. Users will be able to view summary data for a "big picture" view, and in many cases, drill down to the detail for a more "granular" view. Users can also download the report as a comma-delimited file, which can be imported into Excel or another database application.

West is in the process of evolving its metrics reporting solution. A9-1-1 Routing customers currently access IP selective router (IPSR) and data validation reports through West's web-based ClearView metrics solution. Enhanced reporting for i3 Routing customers will be delivered through a new Enterprise Business Intelligence (BI) tool, Microstrategy® from West. For the Managed Services offering, West will provide the Program and PSAP users with access to all metrics reports through a single web-based interface.

User access to metrics reporting tools is through the West portal. The West portal provides users with secure single sign-on access to multiple web-based applications, including metrics reporting, a web-based data management system, the PSAP management portal to view call detail records and configure routing policies, a ticket system, and a document library for 24x7 access to user's guides and training materials.

9.1.1 Call Data Availability

CENTURYLINK provides support services for the reporting systems on a nine-hour 8:00 A.M. to 5:00 P.M. Mountain Time – five (5) days per week (Monday through Friday) basis, excluding CENTURYLINK holidays ("Normal Business Hours").

9.1.2 Call Data Access

CENTURYLINK will store data relating to Customer performance metrics in a data warehouse. One (1) year of data will be available to Customer via the web site; requests for data older than one year will be handled on a case-by-case basis.

9.1.3 ClearView Metrics

West Clear View Reports provides on-demand access to IP selective router (IPSR) and data validation breakout reports which can be queried based on a daily, weekly, or monthly basis. Clear View Reporting gives users the ability to drill down and capture additional contextual information that can be used to more efficiently manage ongoing 9-1-1 operations. ClearView metrics allows users to Print or Export up to one year's worth of Metrics.

9.1.4 ClearView Location Data Management Reports

Clear View Reports for Location Data Management include:

- Primary Metrics Summary Reports
  - Service Order Processing
  - Daily Error By Number of Records Processed
  - Unresolved Errors at End of Month
  - ALI System Availability
- ALI Records Found
- TN Census Report

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- ALI Retrieval Report
- ANI Failure Report
- System Performance Reports
- NRF Reports
- SOI Reports
- TSS Error Reports

9.1.5 Clear View Reports for IPSR

Clear View Reports for IPSR call processing and call status include:

- Event Count Reports per Hour– provides metrics for total calls in which Customer's PSAP participated by hour for a day, week or month
- Event Count Report by Trunk Group – provides metrics for total calls in which Customer's PSAP participated and provides metrics for calls attempted, calls transferred out, calls transferred in
- Event Count by Routing Reason and Destination – Indicates counts where Customer's PSAP participated as the Primary versus Alternate, whether the call was answered or busy, for Default versus Selective routed, and for call where the destination was "Not Available" (includes abandoned, rejected, transferred and handed-off calls). Provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
- Event Count by Type – Indicates counts by call type (wireless, wireline, VoIP) where Customer's PSAP is primary, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in.
- Event Count by Incoming Trunk – Indicates the number of calls sent to Customer's PSAP by each trunk, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
- Bridge Call Summary – provides metrics for calls bridged in or out by bridge type (fixed, selective, manual). Call detail is available for each bridged call.
- Routing Database Processing – provides a breakout of initial calls where Customer's PSAP was Primary by selectively routed versus default routed with a No Record Found (NRF) breakout
- Call Delivery Time – provides statistics on the time to route and deliver calls where your PSAP is Primary, including the minimum, maximum, median and average times. For the Program, this report will include the number of calls above 3 seconds and a percent of total processed

9.2 MICROSTRATEGY® FROM WEST

For Customers with the West A9-1-1 i3 Routing solution, CENTURYLINK and West will provide an i3 compliant logging service as described above. West's i3 logging service will support retrieval of logs and events via the i3-defined web services interface as well as via a web-based interface.

West's Enterprise BI Reporting Tool, Microstrategy® from West, will provide a web-based interface to allow the PSAPs and Program to review and retrieve i3 Logging transactions and events including text conversations and data validation metrics.

West will support reports defined in NENA 08-003 v2 Detailed Functional and Interface Specification for the NENA i3 Solution, 20140326 Draft:

- RetrieveLogEvent
- ListEventsByCallId
- ListEventsByIncidentId
- ListCallsByIncidentId
- ListIncidentsByDateRange
- ListIncidentsByLocation
- ListIncidentsByDateAndLocation
- ListCallsByDateRange
- ListAgenciesByCallId
- ListAgenciesByIncidentId

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In addition to i3 defined logs and metrics reports listed above, Microstrategy from West allows users to:

- Define and run ad hoc reports
- Define metrics reports to be run on a scheduled basis
- Provides a flexible interface to query, view and extract 9-1-1 data records

All of the underlying ESInet translation logs are recorded in GMT time. The Microstrategy from West web interface supports time zone conversion for queries and reports with 'Arizona time' as an option.

9.2.1 Call Counts Metrics

Clear View will provide a number of call count breakout reports, which can be queried based on a daily, weekly, or monthly basis.

- Call counts by hour for each trunk group
- Call counts by routing type, where the PSAP queried was the primary destination
- Call counts by routing type, where the PSAP queried was an alternate destination
- Call counts for transfers/bridges where the PSAP queried was the initiator. This query shows transfer/bridge type and destination of the transfer/bridge
- Call counts for transfers/bridges where the PSAP queried was the destination/recipient. This query shows transfer/bridge type and destination of the transfer/bridge
- Call counts by type: wireless, wireline, VoIP
- Call counts for calls which routed to busy; broken down by cause
- Default routed calls by day, week, or month; further broken down by cause. Time and date can also be broken out

9.2.2 Trunk Busy Metrics

Clear View will provide a number of trunk group status reports, listed below which can be queried based on a daily, weekly, or monthly basis and indicate time and duration of each event

- Next Gen 9-1-1 Routing egress (inbound to PSAP) trunk groups busy. Report indicates time and duration of each event
- PSAPs in abandonment state; including time of events and durations. Viewable by day, week, or month
- When Ingress IP and/or IP to the PSAP are introduced, the data captured will not be grouped by trunk group, as the architecture is different. Similar data will be available, but it will not have the same data elements.

9.2.3 Call Detail Metrics

Clear View will provide Call processing and setup information statistics, which can be queried, based on a daily, weekly, or monthly basis and include:

- Call setup times. Clear View provides the minimum, maximum, median, and average call setup times broken out by TG.
- Call duration times. Clear View provides the minimum, maximum, median, and average call duration times
- Bridge/Transfer call setup time. Clear View provides the minimum, maximum, median, and average call bridge/transfer setup calls
- Bridge/Transfer call duration time. Clear View provides the minimum, maximum, median, and average call duration times for bridged/transferred calls
- Calls handed off to a Foreign SR (calls received by Next Gen 9-1-1 Routing but were destined to a foreign SR).

9.2.4 SR Database Results Metrics

Clear View provides a number SR database results reports by PSAP which can be queried based on a daily, weekly, or monthly basis.

- Number of queries made to the SR database

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- Number of queries which failed due to "No Record Found" (no entry in the SR database for the ANI/pANI transmitted from the End Office)

9.3 Clear View Report Data Access and Security

Clear View Reports current security features are as follows: Users are required to log onto CENTURYLINK secure Internet server using the traditional user id and password authentication and an additional unique and dynamically changing secure access code from their Secure ID token. Each user of Clear View Reports will be issued a Secure ID token unique to that user that will generate a unique access code for use when logging onto the Clear View Reports web site. The access code dynamically changes with each new log on attempt, providing increased data access security.

9.4 Metric Report Development and Customization

Requests for additional or customized reports, query capabilities, and graphical data display should be made in accordance with the Out-of-Scope Request process described in Section 2.2.

9.5 Performance Metrics

CENTURYLINK and West will provide overall performance metrics for this Managed NG9-1-1 offering. Program and PSAP users will be able to access all metrics reports through a single web-based interface.

In addition to the IP selective router (IPSR), end to end i3 transaction and event, and data validation breakout reports described above, CENTURYLINK and West will also provide the Program and each PSAP with monthly metrics reports on the following:

9.5.1 Service Performance Metrics

Service Performance Metrics – Monthly performance against all service performance parameters.

9.5.2 Call Delivery Time

Call Delivery Time – Breakout report of call delivery time through the West A9-1-1 Routing or i3 Routing systems including the LPG conversion and Policy Route determination. This report will show the number of calls above 3 seconds and a percent of total processed. The metrics report will not include network latency time.

9.5.3 Network Performance Metrics

Network Performance Metrics – Monthly performance of the CENTURYLINK MPLS network covering:

- Jitter – average
- MOS – low, high, average
- Round trip delay – average
- Packet loss – average
- Downtime – seconds per month per system

9.5.4 Operational Metrics

Operational Metrics – Metrics on trouble tickets opened by CENTURYLINK and West or reported by the Customer through the West portal accessed ticket system, specifically

- Trouble tickets – Number of tickets opened and closed each month
- Trouble tickets – Average time between ticket open and ticket close time. It should be noted that the average ticket close time may not be equivalent to the service resolution time in the case where there were delays in the customer providing additional information needed for West to triage and resolve reported system issues.

9.5.5 Call Processing and System Provisioning Metrics

Call Processing and System Provisioning Metrics – West will provide monthly reports on call processing and system provisioning as described in detail above

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9.6 GIS DATA MANAGEMENT

9.6.1 MapSAG Overview

MapSAG is a GIS data management application used by city or county GIS professionals, outside of the call taking environment, allowing a customer to create and maintain accurate 9-1-1 GIS data and to synchronize the GIS database and the 9-1-1 database. The result is a “checks and balances” approach of consistency and accuracy across databases used for addressing and 9-1-1. MapSAG is installed locally, at the customer location, and operates through a simple interface within Esri’s ArcGIS Desktop product. Various toolbars are available for accessing the available tools and features. The functionality that resides in the ArcGIS Desktop framework remains available while using MapSAG, including editing, drawing, layouts and/or spatial queries. An example of the integration of MapSAG and ArcGIS Desktop is that users can perform a spatial or attribute query and use the resulting records for analysis by the MapSAG tools.

Using MapSAG, ArcGIS Desktop and a combination of both, new GIS data records (streets, structures, polygons etc) can be input into the GIS in a number of ways, including field GPS, on-screen digitizing, import, and auto-generation. The GIS data is stored in an Esri format. The MapSAG software currently operates in the latest version of ArcGIS for Desktop 10 or 10.1 and will utilize a Personal Geodatabase, File Geodatabase or an Enterprise Geodatabase through ArcGIS Server (ArcSDE).

MapSAG software requires a licensed copy of Esri’s ArcGIS for Desktop, to be provided by the customer.

Other GIS data management tools are available and may be used instead of MapSAG. Any alternative product must support Esri standard geo-databases. While the solution includes MapSAG at no additional cost, if PSAP chooses to use an alternative product, all such cost for purchasing, support, and maintenance will be the responsibility of the PSAP.

9.6.2 ESRI Software Requirements

MapSAG requires Esri’s ArcGIS for Desktop.

9.6.3 MapSAG Responsibility Matrix

Task	Responsibility
MapSAG™	
- Data configuration - Initial implementation - Training - Software maintenance & enhancements - Technical support	CENTURYLINK / West
- Esri software purchase and maintenance - Basic knowledge of ArcGIS for Desktop - Hardware purchase and maintenance - GIS data creation and updates - Database schema updates - Implementation of optional software patches and upgrades - IT support	End User

9.6.4 GIS Data Collection

The West experienced 9-1-1 GIS Data Analyst team will provide remote GIS data management assistance to the Customer, including collection of existing GIS data and/or paper maps, GIS data accuracy validation and reporting, and data correction and editing, where applicable. Priority will be placed on gathering GIS layers required to support i3, including Police, Fire, and EMS response

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boundaries, street centerlines, address points, and other data appropriate to support data maintenance procedures.

The solution also offers Mapping and GIS Data Development Professional Services to assist the Agency with map and 9-1-1 GIS database editing and correction in various areas.

9.6.5 MapSAG Training

CENTURYLINK and West will provide training, at customer facility, for its A9-1-1 GIS Data Management software products. Training and a training schedule will be mutually agreed upon by CENTURYLINK, West and Customer. Training will be “train-the-trainer” format, which will enable Customer to train additional employees.

As new versions of MapSAG are made available through the term of the agreement, CENTURYLINK and West will mutually agree upon an updated training schedule for the Customer. Customer is responsible for identifying the training attendees and for training additional personnel, as necessary, or contracting with West to provide additional training.

10.0 ESINET DESIGN

10.1 REFERENCE DRAWING

Please reference file ***AZ NG9-1-1 Design (Rev 190921)***

Revision 1 improves on the network design between the legacy selective router to Legacy Network Gateway (LNG) to comply with recent FCC mandated diversity and redundancy order.

10.2 INTERCONNECTING I3 NETWORKS

While technically capable, the Arizona Managed NG9-1-1 solution does not specify nor have cost allowances for interconnection with other i3 Networks. When a PSAP identifies the need for interconnection to other i3 Networks, cost and methods will be determined at that time. However, the below provides the process that would be used to complete the interconnection and how services might work.

West/CENTURYLINK assumes that the entire state of Arizona will first be moved to an IP-based Selective Routing solution. Once implemented, the IP Selective Router solution will support IP enabled (non-i3) PSAPs, legacy PSAPs and i3 PSAPs throughout the state, simultaneously. Since all TN subscriber location information is stored in a common database, which simultaneously supports LIS HELD queries, CIDB Additional Data queries, and legacy ALI queries, the capabilities of the PSAP will determine which interface will be utilized to retrieve location data. If all PSAPs involved in a bridge/transfer have transitioned to i3, they would utilize the Emergency Incident Data Document (EIDD) to exchange location data and any other supplemental data or alternatively URIs to the dereferencing systems that would provide the data or data updates to the PSAP.
The West/CENTURYLINK ESInet supports interconnectivity with both neighboring i3 and legacy networks. As a transition solution, West/CENTURYLINK will provide a Legacy Selective Router Gateway (LSRG) between the ESInet and the legacy Tandem routers. This makes possible the following services:

Allow i3 PSAPs on the ESInet to receive 9-1-1 calls from the Legacy Selective routers until TSP’s have migrated their circuits over to the ESInet.

Allow call transfers with additional information, such as ALI, and depending on CPE, case notes and TTY, between PSAPs still on the legacy tandems and an i3 PSAP on the ESInet.

Allow call transfers between i3 PSAPs on the ESInet and PSAPs on the legacy tandems. Call transfers between i3 PSAPs will support additional information, such as PIDF-LO, and depending on CPE, case notes and TTY.

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West/CENTURYLINK will also support ingress and egress i3 SIP to support both i3-compliant TSP traffic and interconnectivity with other i3 networks, e.g. in-state regional networks or neighboring state networks. Calls received from i3-compliant TSPs and transferred in from neighboring i3 networks will be delivered according to the PSAP-defined routing policy. West's ESRP will also support configuration for transfers to neighboring ESInets via egress i3 SIP.

For Text-to-9-1-1 transfer services, West's TCC now supports a variety of "in-band" commands that can be sent by the PSAP to invoke certain feature-specific actions on TCC such as the transfer function to other PSAPs that are using West for Integrated, Web, or TTY. The transfer functionality also allows the PSAPs involved in a transfer to chat privately when conferencing in the PSAP that the conversation will be transferred to. Upon transfer to another PSAP the entire dialog that had previously taken place will be transferred to the accepting PSAP. Upon transfer the last location known will be forwarded in the initial message to the accepting PSAP.

Note that at the time of this response, there are no industry standardized requirements that have been developed for the transfer of text sessions between PSAPs served by different TCC providers. West has implemented their own solution in order to support transfer capabilities between PSAPs served by the West TCC until such time that standards are developed or an agreement between TCC providers has been reached to support these capabilities.

Text-to-9-1-1 interoperability between TCC providers is supported in the West text solution and has been implemented per J-STD-110.a. Please refer to figure 1, depicting how the reference architecture is extended with multiple TCCs. Figure 1 shows the reference points required to support text routing/delivery and location dereferencing in the scenarios where geography and/or interconnection arrangements require such communication. The extended reference architecture provides the flexibility to invoke those components of the TCC that are needed to support text communications between a given origination and destination point via the desired path. The functional entities within a given TCC that actually get invoked to support text message delivery will depend on where the text comes from, where it is going and what connections and agreements exist to get it from its source to its destination.

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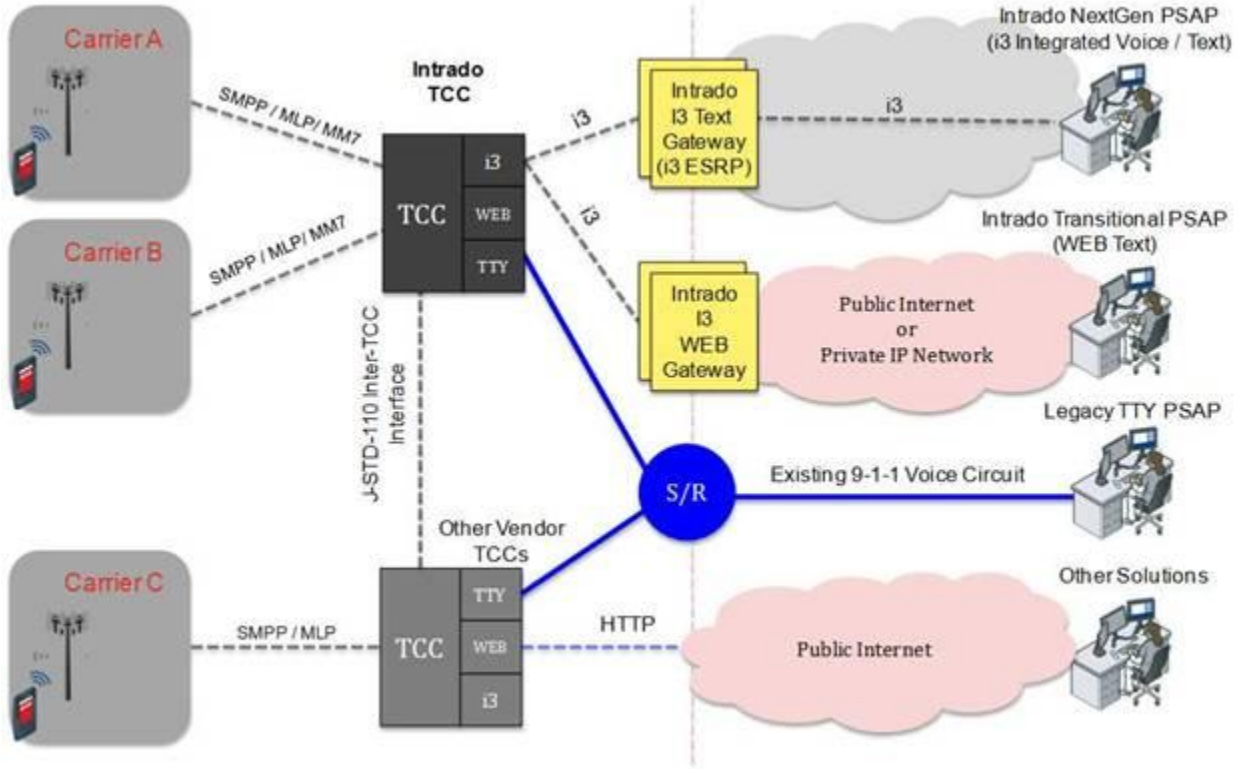

Figure 1 – Text Interoperability

The West i3 solution supports flexible transfer and bridge capabilities for each Customer PSAP as follows:

The West ESRP supports N-way (multiparty) bridging and call transfers using i3 SIP REFER and subscribe/notify messaging. i3 PSAPs can transfer calls to both i3 and non-i3 PSAPs, although N-way bridging is supported only for ESInet call participants.
West's ESRP can also support star code transfers through the Customer PSAP CPE.
West's LNG/ESRP supports the following NENA i3 protocols and interfaces:

- HELD protocol to communicate with the LIS
- Additional Data protocol for the CIDB
- LoST for ECRF communications
- i3 SIP

Physical points of interconnect for the ingress network, West will partner with CENTURYLINK to ensure all carriers connect to the West LNG.

10.3 Legacy Network Gateway (LNG)

The Legacy Network Gateway (LNG) and Legacy Selective Router Gateway (LSRG) are signaling and media interconnection points between callers in the legacy originating networks and the i3 architecture. The LNG provides the NENA i3 specified NG9-1-1 specific Interwork Function (NIF), Protocol Interworking Function (PIF) and Location Interwork Function (LIF).

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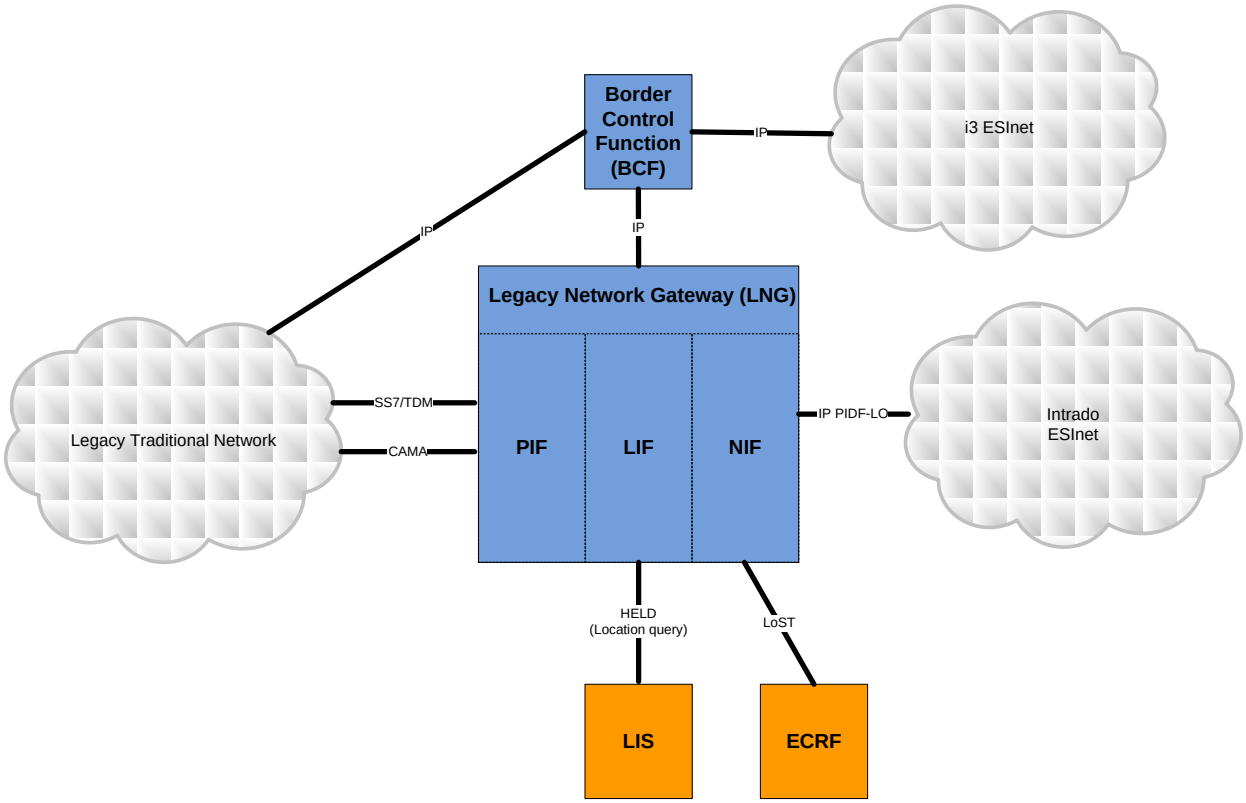
The CENTURYLINK and West LNG function will interface the legacy 9-1-1 network to the West ESInet. The LNG will convert CAMA and TDM/SS7 calls to IP within the Protocol Interwork Function (PIF) to support any 9-1-1 call received from the legacy network that is not IP based.

The LIF utilizes a key from the incoming signaling to retrieve location information from the Location Information Server (LIS) using the HELD protocol. The LIF also retrieves Additional Data associated with the call from the Call Information Database (CIDB) using the "Additional Data" protocol as specified by NENA. The location and additional call information is provided to the NIF to be passed to the ESRP for use in determining the route and populating the SIP messaging to the PSAP. The NIF will generate the SIP PIDF-LO (Presence Information Data Format-Location Object). PIDF-LO is a SIP message that has location information embedded in an XML format within the SIP invite.



LNG Function

When the ESRP (Emergency Service Routing Proxy) receives the PIDF-LO message, the ESRP may query the appropriate ECRF to determine the next hop for the 9-1-1 call. The West ESRP contains the routing logic that routes the call to the appropriate terminating ESRP, also known as the PSAP's hosted VIPER or VESTA call handling system. The hosted call handling solution will function as the terminating ESRP and will have the ability to query the CIDB, LIS, and ECRF to accurately represent the call's information and associated jurisdictional information on the workstation. This includes the ability for the call handling system to query the ECRF to obtain specific information about which Police, Fire, and EMS

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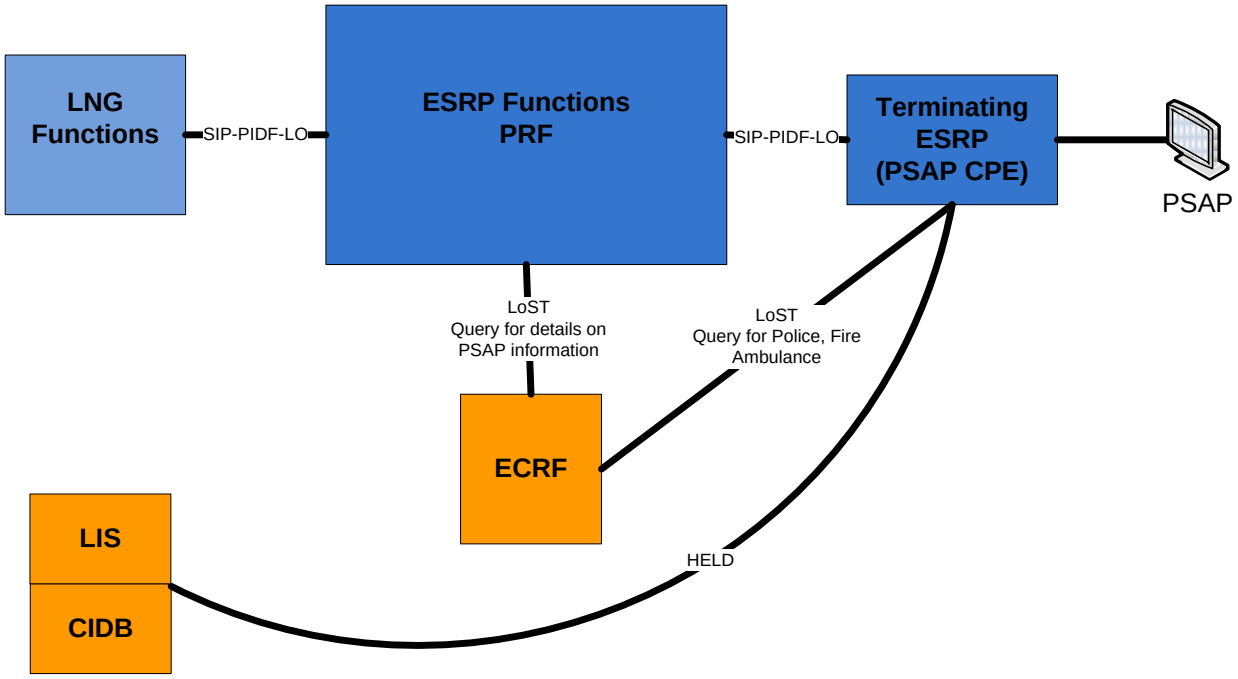
supports the caller location, based on the GIS information received within the PIDF-LO message. These functions will be part of the hosted call handling service.



10.4 Legacy Network Gateway – Arizona Specific

As customer PSAPs migrate to an ESInet solution, there will continue to be the need for these NG9-1-1 enabled PSAPs to receive wireless and wireline calls from legacy TDM networks and from legacy PSAPs. In compliance with the NENA i3 defined solution for interconnecting legacy networks and the Emergency Services Information Network (ESInet), CENTURYLINK will deploy two Legacy Network Gateways (LNG)s in Arizona at the following data centers:

INVOLTA DATA CENTER
IO DATA CENTER

At each LNG, CENTURYLINK will install Gateways where calls originating on the legacy network will be converted to IP for transport over the ESInet to the West Emergency Call Management Center and then on to the i3 enabled, or NG PSAP.

As a PSAP is migrated to a NG PSAP, CENTURYLINK will replace the existing EM trunks from the Legacy Selective Router (LSR) to the PSAP with SR trunks from the LSR to the LNG Gateways. CENTURYLINK's recommended design will be a ratio of (1.3) ES trunks for every (1) legacy EM trunk. Additionally, trunks from the LNG to the LSR are needed to support call transfers from NG PSAPs to Legacy PSAPs or vice versa, which may also impact the required ratio. During the migration of PSAPs from the legacy network to the ESInet, CENTURYLINK will monitor the traffic volumes and may adjust the number of ES and LSR transfer trunks up or down, as needed.

CENTURYLINK ES trunks are configured in a Primary / Secondary overflow pattern (never load shared). In the solution for Arizona, half the ES trunks from the LSR are honed to one of two LNGs, while the other half is honed to the second LNG. In the event that a LNG is lost, an Arizona NG PSAP will still maintain

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full service levels similar to how all Arizona PSAPs are currently provisioned with N+1 redundancy through dual tandems.

As the PSAP is migrated to a NG PSAP, CENTURYLINK will update the routing in its LSR and based on ESN, deliver the call over the EM trunks to a legacy PSAP or over the SR ES trunks to the LNG and then over the ESInet to a NG PSAP. Call setup times are dramatically improved when processed through the LNG to the IPSR with an average call setup time of 600ms.

10.4.1 Independent CSPs

Independent CSPs legacy selective routers (LSR) can be honed to the LNG. Per customer request, the LNG design provides the interface for other service providers, such as Frontier, to enter the Arizona ESInet. The originating call can be from a legacy network or IP enabled network.

West and CENTURYLINK encourage the direct connection of CSPs to the LNGs; however, this is not in scope of this project. Timing can depend on the Carriers, and on factors not under West or CENTURYLINK's control.

CENTURYLINK acknowledges the customer's desire to allow wireless CSPs to direct connect during Phase One of the project. Allowing CSPs to direct connect during Phase One implementation brings on new project risks and will take additional planning and coordination to accomplish. This would include, but not be limited to:

- Negotiation of Interconnect agreements
- Determining costs for interconnection
- Solution Design
- Solution Implementation
- Solution Testing

CENTURYLINK and customer will evaluate any requests for direct wireless CSP connection after the first successful Phase One PSAP migration. In this evaluation, CENTURYLINK and customer will determine project risks from the extra efforts required for wireless CSP interconnection.

If both parties agree that the inclusion of direct wireless CSP interconnection to the i3 network poises low risk to a successful Phase One deployment, then such interconnection will be allowed. If, at any time after including wireless CSP interconnection, it is determined that successful deployment of Phase One is in jeopardy, CENTURYLINK may delay wireless CSP interconnection at its discretion.

If it is determined that inclusion of direct wireless CSP interconnection to the i3 network poises to high of a risk to include in Phase One deployment, CENTURYLINK and customer can complete all planning required during Phase One deployment so that implementation of direct wireless CSP interconnection to the i3 network can commence at an agreed date following Phase One deployment.

10.4.2 Proper Gateways for Service Providers

West supports ESInet ingress IP traffic via the NENA i3 and ATIS-0700015 "Standard for Implementation of 3GPP Common IMS Emergency Procedures for IMS Origination and ESInet/Legacy Selective Router Termination, August 2013". The IP Point of Interconnect (POI) supporting Session Internet Protocol (SIP) call delivery is the West Border Control Function (BCF) at each of the geographically diverse Emergency Call Management Complex (ECMC) locations. The SIP interface can be used for carriers delivering i3 compliant interface with PIDF-LO or ESInet to ESInet call hand-offs and transfers.
Additionally, the SIP Ingress protocol can be used to support a transition strategy where IP protocols are used to replace TDM protocols as a means to providing better connectivity with redundant path routing and a transition from legacy to NG9-1-1 interfaces.

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The process for migrating carrier traffic from the gateways to the SIP POIs is defined in detail and will be reviewed with the carrier when the migration process is initiated. A summary of the overall process to be led by an West Project Manager (PM) is provided below:

- PM communicates the timeframes, dependencies and requirements for migration
- PM provides SIP interconnection specifications, industry standards and online ordering guidelines
- PM provides plans including schedules, milestones and deliverables and works with the carrier to establish capacity requirements, interconnection steps, etc.
- Connections are ordered by the carrier and established and tested with West
- Upon successful completion of interconnection of carrier SIP virtual trunk groups from the gateway, the TDM trunk groups are disconnected

10.5 Emergency Communications Management Center

The West Emergency Communications Management Center (ECMC) contains the systems required to support the NG 9-1-1 network for Arizona including the IP Selective Router (IPSR) and i3 functional components, including text gateways, and hosted applications. For the Arizona solution, the ECMC will also host the geo-diverse NG9-1-1 enabled VIPER system. There are two geo diverse ECMCs in the CENTURYLINK solution with one NG9-1-1 core node in Englewood CO and a second NG9-1-1 core node in Miami FL.

10.6 i3 Functional Components

The CENTURYLINK solution provides all required NENA i3 functional elements to support a GIS based routing architecture as PSAPs are ready to move to this routing architecture.

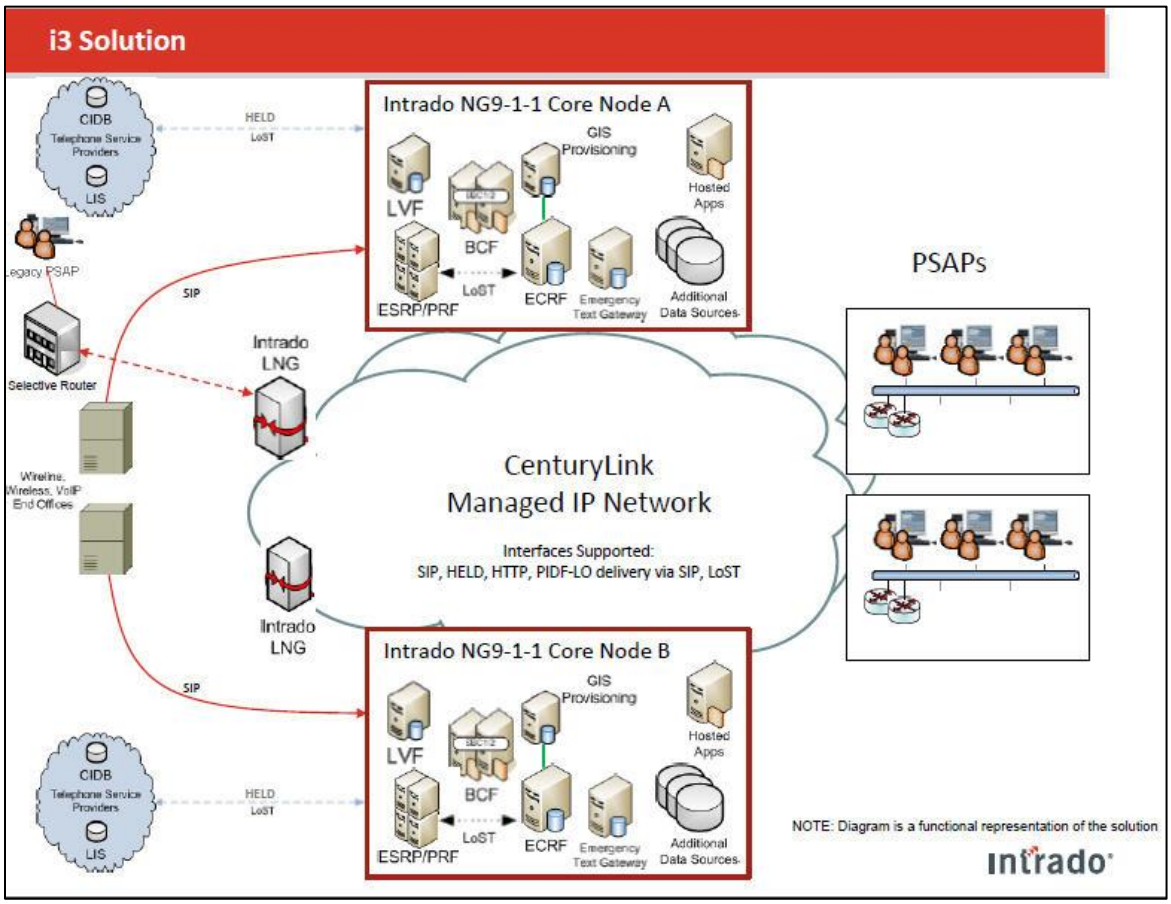

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Figure 10.1 Functional Components of i3 Solution

10.6.1 Emergency Call Routing Function (ECRF) and Location Validation Function (LVF)

The ECRF provides full i3 compliancy housing Customer provided street centerline and point data, multiple geospatial routing boundary layers and utilization of the LoST (RFC 5222 compliant) interface for retrieval of police, fire, emergency medical services and other applicable service types.

Interface with the ECRF is via an i3-based LoST protocol interface. The Emergency Services Routing Proxy (ESRP) queries the ECRF via the LoST protocol to obtain the destination Uniform Resource Identifier (URI) for the call. Using the destination URI, the ESRP interfaces with the policy store to identify applicable routing policies. For geospatial routing policies other than Standard Routing or a Priority Override policy, the ESRP re-queries the ECRF via LoST to obtain the routing destination for alternate service types – e.g. abandonment, diversion requested or special event routing.

The ECRF supports multiple Geographic Information Systems (GIS) and service type layers which are leveraged to support geospatial queries via the LoST protocol. In addition to street centerline and point data provisioned via the GIS provisioning platform and SIF systems, the ECRF supports provisioning of multiple service types including:

- **Standard Routing** – The standard i3 routing boundary for each PSAP and the corresponding URI are pre-provisioned via the SIF and retrieved by the ESRP for use in determining the applicable routing policy.
- **Abandonment, Overflow, Diversion, and Special Event Routing** – In addition to standard i3 routing, the ECRF allows geospatial boundaries to be provisioned for multiple routing service types to support abandonment, overflow, diversion, and special event routing policies. Each assigned a unique URN. Provisioning via the ECRF ensures that alternate policy routing is based on fully-validated GIS boundaries. Once provisioned, configuration changes made via the Policy Routing Function (PRF) User Interface can specify an alternate URN to be used for routing determination. Note that these capabilities are in addition to use of a Priority Override Polygon which would be provisioned directly to the PRF and for locations that fall within its boundary, would be used in place of an ECRF query to route calls.
- **Emergency and Additional Services** – The ECRF supports provisioning of separate boundary layers for first responder service types including police, fire and emergency medical services and additional find service types such as poison control, animal control, etc.

The ECRFs exist within a highly available and geographically distributed application processing environment. A single hardware component failure at one of the data centers will not interrupt processing of the ECRF. A single data center failure will not prevent further call processing from occurring. High availability is achieved through high availability software design, redundant ECRF instances, and transactions using dynamic client/server connections with multiple ECRF serving entities.
It is expected and recommended that a single statewide ECRF configuration will be implemented, with the ECRF containing coalesced data from all participating entities within the state. The ECRF can optionally be implemented in a hierarchical configuration where regional ECRFs recurse to a statewide ECRF to retrieve a response from another regional ECRF serving a different region.

Where possible, static locations provisioned to the Location Information Server (LIS) will not only contain a location validated civic element, but also the supplied or derived latitude and longitude associated with the civic address. The West geocoding platform utilizes the same GIS Customer data source as the ECRF and LVF (Location Validation Function) and is also provisioned via the SIF. The West geocoding platform supplies the geodetic element (latitude and longitude) to be provisioned to the LIS along with the validated civic element.

Where point GIS data is provided by the Customer, latitude and longitude will be directly utilized via the attributes provided. When point GIS data is not available, but street centerlines are provided, the

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latitude/longitude will be interpolated using industry standard geocoding technologies, and the resulting latitude/longitude will be associated with the LIS record. The ESRP will send the latitude and longitude as the preferred location element to the ECRF to determine the appropriate PSAP for routing. The ECRF utilizes this latitude/longitude to perform a point-in-polygon lookup to return the appropriate URI for the PSAP associated with the polygon the latitude and longitude falls within. When geodetic location elements are unavailable, routing and other services can also be determined based on the validated civic address element.

The GIS data layer(s) that are used to identify the PSAP, emergency, and additional service types are configured on a per-service basis, e.g. urn:service:sos. If a LoST query contains the geodetic location and a routing Uniform Resource Name (URN), the geodetic location will be used to directly query the PSAP boundary layer and identify the target PSAP. The GIS polygon set that is queried is based on the service URN of the query.

The ECRF supports provisioning of separate boundary layers for first responder service types for police, fire and emergency medical services, as well as optional service types, such as poison control, as long as the polygon datasets are provided with the GIS data. The i3 compliant PSAP may query the ECRF for additional service URNs associated with the location or to identify the URI of an Additional Location Data Repository (ALDR) if one is provisioned for the specific civic location. For each service URN the Customer would like to support, polygon sets must be included for SIF validation and implementation into the ECRF.

Customer GIS updates are provisioned through the West Spatial Information Function (SIF) which performs GIS validations, including those that ensure routing integrity. The West SIF's unique field mapping capabilities allow data to be presented by different Customers using unique schemas, provided all mandatory data elements are included. Validated GIS updates are normalized and applied to the ECRF production instances in a manner that preserves availability and coordinates with other ESInet scheduled updates and activities. The SIF can accept data from GIS data sources as often as the Customer's data update workflow requires. Once the data is received by the SIF, the ECRF will be updated within three (3) hours. A change control model is implemented to track changes between the GIS provisioning platform and the production ECRF instances. Extensive QA/QC validations are performed within the SIF process to eliminate the provisioning of erroneous data to the ECRF. If it is necessary to revert to a previous version of the data, West's SIF can re-provision the ECRF with a previous version of the customer provided data at the customer's request. West stores the past copies of the GIS data for 6 months in the production system. The re-provisioning time frame would depend on the amount/size of the data, and would be on the order of the time frame for the original update to occur. Typically 3 hours as indicated above.

The Quality Assurance/Quality Control (QA/QC) processes provided during validation steps in the SIF will prevent any unwanted gaps or overlaps being provisioned in the ECRF. As an added value and per NENA i3 guidelines for ECRF gap and overlap handling, if any boundary gaps exist, the ECRF handles them by selecting the nearest boundary, as long as the boundary is within a configurable threshold distance from the location. For boundary overlaps, the ECRF assumes both are valid and, since only one URI can be returned per the NENA guidelines, picks a single URI to include in the response. NENA specified Gap/Overlap event notifications for Gaps/Overlaps exceeding a configurable threshold are provided at configurable intervals to the GIS data providers.

West's 9-1-1 Enterprise Geospatial Database Management System (EGDMS) services are optionally available, at no additional fee, to assist multiple agencies to collaborate and resolve boundary conflicts when GIS data from these multiple sources are coalesced.

The CENTURYLINK solution includes an Emergency Call Routing Function (ECRF) and a Location Validation Function. As the PSAPs transitions from a Tabular MSAG and ESN based routing to GIS based routing, the required ECRF and LVF elements will be available.

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10.6.2 Location Validation Function

The Location Validation Function (LVF) provided will be physically separate from the Emergency Call Routing Function (ECRF). The LVF and ECRF are populated from the same GIS (Geographic Information System) sources and no unique GIS data requirements exist for either function.

Location to Service Translation (LoST) servers, specifically dedicated for LVF functions, will be implemented independently of the ECRF for authorized carrier access to the validation functions. This architecture ensures that potentially high-volume validation functions never interfere with the ECRF functions of emergency call routing and determination of first responders for a given location.

As with the ECRF, the LVF will utilize the Customer's GIS data provisioned via the SIF and will determine whether or not the civic address provided in the LoST request is valid. The LVF responds per the NENA i3 standard (NENA 08-003) and the specified Internet Engineering Task Force (IETF) standards (RFC5222).
To complement the LoST protocol interface into the LVF, a map-based graphical user interface (GUI) will be available to authorized users. This interface, accessible via a secure web interface, is designed to facilitate the finding of LVF-valid civic addresses for CSPs otherwise unable to validate a location via the LVF using the LoST protocol interface.

The LVF is deployed in a fully-redundant, highly available (99.9%) environment to ensure immediate responses to the LVF LoST queries. It is critical to note: the solution component services, which are utilized during live 9-1-1 call processing and which could include an "LVF LoST Query" during call time will be designed for 99.999% availability. Our LVF component (LVF with Locology, which is the provisioning interface) is designed to meet/exceed 99.9% availability. This is in concert with the direction from NENA i3 standard and the ongoing working group. The attached NENA document discusses the differentiation in Section 3.4 on Page 23 and provides guidelines for availability. Generally Five 9s for runtime systems and network components and two to three 9s to other functional elements. Clients must access the LVF via secure protocols; Secure Sockets Layer (SSL) versions 2 and 3 and Transport Layer Security (TLS) versions 1, 1.1, and 1.2 are all supported.

Mutual authentication will also be employed, so it is expected that both the client and LVF will be configured with valid digital certificates issued by their designated PSAP Credentialing Agency (PCA). At the time of West's response, a PCA does not exist. Without a PCA, credentials will be issued by a trusted credentialing entity.

The LVF is in a secure network using an Intelligent DNS infrastructure to provide a high level of performance, availability and security. Behind the Intelligent DNS infrastructure, additional state-of-the-art network elements provide high security against even the most aggressive malicious network attacks. All fixed location (wireline) telephone number (TN) records must be validated against the Customer's GIS data prior to being loaded into the Location Information Server (LIS) and Automatic Location Identification (ALI) systems. The database management system used to process and validate Service Order Input (SOI) from communications service providers (CSPs) maintains a copy of the validated record and the data used for SOI validation is sourced from the Customer's GIS data. Anytime the underlying GIS data is updated, the database management system searches for any TN records that may be impacted by the change. For those affected, it then immediately revalidates the record and either updates the LIS and ALI or flags it as an error for the Data Integrity Unit (DIU) analyst, who will work with the carrier and/or the Customer's designated coordinator(s) to resolve. During the transitional phase toward a full i3 model, this process bypasses the need for periodic (e.g., every 30 days) LIS record revalidations and ensures the LIS/ALI records are kept as current as possible.

For authorized CSPs who have chosen to provide their own LIS, the LVF is also available to validate their subscriber's location information prior to provisioning, as well as for periodic revalidation as needed. Please note that this LoST server instance will always be separate from the ESInet ECRF instance involved in 9-1-1 call routing.

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Depending on the capabilities of the PSAP CPE to utilize locally available GIS data (i.e. data provisioned for the ALI mapping display), when a 9-1-1 call involves a reporting party that is not located at the site of the emergency, the LVF LoST server and complimentary map-based GUI will be available to the call taker to determine the valid address provided by the caller.

10.6.3 Border Control Function

The CENTURYLINK solution will include Border Control Function with Firewalls (FW) and Session Border Controllers (SBC). The FW and SBC provide the required Border Control functions (BCF) for security and provide the means for prevention, detection, and reaction to security events to ensure reliable 9-1-1 call delivery. The BCF sites between external networks and the ESInet and all traffic transiting between these networks must flow through the BCF.

The solution provides all the required NENA specifications for an ESInet BCF including:

- Application layer scanning and protection
- Network layer scanning and protection
- Denial of Service (DoS) detection and protection
- Malware detection and protection
- Identification of emergency call sessions and priority handling of IP traffic
- Facilitate forwarding of emergency calls
- Protection against Distributed Denial of Service Attacks (DDoS)
- SIP Protocol Normalization
- Network Address Translation (NAT)
- Quality of Service (QoS) markings

10.6.4 Emergency Service Routing Proxy (ESRP) and Policy Routing Function (PRF)

The Emergency Service Routing Proxy (ESRP) delivers NENA i3 defined routing functionality, including full integration with geographically determined routing policies, carrier-grade voice quality, and demonstrated reliability. The ESRP interfaces with the Location Information Service (LIS), the Emergency Call Routing Function (ECRF) and the Policy Routing Function (PRF) to identify and route the voice call to an available PSAP (Terminating ESRP). West's i3 Routing solution supports queue management and provides PSAPs with control over managing their routing policies from a flexible array of options.

10.6.5 ESRP Overview and Interface Compliance

The ESRP processes ingress calls received using Session Initiation Protocol (SIP) signaling with location embedded in the Presence Information Data Format – Location Object (PIDF-LO) from i3-compliant carrier networks, from legacy carriers or from selective routers via the Legacy Selective Router Gateway (LSRG) and routes calls to the call processing system (CPS) and then on to the PSAP location, according to the caller's location and the PSAP-configured routing policy.
When the ESRP receives an ingress call, it evaluates the SIP INVITE geolocation header within the PIDF-LO. If the geolocation header contains location by reference, the ESRP queries the Location Information Server (LIS) via the HELD interface to dereference the location and obtain a routable geodetic or civic location value. The ESRP then queries the Emergency Call Routing Function (ECRF) via the Lost to Service Translation (LoST) protocol with the caller's geodetic or civic address location to identify the call's destination Uniform Resource Identifier (URI).

Using the location-determined URI retrieved from the ECRF via the LoST protocol, the ESRP interacts with the Policy Routing Function (PRF) to determine call routing. Policy route determination includes evaluation of the PSAP-configured routing policy, the time-of-day, the caller's location (for geospatially-determined alternate routing policies), the PSAP's operational state, and the ring-no-answer timer configuration. Emergency override policies supersede pre-provisioned policies when the call falls within the PSAP-defined routing polygon. This solution enables PSAPs to quickly implement emergency routing policies during emergent events that require calls to be sent to supporting agencies.

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West provides and maintains the following i3 interfacing specifications for providers and vendors of interfacing components. Each specification details the RFCs supported and interface implementation details:

- CIDB-Additional Data Interface for A9-1-1
- LIS-HELD Interface for A9-1-1
- ECRF-LoST Interface for A9-1-1
- ESRP Terminating Interface for A9-1-1

West has been actively testing i3 interoperability with all leading i3 CPE (Terminating ESRP) providers and discussed implementation on interface details to develop or to identify as roadmap items until the standards have stabilized. The NENA i3 interface standard is continuously evolving as NENA works to gain consensus on Version 2 of the standard. West is actively engaged in NENA and IETF standards committees to provide recommendations and feedback on standards evolution.

10.6.6 Policy Routing Function (PRF)

West's Policy Routing Function (PRF) supports queue management and provides PSAPs with extensive flexibility to define and update standard and alternate routing policies. PSAPs can dynamically modify routing policies, submit routing polygons, set priorities, and modify their queue (operational) state. Routing policies can be defined as recurring or one-time, and priority override polygons can be submitted on-the-fly for emergency re-routing.

West's i3 rules-based routing proxy includes the following elements:

- **Policy Store:** Acts as a repository of PSAP-defined routing policies and policies based on ingress call path or call type.
- **Browser Interface:** Provides a feature-rich management portal that allows PSAPs to customize Emergency Services Routing Proxy (ESRP) configurations, define and edit their routing policies, and modify their status (normal, abandoned, diverted). All routing policy changes are automatically verified for syntactical and logical accuracy prior to activation in production. Secure user access is provided via the provided web management portal.
- **ESRP Retrieval and Routing:** Performed based on PSAP-defined routing policies.

The policy store supports the following types of routing policies:

- **Abandonment Routing:** The abandonment policy is engaged whenever the PSAP operational state is defined as "Disabled."
- **Overflow Routing:** The overflow routing policy is applied during overflow scenarios when a PSAP is receiving more calls than its occupied work stations can accommodate. Upon reaching the designated call capacity for the call type, cumulative calls, or if the target is unreachable, the ESRP engages the primary PSAP's overflow routing policy. The alternate routing policy will be invoked if the terminating ESRP's call processing system does not accept the SIP INVITE or for a ring-no-answer timeout.
- **Diversion Routing:** The diversion routing policy is applied whenever the PSAP engages alternate diversion routing rules, or it can be configured to apply during a recurring time window. The PSAP operational state may be modified to engage the diversion routing policy by contacting the CENTURYLINK 9-1-1 NOC, or modified via the provided web management portal.
- **Special Event Routing:** Special event routing is a diversion routing policy that is applied during a scheduled time window. If a PSAP jurisdiction contains venues that host events (e.g., concerts, sporting events, etc.) that may warrant dedicated call handling (alternate locations or dedicated resources at the PSAP), special event polygons can be pre-provisioned via the ESInet Spatial Information Function (SIF), submitted via the provided web management portal.
- **Priority Override:** During an emergency scenario when call routing needs to be redrawn on-the-fly without the rigor of full Geographic Information System (GIS) validations, the ESInet allows PSAPs to enter and/or import routing polygons via the i3 policy editor. Priority override polygons can be defined as point and radius or as defined polygon boundaries.

West provides a feature-rich policy editor, accessible via the provided web management portal, for PSAPs to customize and maintain their policies, whether textual or geospatial. Geospatial policies can

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reference shapes pre-provisioned in the Emergency Call Routing Function (ECRF) or can reference a shape attached to the policy. A shape attached to the policy can either be a shape file or a description of a shape (points and, optionally, distances). An example would be a latitude, longitude and a radius to describe a circle or multiple latitude and longitude points to describe a polygon. Policies also have other attributes like active/inactive; one-time or recurring time window; priority; Uniform Resource Identifier (URI) or a set of URIs of the destination(s) to send the call to; and call distribution method, to name a few. These policies can be pre-provisioned or can be constructed in real time based on the incident.

The ESInet supports a SIF interface for provisioning of geospatial routing policies into the ECRF. Geospatial routing policies are applied to the ECRF after all GIS and routing validations have been completed.

Abandonment, Overflow, and Diversion Routing policies can be configured to use any of the following policies:

- **Geographical:** The system can be configured to send abandonment calls to different alternate PSAPs based on the geographic location of the calling party within the primary PSAP's jurisdiction. Geographic abandonment or alternate routing polygons can be pre-provisioned via the SIF or submitted dynamically.
- **Hierarchical:** The system can be configured to cascade a call to up to nine consecutive alternate PSAPs.
- **Load-balanced:** The system can be configured to distribute calls between up to nine alternate PSAPs.

10.6.7 Event Logging Service

For Customers with the West A9-1-1 i3 Routing solution, West will provide an i3 compliant logging service which aggregates logs from West ESInet, i3 compliant Terminating ESRPs (CPE) components to support end to end transaction logging and retrieval.
The West i3 logging service includes a web service that supports logging and event retrievals. All significant steps in processing a call are logged and submitted to the ESInet logging service, and each log contains a transaction ID to support log aggregation. The i3 logging service is compliant with the i3 specification for recording transaction metadata for all payloads to provide end-to-end reports.

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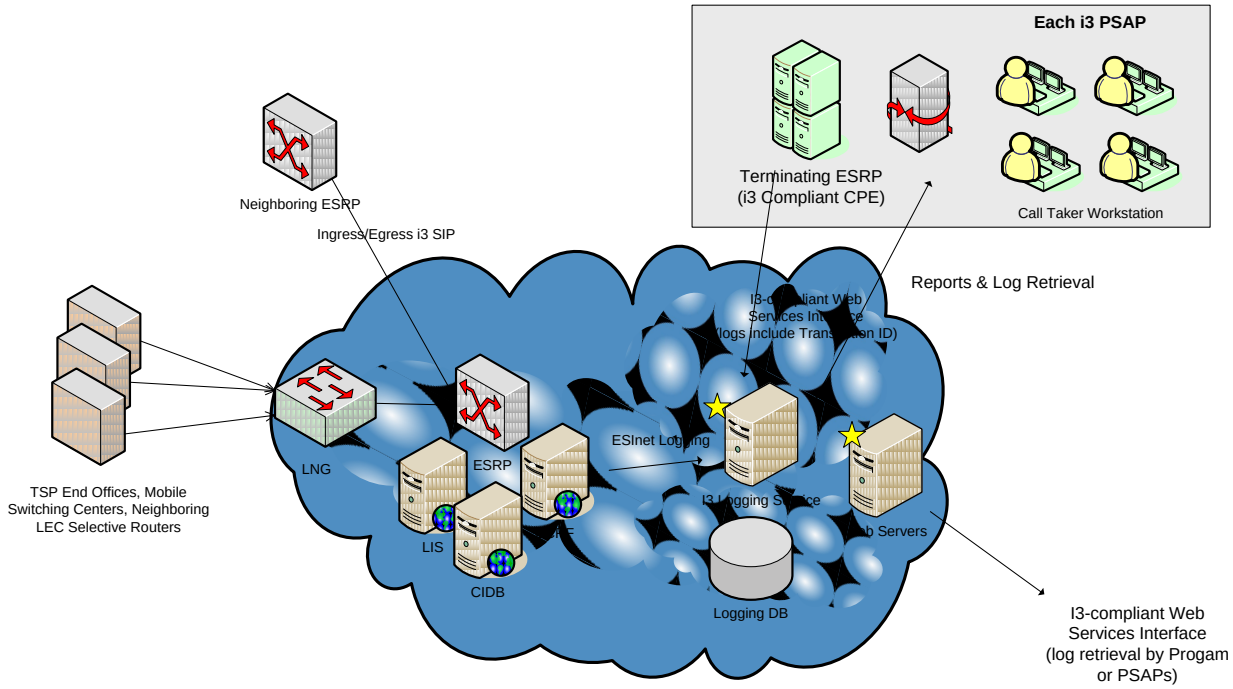

Figure 2 – West i3 Logging Service

West's Enterprise BI Reporting Tool, Microstrategy® from West, will provide a web-based interface to allow the PSAPs and Program to review and retrieve i3 Logging transactions and events including text conversations and data validation metrics. West will support retrieval of logs and events via the web interface and the web services interface including the following retrieval options defined in NENA 08-003 v2 Detailed Functional and Interface Specification for the NENA i3 Solution, 20140326 Draft:

- RetrieveLogEvent
- ListEventsByCallId
- ListEventsByIncidentId
- ListCallsByIncidentId
- ListIncidentsByDateRange
- ListIncidentsByLocation
- ListIncidentsByDateAndLocation
- ListCallsByDateRange
- ListAgenciesByCallId
- ListAgenciesByIncidentId

As the NENA XML Schema Definitions for logging are in the process of being finalized at the time of this response, the i3 logging service, web interface, web services interface and associated reports are currently under development with an anticipated release date of Q2- 2015.

10.6.8 Forest Guide

Please note that NENA has provided clarifications that state what in the past has been referred to by some as a "statewide Forest Guide," should be referred to as a "statewide ECRF." The NENA vision is for these statewide ECRFs to utilize an iterative request to a national Forest Guide to determine the correct statewide (or otherwise) ECRF that is authoritative for the location element(s) provided in the original LoST request.

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The RFC 5222 compliant West ECRF has the capability of serving a regional ESInet as well as providing ECRF functions in support of an entire state, provisioned with GIS data for all i3 capable regions within the state. It is also capable of working in a hierarchical fashion as either the state level or regional ECRF. In this configuration, the parent (state) ECRF knows the coverage areas of all child ECRFs within the state, with the capability of performing recursive queries to child ECRFs and returning the LoST responses to the requesting child ECRF, assuming data exists for the region in question. While no National Forest Guide is in existence for the United States, the West ECRF has the capability of serving that capacity, given access to coverage areas and URIs for other existing ECRFs within the country.

The ECRF provides full i3 compliancy housing street centerline and point data, multiple geospatial routing boundary layers and utilization of the LoST (RFC 5222) interface for retrieval of policy, fire, emergency medical services and other applicable service types.

11.0 I3 MIGRATION PROCESS

West/CENTURYLINK will design the network connectivity to support the A9-1-1 Routing, A9-1-1 Location Data Management and TXT29-1-1 data solutions for the Customer. The design will conform to industry best practices and West security policies. West/CENTURYLINK requires geographic diversity, redundancy, and diverse connections to the PSAPs it services for ALI, and A9-1-1 Routing services. Likewise, West/CENTURYLINK requires geographically diverse and fully redundant and diverse connections from telephone service providers to at least two West demarcation points into the ESInet.

West prepares the 9-1-1 database management system by loading in the MSAG as provided by the customer. Simultaneously, West works with the telephone service providers to assist them in the preparation for the ALI transition. This involves the facilitation of Telephone Number (TN) simulations and resulting error corrections with the TSPs to ensure that the TN error rates meet/exceed the desired threshold (as agreed by the PSAP) before final load and ALI flash-cut.

Once ALI transition has completed, the transition of end offices to the 9-1-1 Routing solution begins. As each telephone services provider's end offices are connected to the West network, West will work with the TSP to conduct pre-cut test calls to ensure accuracy of translations before cutting the live traffic from the end office to the 9-1-1 Routing solution.

11.1 DEVELOPMENT LIFECYCLE

West's approach to plan, configure, network engineer, implement, test, document, train, and support West Service follows West's solution lifecycle methodology. The lifecycle begins with solution definition and architecture activities. During these initial phases, the joint West team and Customer team members verify system application and implementation requirements, refine the solution architecture, and finalize the plan for solution migration and deployment. Following definition and architecture phases, the team orders, installs, configures, tests, and trains users on customer-facing solution components as part of solution integration and deployment effort. Following successful deployment, the maintenance phase begins. The primary goal of the lifecycle methodology is that the project aligns with overall customer expectations, and is tailored to fit the needs of the Customer. The Project Plan phases are described below.

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Figure 12 Project Plan Phases

11.2 Solution Definition

The first phase in the solution lifecycle is the Solution Definition phase, which begins with the kickoff and alignment process and is critical to the overall success of the 9-1-1 initiative within the state. During this process, key members of the joint project team unite to identify roles, responsibilities, critical success factors, project challenges, elaborate on specific strategies and project options, confirm Next Gen 9-1-1 project scope, and finalize plans to expedite solution delivery plans and resources. The solution is reviewed in order to align each primary stakeholder with a common vision and strategy for unified team design and planning.

The West team conducts current systems, processes, and site studies to more clearly understand the current system and user environment, allowing the team to plan the most effective migration path to the new system.

11.3 Solution Architecture

During the Solution Architecture phase, the detailed solution design is finalized based on confirmed requirements. During this phase, the team analyzes the current systems, operations, and operational procedures, identifies the human factors needs, considers implementation options, and with the Customer, commits the detailed solution design and implementation schedule.

Stakeholder participation to identify processes and standard operating impact is critical in this process to support a successful integration of the new system. It is vital that current procedures, connectivity, and routing policies are examined so that the appropriate practices are carried forward to the new system environment. Examples of important areas considered include load balancing, alternate, backup, and default routing rules.

Initial planning for connectivity from the existing legacy selective router and telephone service providers to the Legacy Network Gateways (LNGs) also begins in the architecture phase. The recommended migration strategy uses the legacy selective router during the migration period to aggregate and handoff traffic by ESN to support flash cuts by PSAP and then rehome end offices and MSCs post PSAP conversion. Key solution architecture planning activities include:

- Detailed solution design and schematics (onsite, site to site, site to West, firewalls, routers, etc.)
- IP specifications
- Telephone service provider connectivity specifications
- Physical requirements (e.g., equipment room design, floor loading)
- Call transfer requirements
- Training plan and schedule

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- Refined project plan and timeline

11.4 Solution Integration

During the Solution Integration phase, the components of the solution, including processes, applications, network components, and data flow, are engineered and readied for deployment. All network, regional, and premise components are delivered, and the equipment rooms and other facilities are readied. Coordination with wireline, wireless, and VoIP telephone service providers is an essential part of this stage to plan for the 9-1-1 services management transition. Telephone service providers receive all necessary information and detail to obtain connectivity to the West systems and the service provider's connectivity to the LNGs is engineered and ordered.

Working closely with the Customer and stakeholder groups, the project team designs customized provisioning plans (including incoming trunk route plans, bridge lists, and dialing plans). Additionally, the documentation and training developers customize the user and process documents and various training courseware, if needed, to meet the needs of the Customer.

11.5 Solution Deployment

During the Solution Deployment phase, all network components and equipment connectivity is confirmed. Validation and acceptance tests are performed, metrics tracking, reporting is initiated, and training is provided. After complete non-live call testing, the system begins supporting live 9-1-1 traffic.

In preparation for deployment and in partnership with the Customer's project team, the West Program Manager (SPOC) finalizes the cutover plan, including procedures for notification concerning schedule specifics. In most cases, ALI services are converted prior to re-homing any telephone service provider end offices. As end office 9-1-1 traffic is cut over, existing 9-1-1 Service Provider legacy CAMA trunks are replaced by A9-1-1 Routing traffic.

Prior to the commencement of cutover, the project team members will hold a cutover meeting with the Customer and the telephone service providers. The purpose of this meeting is to discuss the progress of activities, the cutover readiness.

PSAP training is provided in accordance with the detailed training rollout plans. The system will then undergo a system acceptance test and quality walkthrough. Once complete, and in agreement with the Customer, a go/no go determination will be made and live-traffic cutover will then commence. Once live traffic has moved to the system, the maintenance period begins.

11.6 Solution Maintenance

The Solution Maintenance phase begins once live traffic is transferred onto any part of the system. During this phase, West provides ongoing tiered support services to monitor service level performance, manage help desk requests and trouble tickets, escalate support procedures, and support the Customer to reach the highest level of operational excellence. The solution support team is in place to receive, analyze, and rectify problems and information requests.

The West Project Management methodology is highly influenced by the Project Management Body of Knowledge published by the Project Management Institute. All of the above sections are part of the overall plan or part of the project charter used in projects of this scope.

11.7 Migration Preparation

West will work with the Customer to gather and confirm information to support the final network design and data provisioning efforts. A9-1-1 Routing provisioning will include the following data elements:

- PSAP Trunks
- Numbering Plan Digit ("NPD") assignment (if appropriate)
- Trunk assignments by call type (wireline, wireless, VoIP, or any combination)
- Route Lists/Routing Rules:
  - Primary and alternate routes

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- Star code destinations for first responders, PD, Fire, and EMS
- Fixed bridge lists and star code assignments
- PSAP Abandonment routing rules

- West will work cooperatively with each TSP to gather and confirm information necessary to support data provisioning and trunking from the end office to the West system, including the following data:
- Incoming signal type
- Call type
- Implied NPA, if applicable

As TSP migrations complete, West will notify each TSP that their connectivity between their end office and the legacy SR is no longer required.

West will manage a coordinated and secure staged implementation approach that minimizes risk because each stage is planned, implemented, and tested sequentially and independently for functional and operational efficiencies. The implementation project will be managed by an West Project Manager via a formal Implementation Project Plan.

Once the implementation process is complete, calls route through the West A9-1-1 Routing complex, eliminating the need for the existing selective routers, other than any potential services the S/Rs provide with agencies outside the State.

11.8 Testing of the A9-1-1 Routing Solution

West will provide the PSAP a list of standard acceptance tests to demonstrate feature functionality of A9-1-1 Routing Services including:

- Correct routing of various call types
- Call hand-offs, transfers and bridging functions
- Operation of the system core and the provisioning elements
- Operation of the West PSAP routers
- Configuration of network elements
- Selective routing
- Trunk only routing
- PSAP abandonment routing
- Alternate routing
- Default routing
- PSAP trunk group management by call type

West will work collaboratively with PSAP personnel to modify this test plan to meet the needs of the PSAP. This may include the addition or removal of test cases as needed or desired. Once the test plan is completed and agreed upon, West will work with the Customer to determine the test protocol specifics such as order of calls. West will work with the Customer to schedule the testing, as appropriate.

West manages the testing process and coordinates all test calls documented in the test plan. This testing is scheduled in accordance with the PSAP's availability. The PSAP is required to provide a resource to answer the test calls and provide documentation, such as screen prints and recordings, for certain calls.

Call tests are generally performed three times, proving the network connectivity is established and voice is delivered and received. Call completion as expected is the acceptance criteria unless otherwise negotiated.

Live traffic cut-over to West A9-1-1 Routing services will be accomplished on an end office by end office basis. As connectivity is established and tested between the end office and the LNGs, West will work with the TSP to conduct pre-migration tests prior to cutover to the LNGs. Once non-live testing has been completed for all EOs, the actual rehome of all EOs will be conducted. West recommends that the live traffic rehomes be scheduled over a period of 24 to 48 hours (depending on the number of EOs to be

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rehomed) and will work with TSPs and the State to facilitate the rehome in a manner which limits impact to the PSAP and TSPs.

Normal test and cut-over times will be during Customer's off-peak daytime "business hours." Test and cutover times outside of the normal business hours will be mutually agreed upon by the Customer and West.

Upon receipt of the Letter of Agency, West will be the primary point of contact for working with the TSPs to develop a migration plan for each end office. In the event that a TSP is uncooperative, West will escalate to the Customer for assistance.

11.9 A9-1-1 ROUTING

A9-1-1 Routing features the following:

- A9-1-1 Routing is a specialized managed network for processing 9-1-1 calls from both traditional and non-traditional voice networks.
- A9-1-1 Routing provides selective routing functionality via an IP-enabled network and SIP interface.
- A9-1-1 Routing delivers 9-1-1 calls from end offices, central offices, mobile switching centers, and VoIP systems to a designated PSAP over redundant, private, IP, highly available MPLS T1 circuits.
- The A9-1-1 Routing service also supports PSAP queuing, PSAP overflow, call transfer, PSAP call origination, and virtual trunk group segregation for different call types.
- A9-1-1 Routing is a robust and highly available routing service that will provide the Customer the ability to configure call routing to dynamically meet its needs. Routing can be managed in real time to meet normal, overflow, and disaster situations.
- A9-1-1 Routing provides the familiar call routing configurations of selective routing, alternate routing, trunk-based routing, default routing, and PSAP abandonment routing.

11.10 A9-1-1 LOCATION DATA MANAGEMENT

A9-1-1 Location Data Management is a complete set of services that provides for comprehensive location validation and error correction, telephone service provider coordination, Service Order Input (SOI) management, and delivery of accurate data for 9-1-1 call support. The services include full standards-based support of all call types including wireline, wireless, and VoIP calls. West will work with the Customer and PSAPs to transition from the PSAP's legacy ALI system to full i3 implementation with GIS-based location validation and other i3 functions and protocols for routing and delivery. The services include:

- Database setup, data preparation, and loading of subscriber records and location validation data
- Service order processing and error resolution
- Management of the existing subscriber database and migration to LIS, CIDB management
- Management of the location validation data and functions
- Customer data management tools
- Subscriber database systems residing at geographically diverse West locations
- Next Gen 9-1-1 system monitoring
- Highly secure system access
- Wireline, wireless, and VoIP call support

11.11 A9-1-1 GIS DATA MANAGEMENT

A9-1-1 GIS Data Management offers a comprehensive and methodical approach to GIS data management that includes flexible procedures individualized to each authority. The overall goal is to create and maintain the authoritative GIS database for 9-1-1 purposes.

GIS data, as provided by the State/PSAPs, is critical within the NENA i3 reference architecture. This data will be used to provision the LVF, ECRF, and PSAP map displays.
The GIS data management offer includes an agreed upon mechanism for data sharing, reporting, and other GIS project management tasks: The State may choose to:

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- Maintain their own GIS data through their existing tools and submits to West for validation and provisioning
- Utilize the West A9-1-1 GIS Data Management package in order for them to maintain their own GIS data, which includes:
    - MapSAG 9-1-1 GIS Data Management System software
    - Training of Agency personnel
    - GIS data collection

11.12 A9-1-1 TXT29-1-1®

One of the first i3 services to be implemented will be the West TXT29-1-1 service which uses the three-digit short code “9-1-1” to enable citizens to text for assistance to a PSAP using regular SMS messaging. The text message is routed to the PSAP based on the location of the receiving wireless provider antenna face, unless an x-y coordinate is sent by the wireless provider, then location is based on the x-y coordinates. The service is managed through the Text Control Gateway, a highly available and high throughput platform that:

- Undertakes PSAP routing of text messages
- Establishes connections to multiple concurrent PSAPs and the ECRC for overflow routing
- Establishes a SIP dialogue with the CPE equipment for the duration of the dialogue until the agent terminates the connection. The SIP dialogue will evolve to an i3 compliant interface once ratified by NENA.
- Converts SMS messages incoming from the wireless carrier/SMS aggregator to the SIP dialogue
- Collects and makes available a transcript of all caller/PSAP interactions

11.13 A9-1-1 CAD Integration

West will manage coordination with the PSAP’s CAD vendor to enable delivery of A9-1-1 Enhanced Data services via the CAD system. The CAD Integration program includes:

- Delivery of the ESMI Partner Guide
- A9-1-1 Data ESMI Network Simulator
- A9-1-1 Data Service Pack/Service that will include the Service Specification and Service Simulator
- Time in the West ESMI Certification lab to validate services end-to-end

West will provide engineering support services throughout the development and testing processes.

11.14 PSAP Abandonment Device

The West Abandonment Module (Acronym “PAD”) is a device that is installed by CenturyLink at the PSAP premise. The PAD is a device that allows a 9-1-1 call re-route communication message to be sent to the West Advanced 9-1-1 (A9-1-1) network in the event a PSAP is abandoned or is considered out of service. CenturyLink will provide the (1) PAD for each PSAP as part of this proposal. An West data sheet is included as attachment for review.

12.0 NEXT GEN 9-1-1 IP Network Design

12.1 Reference Drawing

Please reference file ***AZ NG9-1-1 Design***

12.2 LNG Locations

CENTURYLINK and West will place two LNGs in Arizona at the following data centers:

- Tucson – Involta Data Center
- Phoenix – IOData Data Center

12.3 ECMC Locations

West’s ECMCs are located at the following two locations:

- Englewood, CO

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- Miami, FL

12.4 VIPER HOST LOCATIONS

CENTURYLINK will install VIPER Hosts in the following two data centers:

- IOData Data Center – Phoenix, AZ
- CENTURYLINK Data Center - Highlands Ranch, CO

12.5 VESTA HOST LOCATIONS

CENTURYLINK will install VESTA Hosts in the following two data centers:

- IOData Data Center – Phoenix, AZ
- CENTURYLINK Data Center - Highlands Ranch, CO

12.6 LNG TO ECMC IP NETWORK DESIGN

CENTURYLINK will provide dual 1Gig diverse IP connectivity via the CENTURYLINK provided IQ MPLS Private Port from the LNG to the ECMC. Each 1Gig loop over fiber will hone to a diverse CENTURYLINK POPs.

Based on bandwidth requirement of 75mb these links will have less than 10% utilization and leaves significant capacity for growth.

12.6.1 Bandwidth Requirements

LNG to ECMC bandwidth is determined by the following formula:

(Number of 9-1-1 SR Trunks) x (144kb)

Based on the 9-1-1 trunk count for Arizona, the required bandwidth from the ECMC to the LNG is

- Airbus = 255 or (255 x 144kb = **36,720kb**)
- West = 262 or (262 x 144kb = **37,728kb**)

Total required bandwidth is 36,720kb + 37,728kb = 74,448kb or **75mb**

12.6.2 Network Protocols

CENTURYLINK will run layer 2 and layer 3 protocols that will provide fast convergence in event a link should fail. This will include layer 2 SLA and layer 3 BGP on the outward facing interfaces at the LNG and ECMC and layer 3 VRRP or HSRP on the inward facing interfaces.

12.6.3 Edge Devices

Each 1Gig loop will terminate on diverse edge routers/switches at both the LNG and ECMC.

12.7 ECMC TO HOST CPE SYSTEMS

12.7.1 West VIPER

Geo Diverse VIPER Hosts will be installed at the ECMCs. As such, the network connecting the ECMC to VIPER Hosts will be local and will not require an IQ MPLS Private Port. Connectivity between the two VIPER Nodes is over the existing West cloud connecting the two ECMCs.

12.7.2 Airbus VESTA

For ECMC to VESTA Hosts, CENTURYLINK will be providing dual 1Gig diverse IP connectivity via a CENTURYLINK provided IQ MPLS Private Port. Each 1Gig loop over fiber will hone to diverse CENTURYLINK POPs. As calculated below ECMC to VESTA Hosts require 37mb bandwidth. Each 1Gig loop will have less than 5% utilization and provides significant capacity for growth as required.

12.7.3 Bandwidth Requirements

ECMC to Host Sites is determined by the following formula:

(Number of 9-1-1 SR Trunks) x (144kb)

Based on the 9-1-1trunk count for Arizona, the required bandwidth from ECMC to VESTA Hosts is

- Airbus = (255 x 144kb = **36,720kb)**
- West = (262 x 144kb = **37,728kb).** As this traffic will stay local within the ECMC or traverse the West cloud, CENTURYLINK IQ Private Ports are not required for this connectivity.

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12.7.4 Network Protocols

CENTURYLINK will run layer 2 and layer 3 protocols that will provide fast convergence in event a link should fail. This may include layer 2 SLA and layer 3 BGP on the outward facing interfaces at the ECMC and Hosts and layer 3 VRRP or HSRP on the inward facing interfaces.

12.7.5 Edge Devices

Each 1Gig loop will terminate on diverse edge routers/switches at both the ECMC and VESTA Hosts. VIPER hosts will terminate on diverse routers and switches within the ECMC.

12.8 Host CPE to Remote PSAP CPE

12.8.1 West VIPER Host Sites to Remote Sites

CENTURYLINK will provide dual 1Gig diverse IP connectivity via the CENTURYLINK provided IQ MPLS Private Port from the VIPER Hosts at the ECMC to the CENTURYLINK MPLS cloud. Each 1Gig loop over fiber will hone to a diverse CENTURYLINK POPs. Based on calculated required bandwidth below of 80mb, each 1Gig link will have less the 10% utilization.

CENTURYLINK will provide dual IQ MPLS Private Port loops to each VIPER remote PSAP. Each loop will hone to diverse CENTURYLINK POPs. Bandwidth will vary depending on position count of each PSAP. Most loops to the IQ MPLS network will be over DS1 or bounded DS1s (NxDS1). For sites requiring greater than 10.5mb of bandwidth, the local loop may be Ethernet over copper or Ethernet over fiber.

Approximately 50% of VIPER 9-1-1 positions will be primarily homed to Node A and 50% to Node B. If one of the VIPER nodes fails, then 100% of the VIPER system's traffic will be served by the alternate surviving node.

12.8.2 Bandwidth Requirements

Bandwidth requirements to each remote PSAP are estimated by the following formula:

Per PSAP Bandwidth = 1000kb + ((Position Count) x (100kb)

Bandwidth requirements for each VIPER host are estimated by the following formula:

Host Bandwidth = Sum of PSAP Bandwidth Required

Based on the total PSAP Count and VIPER Position Count for Arizona, the required bandwidth is

PSAPs = 42
Positions = 375
(1000kb x 42) + (375 x 100) = 79,500kb or **80mb**

CENTURYLINK and West will determine the exact required bandwidth for each PSAP after site survey and call flow meeting has been conducted. Remote PSAP bandwidth above is only for estimating Host bandwidth requirements. CENTURYLINK's Managed Services Solution will provide the required bandwidth to each PSAP to deliver 9-1-1 calls, GIS updates, access to MIS databases, remote monitoring / response, and remote access.

12.9 Airbus VESTA Host Sites to Remote Sites

CENTURYLINK will provide dual 1Gig diverse IP connectivity via the CENTURYLINK provided IQ MPLS Private Port from VESTA Host sites to the CENTURYLINK MPLS cloud. Each 1Gig loop over fiber will hone to a diverse CENTURYLINK POPs. Based on calculated required bandwidth below of 70mb, each 1Gig link will have less the 10% utilization.

VESTA Hosts with Split Core as will be deployed for Arizona, require a layer 2 connection between each core. This bandwidth must be equal to the sum of required bandwidth of the host system or 140mb. CENTURYLINK will provide a 1Gig layer 2 fiber connection between the two VESTA cores. CENTURYLINK will provide dual IQ MPLS Private Port loops to each VESTA remote PSAP. Each loop will hone to diverse CENTURYLINK POPs. Bandwidth will vary depending on position count of each PSAP. Most loops to the IQ MPLS network will be over DS1 or bounded DS1s (NxDS1). For sites requiring greater than 10.5mb of bandwidth, the local loop may be Ethernet over copper or Ethernet over fiber.

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VESTA Core A is the Active Core while Core B runs in standby mode. A layer 2 network provides network connectivity between the two cores. If a failure occurs at Core A, then 100% of the VESTA system's traffic will be managed by Core B.

12.9.1 Bandwidth Requirements

Bandwidth Requirements to each remote PSAP are estimated
Per PSAP Bandwidth = 1000kb + ((Position Count) x (100kb)
Bandwidth requirements for each VESTA host are estimated by the following formula:
Host Bandwidth = Sum of PSAP Bandwidth Required
Based on the total PSAP Count and VESTA Position Count for Arizona, the required bandwidth is
PSAPs = 37
Positions = 241
(1000kb x 37) + (241 x 100) = 61,100kb or **70mb**
CENTURYLINK and Airbus will determine the exact required bandwidth for each PSAP after site survey and call flow meeting has been conducted. Remote PSAP bandwidth above is only for estimating Host bandwidth requirements. . CENTURYLINK's Managed Services Solution will provide the required bandwidth to each PSAP to deliver 9-1-1 calls, GIS updates, access to MIS databases, remote monitoring / response, and remote access.

12.9.2 Network Protocols

CENTURYLINK will run layer 2 and layer 3 protocols that will provide fast convergence in event a link should fail. This may include layer 2 SLA and layer 3 BGP on the outward facing interfaces at the Host and remote sites and layer 3 VRRP or HSRP on the inward facing interfaces.

12.9.3 Edge Devices

Each 1Gig loop will terminate on diverse edge routers/switches at both the Host sites and Remote sites.

12.10 SR 9-1-1 TRUNKS FROM LSR TO LNG

- There will be two LNGs for Arizona, Phoenix and Tucson
- LNG will be located in data centers
- As PSAP is migrated to NG9-1-1, EM trunks between LSR and PSAP are migrated to SR trunks between LSR and LNG
- CENTURYLINK's design is a ratio of 1.3 SR trunks for every EM trunks. May be adjusted as monitoring dictates to ensure a P.01 grade of service

12.10.1 P.01 Grade of Service

P.01 Grade of Service is the responsibility of each telephone carrier. CENTURYLINK is only responsible for ensuring that it meets a P.01 service level for 9-1-1 traffic over its 9-1-1 trunks. To ensure a P.01 service level, CENTURYLINK will:

- Run a report within 30 days after migrating a PSAP over to the NG9-1-1 network
- Run a report every quarter on all PSAPs that have migrated over to the NG9-1-1 network
- Provide copies of these reports to the PSAPs
- Provide these reports at no additional charge to the customer.

12.11 ECMC CONNECTIVITY – REFER TO ATTACHED DRAWING "AZ NG9-1-1 DESIGN"

- Two ECMC located in Miami FL and Englewood CO
- Each LNG honed to both ECMCs (VPN A and VPN B) through diverse POPs
- Estimated required bandwidth for VPN A and VPN B is 75mb
- Calls routed through LNG to ECMC (VPN A & B) and then from ECMC to Host (VPN C & D)
- All network edge devices are monitored
- 1Gig Connectivity from ECMC to LNG and ECMC to Hosts

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12.12 Host VIPER to ECMC and Host VIPER to Remote PSAP VIPER Connectivity – Refer to

attached drawing "***AZ NG9-1-1 Design"***

- VIPER Hosts are located in the West ECMC in Miami FL and Englewood CO
- VPN C & D are local – IPSR to VIPER Host
- VPN G & H are for Host / Remote connectivity
- Each VIPER remote is honed to both VIPER Host
- Each VIPER Host is honed to diverse POPs
- Required bandwidth for each VIPER remote varies by position count. Most remote sites will use a bonded DS1 (NxDS1) local loop
- VIPER Host bandwidth is estimated at 80Mb
- Bandwidth from VIPER host to MPLS cloud will be 1Gig

12.13 Host VESTA to ECMC and Host VESTA to Remote VESTA PSAP - Refer to attached drawing "*AZ NG9-1-1 Design"*

- VPN C & D is connectivity between IPSR and Host VESTA
- VPN C & D required bandwidth is 37mb. Actual connectivity will be 1Gig
- VESTA Hosts are honed to each ECMC through diverse POPs
- VESTA Hosts will be installed in two data centers with one in Phoenix AZ and the other in Highlands Ranch CO
- Highlands Ranch data center is same building and location as the CENTURYLINK POP
- VPN E & F is connectivity between VESTA Host and VESTA Remotes
- VPN E & F required bandwidth is 70mb. Actual bandwidth is 1G
- VESTA Remotes bandwidth will vary depending on position count
- VESTA Remotes connectivity will mostly be by bounded DS1 (NxDS1)
- Redundant 1Gig Layer 2 connectivity between VESTA Core A and VESTA Core B
- All network edge devices are monitored

13.0 CPE Managed Service

13.1 Solution Summary

CENTURYLINK's managed service solution is a Host / Remote architecture. Current deployments are using NG9-1-1 systems from West (VIPER) and Airbus (VESTA 4.x). The solution includes the following applications:

- NG9-1-1 Call Taking Systems
  - Airbus VESTA 4.x
  - West VIPER
- MIS Applications
  - West Power MIS
  - Airbus Aurora MIS
- GIS Mapping Applications
  - West Map Flex
  - Airbus Vela
- GIS Updating Applications
  - West Map Flex
  - Airbus Data Sync
- Services
  - Remote Monitoring and Response
  - Anti-Virus
  - Patch Management
  - Software Upgrades
  - Proactive Hardware Maintenance

CENTURYLINK will deploy its Managed NG9-1-1 CPE solution in a single Geo Diverse Host / Remote configuration for each 9-1-1 CPE Manufacturer. Each host location will be served by redundant and diverse MPLS circuits. Each remote site will be served by a pair of redundant MPLS circuits

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NG9-1-1 calls will be delivered over the Arizona ESInet to host locations, where the specific 9-1-1 call handling equipment will route to the appropriate PSAP over a separate private IQ MPLS Private Port VLAN. Each manufacturer's NG9-1-1 host system will have a redundant pair of call processing servers and ALI controllers, or cores. These secure cores (Core A & Core B) will be deployed in a geo diverse configuration.

-

13.2 Examples of Host Remote Systems

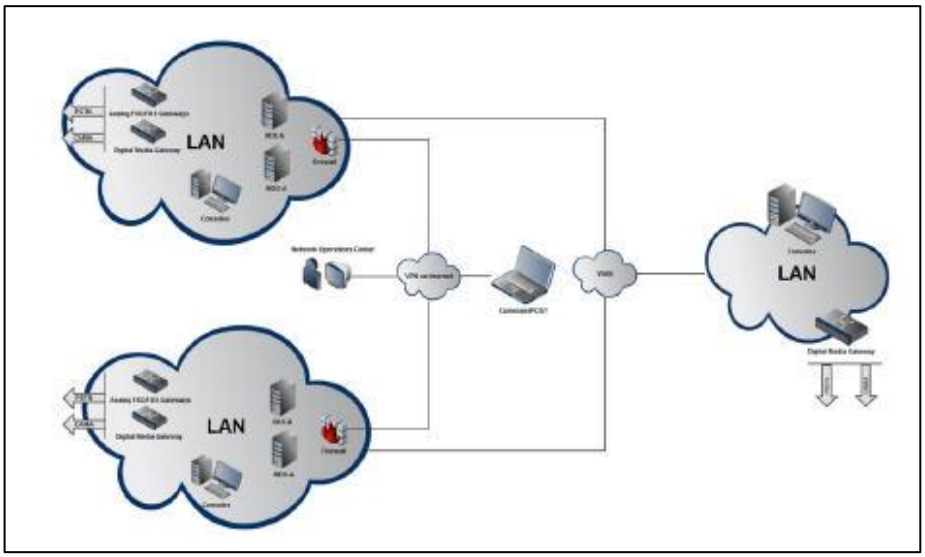

Figure 13.1 – VESTA in a Distributed GEO Diverse Configuration

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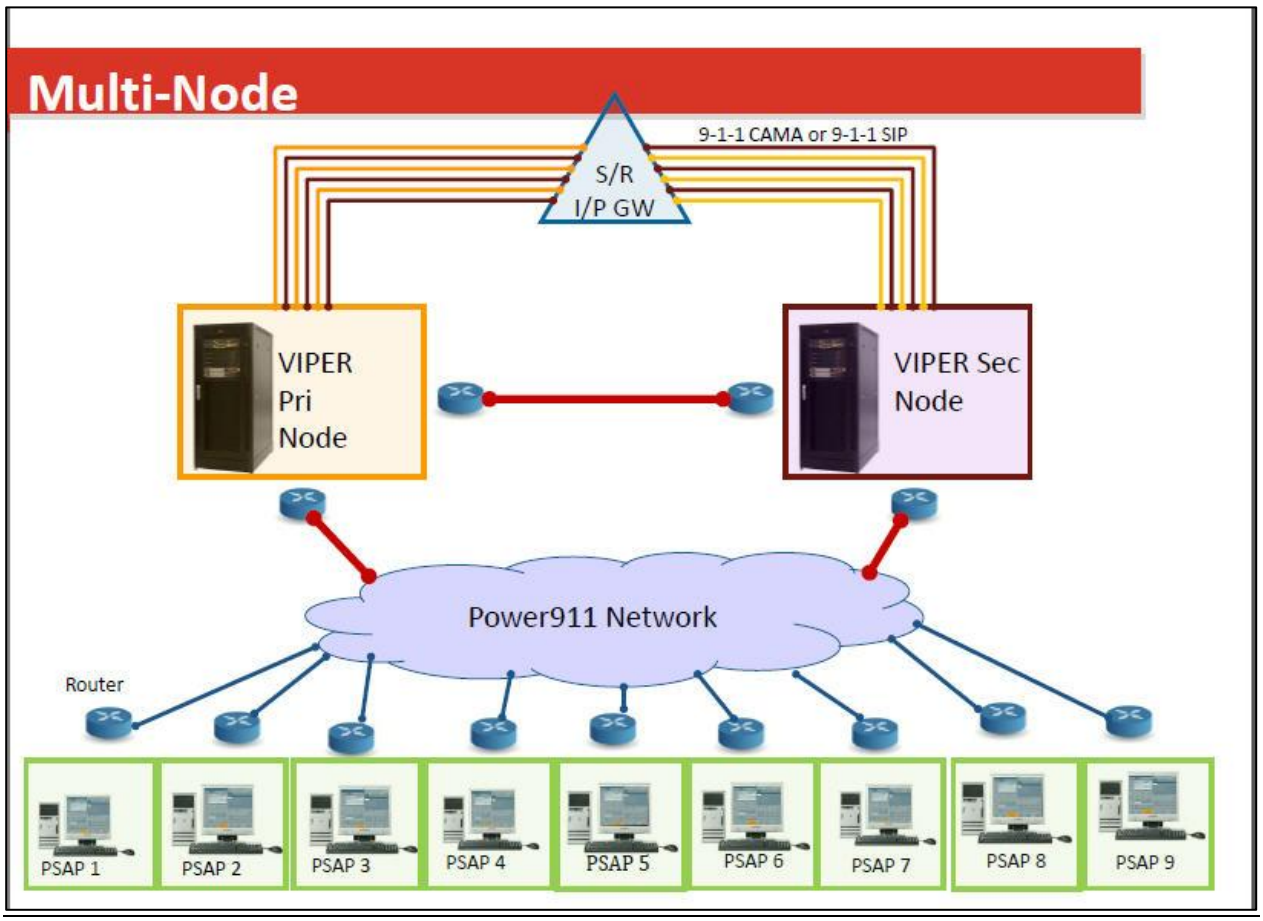

Figure 13.2 – VIPER GEO Diverse Multi-Node Host Remote

13.3 System Hosts

CENTURYLINK's solution includes the required space and facilities to support the host systems. For each CPE system manufacturer, CenturyLink shall provide:

- Co-Location Space for host system components
- All racks and power requirements
- NG9-1-1 Core Components - Call Processing Servers, ALI Controllers, and system configuration databases at each host location
- MIS Servers – Single Deployment
  - Single Power MIS server at one of the two host sites
  - Single Aurora MIS server at one of the two host sites
- GIS Host Servers – Single Deployment
  - Single GIS Central Server at one of the two host sites
  - Single DataSync server at one of the two host sites
- Network Management Server
- Master Time Clock – Each host system
- Peripherals – KVM and monitors
- Backup Devices
- LAN switches
- Routers
- Patch Panels
- All cabling

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13.4 REMOTE PSAPS

CENTURYLINK will provide the following as ordered by individual PSAP:

- NG9-1-1 Call Taking equipment, including Gateways (FXO, FXS, and T1)
- GIS Mapping applications
- MIS Applications
- Remote Monitoring and Response
- Anti-Virus
- Firewall

13.5 PSAP EQUIPMENT

A sample of equipment to be installed is provided as a representative list only. The actual equipment requirement will vary PSAP to PSAP.

13.5.1 Backroom Equipment

- Racks
- UPS
- Gateways – FXS, FXO, and Digital ISDN T1
- LAN switches
- Serial Ports for serial hand offs (Example: CAD and DLR)
- Patch Panels
- Patch Cables
- Application servers (Example: GIS server for map updates)
- Monitors
- KVM
- CDR outputs to customer CAD and Recorders

13.5.2 Front Room Equipment

- NG9-1-1 Call taking Workstation, includes:
    - Keyboard & Mouse
    - Monitor for call taking GUI (19” or 22” LCD)
    - Monitor for mapping GUI (19” or 22” LCD)
    - Audio Control Box
    - 2 Headset Jacks
    - 2 Port KVM (Arbitrator)
    - Genovation Keypad
    - Extension cables
- Network Printer (1)
- Position UPS and Power Strips

13.6 CABLING

If, during site survey CenturyLink determines PSAP cabling is required, CENTURYLINK will install four (4) CAT6 drops to each 9-1-1 call taking position to 9-1-1 CPE equipment in back room. These four drops will be for exclusive use by CENTURYLINK for the 9-1-1 CPE equipment being provided to the PSAP by CENTURYLINK. The following will be included;

- (4) CAT 6 drops
    - (2) for 9-1-1 position CPU
    - (1) for audio to customer provided recording equipment
    - (1) spare
- (1) CAT 6 drop for network printer
- Cables from 9-1-1 CPE equipment to IQ MPLS Private Port Equipment
- CAT 3, 5, or 6 cables from 9-1-1 CPE equipment in backroom to IDF backboard in backroom
- Cabling will include all required jacks, patch panels, and patch cables

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13.7 Admin Lines

CENTURYLINK will provide PSAPs with Analog or Digital gateways for connecting analog administrative or ringdown lines, PSTN ISDN PRI lines, and tie lines to PSAPs PBX. PBX must support PRI ISDN / QSIG signaling.

13.8 CDR Outputs

CENTURYLINK will provide CDR outputs to customers' CAD and Recording equipment. These outputs will terminate on or within 20 feet of CENTURYLINK's backroom equipment at PSAP

13.9 Headset Integration

CENTURYLINK will provide optional headset integration depending on PSAP requirement. CENTURYLINK D-mark is at the Audio Control Box. CENTURYLINK will work with PSAP radio maintenance provider for connectivity and testing.

13.10 Logging Recorder

CENTURYLINK will provide an analog voice handoff to PSAPs logging recorder from the workstation audio control box. This handoff is from an 8 PIN plug, 7 feet long, off of the audio control box.

CENTURYLINK will work with PSAP's logging recorder vendor assuring audio is being sent to recorder. VOX or Contact Closure can be configured depending on each PSAPs requirement.

ANI can be sent for CDR to logging recorder if required by PSAP. CENTURYLINK will hand this CDR output off to PSAP in the 9-1-1 CPE equipment rack. PSAP would be responsible for extending to their recording equipment.

13.11 Text Messaging and Text Messaging Services

While the CENTURYLINK NG9-1-1 solution will support Text Messaging Services, the service offering is not part of the solution scope. Optional pricing will be provided to the PSAPs if they wish to implement the text messaging services.

13.12 Text Messaging CPE Interfaces

Both proposed CPE products, West's VIPER and Airbus's VESTA provide an integrated text messaging interface. This interface is included in the CENTURYLINK solution.

13.13 Examples of Equipment not Included at Remote PSAP Sites

- Master Time Clock – Only required at host sites.
- Electrical Power
- Additional administrative workstations (Example: For MIS reporting)
- Reader boards
- Firewalls – Connectivity between PSAP LAN and local agency LAN
- Headsets
- Additional printers

14.0 Local GIS Data Management

GIS Data Management will be a responsibility of the PSAP customer. A Centralized solution will be provided for updating Maps over the specific NG9-1-1 CPE vendors host / remote network. Below are vendor specific responses.

14.1 West

The MapFlex 9-1-1 architecture and data update process is described in the diagram and numbered, associated text below.

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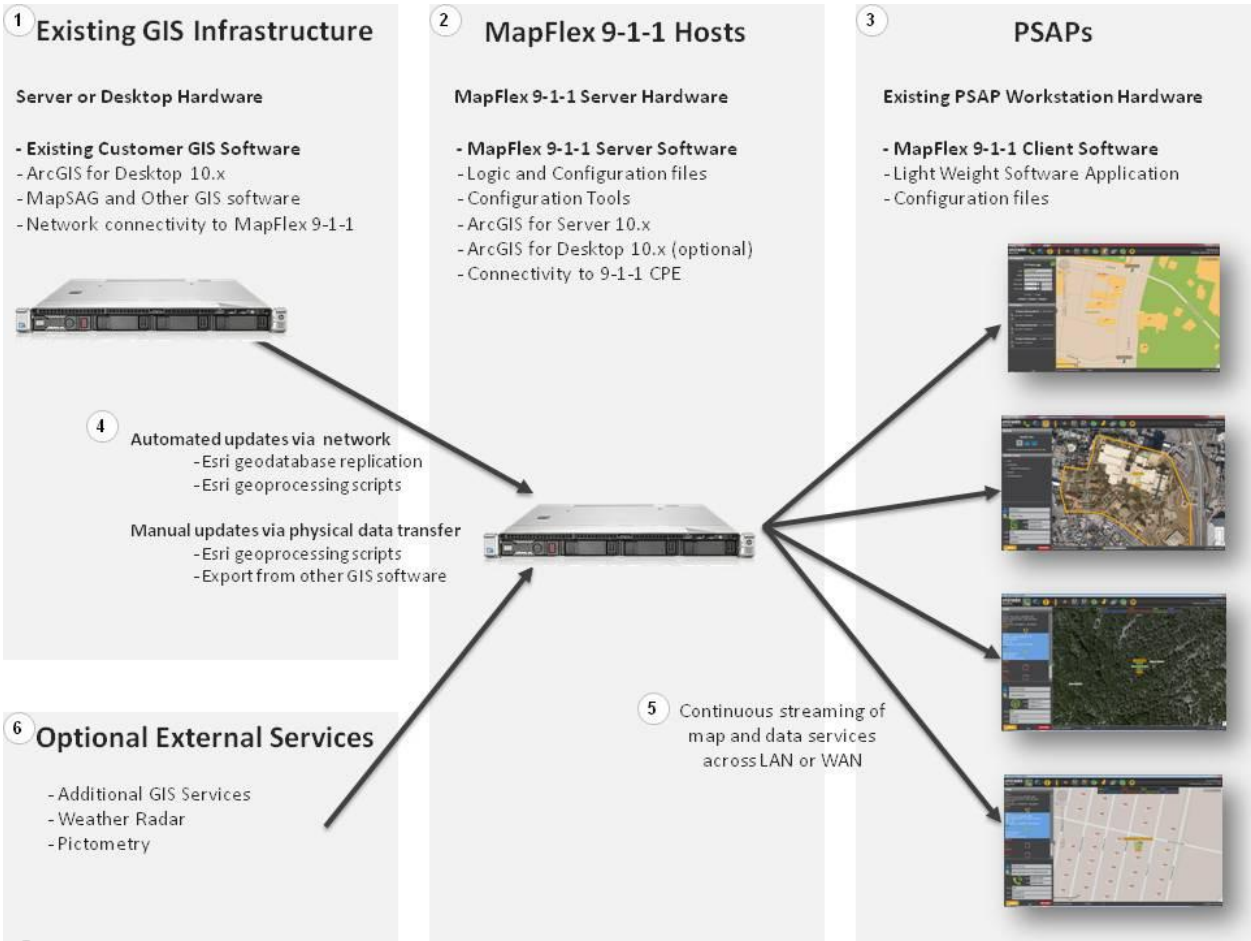

1

Existing GIS Infrastructure

- MapFlex 9-1-1 utilizes your agency's existing GIS infrastructure to enable the use of your accurate and complete local GIS data.
- MapFlex 9-1-1 can seamlessly consume data from Esri ArcGIS 10.x or from other GIS software that is capable of exporting data in an Esri compatible format.
- Network connectivity to the MapFlex 9-1-1 Host Server enables automated, near real time GIS data updates.

2

MapFlex 9-1-1 Hosts

- A dedicated MapFlex 9-1-1 Server(s) is the core of the MapFlex 9-1-1 solution.
- MapFlex 9-1-1 Server(s) Software is based on ArcGIS for Server 10.x.
- All map and data configuration files are stored on this centralized server to enable fast and easy updates.
- Connects to your existing 9-1-1 system to geocode 9-1-1 calls and events.

3

PSAPs

- Lightweight MapFlex 9-1-1 Client Software is installed on existing PSAP workstation hardware to consume the MapFlex 9-1-1 application and data from the MapFlex 9-1-1 Server.

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4 *Data Updates*

- Automated updates can be enabled via network connectivity between GIS server/desktop and MapFlex 9-1-1 server(s)
- Manual updates are also available via data extract and physical data transfer if no network connectivity exists.

5 *Data Streaming*

- When the MapFlex 9-1-1 Server(s) is updated with new GIS data the PSAP telecommunicators instantly see the new updates without having to restart their systems.

6 *Optional External Services*

- MapFlex 9-1-1 can optionally consume data services such as weather radar using existing internet connectivity.

For PSAPs that are not utilizing MapFlex 9-1-1, West will provide services to update other mapping products' local servers. These services will utilize a similar workflow as the SIF. West will work with each mapping provider to understand the data requirements for each application. Finally, West will export data to each mapping provider's designated location at each PSAP in the required Esri data format and database schema. This data update process can be performed using a mix of Geodatabase replication, custom scripting or manual update processes over the network, where connectivity to the CENTURYLINK network exists, or manual updates via data extract and physical data transfer if no network connectivity exists, as required with each provider. West performs a similar service today with several providers for the entire State of New Mexico.

West's 9-1-1 SIF System is a managed service that encompasses an interface with multiple agencies to obtain locally maintained GIS data, perform error detection, normalize the data, transforming it into a common data schema, performing basic validations, reporting on gaps/overlaps that exceed a configurable threshold and provisioning to Next Generation 9-1-1 (NextGen 9-1-1) systems including Emergency Call Routing Function (ECRF), Location Validation Function (LVF) and MapFlex.

14.1.1 Data Requirements

The West SIF is designed to work with most customer provided GIS data. The GIS data accepted includes Esri formats personal Geodatabase, file Geodatabase, or shapefile. 9-1-1EGDMS utilizes a NENA NG9-1-1 GIS Data Model V1 compliant design, and the 9-1-1EGDMS system will help customer data comply with these standards and guide them to meet the minimum data requirements. There may be cases where minor alterations of the customer data are required. West GIS Analysts will review the GIS data format and recommend any necessary changes.
The feature classes supported by West's SIF include:

- Street Centerlines - Street centerline data for the agency's jurisdiction with optional street name alias tables.
- Fire Response Boundary - Fire response boundary polygons for the agency's jurisdiction.
- Address/Structure Location - Address/structure points for the agency's jurisdiction.
- Law Response Boundary - Law response boundary polygons for the agency's jurisdiction.
- PSAP Area Boundary - Public Safety Answering Point boundary polygons for the agency's jurisdiction.
- EMS Response Boundary - EMS/medical response boundary polygons for the agency's jurisdiction.
- Emergency Service Zone - Service response boundary (ESN boundary) polygons that include Fire, Law, and EMS response agencies in the jurisdiction.
- Municipal Boundary - Municipal boundary polygon(s) for the agency's jurisdiction.
- Authoritative Boundary - Authoritative boundary polygon that covers the geographic region in which the agency has jurisdiction.

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14.1.2 User Interface

The West customer portal is a fully web-based solution that serves as West's front end user interface for the National Emergency Number Association (NENA) Spatial Information Function (SIF) requirement. The portal provides secure GIS file transfer to West and customers are able to maintain their local database schema and configure database changes on the fly. The portal provides:

- Secure File transfer via West Unified Portal (IUP) with secure 2 factor authentication
- Popular file format support for File Geodatabase, Personal Geodatabase and Shapefile
- Automated schema change detection and error notification
- Attribute field mapping configuration driven by the customer
- Automated Email notifications for upload and processing status
- GIS Data Validation Report Retrieval

The web application allows customers to upload their GIS data, to capture and manage the metadata related to the contents of GIS uploads, to convey processing status of the uploaded data, and to access reports generated during processing and validation of those uploads. 9-1-1 GIS data is managed by our customers in different forms and by different entities at different levels of government. The county or other governmental agencies which are responsible for providing the spatial addressing information may have other data management responsibilities beyond 9-1-1, and as a result we expect most customer schemas to be unique and dynamic.

The key functionality of the portal is the schema configuration user interface (UI) and GIS data interrogator. The field mapping tools allows customer to configure their database field mappings and update them when necessary. Upon successful data transmission, an automated process extracts the data from its compressed (.zip) format and reads the contents of the database or shapefiles. The data interrogator automatically checks that the data contents are valid, in the correct format, with the required attribute fields as mapped and stored within the system's schema field mapping configuration template. Any discrepancy or schema change triggers automatic notification to the data provider, alerting them that action is required. In the event that the schema was changed and saved fields are missing or their properties have changed, the customer can make the necessary changes immediately. This allows each customer to maintain individual database schemas and make changes as necessary within the portal UI.

14.1.3 System Architecture

The West web portal is the centerpiece of interaction between the various users of the system, and the server-side systems will store, process and distribute the incoming customer GIS data. Application web services will provide enhanced and automated processing capabilities on the customer GIS data, allowing for fast and large scale throughput. Enterprise GIS datastores will support QA/QC activities, and also serve as the SIF. The SIF will also interact with application web services to provision GIS data to i3 datastores including ECRF/LVF, MapFlex, and DataSync.
The architecture for the solution is based on leveraging a suite of commercial software tools which will provide the core system capabilities to store and manage GIS data, manage the processing workflows, and perform various geospatial extract, transform, load (ETL) roles. Automated processing tools include Esri ArcGIS for Server to provide enterprise GIS data storage and management, FME from Safe Software to provide geospatial ETL capabilities, and Workflow Manager from Esri, to manage the overall processing workflows, automation and processing job state management and reporting capabilities.

The West solution involves proprietary delta detection tools that allow customers to submit full GIS databases as opposed to only added/changed/deleted features. As many GIS agencies do not possess the licensing requirements for Esri replication, and many do not maintain Unique IDs, the ability for all customers to isolate and submit only changed features is not reliable or easily achieved. Not only does this solution support any customer data (shapefile, Personal Geodatabase or File Geodatabase formats) it does not require additional licensing and does not require that the agency maintain UIDs. With incoming customer data separated into changed and unchanged sets, and the changes flagged as being geometry based, or attribute based, the West solution will run both validation and coalescing operations on only the changed data alone, which will expedite the overall processing time and streamline the provisioning update processes.

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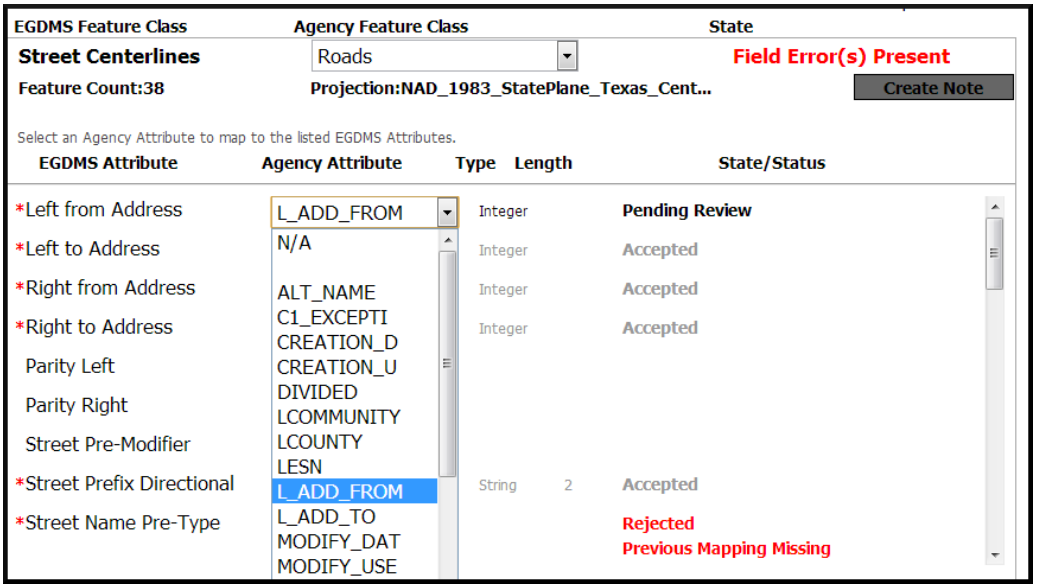
The upload details screen allows user to configure the upload, and view an activity log for the selected upload.



The user can configure their schema field mappings, and correct any errors using the Field Mapping Tools. Schema validation includes automated data type and field length warnings/errors

14.2 Airbus ORION Vela

The Arizona 9-1-1 Program office, Local 9-1-1 System Administrator, or PSAP will maintain the ORION Vela map displays (Templates) for all PSAPs on their map administration workstation. They will publish these Templates and map data updates to the DataSync Center server. The DataSync Center server will synchronize Template and map data updates on a scheduled and/or instantaneous basis. PSAPs with more than six positions will require a DataSync Edge server to be located at the PSAP. DataSync clients on PSAP workstations will periodically check (default is 5 min) for available updates on their respective DataSync server. When an update is available, DataSync client will pull the update package down from its respective Edge or Center server in the background without interfering with active applications. When the update is downloaded and processed a notification appears to the call taker stating that an update is available. They may then restart the ORION Vela application at their leisure.

Map data updates may be passed to the Arizona 9-1-1 Program office, Local 9-1-1 System Administrator, or PSAP via mapped network drives to the DataSync Center server. Current regional map administrators may continue to maintain their map displays and would pass their Template updates with their map data updates.

Orion Vela can use the data from the SIF. This is done using the field names and file names of specific map data layers. Ultimately, the data must be provided in shapefile format.

15.0 IP Recording of 9-1-1 Calls

There are several options available for recording of the solution. The methodology chosen will depend on the PSAP's needs, CPE vendor capabilities and Logging Recorder capabilities.

The most common option in an ESInet environment is position based recording. The West A9-1-1 VIPER proposal provides an analog output of position audio at the headset/handset jack level to include radio traffic if radio audio is provided to that jack by the PSAPs radio vendor. The West solution is capable of headset arbitration of the telephone/radio traffic with the arbitration managed by the West telephone, or managed by the radio provider. CenturyLink will work with the PSAPs to determine the operational

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architecture that works best for the PSAP, and the PSAP will need to engage their radio vendor for the appropriate radio connections.

Airbus VESTA provides an analog output of position audio at the headset/handset jack level and is capable of headset arbitration of the telephone/radio traffic with the arbitration managed by the Airbus sound device or managed by the radio provider. CenturyLink will work with the PSAPs to determine the operational architecture that works best for the PSAP, and the PSAP will need to engage their radio vendor for the appropriate radio connections.

NENA is in process of developing an i3 specification for Logging Recorders. West will meet the NENA i3 build-to standard for a new IP logging recorder interface, as published at the time of deployment of said interface in Arizona PSAPs. West participated in NENA ICE 8 to demonstrate this capability.

As an option, West offers a cloud based logging recorder service for NG9-1-1 voice traffic in the West cloud core call taking solution. This would capture voice traffic at each redundant West data center, and provide for a browser based access through separate secure paths to recording management. Options are also available to provide for alternate IP networking for migration of the recording files to local storage devices for local, or consolidated access. The specific architecture and technology would depend on the Logging Recorder vendor selected.

15.1 West VIPER

From the CPE perspective, West has available a 3rd Party IP Recorder Interface Kit providing for the following:

15.1.1 Physical IP packet-capture solution

This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder at the VIPER switch level.

15.1.2 VIPER 3rd party recording license

This is the VIPER-side license that enables a 3rd party recorder to have a one way IP connection to VIPER.

15.1.2.1 Span port method

Two Small form-factor pluggable transceiver (SFP) modules are inserted into each VIPER LAN switch pair. There will be one SFP per switch. Each SFP module enables a gigabit SPAN IP output flow, which will feed either a primary or a secondary 3rd party recorder.

15.1.2.2 Passive Tap method

Passive taps are placed in the voice path between the VIPER VOIP servers and the VIPER LAN switches. The taps all feed an aggregator module which provides two output flows. These will feed both a primary and a secondary 3rd party recorder. One Tap Port Set (P10010) is needed per VIPER node from where tapping is to take place.

Please see the attached Product Bulletin for greater detail on the Third Party IP-Recording Kit

15.2 Airbus VESTA

For Airbus System, IP recording can is done using the Span port method as described in section 15.1.2.1 above.

15.3 CENTURYLINK IP Cloud Recording Service

As of January 2016, CENTURYLINK is engaged in developing a cloud recording solution for the hosted Airbus VESTA.

15.4 IP Recording Costs

IP Recording is not included with the current service offering. If IP recording is required at the PSAP or Host System level, additional charges would apply for equipment and labor.

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16.0 CUSTOMER TRAINING

CENTURYLINK will provide the following training options to PSAPs. It is assumed all training will take place at customer location and customer will provide a facility appropriate for conducting training.

16.1 AIRBUS ADMIN TRAINING

CENTURYLINK will provide administrative training for Airbus Systems for each PSAP as follows. Each class size is limited to 8 students.

- (1) VESTA Administrative class
    - Course Duration: 1 Day
- (1) Activity View Administration class
    - Course Duration: 4 Hours
- (1) DataSync Administration class
    - Course Duration: 1 Day

16.2 AIRBUS TRAIN-THE-TRAINER AGENT TRAINING

CENTURYLINK will provide (1) Agent Train the Trainer class to each new PSAP. Train-The-Trainer classes will cover all agent topics as well as tips to train the call takers specific to the PSAP. Class size is limited to 8 students and course duration is 1 day.

16.3 AIRBUS CUT-OVER COACHING

CENTURYLINK will provide a trainer on site on day of cut over to answer any questions and or assist call takers as they transition to the new system.

16.4 AIRBUS WEBINARS

Airbus's training department will develop a value added free quarterly webinar based service to review what's new, answer questions, etc. Topics are TBD, but might include:

- Major System Changes
- New Features
- Important need to know information
- Etc

16.5 WEST ADMIN TRAINING

CENTURYLINK will provide one (1) on-site training session for End User administrators. This training is expected to last for two (2) full days (6 training hours per day). The End User may have up to eight employees attending the West on-site training as long as the End User provides an adequate training facility and workstations/computers for number of attendees. In addition, one additional day of Administrator training is provided to support the cutover.

16.6 WEST AGENT TRAINING

West will provide either end-user training or train the trainer training for the End User, as follows:

- Training the Trainer - one (1) on-site training session for up to eight End User Power 9-1-1 call takers/dispatchers with a maximum of 2 people per workstation. This training is expected to last for two (2) full days (6 training hours per day). Training will be provided in train-the-trainer format.
- End User Training - in lieu of Training the Trainer West can provide all End User Training. Training is provided to a maximum of eight End User call takers/dispatchers, per training session, with a maximum of two training sessions per day. One workstation for each two students is required. West includes sufficient days to have up to 8 trainees per session, for all call takers at a VIPER Power 9-1-1 site upon deployment, i.e. Number of sessions = Number of call takers divided by 8 Additional Optional Training days for a maximum of eight End User call takers/dispatchers per session may be purchased to accommodate all call taker/dispatchers.

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16.7 Ad Hoc Training

CENTURYLINK will provide onsite technician support on ad-hoc basis, at no additional charge to PSAP, to demonstrate features for call taker supervisors. This is not in lieu of formal training.

17.0 CENTURLINK Level of Support

17.1 Repair and Response Times

CENTURYLINK Response Times includes the following with our Next Gen 9-1-1 Managed Services Agreement. Response Time shall be defined as the amount of time expired between the time in which the issue is detected by the CENTURYLINK NOC to the time that a qualified technician is on-site and actively troubleshooting the issue.

- CENTURYLINK shall provide designated PSAP personnel with notification of an outage within thirty (30) minutes after discovering a service affecting issue. Notification shall be made via a mutually agreed upon means, e.g., phone, email, text, or a combination thereof. Updates on the service affecting issue shall be provided no later than two hours after initial notification with updates being provided as mutually agreed upon between designated PSAP personnel and CENTURYLINK.
- Response Time Coverage - Seven (7) days per week, 24 hours per day, 365 Days of the year with a two (2) hour (maximum) response time to have a CENTURYLINK technician on site for all 9-1-1 related hardware, software, network repair/maintenance issues or events. This includes all Holidays.
- Response Times for PSAPS in Maricopa Region and Pima County will be provided in a 90 minute (maximum) on-site response time.
- One (1) 800 Number is provided to all PSAP's for both 9-1-1 Network and Equipment repair issues. This also improves response times whereas the PSAP's do not need to call two different numbers to open a repair 9-1-1 call.
- If the issue that was called in cannot be resolved through our CENTURYLINK remote diagnostics and repair Network Operations Center (NOC), then a technician shall be on-site within the above stated response times.
- The CENTURYLINK 9-1-1 NOC has a call-answering objective of answering 90% of all 9-1-1 calls within 20 seconds.
- In the event that a system has failed completely, the 9-1-1 System Administrator shall be updated hourly by the Arizona 9-1-1 CENTURYLINK Service Manager, Account Team and or Network Operations Center.
- If the system is anticipated to be down longer than 24 hours, the State 9-1-1 Administrator and State 9-1-1 office shall be notified immediately.
- CENTURYLINK provides new and updated escalation list(s) to the PSAPs in our monthly and quarterly PSAP and State 9-1-1 meetings. The PSAP can escalate at any time to the local dedicated 9-1-1 CENTURYLINK account team and Area Operations personnel.
- To assure that quicker response times are met, CENTURYLINK maintains manufacturer-recommended maintenance components at twelve (12) local Arizona CENTURYLINK installation and maintenance facilities. Some maintenance spare parts are also housed at the 9-1-1 PSAP facility depending on the location and size of the PSAP.
- Remote VPN (Virtual Private Network) access is being implemented as part of our Managed Services that also improve(s) response times.

17.2 Troubleshooting:

Trouble Ticket Resolution and Coordination with Solution Partners/ Manufacturers:

- CENTURYLINK 9-1-1 NOC uses Solution Partners/Manufacturers Web-based portals to track all manufacturer related 9-1-1 equipment issues. These portals provide CENTURYLINK with a fast, easy way to communicate directly with the 9-1-1 equipment manufacturer's in real time. CENTURYLINK can prioritize the severity of the repair problem with each vendor.

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- The portals also allow CENTURYLINK to review and identify other 9-1-1 locations within the CENTURYLINK territories that are having some of the same or identical manufacturer repair issues.
- These online tracking site(s) will allow CENTURYLINK to get hourly, daily, or weekly Service Ticket Alerts via e-mail for additional tracking purposes. The Web-based service and support command center provides CENTURYLINK with a direct escalation process for open manufacturer issues.
- These sites also are used by CENTURYLINK to complete Return Material Access (RMA) and track on repair equipment if a part needs to be returned. Using CENTURYLINK to complete all of the problem tracking and follow up procedures eliminates the need for the 9-1-1 PSAP personnel to complete this task.
- The following steps are taken for escalation and coordination with our 9-1-1 Partners as outlined below:
  - Step 1 CENTURYLINK NOC Tier 2 support interfaces directly with our approved 9-1-1 equipment partners. A case ticket is opened through the online CENTURYLINK manufacturer portal. CENTURYLINK prioritizes the ticket as an escalation on the Web site and this is instantly marked high priority.
  - Step 2 - All of the high priority repairs are reviewed with the 9-1-1 equipment manufacturers hourly, daily, and discussed on weekly conference calls if required.
  - Step 3 - The PSAP is provided progress reports via e-mail updates, through conference calls and service meetings.
  - CENTURYLINK also is notified through Partners Product Bulletins and Notices of trouble solutions and resolutions from each Manufacturer that also will assist in getting the trouble ticket closed.
    - CENTURYLINK also provides Business Solutions Alerts of any Arizona 9-1-1 outages that may be caused from Cable cuts, Fiber cuts or equipment failures. The State 9-1-1 Administrator and State 9-1-1 office are notified along with the PSAP(s) affected of such outages via our Arizona 9-1-1 service manager.

  - Step 4 – If it is determined that a patch or firmware upgrade is required from the Manufacturer, CENTURYLINK will keep the trouble tickets opened until final resolution of the ticket from the manufacturer.
  - Step 5 – Repair is resolved. If a Patch or Firmware is needed it will be installed remotely.
  - Step 6 – PSAP is notified of repair resolution and ticket is not closed with Partner until PSAP provides CENTURYLINK NOC or technician with authorization to close the ticket.
- Included in our Managed Services offering is monitoring and response from our 9-1-1 Managed Services Partners. If CENTURYLINK partners recognize a repair issue at the PSAP site through the remote monitoring process, the partner will open up a ticket with CENTURYLINK NOC. Same steps are followed for escalation and closure of ticket.
- CENTURYLINK 9-1-1 account teams can also view and track resolution during the repair process on the partner portal.

Feet-on-the-street support

- CENTURYLINK has been installing, maintaining, and servicing 9-1-1 CPE and Network for over 25 years in the State of Arizona. Over the past eighteen years, CENTURYLINK has planned, installed, and maintains over 70 PSAPs in Arizona for 9-1-1 equipment and network. Currently in Arizona, CENTURYLINK has dedicated certified 9-1-1 technicians strategically located in Northern and Southern Arizona. CENTURYLINK technicians are certified annually on any new product(s) by our 9-1-1 manufacturers. In addition to our dedicated 9-1-1 technicians, we also provide 9-1-1 network support on the current WAN/LAN IP and Digital networks.
- CENTURYLINK 9-1-1 technicians provide installation and maintenance support Seven (7) days per week, 24 hours per day, 365 Days per year to our 9-1-1 PSAP Centers.

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- Feet on the street support will be provided by CENTURYLINK 9-1-1 Technicians, Data Technicians, Network Technicians and CENTURYLINK Contractors. We also will provide System Design engineering if needed.
- CENTURYLINK provides local System Design and engineering support for 9-1-1 Network, Equipment and integration as part of our Managed Services offering as needed.

18.0 DOCUMENT REFERENCES

1 AZ NG9-1-1 Design (Rev 150921)
2 2014 Compliance Management Tearsheet
3 Savvis – 2013 Type 2 – SOC 1 Report
4 CIDB-AdditionalData Interface for A9-1-1_Version 1.1
5 ECRF-LoST Interface for A9-1-1_Version 1.1
6 ESRP Terminating Interface for A9-1-1_Version 1.0
7 LIS-HELD Interface for A9-1-1_Version 1.1
8 PBN-2013-Third Party IP-Recording Kit
9 Vesta SMS_PB 06-2014
10 PAD Datasheet

19.0 "AZ NG9-1-1 DESIGN" DOCUMENT – DRAWING TABS

Tab	Description
ESInet	Drawing showing the MPLS network that comprises the ESInet and includes: LSR to LNG LNG to ECMC ECMC to CPE Hosts – VIPER and VESTA
LNG	Drawing includes the major equipment and network design within the LNG Data Centers, showing route diversity and equipment diversity
VIPER MPLS	Drawing of the VIPER Host/Remote MPLS Network.
VIPER ECMC	Drawing of major components in West's ECMCs including VIPER host and the West cloud
VIPER Remote	Drawing showing typical network connectivity to remote site with diverse PSAP and Central Office equipment. Local loop will be redundant and not diverse, meaning, all in one sheath or trench. Includes typical VIPER equipment to be installed in each PSAP backroom.
VIPER Workstation	Drawing of VIPER workstation equipment with handoffs to recorder and radio (for headset integration)
VESTA MPLS	Drawing of the VESTA Host/Remote MPLS network
VESTA Host	Drawing of VESTA Host sites, showing the major equipment and network design within the VESTA Host Data Centers, showing route diversity and equipment diversity
VESTA Remote	Drawing showing typical network connectivity to remote site with diverse PSAP and Central Office equipment. Local loop will be redundant and not diverse, meaning, all in one sheath or trench. Includes typical VESTA equipment to be installed in each PSAP backroom
VESTA Workstation	Drawing of VESTA workstation equipment with handoffs to recorder and radio (for headset integration)

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ARF-4423 **Consent Agenda Item 5. E.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Malissa Buzan		
Submitted By:	Allison Torres, Case Manager		
Department:	Community Services		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2017-June 30, 2018	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Amendment No. 1 to the Independent Contractor Agreement 2017-18 Utility Assistance Programs (Contract No. 07012017-18) with Arizona Community Action Association.

Background Information

The Independent Contractor Agreement Contract No. 07012017-18 with the Arizona Community Action Association (ACAA) was approved by the Gila County Board of Supervisors on July 11, 2017.

This contract has been in existence between ACAA and the Gila County Community Services Division, Community Action Program (CAP) for the past 9 years.

ACAA is a 501 (c) (3) non profit agency created in 1967 to address poverty across Arizona. Through a collaboration of nearly 300 organizations and individuals, ACAA develops and implements strategies to address and ultimately eliminate poverty.

The Community Action Program was launched in 1964 as part of President Lyndon B. Johnson's Economic Opportunity Act to fight poverty by empowering the poor.

Evaluation

Amendment No. 1 to Contract No. 07012017-18 will administer Arizona Public Service Crisis Bill Assistance funding from ACAA in the amount of $40,000 to Gila County CAP to be used to provide bill assistance to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving this contract, Gila County CAP will receive funding to provide eligible citizens residing in Gila County with Crisis Bill Assistance services that promote economic self-sufficiency.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this contract in order for Gila County CAP to receive funding to provide Crisis Bill Assistance services.

Suggested Motion

Approval of Amendment No. 1 to 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 whereby ACAA will administer funding in the amount of $40,000, which will be used to provide bill assistance to eligible citizens residing in Gila County for the period of July 1, 2017, through June 30, 2018.

Attachments

Amendment No. 1 to Contract No. 07012017-18

Contract No. 07012017-18

Exhibit A - Policy Manual

Exhibit B - FY18 Federal Poverty Guidlines

Exhibit D - Pilot Program Summary and Application

Arizona Community Action Association

Amendment No. One (1) to the 2017-2018
Independent Contractor Agreement
Contract No. 07012017-18

The Independent Contract Agreement dated July 1, 2017, between Arizona Community Action Association (ACAA) and **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To increase the Arizona Public Service Crisis Bill Assistance Program funds by the amount of **$40,000.00** for the Total Allocation.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

Arizona Public Service (APS) Crisis Bill Assistance Program: To increase the Direct Service amount to **$33,333.33** and increase the Program Delivery amount to **$6,666.67**. The new allocation for APS BA will be **$40,000.00** (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:
Gila County Board of Supervisors

By:_____

Name: Tommie C. Martin

Title: Chairman, Gila County

Date:_____

Approved as to Form:

By:_____

Name: Jefferson R. Dalton

Title: Deputy Gila County Attorney, Civil Bureau Chief

Date:_____

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501
E-mail: mbuzan@gilacountyaz.gov

Arizona Community Action Association,
an Arizona nonprofit corporation

By: Cynthia Zwick

Name: Cynthia Zwick

Title: Executive Director

Date: July 10, 2017

Address:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

INDEPENDENT CONTRACTOR AGREEMENT
2017-18 Utility Assistance Programs
Contract No. 07012017-18

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is $84,788.00**.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information
Utility Repair Replacement Deposit (URRD)	**$50,962.04** **of which,** **$10,192.41 will be eligible for use in the URRD HVAC Waiver Pilot Program.**	**$4,076.96** **of which,** **$815.39 will be eligible for use in the URRD HVAC Waiver Pilot Program.**	**$55,039.00** **of which,** **$11,007.80 will be eligible for use in the URRD HVAC Waiver Pilot Program.**	Utility/Appliance Repair or Replacement and/or Utility Deposits	**Refer to Exhibit A, Appendix A: URRD** **Refer to Exhibit A, Appendix C:** Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status **Refer to Exhibit D: URRD HVAC Waiver Pilot Program Summary** ********** Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Low Income Energy Conservation (LIEC) Bill Assistance	**$8,000.00**	**$ 0.00**	**$8,000.00**	Utility assistance and deposits for SWG customers	**Refer to Exhibit A, Attachment 2:** Southwest Gas Low Income Energy Conservation Bill Assistance Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. ********** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Energy Share – Bill Assistance	**$10,909.09**	**$1,090.91**	**$12,000.00**	Utility assistance and deposits for SWG customers	**Refer to Exhibit A, Attachment 2:** Southwest Gas Energy Share – Bill Assistance Program Summary. ********** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Energy Share – Repair/ Replace	**$5,000.00**	**$ 500.00**	**$5,500.00**	Natural Gas Appliance Repair or Replacement for SWG customers	**Refer to Exhibit A, Attachment 2:** Southwest Gas Energy Share – Repair/Replace Program Summary. ********** Agency makes payments to repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.
Home Energy Assistance Fund (HEAF)	**$ 832.73**	**$ 83.27**	**$ 916.00**	Utility assistance and deposits	**Refer to Exhibit A, Appendix B:** HEAF ********** Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports.

Home Energy Assistance Fund (HEAF) Tribal	**$3,030.00**	**$ 303.00**	**$3,333.00**	Utility assistance and deposits	**Refer to Exhibit A, Appendix B: HEAF** ********** Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports.
APS Crisis Bill Assistance	**$ 0.00**	**$ 0.00**	**$ 0.00**	Utility assistance for APS customers	**Refer to Exhibit A, Attachment 2: Arizona Public Service (APS) Crisis Bill Assistance Program Summary** ********** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Totals	**$78,733.86**	**$6,054.14**	**$84,788.00**		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2017** (the "Effective Date") and ending on **June 30, 2018.**

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Termination for Conflict of Interest. This agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511.

2.4 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the ACAA Grants Management System (GMS) as required by ***Section 4.*** After the 15th day of each month, ACAA will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. ACAA

will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.6.1 Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either 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 and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

3.6.2 ACAA 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 ACAA may result in action by Gila County Community Services up to and including termination of this Agreement.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

a. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. *Automobile Liability*

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

Combined Single Limit (CSL) $ 1,000,000

a. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out*

of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

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

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

a. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. **Compliance with Terms of Funding**. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Exhibits attached hereto and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.1 Grants Management System Database (GMS). Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. **Confidential Information**.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection**. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally

recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold. ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Facsimile**. This Agreement may be executed in counterparts and delivered by facsimile.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
Gila County Board of Supervisors

By: _____

Name: Tommie C. Martin

Title: Chairman, Gila County

Date: 7-11-17

Approved as to Form:

By: _____

Name: Jefferson R. Dalton

Title: Deputy Gila County Attorney, Civil Bureau Chief

Date: Jefferson R Dalton 7-12-17

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501
E-mail: mbuzan@gilacountyaz.gov

Arizona Community Action Association,
an Arizona nonprofit corporation

By: _____

Name: Cynthia Zwick

Title: Executive Director

Date: MAY 23, 2017

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

After June 1st, 2017:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

List of Attached Exhibits:

Exhibit A	Home Energy Assistance Fund Policy Manual
Exhibit B	Federal Poverty Income Guidelines effective July 1, 2017 – June 30, 2018
Exhibit D	URRD HVAC Pilot Program Summary

Exhibit A

Arizona Community Action Association
Home Energy Assistance Fund
Policy Manual

FY 2018

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Mission

The Home Energy Assistance Fund (HEAF) at ACAA develops and coordinates resources through education, advocacy, financial assistance, and local partnerships throughout the state of Arizona to help families meet their basic energy needs and move toward economic stability.

Purpose and Principles

This fund has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The purposes of the fund include:

- Alleviate crisis situations by preventing disconnection and/or facilitating reconnection of utility services
- Supplement currently existing energy assistance resources
- Identify new/additional sources of support

Fund Sources Currently In Distribution

- APS Crisis Bill Assistance
- SRP Bill Assistance
- Southwest Gas LIEC
- Southwest Gas Energy Share – Bill Assistance
- Southwest Gas Energy Share – Repair/Replacement
- Global Water LIRT
- TEP Bill Assistance
- UNS Gas & Electric Warm Spirit Fund
- Utility Repair, Replacement and Deposit
- Home Energy Assistance Fund

Target Population

Individuals and families throughout the state of Arizona, who find themselves in a position of economic crisis, are encouraged to seek assistance from a community partner organization with access to these funds.

Local organizations under contract with ACAA to distribute these funds are encouraged to provide outreach services to increase awareness of this program among the target population who reside within the borders of their service area, including Native Americans living on tribal reservations.

Intake and Application

Local partner agencies should utilize efficient and accessible intake processes while serving clients at sites that are geographically accessible to all households in their service areas. An appropriate intake/application form is recommended for use in the intake process to facilitate prescreening and client data gathering.

Agencies should also provide low-income individuals who are physically infirm the means to submit an application without leaving their residences.

Grants Management System (GMS)

Appropriate data provided by clients in the application process must be entered into the Grants Management System (see the GMS User Manual) at the time of application or on a monthly basis by way of a pre-arranged, data integration process.

Monthly transfers of applications from partner agencies utilizing the data integration process must be received by the 10th day of the month, following any activity in the previous month.

All partner agencies must ensure that, by the 15th day of the month, applications in GMS from the previous month reflect accurate and complete information.

Household Eligibility

Specific eligibility requirements for utility assistance vary by fund source. Comprehensive outlines for these fund sources can be found in the Program Summaries attached to the end of this document (see Attachment 2). The following eligibility topics apply to all fund sources.

Frequency of Assistance

Each household may only receive assistance from a particular fund source once in a 12-month period. Clients may return within that timeframe to seek additional assistance, but are not eligible to receive assistance from the same fund source more than once in a 12-month period, unless otherwise specified by the program summary of the fund source.

Household Members

Each person living in the home is considered a household member. Income level and eligibility will be determined based on the entire household, including roommates. Boarders, not related by blood or law to the homeowner, are not considered household members for purposes of eligibility determination.

For clarification, boarders pay rent to someone living in the same home, while roommates pay rent to someone living outside the home. Income from each roommate is counted toward total household income, while income from boarders is not.

Household Income

All income for household members 18 years of age and older must be counted toward total household income, as well as the income of all household members 16 and 17 years of age who do not attend school full time.

In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to the abuser's income and resources.

Income Eligibility

Each fund source specifies an income threshold for households seeking assistance. These thresholds are based on either the Federal Poverty Level (FPL) guidelines or the State Median Income (SMI) guidelines. Updated information outlining these guidelines will be attached to community partner contracts and should be adhered to throughout the entire fiscal year.

Condition of Crisis

When required by the fund source, eligible clients must be experiencing a crisis in order to qualify for services. There is no required timeframe wherein the crisis must have occurred.

<u>Applicable crisis reasons</u>

1. Loss or reduction of income or public assistance benefits or a delay in receiving public assistance benefits.
    a. Examples include: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of a wage earner, reduction of benefits or public assistance monies.

2. Unexpected and/or unplanned expenses that cause a lack of resources.
    a. Examples include: car repairs, medical bills, natural or man-made disasters, death in the immediate family, court fines.

3. A condition that endangers the health and safety of the household.
    a. Examples include: lead poisoning, condemned property, infestation, domestic violence, asbestos, a medical condition that requires uninterrupted utility service for life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Document Verification

Identity Verification

The identity of the applicant must be verified before services can be provided. Any of the documents listed below can be used for identity verification.

Identity Verification Documents

1. Driver's license
2. Work or school ID
3. ID card from health benefits or social service program
4. Social Security card
5. Voter registration card
6. Wage stubs
7. Birth certificate
8. Family census card
9. Other reasonable sources

In addition, the utility service address must be verified to match the applicant's residential address.

Citizenship Verification (URRD and HEAF only)

The Utility Repair Replacement Deposit (URRD) and the Home Energy Assistance Fund (HEAF) both require that the primary applicant be verified as a U.S. Citizen or Legal Permanent Resident. Information concerning this verification process and a list of all federally accepted documents can be found in Appendix D of this document.

Income Verification

In order to determine the eligibility of applicants, all household income must be accounted for and verified. The most recent 30 days (up to and including the day of application) of countable income for each household member must be verified. This includes earned and unearned amounts. In addition, gross income amounts (not net income) must be counted, unless otherwise noted.

Some sources of income do not count against total household income. The following lists include the most common sources of both countable and excludable income. For comprehensive lists, please refer to Appendix C of this document.

Countable Income Sources

1. Earned income: employment, self-employment[1]
2. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,
3. Pensions
4. Worker's compensation
5. Child support
6. Work study
7. Other unearned income: rental income, and endowments or legal settlements.
8. Indian gaming commissions

Excludable Income Sources

1. Food stamps
2. Medicare
3. WIC
4. AmeriCorps stipend
5. Earned income of a child under 16 years of age, or of a child that is 16 or 17 years of age and is a full time student
6. Income tax refund
7. Cash gifts of $50 or less per month per household member
8. Insurance payments
9. Foster care payments and adoption subsidies
10. Housing and Urban Development (HUD) benefits.

Steps to Calculate and Verify Household Income

1. Identify the 30-day period prior to and including the application date.
2. Determine the number of sources of countable income received by all household members during this 30-day period.
3. Determine the amounts of countable income received from each source for each household member during this period.
4. Combine these amounts to reach the total, 30-day household income.
5. Compare this amount to the chosen fund source's income threshold, based on the number of household members.
6. Verify each amount from each income source using documents provided by the client and preserve a copy of each document for the client's file.

Payment Guarantee Process

Once a decision to approve a client's application has been made and all documents have been obtained and verified, a payment guarantee can be initiated on behalf of the client. Each fund

[1] Net income will be counted for self-employment income (gross income less business related expenses).

source has its own point of contact for receiving these guarantee requests. This information can be found in the Payment Guarantee Process Summary (see Attachment 1 at the end of this document). Payment guarantee requests should include all of the information listed below.

Information Included in Payment Guarantee Requests

1. Account number
2. Customer name on account
3. Customer address
4. Date of guarantee and guarantee amount
5. Fund source (if possible)
6. Name of case worker requesting the guarantee
7. Name of organization requesting the guarantee

Record Keeping

The applicant has the primary responsibility to provide all required documents. In situations where it is difficult for the applicant to obtain documents needed to complete the eligibility determination, the local partner agency should offer assistance to the client in obtaining the information.

In cases where all attempts to obtain necessary documents have failed, a client affidavit form can be used to allow the client to attest to the validity of any eligibility information provided. The form must be signed by the client and cannot be used to verify U.S. citizenship or legal permanent resident status.

Case Files

Supporting documentation for each client application must be kept in individual case files. Each file must contain all of the necessary documents to support the eligibility determination decision reached by the agency. Case files for every fund source must contain the documents listed below.

Documents Included in Case Files[2]

1. Intake sheet with client info and name of caseworker
2. Verification document for ID of client
3. Citizenship verification of primary applicant (for HEAF and URRD only)
4. Utility bill (or receipts for purchases of fuel)
5. Income verification
6. Crisis documentation (if required by fund source)

[2] Agencies may be granted reasonable exemptions from including certain documents in case files. Contact ACAA staff for exemption requests.

7. Client affidavit form (if utilized)
8. Statement of truth and release of information form, signed by the client
9. Copy of completed payment guarantee request

Additional documents may be required by certain fund sources when indicated on the fund source program summary.

Maintaining Records

Local partner agencies are required to maintain supporting financial records, documentation, and statistical records for three years.

Agency Reimbursement Process

All guarantees and payments made by local partner agencies on behalf of clients are eligible for reimbursement from ACAA on a monthly basis. These guarantees and payments must be accompanied by complete and accurate applications recorded properly in the Grants Management System (GMS) in order to receive reimbursement from ACAA. See the GMS User Manual for clarification on this process.

Payments Made to Ineligible Households

If assistance is provided to an ineligible household due to a caseworker's error, an over-expended fund source, or if the client was found to be ineligible after the payment was made, the award will be honored and the partner agency will be responsible for repaying the award amount, using funds other than those provided to the agency by ACAA. The partner agency has the right to appeal any repayment determination directly to ACAA.

Fraudulent Information and Conflict of Interest

If a client is found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment must be stopped and the client appropriately informed.

Relatives of Applicants

Caseworkers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another caseworker or supervisor. Upon request, and when possible, ACAA staff may provide application intake.

Agency Employees

Agency employees should not be denied the right to apply for and receive services through this program. These individuals or members of their households may apply for assistance; however, a supervisor must conduct the application intake process. Upon request, and when possible, ACAA staff may provide application intake.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to local partner agencies as they occur. Partner agencies have the responsibility to update their own information as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

Distributing Funds and Monitoring Balances

Local partner agencies are responsible for monitoring the ongoing balances of each fund source under contract with ACAA, throughout the course of the contract year. All funds must be distributed to eligible clients by the end of the contract year and over-expenditures must not be allowed. Any over-expenditure incurred by the agency must be repaid to ACAA using funds other than those provided to the agency by ACAA.

Monitoring/Audit Process

Partner agencies are responsible for ensuring that all policies and procedures are being followed. ACAA staff will conduct an audit of application and case files during annual monitoring visits. The following four, general elements are reviewed in every audit.

<u>General Elements of an Audit</u>

1. Accuracy of information
2. Client eligibility, based on the fund source utilized
3. Completeness of the client file (all required documents included)
4. Timeliness and accuracy of the guarantee/payment process

Cooperation

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

Confidentiality

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the release of information form. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be divulged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e. personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. The Contractor shall take reasonable steps to safeguard, secure and maintain the confidentiality of any and all individual information in its possession, and to protect such information from unauthorized access, use or disclosure, utilizing the same degree of care it uses to protect its own confidential information and, in no event, less than a commercially reasonable degree of care. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

In the event that an agency receives a request to produce or disclose documents that contain any confidential information pursuant to a valid public records request, or other applicable law, order, or court ruling, the agency must promptly notify ACAA before honoring the request.

General information, policy statements, or statistical materials that cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties (unless restricted by Arizona statutes, federal regulations, or court orders).

Non-Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits from, or subjected to discrimination under any program or activity receiving federal funds because of: race, color, national origin, disability, religion, or sex, or sexual orientation.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

Appeals Policy

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client must follow the policies of the intake partner agency and will be addressed by ACAA administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related to the administering agency and staff must be addressed to the office where the application was made.

Appendix A: URRD

Purpose of the Program

The Utility Repair, Replacement and Deposit (URRD) fund was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **$3,000.00**.

Types of Assistance

1. Deposits for Utility Services:
   Electric Water
   Gas Home Telephone
2. Repairs to existing heating or cooling systems, water heaters, space heaters and/or home telephones.
3. Replacements of existing utility-related appliances or systems when repair costs exceed replacement costs or when an appliance is found to be inoperable with repairs. Replacement appliances must have an Energy Efficient Star Rating.

Guidelines for Repair/Replacement

Ownership and Inspection:

The applicant must be the owner of the appliance or system to be repaired and/or replaced. The following documents can be used to verify ownership:

1. Purchase receipt provided by the client, or
2. Statement of ownership, signed by the client

A qualified individual of the agency may complete inspection of the needed repair and/or replacement.

Payments:

The client must indicate in writing that repairs or replacements are completed and satisfactory before the vendor receives a reimbursement for services.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

Appliances and Systems:

Eligible Appliances and Systems	**Ineligible Appliances**
Water Heaters	Televisions
Cooking Stoves	Radios
Microwaves	VCRs
Furnaces	Hair Dryers
Air Conditioners	Blenders
Home Telephone (Landlines Only)	Water Softeners
Evaporative Coolers	Cable TV
Refrigerators	Satellite Receivers
Washers/Dryers	

For any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640

Appendix B: HEAF

Types of Assistance

The Home Energy Assistance Fund (HEAF) provides funds, which can be utilized to assist clients with utility costs as a supplement to existing fund sources or when other fund sources are unavailable. In addition, this fund source may be utilized to assist clients in obtaining fuel from alternative sources, including propane, oil, wood, coal, and pellets. It may also be used to provide assistance to clients whose utility costs are included in rental payments.

Alternative Fuel Sources (Propane, Oil, Wood, Coal, and Pellets)

Specific processes for assisting clients with alternative fuel sources will depend on numerous factors including the availability of these fuel sources in the partner agency service area, the types of vendors in operation, and the amount of demand for these fuel sources.

It is important that standard, well-defined processes are established for each partner agency assisting clients with these fuel sources. Agency partners are encouraged to work with ACAA to establish and maintain viable processes. The following guidelines apply to all assistance provided to clients in obtaining these fuel sources, regardless of the individual agency process.

Alternative Fuel Source Guidelines

1. Clients must meet all eligibility criteria guidelines found in the HEAF Program Summary
2. Maximum grant amount of $500 must not be exceeded
3. An invoice or receipt of purchase must be included in the client file

Utility Costs Included in Rental Payments

The following guidelines apply to all assistance provided to clients whose utility costs are included in rental payments.

Guidelines for Utility Costs Included in Rental Payments

1. Clients must meet all eligibility criteria guidelines found in the HEAF Program Summary
2. Maximum grant amount of $500 must not be exceeded
3. A copy of the client's rental agreement or a note from the landlord must be included in the client's file

Appendix C: Countable and Excludable Income

Countable Income

EARNED and/or UNEARNED income will be considered in determining eligibility for services. The gross amount of income prior to deductions will be counted unless otherwise specified.

Earned Income

Earned income is defined as either cash or in-kind income received as compensation for wages, salaries, commissions or profit through employment or self-employment.

<u>Earned income includes but is not limited to:</u>

1. ARIZONA TRAINING PROGRAM (ATP): Salaries to handicapped persons working in a sheltered workshop situation are counted. Verbal or written verification may be obtained from ATP.

2. BABY-SITTING OR CHILDCARE INCOME: Earnings from baby-sitting are counted as self-employment income. Verbal or written verification may be obtained from DES or the person paying for the care.

3. CAN OR BOTTLE SALES OR OTHER USABLE DISREGARDS: Income from these sales is counted as self-employment income. Client should have receipts for such sales. If receipts are not available, a signed and dated client statement would be acceptable.

4. CONTRACT INCOME: Income received by individuals who are employed under a contract that states a specific length of time and a specific income amount to be paid during that time.

5. HOUSEKEEPER OR HOME HEALTH AIDES: Income earned as a housekeeper or home health aide is countable. Verbal or written verification may be obtained from the employer. Income is only counted once, if living in the household and paid by the applicant.

6. IN-KIND EARNED INCOME: Work performed by a client in exchange for room, board, or other needs is earned in-kind income. The employer will establish the monetary value of the service. A collateral contact or a signed and dated statement from the employer, or client can verify in-kind income. The employer may be, but is not limited to:
    a. A landlord who is providing rent or portions of the rent or utilities in exchange for work.
    b. A storeowner who gives goods, such as groceries, clothes or furniture in exchange for work.

c. An individual who receives a car, tools, trailer, building material, gasoline, etc. in exchange for work.

7. JURY PAY: Counted as earned income. Check stubs should be available to verify income.

8. MILITARY INCOME: Wages received while in the military are countable. This includes: base pay (BP), Proficiency pay (PRO), rations (separate/leave), basic allowance for housing (BAQ), basic allowances for subsistence (BAS) and variable housing allowance (VHA) when considered an entitlement. Use the leave and earnings statement, when available, to verify the amount of earned income issued.

9. RENTAL INCOME: Any monies received from rental of property, including boarders, less expenses, are counted as earned income if work is involved.
   a. Work includes, but is not limited to, managing rental property requiring maintenance, collection of rent or accounting functions. There is no time requirement for number of hours worked.
   b. If a person's income from rental of property does not require work, rent is considered unearned income.

10. SELF-EMPLOYMENT INCOME AND EXPENSES: Self-employment includes but is not limited to, businesses such as grocers, craftsmen, taking in boarders, ranching, farming, swap meet sales, odd jobs, baby-sitting, can and bottle collection, janitorial, guide for hunting or fishing or any wholesale or retail sales.

    Clients are not considered self-employed if they work for a business or another person on a commission basis, unless the client reports and pays his/her own withholding taxes for state, federal and FICA.

    Acceptable verification for self-employment is:
    a. IRS Form 1099
    b. Ledger statement
    c. Client statement

    When calculating self-employment income, the client may deduct any business expenses. Gross incomes minus business expenses equals countable income.

11. VOCATIONAL REHABILITATION (VR): Wages from VR sponsored on-the-job training (OJT) are countable.

12. WAGES: Gross earnings from employment, prior to any deductions, garnishments, allowances or adjustments. Special benefits or deductions connected with employment earnings are counted as follows:
    a. Advances, bonuses and commissions must be counted as earned income in the month received.
    b. When tips are shown on the pay-stub and the household claims a lesser amount but has no record of actual tips received, count the amount on the pay-stub.

c. When tips are not shown on the pay-stub, obtain the individuals' written tip record. When not available, obtain a written statement from the household or contact the employer.

13. WORKFORCE INVESTMENT ACT (WIA): Earnings from employment through WIA will be counted for persons age 18 and over.

14. WORK STUDY: Earnings received from the following: Work-study programs, when the funds do not come under Title IV of the Higher Education Act; Veterans Administration work-study program.

Unearned Income (countable)

Unearned income is defined as income, which was not received as a result of the performance of a service, or earned from sources other than employment, self-employment or in-kind income.

<u>Countable unearned income includes but is not limited to:</u>

1. ALIMONY OR SPOUSAL MAINTENANCE: A court-ordered support amount, which a legally divorced or separated person pays to the spouse, must be counted. Verbal or written verification may be obtained from the office of the Clerk of the Court or Division of Child Support Services.

2. ASSISTANCE PAYMENTS: such as General Assistance (GA) or Cash Assistance (CA) from this state, as well as, other states must be counted.

3. BUREAU OF INDIAN AFFAIRS (BIA):
   a. BIA-General Assistance payments are public assistance and treated as any other assistance payments.
   b. Clothing allowances available to the individual, whether in cash or a voucher made out to the individual must be counted.
   c. Tribal Work Experience Program (TWEP) or Tribal Assistance Project Program (TAPP). Exclude any portion of the amount, which is an incentive payment.

4. CHILD SUPPORT: Any payment received directly by the household from an absent parent or paid through the Division of Child Support Services or Clerk of the Court. Only the amount paid to the client is counted (CP) = child support payment. All child support income is considered unearned income.

5. COMMISSIONS: Commissions received from a terminated source of employment are counted as unearned income.

6. CONTRIBUTIONS AND COMPLIMENTARY ASSISTANCE: Cash contributions must be counted as unearned income, if not considered as gifts or child support.

7. INDUSTRIAL COMPENSATION: The amount of the compensation, after attorney's fees are deducted, is unearned income. The Industrial Claim award letter will verify amount being paid but will not verify the attorney's fees.

8. INDIAN GAMBLING INDUSTRY: Per capita disbursements are considered income in the month received. Any amount remaining in a following month will be counted as a resource.

9. INSURANCE: Insurance payments made directly to the insured must be considered income IF the money is not used to replace or repair insured items, such as car, roof repair, or medical bills. Insurance benefits, which are used for or are intended to meet basic daily needs, are counted as unearned income.

10. INTEREST, DIVIDENDS, AND ROYALTIES: Any interest, dividend, or royalty payments, exceeding $50 in the 30 days prior to and including date of application made directly to the individual, are counted as unearned income. Funds left on deposit or converted into additional securities are a resource.

11. LEGAL SETTLEMENTS: Legal settlements, less attorney fees and medical bills paid by the attorney out of the settlement, are unearned income in the month received.

12. MORTGAGES AND SALES CONTRACTS: Payments received from mortgages or sales contracts are counted. Includes payment received from a reverse mortgage.

13. LUMP SUM PAYMENT: Any form of income received in a lump sum payment, including but not limited to:
    a. Inheritance
    b. Winnings from lotteries, bingo, or any other form of gambling
    c. Insurance settlements including amount withheld as a lawyer's fee
    d. Property Tax Credit
    e. Rebates/Credits
    f. Refund Deposit
    g. Severance Pay

14. RENTAL INCOME: If the property owner does not perform any services in order to receive the income, it is unearned income.

15. RETIREMENT INCOME: The payments from retirement funds, pensions, and annuities must be considered unearned income.

16. SOCIAL SECURITY ADMINISTRATION BENEFITS: SSA benefits (sometimes referred to as RSDI-Retirement, Survivors, and Disability Insurance) are granted to eligible wage earners and/or their dependents or survivors and are counted as unearned income.

17. SUPPLEMENTAL SECURITY INCOME (SSI): Monthly cash payments made under the authority of Title XVI of the Social Security Act, as amended, to the aged, blind, and disabled (A

Federally financed public assistance program). The recipient need not have contributed to the Social Security Fund to be eligible for SSI benefits.

18. STRIKE PAY: from unions to striking employees is not wages and must be considered unearned income. If there is no check stub, verification can be obtained by calling the union.

19. UNEMPLOYMENT INSURANCE (UI): Considered unearned income in the month received. The amount of income can be verified by a check stub or contacting the local UI office.

20. VETERANS ADMINISTRATION BENEFITS (VA): Retirement, Survivors, Disability, and Educational Benefits are paid to veterans and their dependents or survivors. Only the amount of the benefit, which is actually received by the person whose income must be included, will be counted.

Excludable Income

Only the income discussed in this section will be excludable:

1. Insurance payments designated to repay a specific bill, debt, or estimate, which cannot be used for other needs, is not countable

2. WIC – Payments or benefits to persons participating in the WIC program (Special Supplemental Food Program for Women, Infants, and Children) must be disregarded

3. Retirement, pension, and annuity interest/dividends are not countable as long as the money cannot be withdrawn without penalty

4. Bureau of Indian Affairs (BIA) work-study program. This includes monies provided for educational and living expenses

5. Work study programs funded under Title IV of the Higher Education Act

6. Any portion of an education grant or scholarship received by a household member

7. Earned income of a child 16 and 17 years of age who is a full time student

8. Earned income of a child under 16 years of age

9. Cash gifts of $50.00 or less per month per household member

10. Non-cash benefits provided on behalf of a household member but not paid directly in the name of the household member, including but not limited to vouchers for food, clothing, or housing

11. Loans that need to be repaid

12. Money that a household member receives and uses for the care and maintenance of a person who is not a household member

13. Payments/vouchers received by the household from the State for the health/well-being of a foster child residing in the household
14. Stipends from senior companion programs – VISTA, Title II, Title V

15. Earned Income Tax Credit

16. Income Tax Refund

17. Reimbursements, e.g.; mileage, gas, lodging and meals

18. Agent Orange Payments

19. AmeriCorps Network Program payments for living allowances, earnings, and in-kind aid. The AmeriCorps Network Program includes but is not limited to:
    a. Arizona Conservation Corp
    b. Arizona Council of Centers for Children and Adolescents (ACCCA)
    c. Border Volunteer Corps (BVC), Mesa AmeriCorps Community Services

20. Partnership Rural Health Office, University of Arizona, Youth in Action, Learn and Serve (NAU) Child Care Food Program payments

21. Disaster or emergency assistance provided by the Federal Disaster Relief Act or comparable assistance provided by States, local governments and disaster assistance organizations

22. Housing and Urban Development (HUD) – Some individuals residing in HUD housing are granted benefits either in the form of credits against their rent or as cash allowances. The cash allowance must be used for the purpose intended, (rental or utility obligation)

23. Education and Employment: (a) Any wages, allowances, or reimbursement for transportation and attendant care cost, unless accepted on a case-by-case basis, when received by an eligible handicapped individual employed in a project under Title VI of the Rehabilitation Act of 1973 as added by Title II of Public Law 95-602 (92 Stat.

24. Payments to members of specific Indian Tribes and Groups:
    a. Settlement fund payments and the availability of such funds to members of the Hopi and Navajo Tribes under section 22 of Public Law 93-531 (88 Stat. 1722) as amended by Public Law 96-305 (94 Stat. 929) (Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.)
    b. Any distributions of judgment funds to members of the San Carlos Apache Indian Tribe of Arizona under section 7 of Public Law 93-134 (87 Stat. 468) and Public Law

97-95 (95 Stat. 1206) (Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.)

25. Adoption Subsidies/Reimbursements

Adoption Subsidy payments are federally, state, or locally funded assistance payments provided to children with special needs. These payments are intended to help a child whose special needs otherwise might hinder their adoption. Adoption Subsidy payments vary depending on the special needs of the child. Adoption subsidy payments are NOT COUNTABLE as income.

26. Other:
    a. Compensation provided to volunteers by the Corporation for National and Community Service (CNCS), unless determined by the CNCS to constitute the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.), or applicable State law, pursuant to 42 U.S.C. 5044(f)(1) (Note: This exclusion does not apply to the income of sponsors of aliens.)
    b. Any assistance to an individual (other than wages or salaries) under the Older Americans Act of 1965 as amended by Section 102 (h)(1) of Pub. L. 95-478 (92 Stat. 1515, 42 U.S.C. 3020a)
    c. Amounts paid as restitution to certain individuals of Japanese ancestry and Aleuts for losses suffered as a result of evacuation, relocation, and internment during World War II, under the Civil Liberties Act of 1988 and the Aleutian and Pribilof Islands Restitution Act, sections 105(f) and 206(d) of Public Law 100-383 (50 U.S.C. App. 1989 b and c)
    d. Payments made under section 6 of the Radiation Exposure Compensation Act, Public Law 101-426 (104 Stat. 925, 42 U.S.C. 2210)
    e. Payments made to individuals because of their status as victims of Nazi persecution excluded pursuant to section 1(a) of the Victims of Nazi Persecution Act of 1994, Public Law 103-286 (108 Stat. 1450)
    f. Any matching funds from a demonstration project authorized by the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (Pub. L. 105-285) and any interest earned on these matching funds in an Individual Development Account, pursuant to section 415 of Pub. L. 105-285 (112 Stat. 2771)
    g. Any earnings, Temporary Assistance for Needy Families matching funds, and interest in an Individual Development Account, pursuant to section 103 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193, 42 U.S.C. 604(h)(4))
    h. Payments made to individuals who were captured and interned by the Democratic Republic of Vietnam as a result of participation in certain military operations, pursuant to section 606 of the Departments of Labor, Health and Human Services and Education and Related Agencies Appropriations Act of 1996 (Pub. L. 105-78)
    i. Payments made to certain Vietnam veterans' children with spinal bifida, pursuant to section 421 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997 (Pub. L. 104-204, 38 U.S.C. 1805(a))

j. Payments made to certain Vietnam veterans' children with spinal bifida, pursuant to section 421 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997 (Pub. L. 104-204, 38 U.S.C. 1805(a))

Appendix D: Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) Status

Definition of U.S. Citizenship

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions. U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands-on or after November 4, 1986
- Panama Canal Zone –on or after February 26, 1904
- Puerto Rico - on or after July 1st, 2010 (Senate Bill 1182, Law #191 of 2009)
- Swain Islands
- U.S. Virgin Islands - on or after January 17, 1917

Verification of U.S. Citizenship

TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-8 of the Social Security Act. Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoption subsidies.

Note: The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

Approved Documentation

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D below:

A. Primary – Verification Documents

1. A birth certificate showing birth in the U.S., its territories or possessions.

2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).

3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.

4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).

5. Certificate of Naturalization (N-550 or N-570).

6. Certificate of U.S. Citizenship (N-560 or N-561).

7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.

8. U.S. Consular officer's statement.

9. A United States Citizen Identification Card (I-197).

10. Northern Mariana Identification Card (I-873).

11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.

12. American Indian Card (I-872) issued by USCIS with the classification code KIC. The benefit granting Service Provider shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting Service Provider should contact the Indian tribe for verification of membership.

B. Secondary – Verification Documents

1. An identification card for use of Resident Citizen (I-179).

2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its Territories or Possessions.

3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S. Territories or Possessions.

4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976.

5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.

6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption Service Provider containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. Primary or Secondary Documents Are Not Available

When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent

2. Medical records created at least five years before applying for services that list a U.S. place of birth (For children under age 16 the documents must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).)

3. American Indian Census Records

4. Verification from the U.S. Citizenship and Immigration Services (USCIS). (The documentation **CANNOT** be expired.)

5. Verification from the Social Security Administration, e.g. award letter

6. Verification sent directly to the agency from a local, state or federal bureau of vital records office

7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions

8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship

9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System

10. Military papers - When verifying military service criteria, the following apply:

    a. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
    b. Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active))
    c. A spouse or unwed dependent child of a veteran or active duty non-citizen must provide a document to verify relationship along with military verification requirements
    d. A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements

11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922

12. Life, health or other insurance record, created at least five years before the application date (Record must indicate a place of birth in the United States)

13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant

14. Tribal census records for the Navajo or Seneca tribes (The records must be created at least five years before the application and list a U.S. place of birth.)

15. An official notification of birth registration from a U.S. State's Department of Vital Statistics

16. An amended U.S. public birth record that is amended more than five years from the applicant's birth

17. A statement signed by the physician or midwife who was in attendance at the time of birth

18. The roll of Alaska Natives from the Bureau of Indian Affairs

19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance Programs (The award letter

must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.)

D. Primary or Secondary Documents Not Obtainable

When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances

2. Be signed by a U.S. Citizen that is not a member of the household

3. Be approved by the Case Manager Supervisor

4. Document the reason for using the affidavit form

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

Verification of Qualified Non-Citizens

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth below:

A. Lawful Permanent Resident (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

1. They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more

2. They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR

3. They have a military connection

4. They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-551- Resident Alien Card (Eligible for Benefits)

2. I-151- Alien Registration Receipt Card (Eligible for Benefits)

3. I-194- or unexpired passport with the words: Processed for I-551

<u>Temporary Evidence of Lawful Permanent Residence – Valid Until (Date)</u>
<u>With the following Stamp/Annotations of Law</u>

1. Adjustment Admission Stamp - Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a PRUCOL determination)

2. Non-Specific Admission Stamp -Eligible when the form is noted with an I- 551 eligible status code

3. Parole Admission Stamp - Eligible when the period of parole is for at least one year as verified on the stamp

4. Replacement Admission Stamp - Eligible when the stamp displays an I-551 eligible Status Code

5. Temporary I-551 Admission Stamp - Eligible when the key phrase reads one of the following:

    a. "Admission for Permanent Residence at: "D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8,

    b. Asylee
        i. An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.
        ii. These applicants normally have one of the following USCIS documents. (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):
            1. I-94 with one of the following:
                a. A stamp showing grant of asylum under Section 208 of the INA to include:
                i. AS1 - Eligible for benefits
                ii. AS2 - Eligible for benefits
                iii. AS3V92 - Eligible for benefits

    Note: The eligibility period begins from the month the Asylee status is granted, NOT the month of U.S. entry.

B. Refugee or Amerasian

A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94- endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 – 7; P2 -6, -7, -71; RE-8; Z2; (Eligible for Benefits).

C. Victim of Human Trafficking

A victim of human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

1. I-94- with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5)

D. Non-Citizen Legal Resident Paroled Into The U.S.

A Non-Citizen paroled into the U.S. is lawfully present in the U.S. as a result of a grant of parole by the Attorney General, pursuant to Section 212(d) (5) of the INA. This Non-Citizen is potentially eligible for services when the period of the parole is for at least one year.

These applicants normally have one of the following USCIS documents:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front.

The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form (Eligible for Benefits).

E. Non-Citizen Legal Resident Whose Deportation Is Withheld

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen Legal Resident for whom the Attorney General has withheld deportation from the U.S. pursuant to Section 243(h) or 241 (b)(3) of the INA. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents:

(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

1. I-94 -with an order from an immigration Judge showing one of the following:
   a. Deportation withheld under 243(h) of the INA (Eligible for Benefits)
   b. Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

F. Cuban or Haitian Entrant

Cuban or Haitian entrants are admitted to the U.S. by USCIS as a Cuban or Haitian entrant pursuant to Section 501 (e) of the Refugee Education Assistance Act of 1980 (PL 104-93). Cuban or Haitian entrants are potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have the following USCIS document:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

G. Conditional Entrant

A conditional entrant was granted conditional entry into the U.S. before April 1, 1980, pursuant to Section 203 (a) (7) of the INA. Conditional entrants are potentially eligible for benefits regardless of any later change in their status.

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 – with the words: ADMITTED AS A REFUGEE – CONDITIONAL ENTRY under Section 203(a) (7) of the INA. (Eligible for Benefits)

H. Abused or Battered Non-Citizen

Documented Non-Citizens may become qualified Non-Citizens when they have suffered abuse from a parent or a spouse.

The Service Provider staff must inform the Abused or Battered applicant of the following:

1. Applicant must contact the USCIS to obtain a Petition for Abused Aliens

2. The abuse must have occurred in the U.S. and the abusive person must be a U.S. Citizen or Lawful Permanent Resident

3. They must currently reside in the U.S.

4. They must provide any and all documentation verifying continuous residency in the U.S. for the prior five years

Note: All periods of time that are not accounted for must be addressed by an applicant statement.

In order for the Non-Citizen to be eligible under this category, they must meet ALL of the following:

1. Possess appropriate USCIS status

2. Be battered or subject to extreme cruelty

3. Have a substantial connection between battery and the need for benefits

4. No longer residing with the batterer

I. Indefinite Detainee

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Subsequently, Indefinite Detainee status is met when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

J. Military Connection

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

1. They are a qualified Non-Citizen

2. They meet one of the following military service criteria:
    a. An honorably discharged veteran or person on active duty
    b. On active duty in the Armed Forces of the U.S.
    c. A spouse of a veteran or person on active duty who meets one of the following:
        i. Is legally married to the veteran or person on active duty
        ii. Is legally separated from the veteran or person on active duty
        iii. Is a widowed spouse of the veteran or person on active duty and has not remarried

Note: The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident.
When verifying military service criteria, the following apply:

1. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers

2. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used

3. Only full-time Air Force, Army, Navy, Marine or Coast Guard is eligible

4. Any Reserve or National Guard duty is excluded

A spouse or single dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements.

Non-Citizen Alien Identification Cards

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. Documents cannot be EXPIRED.

Alien Identification Cards

The eligible ID cards listed in this section are as follows:

1. I-94 Arrival/Departure Record
    a. POTENTIALLY ELIGIBLE depending on the following:
        i. I-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number

2. I-94 Parole Edition
    a. POTENTIALLY ELIGIBLE depending on the following:
        i. I-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

3. I-151 Alien Registration Card
    a. POTENTIALLY ELIGIBLE – The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist.
        i. Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

4. I-551 Permanent Resident Card

5. Visa Stamps in Foreign Passports – Eligible when all of the following occur:
    a. The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".

b. Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

Note: Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

Note: Qualified Non-Citizen Legal Residents may have documents described as eligible. Case managers must examine documents to establish their expiration date and cannot accept expired documents.

Affidavit That Document(s) Is/Are True

An eligible applicant must execute a sworn affidavit stating that the documentation provided as listed on this document during the verification process is true.

1. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.

2. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation.

3. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also:
   a. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

Determining Non-citizen Status

To determine non-citizen status, complete the following:

1. Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.

2. When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

3. A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

4. Voluntarily self-declare that they are residing in the U.S. illegally or

5. Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

6. When either of these occurs, follow your Service Provider's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

Non-Qualified Non-Citizens

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. I-94 (Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.)

2. I-184 (Crewman Landing Permit)

3. I-185 (Nonresident Alien Canadian Border Crossing Card)

4. I-186 (Nonresident Mexican Border Crossing Card)

5. I-444 (-Mexican Border Visitor Permit)

6. I-586 (Nonresident Alien Border Crossing Card)

7. I-688A (Employment Authorization)

8. I-688 (Temporary Resident [This is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.])

9. I-688B (Employment Authorization [This is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.])

10. I-689 (Fee Receipt-Non-citizens [With this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])

11. I-766 (Employment Authorization)

12. DSP150 (Border Crossing Card [This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])

13. Student Visa (This card was introduced in 1998)

Ineligible Alien ID Cards

When an applicant provides one of the following alien ID cards they are INELIGIBLE for services and the applicant must provide another eligible document. All these forms expired before January 24, 1990.

1. Any alien ID cards that are expired.
2. I-181a Memorandum of creation of record of lawful permanent residence
3. I-184 Alien crewman landing permit and identification card
4. I-185 Non-resident alien Canadian border crossing card
5. I-186 Non-resident alien Mexican border crossing card
6. I-444- Mexican border visitor permit
7. I-586 Non-resident alien border crossing card
8. I-688 Employment authorization
9. I-688A Employment authorization document
10. I-688B Employment authorization document
11. I-689 Fee receipt
12. I-766 Employment authorization document
13. Non-resident border crossing card

ATTACHMENT 1:

PAYMENT GUARANTEE PROCESS

PAYMENT GUARANTEE PROCESS
--ALL UTILITIES--

APS:	Online through the APS EAG system. Call the APS Caps Team (602) 371-6774 for questions and assistance.
SRP:	Email: SRPEAG@srpnet.com Phone: (602) 236-3003 Fax: (602) 236-3003
SWG:	Email: SCA-SWGAgencies@swgas.com Phone: (877) 967-9427 Fax: (866) 997-9427
GLOBAL WATER:	Fax: (520) 568-6367
TEP:	Email: AgencyDesk@tep.com Phone: 1-520-917-8418 Fax: 1-520-571-4026
UNISOURCE (Warm Spirit):	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163
REQUIRED INFO:	Guarantees should include the following information: 1. Account number 2. Customer name on account 3. Customer address 4. Date of guarantee and guarantee amount 5. Fund source (if possible) 6. Name of case worker requesting the guarantee 7. Name of organization requesting the guarantee

ATTACHMENT 2:

PROGRAM SUMMARIES

ACAA UTILITY ASSISTANCE
PROGRAM SUMMARY OVERVIEW

INFORMATION APPLIES TO: ***All fund sources*** subcontracted to human service agencies through The Arizona Community Action Association (ACAA).

INCOME VERIFICATION: All sources of household income received during the past 30 days, including the date of application must be accounted for and verified.

SERVICE PERIOD: A household may be assisted only once in a 12-month period for each fund source, unless otherwise specified.

SUBSTITUTE SSN (if necessary): Zip code + Birthday (for example: if zip code is 85203 and b-day is May 1, 1980 then the substitute SSN will be 852-03-0501)

ACCEPTABLE CRISIS REASONS (if required):

1. Loss or reduction of income or public assistance benefits or a delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expense that caused a lack of resources.
3. A condition that endangers the health and safety of the household.

CLIENT FILES MUST CONTAIN:

1. Intake sheet with client info and name of caseworker
2. Verification document for ID of client
3. Citizenship verification (for HEAF and URRD only)
4. Utility bill (or receipts for purchases of fuel)
5. Income verification
6. Crisis documentation (if required by fund source)
7. Client affidavit form (if utilized)
8. Statement of truth/release of info, signed by the client
9. Copy of payment guarantee request

PAYMENT GUARANTEE INFO: Guarantees should include the following information:

1. Account number
2. Customer name on account
3. Customer address
4. Date of guarantee and guarantee amount
5. Fund source (if possible)
6. Name of case worker requesting the guarantee
7. Name of organization requesting the guarantee

ARIZONA PUBLIC SERVICE (APS)
CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges, including reconnection fees or establishment charges, incurred only at the client's current address. No credits can be given. Cannot pay deposits. Payments can be given to clients who are already enrolled in the Equalizer Program, even if a credit balance is already showing on the account. The payment amount should cover the current and upcoming month's charges, as well as any outstanding debt due to missed payments. Payments for clients enrolled in the Prepay Program should be enough to cover outstanding debt and the next 30 days of energy usage, based on historical payments made by the client, taking into account upcoming weather conditions.
MAXIMUM GRANT AMOUNT:	$400.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines. Client must be the customer of record at the current address on the APS account. Disconnected accounts are eligible for assistance, but charges incurred at former residences are not eligible.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Online through the APS EAG system. Call the APS Caps Team (602) 371-6774 for questions and assistance.

SALT RIVER PROJECT (SRP)
BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges, reconnection fees, establishment charges, deposits and balances from a previous SRP address. Credits can be given to clients under circumstances where the case manager determines that the funds are necessary for the financial stability of the client. Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process. Payments can be given to clients who are already enrolled in the Budget Billing program, even if a credit balance is already showing on the account. The payment amount should cover the current and upcoming month's charges, as well as any outstanding debt due to missed payments. Payments for clients enrolled in the M-Power Program should be enough to cover outstanding debt and the next 30 days of energy usage, based on historical payments made by the client, taking into account upcoming weather conditions.
MAXIMUM GRANT AMOUNT:	$600.00
ELIGIBILITY CRITERIA:	Household income must be at or below 60% of the current, State Median Income (SMI) guidelines for Arizona. Unless the household has 7 or more members, then switch to 150% of the Federal Poverty Level (FPL) guidelines. The client must be a household member, but does not have to be the customer of record.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	A hardship reason must be noted on the application or somewhere in the case file. No additional documentation of hardship is required.
PAYMENT GUARANTEE:	Email: SRPEAG@srpnet.com Phone: (602) 236-3003 FAX: (602) 914-8732

SOUTHWEST GAS LOW INCOME ENERGY CONSERVATON BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges, including deposits (up to 25% of the agency's allocated funds can be used to assist clients with deposits). A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client. This may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall that they might have trouble paying. By crediting them in the spring/summer months, this can allow them to avoid such fees. Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.
MAXIMUM GRANT AMOUNT:	$400.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines. Client must have the Southwest Gas account in their name or apply for assistance by named proxy.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	Not required.
PAYMENT GUARANTEE:	Email: SCA-SWGAgencies@swgas.com Phone: (877) 967-9427 Fax: (866) 997-9427

SOUTHWEST GAS ENERGY SHARE – BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges, including deposits, late charges, reestablishment fees, and other related costs or fees. A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client. This may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall that they might have trouble paying. Providing a credit in the spring/summer months can allow them to avoid such fees. Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.
MAXIMUM GRANT AMOUNT:	$400.00
ELIGIBILITY CRITERIA:	Clients must have household income at or below 200% of the federal poverty guidelines, OR a verified financial crisis or unexpected financial difficulty. Clients are eligible to receive assistance at different points in time within the same 12-month period, provided that the total assistance does not exceed the maximum grant amount ($400). Client must be the customer of record or a household member.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	Not required for clients whose household income is at or below 200% of the federal poverty guidelines. Clients whose household income is above 200% of the federal poverty guidelines may be assisted if they are experiencing a verified financial crisis. This crisis must be documented on the application.
PAYMENT GUARANTEE:	Email: SCA-SWGAgencies@swgas.com Phone: (877) 967-9427 Fax: (866) 997-9427

SOUTHWEST GAS ENERGY SHARE – REPAIR/REPLACEMENT PROGRAM SUMMARY

CAN PAY:	Costs associated with repairing natural gas equipment (or replacement costs in cases where repair is impossible or repair costs would exceed replacement costs). Costs associated with gas line repair or relocation in conjunction with the Southwest Gas Customer-Owned Yard Line (COYL) Program.
MAXIMUM GRANT AMOUNT:	$2,000.00
ELIGIBILITY CRITERIA:	Clients must have household income at or below 200% of the federal poverty guidelines, OR a condition that endangers the health and safety of the household. Clients may be assisted more than once in a 12-month period as long as the cumulative total assistance during the 12-month period does not exceed the maximum grant amount (funds can only be used once in conjunction with the COYL program). Client must be the customer of record or a household member. *For appliance repair/replacement:* Proof of ownership of the appliance. *For gas line repair/replacement in conjunction with COYL program:* Proof of client participation in COYL program (completed Southwest Gas Meter Relocation Agreement, signed by client and Southwest Gas representative).
CITIZENSHIP REQUIREMENT:	None
CRISIS:	Not required for clients whose household income is at or below 200% of the federal poverty guidelines. Clients whose household income is above 200% of the federal poverty guidelines may be assisted if they are experiencing a condition that endangers the health and safety of household members. This condition must be documented on the application.
ADDITIONAL DOCUMENTS:	*For appliance repair/replacement:* (1) Invoice for total costs from pre-approved contractor; (2) Client statement indicating that repairs/replacements have been completed. *For gas line repair/replacement in conjunction with COYL program:* Completed Meter Relocation Agreement, signed by client and Southwest Gas representative.

Instructions for Assisting Clients in the Southwest Gas Customer-Owned Yard Line (COYL) Program Using Southwest Gas Energy Share – Repair/Replacement Funds

The COYL program is operated by Southwest Gas and is a service provided to certain Southwest Gas customers who elect to allow their gas meters to be relocated at the expense of Southwest Gas.

Southwest Gas Customers who are participating in the COYL program may be eligible for additional assistance with Southwest Gas Energy Share – Repair/Replacement funds under the following circumstances:

1. A gas leak at the customer's residence was discovered during the meter relocation process AND/OR
2. The meter cannot be relocated to the original residence entry point and requires additional plumbing to complete the installation.

In these cases, the client would incur additional costs, not covered by the COYL program. These clients can be assisted with Southwest Gas Energy Share – Repair/Replacement funds if otherwise eligible. In order to assist these clients, their participation in the COYL program must be verified using a copy of their completed Meter Relocation Agreement, signed by both the client and a Southwest Gas representative.

HOME ENERGY ASSISTANCE FUND (HEAF)
PROGRAM SUMMARY

CAN PAY:	Utility bills, including current and past-due charges, deposits, late fees, service establishment and reconnection fees. Credits may not be issued to clients, except for those already enrolled in utility prepay programs. Heating fuel costs including propane, oil, wood, coal and pellets. Utility costs included in a client's rental agreement and collected along with rental payments are eligible for assistance.
MAXIMUM GRANT AMOUNT:	$500.00 Total grant amount for clients enrolled in a utility prepay program should be based on historical payments made by the client, taking into account seasonal weather conditions.
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines.
CRISIS:	An acceptable crisis reason must be documented on the application.
CITIZENSHIP REQUIREMENT:	Primary applicant must be U.S. citizen or legal resident
ADDITIONAL DOCUMENTS:	Citizenship/Legal Resident status verification for primary applicant Invoice or receipt of purchase for fuel costs (propane, wood, pellets, etc.) Copy of the rental agreement or a note from the landlord for utility costs included in rent
PAYMENT GUARANTEE:	See Payment Guarantee Process Summary

UTILITY REPAIR REPLACEMENT AND DEPOSIT (URRD) PROGRAM SUMMARY

CAN PAY:	***Deposits*** for utility services (electric, gas, water, telephone) ***Repairs*** to existing utility related appliances or systems ***Replacement*** of existing utility related appliances only in cases where repair costs would exceed replacement costs.
MAXIMUM GRANT AMOUNT:	$3,000.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines. *For appliance repair/replacement:* The applicant must be the owner of the appliance or system to be repaired and/or replaced.
CRISIS:	An acceptable crisis reason must be documented on the application.
CITIZENSHIP REQUIREMENT:	Primary applicant must be a U.S. citizen or legal resident.
ADDITIONAL DOCUMENTS:	Citizenship/Legal Resident status verification for primary applicant *For appliance repair/replacement:* (1) Proof of ownership of appliance or system (receipt or client statement is acceptable); (2) Invoice for total costs from pre-approved contractor; (3) Client statement indicating that repairs/replacements have been completed.
PAYMENT GUARANTEE:	See Payment Guarantee Process Summary

TUCSON ELECTRIC POWER (TEP) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges. Can pay deposits, reconnect fees and establishment charges. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	$400.00
ELIGIBILITY CRITERIA:	Household income must be at or below 150% of the federal poverty guidelines. The client must be the customer of record
CITIZENSHIP REQUIREMENT:	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Email: AgencyDesk@tep.com Phone: 1-520-917-8418 Fax: 1-520-571-4026

WARM SPIRIT FUND PROGRAM SUMMARY
(Funds Provided by UniSource Energy)

CAN PAY:	Utility bills, including current and past due charges, deposits, late fees, service establishment and reconnection fees. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	$500.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163

UNISOURCE ELECTRIC BILL ASSISTANCE
PROGRAM SUMMARY

CAN PAY:	Current and past due charges. Can pay deposits, reconnect fees and establishment charges. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	$400.00
ELIGIBILITY CRITERIA:	Household income must be at or below 150% of the federal poverty guidelines. The client must be the customer of record
CITIZENSHIP REQUIREMENT:	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163

GLOBAL WATER LOW INCOME RELIEF TARIFF
PROGRAM SUMMARY

WATER COMPANIES:	Santa Cruz Water Company (Water – Maricopa) Palo Verde Utilities Company (Sewer – Maricopa) Water Utility of Greater Tonopah Water Utility of Northern Scottsdale Willow Valley Water Company
CAN PAY:	Current and past due charges, deposits, late fees, reconnection fees, service fees, returned payment fees, after hours service fees (where applicable).
MAXIMUM GRANT AMOUNT:	$250.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines. Clients must not have a history of meter tampering or cutting locks.
CITIZENSHIP REQUIREMENT:	None.
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Fax: (520) 568-6367

Exhibit B

Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines (FPG) - Income thresholds for the last 30 days by percent of FPG
FY2018 (July 1, 2017 - June 30, 2018)

	Household Size										
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
100%	$1,005	$1,353	$1,702	$2,050	$2,398	$2,747	$3,095	$3,443	$3,791	$4,139	$348
150%	$1,508	$2,030	$2,553	$3,075	$3,597	$4,121	$4,643	$5,165	$5,687	$6,209	$522
200%	$2,010	$2,706	$3,404	$4,100	$4,796	$5,494	$6,190	$6,886	$7,582	$8,278	$696

updated 5/09/2017

Exhibit D

URRD HVAC Waiver Pilot Program Summary

Overview of the Program:

Participants in this pilot program are able to use URRD funds in excess of the normal $3,000.00 limit for a single household, in order to repair or replace an existing HVAC unit in emergency situations. Under this program the limit for these jobs will be **$6,000.00**.

Guidelines:

- Up to 20% of a participating agency's URRD allocation for the fiscal year may be utilized in this pilot program. An alternate percentage may be negotiated with ACAA, if required.
- Waivers must be reserved for heating and cooling emergencies and must not preclude or supplant the weatherization process for clients who qualify for weatherization services.
- The minimum energy efficiency rating for replacement units is 14 SEER.
- Participating agencies agree to provide an analysis of eligible clients left unserved at the end of the pilot program.
- All other existing guidelines of the URRD fund source remain the same.

Procedure:

1. Before any work is performed, an URRD HVAC Waiver application (see below) must be submitted by email to the Energy Program Manager at ACAA.
2. Approval or denial of the application will be remitted via return email.
3. Client data for each job performed in this program must be entered into GMS directly or by monthly batch, in the same manner as other URRD jobs.
4. All funds included in these waiver applications will count toward the agreed-upon funding limit for the pilot program, as defined in the contract.
5. When the pilot program ends, each participating agency will be required to provide an estimate of the number of clients that were left unserved.

URRD HVAC Waiver Application

Date:	
Agency Name:	
Client Name:	
Client Address:	
Brief Description of Planned Repair/Replacement:	
Brief Description of Why This Waiver is Necessary:	
Estimated Cost:	
Name of Agency Representative:	

ACAA Energy Program Manager Approval:	

ARF-4458 **Consent Agenda Item 5. F.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Samantha Jerome, Nutrition Manager		
Submitted By:	Samantha Jerome, Nutrition Manager		
Department:	Health & Emergency Management	Division:	Health Services
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	10-01-17 through 09-30-18	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 4 to an Intergovernmental Agreement (IGA) (Contract No. ADHS14-053062) with the Arizona Department of Health Services (ADHS) to extend funding for nutrition services an additional year from October 1, 2017, to September 30, 2018.

Background Information

On October 1, 2013, the Board of Supervisors approved an IGA (Contract No. ADHS14-053062) with ADHS. This agreement replaced a previous IGA that was in place for many years between Gila County and ADHS whereby ADHS provided the Gila County Health Department funding for its various nutrition programs that include the Women, Infant and Child (WIC) Program, Breastfeeding Peer Counseling (BFPC) Program, and Farmers Market Nutrition Program (FMNP).

On October 28, 2014, Amendment No. 1 was approved by the Board of Supervisors to extend the nutrition services from October 1, 2014, to September 30, 2015.

On November 17, 2015, Amendment No. 2 was approved by the Board of Supervisors to extend the nutrition services from October 1, 2015, to September 30, 2016.

On September 6, 2016, Amendment No. 3 was approved by the Board of Supervisors to extend the nutrition services from October 1, 2016, to September 30, 2017.

Amendment No. 4 will extend the nutrition services from October 1, 2017, to September 30, 2018.

Evaluation

In this extended agreement, ADHS will continue to provide the following funding amounts to the Gila County Health Department: 1) Women Infant and Children Program (WIC) - $277,125, 2) Breast Feeding Peer Counseling Services (BFPC) - $40,500, and, 3) Farmer's Market Nutrition Program (FMNP) - at $1.25 per WIC participant on an as-needed basis. This funding will allow the Gila County Health Department to continue providing nutrition services to qualified families.

Conclusion

This funding will allow the Gila County Health Department to continue providing nutrition services to qualified families.

Recommendation

It is the recommendation of the Health and Emergency Management Division Director that the Board of Supervisors approve Amendment No. 4 to Contract No. ADHS14-053062 with ADHS in the total amount of $317,625 annually to extend nutrition services in Gila County from October 1, 2017, through September 30, 2018.

Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Health and Emergency Management Division and the Arizona Department of Health Services to extend the term of the agreement for the period of October 1, 2017, through September 30, 2018, for the continued provision of various nutritional services programs provided by Gila County.

Attachments

Amendment No. 4 ADHS14-053062

Amendment No. 3 ADHS14-053062

Amendment No. 2 ADHS14-053062

Amendment No. 1 ADHS14-053062

IGA Contract No. ADHS14-053062

Approved as to Form

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 N. 18th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053062 / **AMENDMENT No.: 4**	PROCUREMENT OFFICER **Manuel Gonzales Jr.**

WIC, BFPC AND FMNP SERVICES

Effective October 1, 2017, it is mutually agreed that the Contract referenced is amended as follows:

1. The **WIC Price Sheet** in Amendment Three (3) is hereby replaced with the revised **WIC Price Sheet** of this Amendment Four (4). There was a reallocation between the line items but the budget total remains the same. The total budget amount for the **WIC Price Sheet is still $277,125.00.**

2. The **BFPC Price Sheet** in Amendment Three (3) is hereby replaced with the revised **BFPC Price Sheet** of this Amendment Four (4). There was a reallocation between the line items but the budget total remains the same. The total budget amount for the **BFPC Price Sheet is still $40,500.00.**

3. In ProcureAZ the "Items" Tab of the Master Blanket Purchase Order will be revised to reflect the pricing upon execution of this Amendment Four (4).

CONTINUED ON NEXT PAGE

GILA COUNTY HEALTH SERVICES **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
5515 S. APACHE AVENUE, SUITE 100 **Address**	Tommie C. Martin **Printed Name**
GLOBE / **ARIZONA** / **85501** **City** / **State** / **Zip**	Chairman, Board of Supervisor **Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature** / **Date** Jefferson R. Dalton Deputy Gila County Attorney, Civil Bureau Chief **Printed Name**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____ 20___** **Procurement Officer**
Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature / Date Assistant Attorney General Printed Name:	

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053062	AMENDMENT No.: 4	PROCUREMENT OFFICER **Manuel Gonzales Jr.**

REVISED PRICE SHEET

Agency Name: Gila County Health Services
Agency DUNS number: 074462102
Federal Award Identification Number (FAIN): 187AZAZ7W1003
Federal Award Date: October 1, 2017
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

OCTOBER 1, 2017 TO SEPTEMBER 30, 2018

WOMEN, INFANTS, AND CHILDREN (WIC)	
LINE ITEM BUDGET	**AMOUNT**
PERSONNEL COSTS/SALARY EXPENSES	**$125,851.00**
EMPLOYEE RELATED EXPENSES	**$56,656.00**
PROFESSIONAL & OUTSIDE Services	**$1.00**
TRAVEL EXPENSES	**$7,988.00**
OCCUPANCY EXPENSES	**$1.00**
OTHER OPERATING EXPENSES	**$8,194.00**
CAPITAL OUTLAY EXPENSES	**$1.00**
INDIRECT COST EXPENSES (IF AUTHORIZED)	**$15,883.00**
RD SUPPLEMENT	**$62,550.00**
	TOTAL $277,125.00

Federal Award Identification Number (FAIN): 177AZAZ1W5003
Federal Award Date: October 1, 2017
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

OCTOBER 1, 2017 TO SEPTEMBER 30, 2018

BREASTFEEDING PEER COUNSELING SERVICES (BFPC)	
LINE ITEM BUDGET	**AMOUNT**
PERSONNEL COSTS/SALARY EXPENSES	**$29,025.00**
EMPLOYEE RELATED EXPENSES	**$3,348.00**
PROFESSIONAL & OUTSIDE EXPENSES	**$1.00**
TRAVEL EXPENSES	**$1,647.00**
OCCUPANCY EXPENSES	**$1.00**
OTHER OPERATING EXPENSES	**$2,795.00**
CAPITAL OUTLAY EXPENSES	**$1.00**
INDIRECT COST EXPENSES (IF AUTHORIZED)	**$3,682.00**
	TOTAL $40,500.00

MARCH 1, 2018 TO SEPTEMBER 30, 2018

FARMER'S MARKET NUTRITION PROGRAM (FMNP)			
TYPE OF SERVICE	**UNIT RATE**	**UNIT OF MEASURE**	**ESTIMATED NUMBER OF PARTICIPANTS**
WIC FMNP CHECK ISSUANCE	**$1.25**	WIC Participant	AS NEEDED

ADDITIONAL TERMS AND CONDITIONS:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high-risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

ADDITIONAL WIC PROGRAM:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2018 is: 1,250

ADDITIONAL BREASTFEEDING PEER COUNSELING PROGRAM:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

FARMER'S MARKET NUTRITION PROGRAM:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053062 — **AMENDMENT No.: 3**	PROCUREMENT OFFICER **Jacqueline S. Ortega-Avila**

WIC, BFPC AND FMNP SERVICES

Effective October 1, 2016, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Twenty (20), **THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT** https://www.fsrs.gov/ is hereby added to read as follows:

   20. ***If applicable,*** the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding $30,000.00 during the term of the Award.

CONTINUED ON NEXT PAGE

GILA COUNTY HEALTH SERVICES
Contractor Name

5515 S. APACHE AVENUE, SUITE 100
Address

GLOBE	**ARIZONA**	**85501**
City	**State**	**Zip**

CONTRACTOR SIGNATURE

Contractor Authorized Signature

Michael A. Pastor
Printed Name

Chairman, Board of Supervisors
Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

9-6-16
Signature **Date**

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 13th **day of** October **20**16

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

10-17-16
Signature **Date**
Assistant Attorney General

Printed Name: JO-ANN HANDY

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

2. The **WIC Price Sheet** in Amendment Two (2) is hereby replaced with the revised **WIC Price Sheet** of this Amendment Three (3). There was a reallocation between the line items but the budget total remains the same. The total budget amount for the **WIC Price Sheet is still $277,125.00.**

3. The **BFPC Price Sheet** in Amendment Two (2) is hereby replaced with the revised **BFPC Price Sheet** of this Amendment Three (3). There was a reallocation between the line items but the budget total remains the same. The total budget amount for the **BFPC Price Sheet is still $40,500.00.**

4. In ProcureAZ the "Items" Tab of the Master Blanket Purchase Order will be revised to reflect the pricing upon execution of this Amendment Three (3).

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053062	AMENDMENT No.: 3	PROCUREMENT OFFICER Jacqueline S. Ortega-Avila

REVISED PRICE SHEET

OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

WOMEN, INFANTS, AND CHILDREN (WIC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	$125,541.00
EMPLOYEE RELATED EXPENSES	$56,156.00
PROFESSIONAL & OUTSIDE EXPENSES	$1.00
TRAVEL EXPENSES	$9,795.00
OCCUPANCY EXPENSES	$1.00
OTHER OPERATING EXPENSES	$8,019.00
CAPITAL OUTLAY EXPENSES	$1.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	$15,686.00
RD SUPPLEMENT	$61,925.00
	TOTAL $277,125.00

OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

BREASTFEEDING PEER COUNSELING SERVICES (BFPC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	$24,913.00
EMPLOYEE RELATED EXPENSES	$6,551.00
PROFESSIONAL & OUTSIDE EXPENSES	$1.00
TRAVEL EXPENSES	$1,676.00
OCCUPANCY EXPENSES	$1.00
OTHER OPERATING EXPENSES	$3,675.00
CAPITAL OUTLAY EXPENSES	$1.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	$3,682.00
	TOTAL $40,500.00

MARCH 1, 2017 TO SEPTEMBER 30, 2017

FARMER'S MARKET NUTRITION PROGRAM (FMNP)			
TYPE OF SERVICE	UNIT RATE	UNIT OF MEASURE	ESTIMATED NUMBER OF PARTICIPANTS
WIC FMNP CHECK ISSUANCE	$1.25	WIC Participant	AS NEEDED

ADDITIONAL TERMS AND CONDITIONS:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high-risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

ADDITIONAL WIC PROGRAM:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2017 is: 1,250

ADDITIONAL BREASTFEEDING PEER COUNSELING PROGRAM:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

FARMER'S MARKET NUTRITION PROGRAM:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: ADHS14-053062	Amendment No.: 2	Procurement Officer: Jacqueline Ortega-Avila

WIC, BFPC and FMNP SERVICES

Effective October 1, 2015, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. The **WIC Price Sheet** in Amendment One (1) is hereby amended with the revised WIC Price Sheet of this Amendment Two (2). The total of the revised WIC Price Sheet budget amount is **$277,125.00** with the following changes:
   - **1.1.** Personnel Costs Salary **increased by $8,261.00** due to an increase in salary in personnel expenses.
   - **1.2.** Employee Related Expenses **increased by $912.00** due to an increase in salary in personnel expenses.
   - **1.3.** Professional and Outside Services will **remain the same dollar amount of a $1.00.**
   - **1.4.** Travel Expenses **decreased by $4,442.00** due to an increase in salary in personnel expenses.
   - **1.5.** Occupancy Expenses will **remain the same dollar amount of a $1.00.**
   - **1.6.** Other Operating Expenses **decreased by $4,731.00** due to an increase in salary in personnel expenses.
   - **1.7.** Capital Outlay Expenses will **remain the same dollar amount of a $1.00.**
   - **1.8.** Indirect will **remain the same dollar amount of $15,686.00.**
   - **1.9.** Registered Dietitian will **remain the same dollar amount of $62,550.00.**

CONTINUED ON NEXT PAGE

GILA COUNTY HEALTH SERVICES Contractor Name	**CONTRACTOR SIGNATURE** Michael A. Pastor Contractor Authorized Signature
5515 S. APACHE AVENUE, SUITE 100 Address	Michael A. Pastor Printed Name
GLOBE **ARIZONA** **85501** City State Zip	Board of Supervisors, Chairman Title
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.
X Jefferson Dalton 11-17-15 Signature Date	State of Arizona Signed this 9 day of December 2015
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief Print Name Title	Procurement Officer
Attorney General Contract No.:P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	**RESERVED FOR USE BY THE SECRETARY OF STATE** **Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**
Signature Date Assistant Attorney General 12-4-15	
Print Name JO-ANN HANDY Title	

2. The **BFPC Price Sheet** in Amendment One (1) is hereby amended with the revised BFPC Price Sheet of this Amendment Two (2). The total of the revised BFPC Price Sheet budget amount is **$40,500.00** with the following changes:

   2.1. Personnel Costs Salary **increased by $86.00** due to an increase in salary in personnel expenses.

   2.2. Employee Related Expenses **decreased by $1,139.00** due to an increase in salary in personnel expenses and split funding for IBCLC.

   2.3. Professional and Outside Services will **remain the same dollar amount of a $1.00.**

   2.4. Travel Expenses **decreased by $44.00** due to a decreased in local travel allotments.

   2.5. Occupancy Expenses will **remain the same dollar amount of a $1.00.**

   2.6. Other Operating Expenses **increased by $1,097.00** due to an Increase for training materials and office supplies related to recent hire of new peer counselor.

   2.7. Capital Outlay Expenses will **remain the same dollar amount of a $1.00.**

   2.8. Indirect will **remain the same dollar amount of $3,682.00.**

3. In ProcureAZ the Contract pricing "Items" tab will be updated upon execution of this Amendment Two (2).

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: ADHS14-053062	Amendment No.: 2	Procurement Officer: Jacqueline Ortega-Avila

WIC, BFPC and FMNP SERVICES

REVISED PRICE SHEET

EFFECTIVE: OCTOBER 1, 2015 TO SEPTEMBER 30, 2016

WIC SERVICES		
	LINE ITEM BUDGET	**AMOUNT**
1.1	PERSONNEL SERVICES	$128,341.00
1.2	EMPLOYEE RELATED EXPENSES	$57,645.00
1.3	PROFESSIONAL & OUTSIDE SERVICES	$1.00
1.4	TRAVEL EXPENSES	$3,757.00
1.5	OCCUPANCY EXPENSES	$1.00
1.6	OTHER OPERATING EXPENSES	$9,143.00
1.7	CAPITAL OUTLAY EXPENSES	$1.00
1.8	INDIRECT (IF AUTHORIZED)	$15,686.00
1.9	RD SUPPLEMENT	$62,550.00
	TOTAL	$277,125.00

EFFECTIVE: OCTOBER 1, 2015 TO SEPTEMBER 30, 2016

BREASTFEEDING PEER COUNSELING SERVICES (BFPC)		
	LINE ITEM BUDGET	**AMOUNT**
2.1	PERSONNEL SERVICES	$24,238.00
2.2	EMPLOYEE RELATED EXPENSES	$6,551.00
2.3	PROFESSIONAL & OUTSIDE SERVICES	$1.00
2.4	TRAVEL EXPENSES	$1,755.00
2.5	OCCUPANCY EXPENSES	$1.00
2.6	OTHER OPERATING EXPENSES	$4,271.00
2.7	CAPITAL OUTLAY EXPENSES	$1.00
2.8	INDIRECT (IF AUTHORIZED)	$3,682.00
	TOTAL	$40,500.00

EFFECTIVE: MARCH 1, 2016 TO SEPTEMBER 30, 2016

FARMER'S MARKET NUTRITION PROGRAM (FMNP)				
	TYPE OF SERVICE	**UNIT RATE**	**UNIT OF MEASURE**	**ESTIMATED NUMBER OF PARTICIPANTS**
	WIC FMNP CHECK ISSUANCE	$1.25	WIC Participant	AS NEEDED

ADDITIONAL TERMS AND CONDITIONS:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

ADDITIONAL WIC PROGRAM:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2016 is: 1,250

ADDITIONAL BREASTFEEDING PEER COUNSELING PROGRAM:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

FARMER'S MARKET NUTRITION PROGRAM:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS14-053062**	Amendment No. 1	Sr Procurement Specialist Mr Tracey Thomas

BNPA – WIC, BFPC and FMNP

Effective October 1, 2014 it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. The WIC Price Sheet from the original Agreement is hereby replaced with the revised WIC Price Sheet of this Amendment number One (1). The total of the Revised WIC Price Sheet is increased from $268,575.00 to $277,125.00 due to the following line item changes:

   1.1 Personnel Costs / Salary decreased by $30,206.00 for a total of $120,080.00 due to decrease in FTE paid by WIC and decrease in salary for new staff nutritionist position.

   1.2 ERE decreased by $365.00 for a total of $56,733.00 due to personnel cost decrease.

   1.3 Travel decreased by $2,395.00 for a total of $8,199.00 due to absence of regional training and new software training is held in their city.

   1.4 Other Operating Expense increased by $708.00 for a total of $13,874.00 due to increase in cost of supplies and outreach materials.

Continued on next page

Gila County Health Services Contractor Name	CONTRACTOR SIGNATURE Contractor Authorized Signature
5515 S. Apache Avenue, Suite 100 Address	Michael A. Pastor Printed Name
Globe / **Arizona** / **85501** City / State / Zip	Chairman, Board of Supervisors Title
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona 10-28-14 Signature / Date Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief Printed Name	This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory State of Arizona Signed this 7 day of November 2014 Procurement Officer
Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona 11-05-2014 Signature / Date Assistant Attorney General Printed Name: JO-ANN HANDY	RESERVED FOR USE BY THE SECRETARY OF STATE **Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

1.5 Indirect increased by $2,258.00 for a total of $15,686.00 due to increase of one percent (1%).

1.6 Registered Dietitian increased by $38,550.00 for a total of $62,550.00 due to Nutritionist position filled by a Registered Dietitian which has higher salary.

2. The BFPC Price Sheet from the original Agreement is hereby replaced with the revised BFPC Price Sheet of this Amendment number One (1). The total of the Revised BFPC Price Sheet is increased from $40,000.00 to $40,500.00 due to the following line item changes:

2.1 Personnel increased by $2,052.00 for a total of $24,152.00 due to pay increase.

2.2 Employee Related Expenses decreased by $542.00 for a total of $7,690.00 due to decrease in cost of benefits.

2.3 Travel Expense decreased by $975.00 for a total of $1,799.00 due to change in staff office location.

2.4 Other Operating Expenses increased by $283.00 for a total of $3,174.00 due to purchase of required demonstration materials for both sites.

2.5 Indirect Costs decreased by $318.00 for a total of $3,682.00 to accommodate pay raises.

3. Replace in its entirety, Special Terms and Conditions, Provision Seventeen (17), Health Insurance Portability and Accountability Act of 1996 with the following:

17. Health Insurance Portability and Accountability Act of 1996

17.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

All other provisions of this agreement remain unchanged.

PRICE SHEET

October 1, 2014 to September 30, 2015

WIC Services

WIC Services Account Classification	Amount
Personnel	**$120,080.00**
Employee Related Expenses	**$56,733.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$8,199.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$13,874.00**
Capital Expenditures	**$1.00**
Indirect Cost	**$15,686.00**
RD Supplement	**$62,550.00**
Total	**$277,125.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	**$24,152.00**
Employee Related Expenses	**$7,690.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$1,799.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$3,174.00**
Capital Expenditures	**$1.00**
Indirect Costs	**$3,682.00**
Total	**$40,500.00**

Farmer's Market Nutrition Program Services
March 1, 2015 to September 30, 2015

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2015 is: 1,250

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-053062

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: WIC, BFPC, FMNP Services

Begin Date: October 1, 2013

Geographic Service Area: Gila County

Termination Date: September 30, 2018

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name:
Gila County Health Services
Address:
5515 S. Apache Avenue, Suite 100
Globe, Arizona 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-425-3231

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

X [signature] 10-1-13
Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman
Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract

No. ADHS14-053062 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 30th **day of** October, **2013**

Christie Ruth
Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

X [signature] 10-1-13

Approved as to form:
Bryan B. Chambers, Deputy Attorney Principal

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No.P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

[signature] 10-25-13
Signature **Date**
Assistant Attorney General: Jordan T Ellel

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

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

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

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

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

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

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

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

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_X_ Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments.**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local

taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes.**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and Liability.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials.**

The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event

the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies.**

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

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period

of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination.**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be

paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration.**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication.**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances.**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity.**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes.**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract.**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

18.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

18.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. Comments Welcome.

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

1. Background

1.1 The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1.1 WIC Nutrition Services

1.1.1.1 The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

1.1.1.2 To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1.2.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.2.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.2.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first (1st) year of their baby's life;

1.1.1.2.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.2.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

1.1.1.2.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);

1.1.1.2.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.2.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.2.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five (45%).

2. Breastfeeding Peer Counseling (BFPC)

2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

3. Farmer's Market Nutrition Program (FMNP)

3.1 The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

4. Objective

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

5. Scope of Work

5.1 WIC Services

5.1.1 The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

5.1.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

5.1.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;

5.1.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

5.1.1.4 Issue WIC food instruments/benefits;

5.1.1.5 Ensure the collection and recording of accurate information;

5.1.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

5.1.1.7 Provide administrative functions for operation of the WIC Program; and

5.1.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

5.2 Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the according to the WIC Policy and Procedure Manual in order to increase the breastfeeding rate and duration of breastfeeding.

5.3 Farmer's Market Nutrition Program (FMNP)

5.3.1 WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

5.3.1.1 Identifying participants and offering program services;

5.3.1.2 Distributing information to participants;

5.3.1.3 Providing competent staff to perform certification;

5.3.1.4 Issuing of FMNP checks;

5.3.1.5 Safeguarding FMNP checks;

5.3.1.6 Documenting accurately all required information;

5.3.1.7 Providing administrative functions necessary for operation of the FMNP;

5.3.1.8 Preparing and submitting all required reports in accordance with this Contract; and

5.3.1.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6. Tasks and Requirements

6.1 WIC Services Outreach and Referrals

6.1.1 The Contractor shall:

6.1.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract;

6.1.1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract;

6.1.1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract; and

6.1.1.4 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

6.2 BFPC Outreach

6.2.1 The Contractor shall:

6.2.1.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

6.3 Participant Records

6.3.1 The Contractor shall:

6.3.1.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

6.3.1.1.1 Eligibility and ineligibility determinations;

6.3.1.1.2 Complete nutrition assessments;

6.3.1.1.3 Nutrition and breastfeeding education and support;

6.3.1.1.4 Nutrition and breastfeeding counseling;

6.3.1.1.5 Encourage participants in setting behavioral goals;

6.3.1.1.6 Appropriate referrals;

6.3.1.1.7 Program abuse; and

6.3.1.1.8 Food instrument issuances.

6.3.1.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and food instruments issued by the Contractor.

6.3.1.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 24626 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

6.3.1.4 Ensure staff only has access to the WIC Computer Data System and client files for business related reason(s).

6.3.1.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed according to the WIC PPM.

6.3.1.6 Notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

6.3.1.7 Immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

6.3.1.7.1 What data elements were involved and the extent of the data involved in the breach;

6.3.1.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

6.3.1.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

6.3.1.7.4 A description of the probable causes of the improper use or disclosure; and

6.3.1.7.5 Whether Arizona Revised Statues (A.R.S) § 44-7501 or any other federal or state laws requiring individual notifications of breaches are triggered.

6.3.1.8 Provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

6.3.1.9 Notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. Obtain approval of content and timeline from ADHS prior to sending out of notification to affected individuals.

6.3.1.10 Arrange and pay for any mitigation (e.g. credit monitoring services) for participants at risk of identity theft because of breach of security of information.

6.4 FMNP Participant Records Tasks:

6.4.1 The Contractor shall:

6.4.1.1 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6.5 Service Delivery and Program Rules

6.5.1 The Contractor shall:

6.5.1.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; To be eligible, program participants shall meet the following requirements:

6.5.1.1.1 Household income does not exceed 185% of the current designated federal poverty guidelines or are adjunctively eligible;

6.5.1.1.2 Have a nutritional risk as defined in the WIC PPM; and

6.5.1.1.3 Reside in Arizona as defined by the WIC PPM.

6.5.1.2 Ensure that the program participants are in one (1) of the following categories:

6.5.1.2.1 Pregnant women,

6.5.1.2.2 Breastfeeding women up to twelve (12) months post-partum,

6.5.1.2.3 Non-breastfeeding women up to six (6) months post-partum,

6.5.1.2.4 Infants from birth to age one (1), or

6.5.1.2.5 Children from age one (1) year through the end of the month in which they turn five (5) years.

6.5.1.3 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;

6.5.1.4 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

6.5.1.5 Assist participants in setting goals for behavioral change and follow-up on goals set;

6.5.1.6 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote BFPC Program, when appropriate;

6.5.1.7 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments/benefits as set forth in the WIC PPM;

6.5.1.8 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided

with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

6.5.1.9 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

6.5.1.10 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument/benefit use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.5.1.11 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets; and

6.5.1.12 Explain to all WIC participants that, in addition to FMNP checks, WIC CVVs may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

6.6 Additional BFPC Service Delivery Tasks

6.6.1 The Contractor shall:

6.6.1.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

6.6.1.2 Provide peer counseling services. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

6.6.1.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors.

6.7 Additional FMNP Delivery Tasks

6.7.1 The Contractor shall:

6.7.1.1 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.7.1.2 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;

6.7.1.3 Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

6.7.1.4 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;

6.7.1.5 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and

6.7.1.6 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

6.8 Participant-Centered Nutrition Education

6.8.1 The Contractor shall:

6.8.1.1 Prepare and submit a two (2) year Nutrition Services Plan for participants to include, but not be limited to:

6.8.1.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan,

6.8.1.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal,

6.8.1.1.3 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,

6.8.1.1.4 Provide and document professional supervision, mentoring and monitoring of paraprofessional staff at the clinic level on a regular basis, as often as necessary, to ensure competence,

6.8.1.1.5 Provide, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,

6.8.1.1.6 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

6.8.1.1.6.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

6.8.1.1.6.2 The cost of procuring and producing nutrition education materials;

6.8.1.1.6.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

6.8.1.1.6.4 The cost of conducting participant evaluations of nutrition education;

6.8.1.1.6.5 The salary and other costs incurred in developing the nutrition education plan; and

6.8.1.1.6.6 Other ADHS-approved costs.

6.8.1.2 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages; and

6.8.1.3 Provide documentation that a minimum of four percent (4%) of its annual WIC expenditures have been used to support breastfeeding promotion and education, If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

6.9 Staffing

6.9.1 The Contractor shall:

6.9.1.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Local Agency shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration;

6.9.1.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If the Local Agency has barriers to this staffing standard, the Contractor shall submit in writing to ADHS its plan for coordination of nutrition services within the Local Agency to be approved by ADHS;

6.9.1.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants;

6.9.1.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation;

6.9.1.5 Provide an appropriate number of adequately trained, competent, certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual competencies as set forth in the ADHS WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.6 Provide an appropriate number of adequately trained, competent, nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the competencies for Nutrition Education Specialists as set forth in the ADHS WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.7 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS;

6.9.1.8 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS;

6.9.1.9 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable; and

6.9.1.10 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

6.10 Additional BFPC Service Staffing

6.10.1 The Contractor shall:

6.10.1.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources;

6.10.1.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason; and

6.10.1.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

6.11 Staff Training

6.11.1 The Contractor shall:

6.11.1.1 Implement the Blended Learning ADHS training plan for new staff;

6.11.1.2 Ensure all WIC staff are registered and complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at www.azdhslearn.gov, in accordance with the ADHS WIC PPM;

6.11.1.3 In addition to state requirements for competency trainings, implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations;

6.11.1.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS LMS course on Civil Rights or other courses that will be required by ADHS;

6.11.1.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards; and

6.11.1.6 Provide one (1) representative for a maximum of 12 iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.

6.12 Additional BFPC Staff Training

6.12.1 The Contractor shall:

6.12.1.1 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term;

6.12.1.2 Provide training of Breastfeeding Peer Counselors using the Loving Support through Peer Counseling curriculum within one (1) month of employment;

6.12.1.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others; and

6.12.1.4 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the Loving Support curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

6.13 Data Collection

6.13.1 The Contractor shall:

6.13.1.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System;

6.13.1.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM; and

6.13.1.3 Ensure WIC Computer Data System users maintain integrity by keeping their username and password secure; and

6.13.1.4 Ensure users do not share their login information with others.

6.14 Administrative Services

6.14.1 The Contractor shall:

6.14.1.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded programs;

6.14.1.2 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system;

6.14.1.3 Ensure the capital equipment listing includes the following:

6.14.1.3.1 Tag or ID number,

6.14.1.3.2 Description,

6.14.1.3.3 Purchase cost or fair market value on date of donation,

6.14.1.3.4 Purchase or donation date,

6.14.1.3.5 Location, and

6.14.1.3.6 Disposal date.

6.14.1.4 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;

6.14.1.5 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more;

6.14.1.6 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;

6.14.1.7 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding $2,500 if purchased prior to October 1, 2010, and $5,000 or more beginning on October 1, 2010;

6.14.1.8 Submit to ADHS for approval any policy or procedure that deviates from those set forth in the Arizona WIC PPM;

6.14.1.9 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to:

6.14.1.9.1 Names of WIC Directors,

6.14.1.9.2 RDs,

6.14.1.9.3 Nutritionists,

6.14.1.9.4 Clinic staff,

6.14.1.9.5 Clinic names,

6.14.1.9.6 Addresses,

6.14.1.9.7 Phone numbers,

6.14.1.9.8 Days and hours of operations, closure days, and

6.14.1.9.9 Other pertinent information for the public to know.

6.14.1.10 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;

6.14.1.11 Read, timely, all ADHS posted documents and provide requested response on the ADHS SharePoint site;

6.14.1.12 Ensure the State Agency has its most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account; and

6.14.1.13 Maintain documentation records of WIC services according to the WIC PPM, including but not limited to:

6.14.1.13.1 Signed consent forms for anemia screening and anthropometrics,

6.14.1.13.2 Signed Rights and Obligations Form for enrolled participant files (active and inactive),

6.14.1.13.3 Eligible participant files (active and inactive),

6.14.1.13.4 Ineligible applicant forms/files,

6.14.1.13.5 Monthly Participation Reports by Category and Ethnicity,

6.14.1.13.6 Outreach files,

6.14.1.13.7 Medical documentation,

6.14.1.13.8 Staff files:

6.14.1.13.8.1 Trainings attended;

6.14.1.13.8.2 Skill observations; and

6.14.1.13.8.3 Annual evaluations.

6.14.1.13.9 Documentation of dual participation actions,

6.14.1.13.10 Waiting lists (when applicable),

6.14.1.13.11 Reconciliation of voided food instruments,

6.14.1.13.12 Civil rights file to include documentation and resolution of all civil rights complaints,

6.14.1.13.13 Documentation of annual civil rights training of all employees, and

6.14.1.13.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

6.14.1.14 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;

6.14.1.15 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;

6.14.1.16 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM;

6.14.1.17 Prepare and submit Final Yearly Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year;

6.14.1.18 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;

6.14.1.19 Prepare and submit an annual update on the Two (2) Year Contractor's Outreach Plan and a progress report on activities accomplished during the year;

6.14.1.20 Prepare and submit an annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;

6.14.1.21 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes;

6.14.1.22 Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation; and

6.14.1.23 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM.

6.15 Additional Peer Counseling Administrative Services

6.15.1 The Contractor shall:

6.15.1.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS; and

6.15.1.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

6.16 Additional FMNP Administrative Services

6.16.1 The Contractor shall:

6.16.1.1 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

7. Reference Documents

7.1 Arizona WIC Program Policies and Procedures Manual: Refer to: http://azdhs.gov/azwic/local_agencies_policyManual.htm

7.2 Arizona FMNP Manual: Refer to: http://azdhs.gov/azwic/farmers_market.htm

7.3 Federal Regulations: Refer to http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a6980ff847aff32ab535bd37f71ce93d&tpl=/ecfrbrowse/Title07/7cfr246_main_02.tpl

7.4 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information, and

7.5 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

8. State Provided Items

8.1 Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.

8.2 Hardware and software necessary for operation of the WIC Computer Database System.

8.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

8.4 Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card when implemented.

8.5 CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.

8.6 Nutrition Education Materials for participants.

8.7 Quarterly Report template (electronic) for Peer Counseling Program.

8.8 Technical assistance and support.

8.9 Breastfeeding material lending and library for Peer Counselor use.

8.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

8.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

8.12 FMNP Participant Guides.

8.13 Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

8.14 Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

8.15 Periodic redemption reports for issued checks.

8.16 Formats for required reports.

8.17 Program Integrity staff monitoring reports (monthly).

9. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

9.1 The Contractor shall prepare and submit to ADHS:

9.1.1 Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

9.1.2 Individual electronic and signed paper copy of the CER invoice, not later than *thirty* (30) days following the end of each report month of the program year;

9.1.3 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

9.1.4 WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than *forty-five (45)* days following the end of each Contract year;

9.1.5 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

9.1.5.1 Request for Caseload to be served;

9.1.5.2 Request for budget and budget justification;

9.1.5.3 Updated Participant Nutrition Education Plan for the following contract year and a progress report of the previous year's activities;

9.1.5.4 Updated Outreach Plan of each contract year and a progress report of previous year's activities; and

9.1.5.5 Any additional services.

9.1.6 All required responses to federal and state audits and reviews submitted in a timely manner, according to the deadline dates specified in the audit letters.

9.1.7 Additional Peer Counseling Deliverables

9.1.7.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

10. PERFORMANCE STANDARDS AND AWARDS

10.1 Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

10.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

10.3 Local Agencies shall be eligible for one (1) or more of the following awards:

10.3.1 Any Local Agency in which ninety percent (90%) or more of the certifications six (6) months (October 1 through March 31) have an appropriate TGIF note as verified by the "No notes" and "TGIF detail" reports may receive an award of $10,000.00 added to their following fiscal year WIC funding formula award if the Contract is extended and additional expenditure can be identified;

10.3.2 Any Local Agency which meets 98% of its documentation requirement in nutrition education for the previous contract year may receive an award of $5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.3 Any Local Agency in which 25% or more of the infant caseload for a six (6) month time period (October 1 through March 31) were at least six (6) months old and were IEN at six (6) months of age ay receive an award of $10,000 added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

10.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

11. Notices, Correspondence and Reports

11.1 Notices, Correspondences and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007
Attention: WIC Program Manager

11.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Contractor:	Gila County Health Services
Attention:	Michael O'Driscoll, Director
Address:	5515 South Apache Avenue, Suite 100
City, State, ZIP:	Globe, Arizona 85501
Phone:	(928) 425-3231
Fax:	(928) 425-0794
Email:	modriscoll@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET ATTACHMENT A
ADHS14-053062	

Gila County

PRICE SHEET

October 1, 2013 to September 30, 2014

WIC Services

Account Classification	Amount
Personnel	**$150,286.00**
Employee Related Expenses	**$57,098.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$10,594.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$13,166.00**
Capital Expenditures	**$1.00**
Indirect Cost	**$13,428.00**
Registered Dietitian	**$24,000.00**
Total	**$268,575.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	**$22,100.00**
Employee Related Expenses	**$8,232.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$2,774.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$2891.00**
Capital Expenditures	**$1.00**
Indirect Costs	**$4,000.00**
Total	**$40,000.00**

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is to fund additional Registered Dietitian positions to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2014 is: 1,250

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-4422 **Consent Agenda Item 5. G.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041515-7 - Steven Burk.

Background Information

On November 17, 2015, the Board of Supervisors approved Professional Services Contract 041515-7 with Steven Burk, whereby Steven Burk will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $98,988.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041515-7 with Steven Burk, increasing the contract amount by $1,885.61 for a new contract total of $100,873.61.

On August 2, 2016, the Board of Supervisors approved Amendment No. 2 to Professional Services Contract 041515-7 with Steven Burk, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; decreased the contract amount by $5,000.00 for a new contract total of $93,988; and added some additional language to the contract.

Evaluation

Amendment No. 3 to Professional Services Contract No. 041515-7 with Steven Burk, extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decreases the contract amount by $20,000 to $73,988; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 3 to Professional Services Contract No. 041515-7 with Steven Burk to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $20,000 to $73,988; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $20,000 to $73,988; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 3 to Professional Services Contract No. 041515-7 with Steven Burk to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $20,000 to $73,988; and add some additional language to the contract.

Attachments

Steven Burk-Amendment No. 3

Amendment No. 2 to Contract No. 041515-7 with Steven Burk

Amendment No. 1 to Contract No. 041515-7

Professional Services Contract No. 041515-7-Steven Burk

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-7

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-7
LEGAL SERVICES

STEVEN BURK

Effective November 17, 2015, Gila County and Steven Burk entered into a contract whereby Steven Burk agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-7 was executed on July 26, 2016 to increase the original contract amount of Ninety-Eight Thousand, Nine Hundred Eighty-Eight dollars and 00/100's ($98,988.00) for a new total contract amount of One Hundred Thousand, Eight Hundred Seventy-Three dollars and 61/100's ($100,873.61).

Amendment No. 2 to Professional Services Contract No. 041515-7 was executed on August 2, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 2** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract". **Further, Amendment No. 2** served to decrease the original contract amount of $98,988.00 by Five Thousand Dollars and 00/100's ($5,000.00).

Professional Services Contract 041515-7 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 3 to Professional Services Contract No. 041515-7 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 3 to Professional Service Contract No. 041515-7 will serve to add the language: 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.

Further, Amendment No. 3 to Professional Service Contract No. 041515-7 will serve to decrease the original contract amount of $93,988.00 by Twenty Thousand Dollars and 00/100's ($20,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018; to add the language: 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; and to decrease the contract amount by $20,000.00 for a new total contract amount not to exceed Seventy-Three Thousand Nine Hundred Eighty-Eight dollars and 00/100's ($73,988.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2017 to June 30, 2018 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2017.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-7

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

Steven E Burk
Steven Burk, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-7

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-7
LEGAL SERVICES

STEVEN BURK

Effective November 17, 2015, Gila County and Steven Burk entered into a contract whereby Steven Burk agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-7 was executed on July 26, 2016 to increase the original contract amount of Ninety-Eight Thousand, Nine Hundred Eighty-Eight dollars and 00/100's ($98,988.00) for a new total contract amount of One Hundred Thousand, Eight Hundred Seventy-Three dollars and 61/100's ($100,873.61).

Professional Services Contract 041515-7 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Additionally, Amendment No. 1 to Professional Service Contract No. 041515-7 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Further, Amendment No. 1 to Professional Service Contract No. 041515-7 will serve to decrease the original contract amount of $98,988.00 by Five Thousand Dollars and 00/100's ($5,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017; to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; and to decrease the contract amount by $5,000.00 for a new total contract amount not to exceed Ninety-Three Thousand Nine Hundred Eighty-Eight dollars and 00/100's ($93,988.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2016 to June 30, 2017 renewal term of the contract.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-7

APPROVED:

Michael A. Pastor, Chairman of the Board

Steven Burk, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-7

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-7
LEGAL SERVICES

STEVEN BURK

Effective November 17, 2015, Gila County and Steven Burk entered into a contract whereby Steven Burk agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-7 is being issued to request an addition to the contract amount of Ninety-Eight Thousand, Nine Hundred Eighty-Eight dollars and 00/100's, **to facilitate payment for legal services relating to indigent dependency representation.**

Consequently, the contract is amended to increase the contract amount by $1,885.61 for a new total contract amount not to exceed One Hundred Thousand, Eight Hundred Seventy-Three dollars and 61/100's ($100,873.61) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2015 to June 30, 2016 renewal term of the contract.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-7

APPROVED:

Michael A. Pastor, Chairman of the Board

Steven Burk, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY

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

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

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

PROFESSIONAL SERVICES CONTRACT NO. 041515-7
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 17th day of November, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT,** and **STEVEN E. BURK** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **STEVEN E. BURK** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

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

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Delinquency Compensation: The attorney agrees to provide legal services for the sum of **SIXTY-EIGHT THOUSAND, NINE HUNDRED AND EIGHTY-EIGHT ($68,988.00) PER YEAR,** payable at the rate of **FIVE THOUSAND, EIGHT HUNDRED AND THIRTY-TWO DOLLARS AND THIRTY FOUR CENTS ($5,832.34) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT,** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **THIRTY THOUSAND DOLLARS ($30,000.00),** for the period of the contract without advance written authorization.

C. Court Payment of Costs and Expenses:

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

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

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

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

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

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

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

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

D. Special Management/Settlement Conferences:

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-7

APPROVED:

Michael A. Pastor, Chairman of the Board

Steven E Burk

Steven E. Burk, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy M. Wright, Presiding Judge

ARF-4424 **Consent Agenda Item 5. H.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041015 - Anna Ortiz.

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract 041015 with Anna Ortiz, whereby Anna Ortiz will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $100,500.

On July 5, 2016 the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041015 with Anna Ortiz, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and increased the contract amount by $3,000.00 for a new contract total of $103,500; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 041015 with Anna Ortiz extends the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; with a contract amount not to exceed $103,500 without prior written authorization from the county; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract 041015 with Anna Ortiz to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; with a contract amount not to exceed $103,500; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to to extend the term of the contract for one additional year, from from July 1, 2017, to June 30, 2018; with a contract amount not to exceed $103,500; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract 041015 with Anna Ortiz to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $103,500 without prior written authorization from the County, and add some additional language to the contract.

Attachments

Anna Ortiz-Amendment No. 2

Anna Ortiz-Amendment No.1

Professional Services Contract No. 041015-Anna Ortiz

Approved as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041015

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041015
LEGAL SERVICES

ANNA ORTIZ

Effective June 09, 2015, Gila County and Anna Ortiz entered into a contract whereby Anna Ortiz agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041015 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; **Further, Amendment No. 1** served to increase the original contract amount of $100,500.00 by Three Thousand dollars and 00/100's ($3,000.00).

Professional Services Contract 041015 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041015 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Services Contract No. 041015 will serve to add to Article IV, Contract Category, Contracts, the Additional clause "Should, or as, mental health cases, or extradition cases in Justice of the Peace Courts, require appointment of counsel, those appointments will be fairly rotated amongst Defense Bar. Should, or as, arbitration services are required, those appointments will be rotated amongst counsel qualified under Rule 73 Arizona Rules of Civil Procedure, with statutory compensation to the full extent under ARS 12-133."

Further, Amendment No. 2 to Professional Services Contract No. will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed One Hundred Thousand, Five Hundred dollars and 00/100's ($100,500.00) without prior approval from the county; to add the clause "Should, or as, mental health cases, or extradition cases in Justice of the Peace Courts, require appointment of counsel, those appointments will be fairly rotated amongst Defense Bar. Should, or as, arbitration services are required, those appointments will be rotated amongst counsel qualified under Rule 73 Arizona Rules of Civil Procedure, with statutory compensation to the full extent under ARS 12-133"; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041015

APPROVED:

Tommie C. Martin, Chairman of the Board

Anna Ortiz, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041015

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041015
LEGAL SERVICES

ANNA ORTIZ

Effective June 09, 2015, Gila County and Anna Ortiz entered into a contract whereby Anna Ortiz agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041015 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041015 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 041015 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed One Hundred Three Thousand, Five Hundred dollars and 00/100's ($103,500.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 5TH day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041015

APPROVED:

Michael A. Pastor, Chairman of the Board

Anna Ortiz, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

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

John D. Marcanti, District III
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GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL SERVICES CONTRACT 041015

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, ANNA C. ORTIZ** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court and to his/her clients, in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **ANNA C. ORTIZ** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Criminal Defense Compensation: The attorney agrees to provide legal services for the sum of **ONE HUNDRED THOUSAND, FIVE HUNDRED DOLLARS ($100,500.00) PER YEAR,** payable at the rate of **EIGHT THOUSAND, THREE HUNDRED AND SEVENTY FIVE DOLLARS ($8,375.00) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Health Insurance: Attorney will receive employee health and dental insurance benefits during the term of this Professional Services Contract No. 041015, as though she were an employee of Gila County. Notwithstanding this provision, Attorney is not an employee of Gila County.

D. Court Payment of Costs and Expenses:

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

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

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

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

E. Billing Procedures for Legal Services Provided for Indigents:

1) Submission and payment: The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form

and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case or, as required by the professional standards of the Arizona State Bar.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

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

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

D. Special Management/Settlement Conferences:

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041015

APPROVED:

Michael A. Pastor, Chairman of the Board

Anna C. Ortiz, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4425 **Consent Agenda Item** **5. I.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041415 - Ronald DeBrigida

Background Information

On June 23, 2015, the Board of Supervisors approved Professional Services Contract 041415 with Ronald DeBrigida, whereby Ronald DeBrigida will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $82,560.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041415 with Ronald DeBrigida, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 041415 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $82,560 without prior written authorization; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract 041415 with Ronald DeBrigida to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a not to exceed $82,560 without prior written authorization from the County; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 041415 with Ronald DeBrigida to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $82,560 without prior written authorization from the County, and add some additional language to the contract.

Attachments

Ronald Debrigida-Amendment No. 2

Ronald DeBrigida-Amendment No. 1

Professional Services Contract No. 041415-Ronald DeBrigida

Approved as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041415
LEGAL SERVICES

RONALD DEBRIGIDA

Effective June 09, 2015, Gila County and Ronald DeBrigida entered into a contract whereby Ronald DeBrigida agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041415 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, **Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".**

Professional Services Contract 041415 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041415 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Service Contract No. 041415 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Eighty-Two Thousand Five **Hundred Sixty dollars and 00/100's ($82,560.00)** without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Ronald DeBrigida, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041415
LEGAL SERVICES

RONALD DEBRIGIDA

Effective June 09, 2015, Gila County and Ronald DeBrigida entered into a contract whereby Ronald DeBrigida agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041415 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041415 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 041415 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Eighty-Two Thousand Five Hundred Sixty dollars and 00/100's ($82,560.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 5th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415

APPROVED:

Michael A. Pastor, Chairman of the Board

Ronald DeBrigida, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
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GILA COUNTY

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

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

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TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 041415
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 23rd day of June, **2015**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, RONALD DEBRIGIDA** of the City of Glendale, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **RONALD DEBRIGIDA** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 to JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **EIGHTY TWO THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS ($82,560.00) PER YEAR,** payable at the rate of **SIX THOUSAND, EIGHT HUNDRED AND EIGHTY DOLLARS ($6880.00) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

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

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

D. Special Management/Settlement Conferences:

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415

APPROVED:

Michael A. Pastor, Chairman of the Board

Ronald DeBrigida, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4426 **Consent Agenda Item 5. J.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041515-6 - Law Office of Jonathan Warshaw

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract 041515-6 with the Law Office of Jonathan Warshaw, whereby the Law Office of Jonathan Warshaw will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $83,757.

On July 5, 2016 the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041515-6 with the Law Office of Jonathan Warshaw, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 041515-6 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $83,757 without prior authorization of the of the County; and adds some additional language to the contract.

Conclusion

Court Administration wishes to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $83,757 without prior authorization of the of the County; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $83,757 without prior authorization of the of the County; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 041515-6 with the Law Office of Jonathan Warshaw to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $83,757 without prior authorization of the of the County, and add some additional language to the contract.

Attachments

Law Office of Jonathan Warshaw-Amendment No. 2

Amendment No. 1 Jonathan Warshaw

Professional Services Contract No. 041515-6-Jonathan Warshaw

Approved as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-6

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-6
LEGAL SERVICES

LAW OFFICE OF JONATHAN WARSHAW

Effective June 09, 2015, Gila County and the Law Office of Jonathan Warshaw entered into a contract whereby the Law Office of Jonathan Warshaw agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-6 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 041515-6 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041515-6 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Service Contract No. 041515-6 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Eighty-Three Thousand, Seven Hundred Fifty-Seven dollars and 00/100's ($83,757.00) without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-6

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Law Office of Jonathan Warshaw, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-6

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-6
LEGAL SERVICES

LAW OFFICE OF JONATHAN WARSHAW

Effective June 09, 2015, Gila County and the Law Office of Jonathan Warshaw entered into a contract whereby the Law Office of Jonathan Warshaw agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041515-6 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041515-6 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 041515-6 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Eighty-Three Thousand, Seven Hundred Fifty-Seven dollars and 00/100's ($83,757.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 5th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-6

APPROVED:

Michael A. Pastor, Chairman of the Board

Law Office of Jonathan Warshaw, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

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

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

GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL SERVICES CONTRACT NO. 041515-6
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICE OF JONATHAN WARSHAW** of the City of Gilbert, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **JONATHAN WARSHAW** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **EIGHTY THREE THOUSAND, SEVEN HUNDRED AND FIFTY-SEVEN DOLLARS ($83,757.00) PER YEAR,** payable at the rate of **SIX THOUSAND, NINE HUNDRED AND SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS ($6,979.75) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoices, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 2 - 6 Felony cases, mainly drug cases,** and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. **Pre-Trial Conference:**

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

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

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

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

D. **Special Management/Settlement Conferences:**

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-6

APPROVED:

Michael A. Pastor, Chairman of the Board

Law Office of Jonathan Warshaw, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4427 **Consent Agenda Item 5. K.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041515-8 - Emily Danies, Attorney At Law

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract 041515-8 with Emily Danies Attorney At Law, whereby Emily Danies, Attorney at Law will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $78,916.92.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041515-8 with Emily Danies Attorney At Law, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 041515-8 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $78,916.92 without prior written authorization of the County; and adds some additional language to the contract.

Conclusion

Court Administration wishes to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $78,916.92 without prior written authorization of the County; and adds some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $78,916.92 without prior written authorization of the County; and adds some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract 041515-8 with Emily Danies, Attorney at Law, to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $78,916.92 without prior written authorization of the County, and add some additional language to the contract.

Attachments

Amendment No. 2-Emily Danies, Attorney at Law

Amenement No. 1 Emily Danies

Professional Services Contract No. 041515-8-Emily Danies

Approval as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-8

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-8
LEGAL SERVICES

EMILY DANIES, ATTORNEY AT LAW

Effective June 09, 2015, Gila County and Emily Danies, Attorney at Law entered into a contract whereby Emily Danies, Attorney at Law agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-8 Was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 041515-8 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041515-8 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Service Contract No. 041515-8 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Seventy-Eight Thousand Nine Hundred Sixteen dollars and 92/100's (78,916.92) without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-8

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

Emily Danies Atty at Law
_____
Emily Danies, Attorney at Law, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-8

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-8
LEGAL SERVICES

EMILY DANIES, ATTORNEY AT LAW

Effective June 09, 2015, Gila County and Emily Danies, Attorney at Law entered into a contract whereby Emily Danies, Attorney at Law agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041515-8 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041515-8 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 041515-8 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Seventy-Eight Thousand Nine Hundred Sixteen dollars and 92/100's (78,916.92) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 5th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-8

APPROVED:

Michael A. Pastor, Chairman of the Board

Emily Danies, Attorney at Law, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

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John D. Marcanti, District III
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(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL SERVICES CONTRACT NO. 041515-8
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT,** and **EMILY DANIES, ATTORNEY AT LAW, LLC** of the City of Tucson, County of Pima, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $100,000 per occurrence and $300,000 aggregate. Attorney shall provide a Certificate of Insurance naming Gila County as the Certificate Holder and Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **EMILY DANIES** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Representation Compensation: The attorney agrees to provide legal services for the sum of **SEVENTY-EIGHT THOUSAND, NINE HUNDRED SIXTEEN DOLLARS, AND NINETY TWO CENTS ($78,916.92) PER YEAR,** payable at the rate of **SIX THOUSAND, FIVE HUNDRED AND SEVENTY SIX DOLLARS AND FORTY ONE CENTS ($6,576.41) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice will be issued within fifteen (15) days from the date the Gila County Finance Department receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. Non-routine cost reimbursement must be substantiated by supporting documentation.

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice for each month's services.

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: The attorney will be assigned Rule 32 Post Conviction Relief cases, cases on appeal, and other appellate work as required.

B. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

C. Contact with and Representation of Client:

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

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

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

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or

he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Motions to Continue:

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

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

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

D. Motions and Orders to Transport:

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

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

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

E. Rule 11 Evaluations:

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

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

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

F. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-8

APPROVED:

Michael A. Pastor, Chairman of the Board

Emily Danies, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4428 **Consent Agenda Item 5. L.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 050615 - David Bell

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract 050615 with David Bell, whereby David Bell will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $37,464.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 050615 with David Bell, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 050615 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $37,464 without prior written authorization from the County; and adds some additional language to the contract.

Conclusion

Court Administration wishes to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $37,464 without prior written authorization from the County; and to add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $37,464 without prior written authorization from the County; and to add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract 050615 with David Bell to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $37,464 without prior written authorization from the County, and add some additional language to the contract.

Attachments

David Bell-Amendment No. 2

Amendment No. 1 David Bell

Professional Services Contract No. 050615-David Bell

Approval as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 050615

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 050615
LEGAL SERVICES

DAVID BELL

Effective June 09, 2015, Gila County and David Bell entered into a contract whereby David Bell agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 050615 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 050615 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 050615 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Service Contract No. 050615 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Thirty-Seven Thousand Four Hundred Sixty-Four dollars and 00/100's ($37,464.00) without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050615

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
David Bell, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 050615

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 050615
LEGAL SERVICES

DAVID BELL

Effective June 09, 2015, Gila County and David Bell entered into a contract whereby David Bell agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 050615 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 050615 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 050615 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Thirty-Seven Thousand Four Hundred Sixty-Four dollars and 00/100's ($37,464.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 5th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050615

APPROVED:

Michael A. Pastor, Chairman of the Board

David Bell, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

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(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL SERVICES CONTRACT NO. 050615
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, DAVID W. BELL** of the City of Mesa, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **DAVID BELL** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Delinquency Compensation: The attorney agrees to provide legal services for the sum of **THIRTY SEVEN THOUSAND, FOUR HUNDRED AND SIXTY FOUR DOLLARS ($37,464.00) PER YEAR,** payable at the rate of **THREE THOUSAND ONE HUNDRED AND TWENTY-TWO DOLLARS ($3,122.00) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

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

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

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

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

D. Special Management/Settlement Conferences:

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050615

APPROVED:

Michael A. Pastor, Chairman of the Board

David W. Bell, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4429 **Consent Agenda Item** **5. M.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 050715 - Carolyn Clark of Flores & Clark, LLC.

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract 050715 with Carolyn Clark of Flores & Clark, LLC, whereby Carolyn Clark will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $89,100.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 050715 with Carolyn Clark of Flores & Clark, LLC, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 050715 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $89,100 without prior written authorization from the County; and adds some additional language to the contract.

Conclusion

Court Administration wishes to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $89,100 without prior written authorization from the County; and to add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $89,100 without prior written authorization from the County; and to add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 050715 with Carolyn Clark of Flores & Clark, LLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $89,100 without prior written authorization from the County, and add some additional language to the contract.

Attachments

Carolyn Clark of Flores & Clark, PC-Amendment No. 2

Amendment No. 1 Carolyn Clark

Professional Services Contract No. 050715-Carolyn Clark

Approved as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 050715

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 050715
LEGAL SERVICES

CAROLYN CLARK OF FLORES & CLARK, PC

Effective June 09, 2015, Gila County and the Carolyn Clark of Flores & Clark, PC entered into a contract whereby the Carolyn Clark of Flores & Clark, PC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 050715 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 050715 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 050715 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Service Contract No. 050715 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Eighty-Nine Thousand, One Hundred dollars and 00/100's ($89,100.00) without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050715

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Carolyn Clark of Flores & Clark, PC, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 050715

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 050715
LEGAL SERVICES

CAROLYN CLARK OF FLORES & CLARK, LLC

Effective June 09, 2015, Gila County and the Carolyn Clark of Flores & Clark, LLC entered into a contract whereby the Carolyn Clark of Flores & Clark, LLC agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 050715 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 050715 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 050715 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Further, Amendment No. 1 to Professional Services Contract No. 050715 will serve to add to Article I-General Statement, the clause "If the mediator cannot conduct a mediation or any other contractual service due to personal, professional, or legal conflict or, if the Mediator is otherwise unavailable to perform the services, the Mediator is responsible for procuring alternative services, including a conflict Mediator as necessary. Such alternative services are to be arranged without undue hardship or delay to the normal processes of the Court".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Eighty-Nine Thousand, One Hundred dollars and 00/100's ($89,100.00) without prior written approval from the county; to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; and to add the paragraph "If the mediator cannot conduct a mediation or any other contractual service due to personal, professional, or legal conflict or, if the Mediator is otherwise unavailable to perform the services, the Mediator is responsible for procuring alternative services, including a conflict Mediator as necessary. Such alternative scheduling is to be conducted without undue hardship or delay to the normal processes of the Court".

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, three (3) 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 5TH day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050715

APPROVED:

Michael A. Pastor, Chairman of the Board

Carolyn Clark of Flores & Clark, LLC, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

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

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

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

PROFESSIONAL SERVICE CONTRACT NO. 050715
MEDIATION SERVICES

I. General Statement

Professional Services Contract No. 050715 is between the **Superior Court in Gila County**, hereinafter called the Court, and **Carolyn Clark of Flores & Clark, LLC**, hereinafter called the provider, for provision of Conciliation Court Mediation services from **July 1, 2015, to June 30, 2016**. The provider has a professional duty to the Court to comply with Supreme Court requirements per Arizona Code of Judicial Conduct. The provider must also provide conciliation for Superior Court, mediation for Superior Court, and mediation for Gila county Justice Courts.

By signing this contract, the provider agrees to maintain the credentials necessary to practice Mediation/Conciliation/Facilitation/Parenting Education Classes, in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The provider has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, and attend meetings with the Court throughout the term of this contract.

The provider, in the event of conflict, is obligated to identify, arrange, and provide a qualified, substitute mediator approved by the Court.

II. Terms of Agreement

A. **Period Covered**: It is understood between the undersigned provider, **Carolyn Clark of Flores & Clark, LLC**, and the **Superior Court of Gila County**, that the provider will provide mediation services from **July 1, 2015, to June 30, 2016.** The provider is expected to complete any assignments made during this time.

B. The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

C. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause.

III. Compensation, Costs, and Billing Procedures

Compensation: The provider agrees to provide mediation services pursuant to this agreement for the sum of **SEVEN THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS ($7425.00) PER MONTH,** for a total of **EIGHTY NINE THOUSAND, ONE HUNDRED DOLLARS ($89,100.00) PER YEAR**, subject to the terms of this contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. If the provider is not able to provide services for the full-term of the contract, compensation will be pro-rated based on the portion of the year the contract was in effect.

IV. Specific Duties of the Provider

A. **Parent Education Program:** This program shall be a minimum of two hours and a maximum of six hours. The program length shall be adequate to cover the program material. To the extent that the provider has the resources, the program shall be available at flexible times, including evenings and weekends, and be offered in the early domestic relations litigation process.

1. All programs shall include, but not limited to, information which relates to the impact of divorce or separation, family restructuring, and judicial proceedings on the children involved.
2. Parent Education programs may be presented by audio visual media approved for educational use by the Administrative Office of the Courts (AOC).
3. Provider should employ reasonable efforts to provide a comfortable and safe environment for participants attending the program. The Court and County have rooms reserved for this purpose if the provider wishes to use them.
4. Provider shall demonstrate proof of continuing professional public liability insurance in an amount approved by the Court and shall submit a Certificate of Insurance, naming Gila County and the Superior Court as the Certificate Holders as well as additional insureds.
5. Provider and program facilities shall comply with the American Disabilities Act to enable persons with disabilities to participate in the program.
6. Provider shall provide a certificate of completion to each participant. The certificate of completion shall be in a form acceptable to the Court, and, at a minimum, shall

include the court case number, the date of attendance, the participant's name, and the name, address, and telephone number of the provider.

7. Participants who are adverse parties in the same court case shall attend different classes unless participants request attendance in the same class. Any such request will be made in writing, signed by both parties, and both signatures notarized.
8. Provider and presenters shall not solicit participation for other services.
9. Provider must provide at least two programs per month in Globe and two programs per month in Payson as needed.
10. Administration of the program will include the following:
    a. Schedule of programs.
    b. Registration of parents for programs.
    c. Preparation of class materials, handouts, and certificates.
    d. Preparation of the provider's portion of the annual report to the Arizona Supreme Court.
    e. Function as liaison between the Arizona Supreme Court Parent Education Specialist and the Arizona Supreme Court.
11. Presenter Qualifications: At least one presenter involved in conducting each program shall have a graduate degree in child development, family life education, marriage and family therapy, psychology, social work, counseling or a closely related field, from an accredited college or university. Any other presenters, if used, shall have a minimum of a bachelor's degree with a major in a closely related field. All presenters shall have experience working in the areas of domestic relations, family restructuring, child welfare, family dynamics and training in domestic violence issues.
12. Presenters shall take into account the lingual and/or cultural needs of the students.

B. Conciliation and/or Mediation Services for Superior Court and/or Mediation Services for Justice Courts:

1. Conciliation services can include up to three conferences per case with the parties when a Petition for Conciliation has been filed pursuant to A.R.S. 25-381.01 et seq.
2. Mediation includes provision of services regarding dissolutions/legal separations with minor children; paternities when the father requests custody or access; cases specifically referred by the Court; and upon petition by a parent and ordered by the Court.
3. Grandparent's rights cases ordered by the Court.
4. Cases ordered by either the Globe Regional Justice Court or the Payson Regional Justice Court.
5. Provider must also administer conciliation and mediation services including:
    a. Scheduling of meetings, including preparation of documents for the Court file and notification to parties.
    b. Preparation of monthly and annual statistical reporting to the Courts indicating, at a minimum, the number of cases referred, number of sessions held, and percentage of cases in which an agreement was reached.

c. Meet with the Presiding Judge, Justice(s) of the Peace, and others as necessary to coordinate provision of services.
d. Preparation of correspondence and written agreements.
e. Secretarial work for all areas covered by the contract.

C. Facilitation and/or Mediation in Dependency Cases:

1. Provider shall be available to provide facilitation for Pre-Hearing Conferences in new dependency cases at least once a week in Globe and once a week in Payson. Sometimes multiple Pre-Hearing Conferences will be held on the same day.
2. Facilitation involves assisting the parties, their attorneys, and any interested parties reach an agreement in the areas of placement of the child, visitation between the parents and child, and services provided, all while considering the best interest of the child.
3. Provider must provide services of mediation when adjudication of dependency is contested and prior to the development of a permanency plan.
4. Provider shall prepare written agreements and present them to the Court.

D. Billing Procedures for Services Provided for Indigents:

1. Submission and Payment: The provider shall submit a monthly invoice for each month's services. Payment is to be made after the month's service has been completed.
2. Statistical Report: The Court requires the provider to prepare a statistical report summarizing mediation services each month. Invoices are to be submitted only after the previous month's statistical report has been completed and attached to the invoice.
3. The statistical report is due by the 10th of each month for the preceding month's activity.

Procedural matters covered by this agreement may be modified during the term of this contract as necessary. The provider will be notified of procedural changes, if they occur.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050715

APPROVED:

Michael A. Pastor, Chairman of the Board

Carolyn Clark of Flores & Clark, LLC, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4431 **Consent Agenda Item 5. N.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 101116 - Diana G. Montgomery, PLLC.

Background Information

On November 2, 2016, the County Manager approved Professional Services Contract 101116 with Diana G. Montgomery, whereby Diana G. Montgomery, PLLC will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2016, to June 30, 2017. The original contract was executed for a not to exceed, without written authorization, amount of $17,000.

Evaluation

Amendment No. 1 to Professional Services Contract 101116 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decreases the contract amount by $10,000 to $7,000; and adds some additional language to the contract.

Conclusion

Court Administration wishes execute Amendment No. 1 to Professional Services Contract No. 101116 with Diana G. Montgomery, PLLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $10,000 to $7,000; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $10,000 to $7,000; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 1 to Professional Services Contract No. 101116 with Diana G. Montgomery, PLLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $10,000 to $7,000; and add some additional language to the contract.

Attachments

Diana G. Montgomery, PLLC-Amendment No. 1

Professional Services Contract No. 101116 with Diane Montgomery, PLLC

Explanation as to CA's approval as to form

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 101116

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 101116
LEGAL SERVICES

DIANA G. MONTGOMERY, PLLC

Effective November 2, 2016 Gila County and the Diana G. Montgomery, PLLC entered into a contract whereby the Diana G. Montgomery, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 101116 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 101116 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 1 to Professional Service Contract No. 101116 will serve to decrease the original contract amount of $17,000.00 by Ten Thousand Dollars and 00/100's ($10,000.00).

Further, Amendment No. 1 to Professional Service Contract No. 101116 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018; to add the language: 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; and to decrease the contract amount by $10,000.00 for a new total contract amount not to exceed Seven Thousand dollars and 00/100's ($7,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2017 to June 30, 2018 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 101116

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

Diana G. Montgomery
Diana G. Montgomery, PLLC

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

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

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

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

GILA COUNTY

www.gilacountyaz.gov

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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

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

PROFESSIONAL SERVICES CONTRACT NO. 101116
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 2nd day of November, **2016,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, DIANA G. MONTGOMERY, PLLC** of the City of Globe County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **NOVEMBER 1, 2016 TO JUNE 30, 2017.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **DIANA G. MONTGOMERY, PLLC** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **NOVEMBER 1, 2016 TO JUNE 30, 2017.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

E. 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.

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **SEVENTEEN THOUSAND ($17,000.00) DOLLARS** for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

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

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

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

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

D. Special Management/Settlement Conferences:

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY:

11/2/16

Don E. McDaniel, Jr., County Manager

DIANA G. MONTGOMERY, PLLC:

Diana G. Montgomery, PLLC, Attorney

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4432 **Consent Agenda Item 5. O.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 101116-1 - Collins & Collins, Attorneys at Law

Background Information

On October 25, 2016, the Board of Supervisors approved Professional Services Contract No. 101116-1 with Collins & Collins, Attorneys at Law, whereby Collins & Collins Attorneys at Law will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning November 1, 2016, to June 30, 2017. The original contract was executed for a not to exceed, without written authorization, amount of $10,000.

Evaluation

Amendment No. 1 to Professional Services Contract No. 101116-1 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decreases the contract amount by $3,000 to $7,000; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 1 to Professional Services Contract 101116-1 with Collins & Collins, Attorneys at Law to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $3,000 to $7,000; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by $3,000 to $7,000; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 1 to Professional Services Contract No. 101116-1 with Collins & Collins, Attorneys at Law, to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; decrease the contract amount by $3,000 to $7,000; and add some additional language to the contract.

Attachments

Collins & Collins, Attorney's at Law-Amendment No. 1

Professional Services Contract No. 101116-1 with Collins & Collins, Attorneys at Law

Approval as to Form

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 101116-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 101116-1
LEGAL SERVICES

COLLINS & COLLINS, ATTORNEYS AT LAW

Effective October 25, 2016, Gila County and the Collins & Collins, Attorneys at Law entered into a contract whereby the Collins & Collins, Attorneys at Law agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 101116-1 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 101116-1 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 1 to Professional Service Contract No. 101116-1 will serve to decrease the original contract amount of $10,000.00 by Three Thousand Dollars and 00/100's ($3,000.00).

Further, Amendment No. 1 to Professional Service Contract No. 101116-1 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018; to add the language: 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; and to decrease the contract amount by $3,000.00 for a new total contract amount not to exceed Seven Thousand dollars and 00/100's ($7,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2017 to June 30, 2018 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2017.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 101116-1

APPROVED:

Tommie C. Martin, Chairman of the Board

Collins & Collins, Attorneys at Law, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

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John D. Marcanti, District III
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GILA COUNTY

www.gilacountyaz.gov

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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

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

PROFESSIONAL SERVICES CONTRACT NO. 101116-1
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 25th day of October, **2016,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, COLLINS & COLLINS, ATTORNEYS AT LAW** of the City of Payson, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **NOVEMBER 1, 2016 TO JUNE 30, 2017.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **COLLINS & COLLINS, ATTORNEYS AT LAW** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **NOVEMBER 1, 2016 TO JUNE 30, 2017.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

E. 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.

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **TEN THOUSAND ($10,000.00) DOLLARS** for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

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

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

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

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

D. Special Management/Settlement Conferences:

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY:

10/25/16

Don E. McDaniel, Jr., County Manager

COLLINS & COLLINS, ATTORNEYS AT LAW:

Collins & Collins, Attorneys at Law, Attorney

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4433 **Consent Agenda Item 5. P.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041515 - Michael B. Bernays

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract 041515 with Michael B. Bernays, whereby Michael Bernays will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $92,076.

On July 26, 2016. the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041515 with Michael B. Bernays, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 041515 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; increases the contract by $250 for a new contract total of $92,076; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract No. 041515 with Michael B. Bernays to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; increase the contract by $250 for a new contract total of $92,076; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; increase the contract by $250 for a new contract total of $92,076; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 041515 with Michael B. Bernays to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; increase the contract by $250 for a new contract total of $92,076; and add some additional language to the contract.

Attachments

Michael B. Bernays-Amendment No. 2

Michael B. Bernays-Amendment No. 1

Professional Services Contract No. 041515-Michael Bernays

Approval as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041515

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515
LEGAL SERVICES

MICHAEL B. BERNAYS

Effective June 09, 2015, Gila County and Michael B. Bernays entered into a contract whereby Michael B. Bernays agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515 was executed on July 26, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. In addition Amendment No. 1 served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 041515 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Additionally, the Gila County Superior Court would like to increase the original contract amount by an additional Two Hundred Fifty dollars and 00/100's ($250.00), to cover expenses through the end of the fiscal year. An additional $250.00 is projected to cover the remainder of the contract term from July 01, 2016 to June 30, 2017.

Amendment No. 2 to Professional Services Contract No. 041515 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Services Contract No. 041515 will serve to increase the original contract amount by Two Hundred Fifty dollars and 00/100's ($250.00), for a new contract amount of Ninety-Two Thousand Three Hundred Twenty-Six dollars and 00/100's ($92,326.00), for the contract term of July 01, 2016 to June 30, 2017.

Further, Amendment No. 2 will serve to add the language: 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.

Consequently, the contract is amended to increase the original contract amount by $250.00 to cover the contract term from July 01, 2016 to June 30, 2017; to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Ninety-Two Thousand Seventy-Six dollars and 00/100's ($92,076.00) without prior written approval from the county; and to add the language: 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

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Michael B. Bernays, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515
LEGAL SERVICES

MICHAEL B. BERNAYS

Effective June 09, 2015, Gila County and Michael B. Bernays entered into a contract whereby Michael B. Bernays agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041515 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041515 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Services Contract No. 041515 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Ninety-Two Thousand Seventy-Six dollars and 00/100's ($92,076.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 26th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515

APPROVED:

Michael A. Pastor, Chairman of the Board

Michael B. Bernays, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

Michael A. Pastor, District II
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GILA COUNTY

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PROFESSIONAL SERVICES CONTRACT NO. 041515
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, MICHAEL B. BERNAYS** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $100,000 per occurrence and $300,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **MICHAEL B. BERNAYS,** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **NINETY-TWO THOUSAND, AND SEVENTY-SIX DOLLARS ($92,076.00) PER YEAR,** payable at the rate of **SEVEN THOUSAND, SIX HUNDRED AND SEVENTY-THREE DOLLARS ($7,673.00) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. **Pre-Trial Conference:**

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

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

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

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

D. **Special Management/Settlement Conferences:**

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515

APPROVED:

Michael A. Pastor, Chairman of the Board

Michael B. Bernays, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4434 **Consent Agenda Item 5. Q.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041415-2 - Law Offices of John Perlman

Background Information

On July 7, 2015, the Board of Supervisors approved Professional Services Contract No. 041415-2 with the Law Offices of John Perlman, whereby John Perlman will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $8,000.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 041415-2 with the Law Offices of John Perlman, extending the contract term for one additional year, from July 1, 2017 to June 30, 2017; decreased the contract by $3,000 for a new contract total of $5,000; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract No. 041415-2 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decreases the contract by $4,000 for a new contract total of $4,000; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract No. 041515-2 with the Law Offices of John Perlman to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract by $4,000 for a new contract total of $4,000; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract by $4,000 for a new contract total of $4,000; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 041415-2 with the Law Offices of John Perlman to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; decrease the contract by $4,000 for a new contract total of $4,000; and add some additional language to the contract.

Attachments

Amendment No. 2 Contract No. 041415-2 - Law Offices of John Perlman

Amendment No. 1 Contract No. 041415-2 - Law Offices of John Perlman

Contract No. 041415-2 - Law Offices of John Perlman

Approval as to Form

PROFESSIONAL SERVICES CONTRACT 041415-2
LEGAL SERVICES

LAW OFFICES OF JOHN PERLMAN

Effective July 07, 2015, Gila County and Law Offices of John Perlman entered into a contract whereby Law Offices of John Perlman agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041415-2 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; **Further, Amendment No. 1** served to decrease the original contract amount of $5,000.00 by Three Thousand dollars and 00/100's ($3,000.00).

Professional Services Contract 041415-2 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041415-2 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Services Contract No. 041415-2 will serve to add the language: 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.

Further, Amendment No. 2 to Professional Services Contract No. 0415-415-2 will serve to decrease the original contract amount of $8,000.00 by Four Thousand dollars and 00/100's ($4,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Four Thousand dollars and 00/100's ($4,000.00) without prior approval from the County; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GIILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-2

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Law Offices of John Perlman, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041415-2

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041415-2
LEGAL SERVICES

LAW OFFICES OF JOHN PERLMAN

Effective July 07, 2015, Gila County and the Law Offices of John Perlman entered into a contract whereby the Law Offices of John Perlman agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041415-2 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041415-2 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 041415-2 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Further, Amendment No. 1 to Professional Service Contract No. 041415-2 will serve to decrease the original contract amount of $8000.00 by Three Thousand Dollars and 00/100's ($3,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017; to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; and to decrease the contract amount by $3,000.00 for a new total contract amount not to exceed Five Thousand dollars and 00/100's ($5,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2016 to June 30, 2017 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 5th day of July, 2016.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-2

APPROVED:

Michael A. Pastor, Chairman of the Board

Law Offices of John Perlman, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

Tommie C. Martin, District I
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(928) 474-2029

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GILA COUNTY

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

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

PROFESSIONAL SERVICES CONTRACT NO. 041415-2
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 7th day of July, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, JOHN S. PERLMAN, of LAW OFFICES OF JOHN PERLMAN** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICES OF JOHN PERLMAN** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **EIGHT THOUSAND ($8,000) DOLLARS**, for the period of the contract without advance written authorization. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

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

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

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

D. Special Actions and Appeals: Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

C. Statistical Reports: The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

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

E. Contact with and Representation of Client:

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

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

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

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

F. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.

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

D. **Mediation/Settlement Conferences:**

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

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

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.

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

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

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

G. **Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.

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

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

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

1) **Preparation:** When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.

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

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

I. **Interpreters:**

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-2

APPROVED:

Michael A. Pastor, Chairman of the Board

Law Offices of John Perlman, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

Peter J. Cahill, Presiding Judge

MainStreet
LEGAL MALPRACTICE INSURANCE
www.mainstreetlawyersinsurance.com

150 Nickerson Street, Suite 201
Seattle, Wa 98109
p (800) 817-6333 f (206) 583-0879

We listen. We care. We act.

CERTIFICATE OF INSURANCE

Producer: Mainstreet Financial Services, Inc.
150 Nickerson Street
Suite 201
Seattle, WA 98109

Insured: Law Office of John S. Perlman
104 South Broad Street
Ste 4
Globe, AZ 85501

Company Affording Coverage: The Hanover Insurance Company

Coverage
This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policy described here is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

Type of Insurance: Legal Professional Liability
Policy Number: LH2 9350093 03
Policy Effective Date: 03/10/2015
Policy Expiration Date: 03/10/2016
Per Claim Limit: $250,000
Annual Aggregate Limit: $750,000

Description of Operations: Professional legal services in the private practice of law.

Certificate Holder: **Gila County & The Superior Court of Gila County**
1400 E. Ash St.
Globe, AZ 85501

Cancellation
Should any of the above described policies be canceled before the expiration date, the issuing company will endeavor to mail written notice to the certificate holder named above but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents or representatives.

By: AUTHORIZED REPRESENTATIVE

Date: June 8, 2015

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CERTIFICATE OF INSURANCE

Producer: Mainstreet Financial Services, Inc.
150 Nickerson Street
Suite 201
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Insured: Law Office of John S. Perlman
104 South Broad Street
Ste 4
Globe, AZ 85501

Company Affording Coverage: The Hanover Insurance Company

Coverage
This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policy described here is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

Type of Insurance: Legal Professional Liability
Policy Number: LH2 9350093 03
Policy Effective Date: 03/10/2015
Policy Expiration Date: 03/10/2016
Per Claim Limit: $250,000
Annual Aggregate Limit: $750,000

Description of Operations: Professional legal services in the private practice of law.

Certificate Holder: **Gila County & The Superior Court of Gila County**
1400 E. Ash St.
Globe, AZ 85501

Cancellation
Should any of the above described policies be canceled before the expiration date, the issuing company will endeavor to mail written notice to the certificate holder named above but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents or representatives.

By: AUTHORIZED REPRESENTATIVE

Date: June 8, 2015

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-4449 **Consent Agenda Item 5. R.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041415-1 - Michael L. Freeman

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract 041415-1 with Michael L. Freeman, whereby Michael L. Freeman will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $77,448.

On July 5, 2016 the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 041415-1 with Michael L. Freeman, extending the term for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract No. 041415-1 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $77,448; and adds some language to the contract.

Conclusion

Court Administration wishes to execute Professional Services Contract No. 041415-1 with Michael L. Freeman to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $77,448; and add some language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $77,448; and to add some language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 041415-1 with Michael L. Freeman to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed $77,448, and add some language to the contract.

Attachments

Michael Freeman-Amendment No. 2

Amendment No. 1 Michael Freeman

Professional Services Contract No. 041415-1-Michael Freeman

Approval as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041415-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041415-1
LEGAL SERVICES

MICHAEL FREEMAN

Effective June 09, 2015, Gila County and Michael Freeman entered into a contract whereby Michael Freeman agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041415-1 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 041415-1 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041415-1 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Service Contract No. 041415-1 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Seventy-Seven Thousand, Four Hundred Forty-Eight dollars and 00/100's ($77,448.00) without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-1

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

Michael L Freeman
Michael Freeman, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041415-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041415-1
LEGAL SERVICES

MICHAEL FREEMAN

Effective June 09, 2015, Gila County and Michael Freeman entered into a contract whereby Michael Freeman agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041415-1 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041415-1 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 041415-1 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Seventy-Seven Thousand, Four Hundred Forty-Eight dollars and 00/100's ($77,448.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 5th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-1

APPROVED:

Michael A. Pastor, Chairman of the Board

Michael L Freeman

Michael Freeman, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

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

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

GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL SERVICES CONTRACT NO. 041415-1
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, MICHAEL L. FREEMAN** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **MICHAEL L. FREEMAN** and the **SUPERIOR COURT OF GILA COUNTY,** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

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

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

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

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Criminal Defense Compensation: The attorney agrees to provide legal services for the sum of **SEVENTY-SEVEN THOUSAND, FOUR HUNDRED AND FORTY-EIGHT DOLLARS ($77,448.00) PER YEAR,** payable at the rate of **SIX THOUSAND, FOUR HUNDRED AND FIFTY-FOUR DOLLARS ($6,454.00) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be

submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases,** and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-1

APPROVED:

Michael A. Pastor, Chairman of the Board

Michael L Freeman

Michael L. Freeman, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-4450 **Consent Agenda Item 5. S.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Superior Court		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	01-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Amendment No. 4 to Professional Services Contract No. 040815 - Raymond Geiser.

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract No. 040815 with Raymond Geiser, whereby Raymond Geiser will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for a period from July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $140,643.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 040815 to increase the contract amount to $154,643.

On August 2, 2016, The Board of Supervisors approved Amendment No. 2 to Professional Services Contract No. 040815, which renewed the contract for one additional year beginning July 1, 2016 to June 30, 2017; decreased the contract amount to $135,643; and, added the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

On November 15, 2016, the Board of Supervisors approved Amendment No. 3 to Professional Services Contract No. 430815, served to increase the contract amount to $139,131.16; and added some additional language to

the contract.

Evaluation

Amendment No. 4 to Professional Services Contract No. 040815 extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; increases the contract amount by $7,000.00 to $142,643.00; and adds some additional language to the contract.

Conclusion

Court Administration wishes execute Amendment No. 4 to Professional Services Contract No. 040815 with Raymond Geiser to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; increase the contract amount by $7,000.00 to $142,643.00; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; increase the contract amount by $7,000.00 to $142,643.00; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 4 to Professional Services Contract No. 040815 with Raymond Geiser to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; increase the contract amount by $7,000 to $142,643; and add some additional language to the contract.

Attachments

Raymond Geiser-Amendment No. 4

Raymond Geiser-Amendment No. 3

Amendment No. 2 to Contract No. 040816 with Raymond Geiser

Amendment No. 1 Raymond Geiser

Professional Services Contract No. 040815-Raymond Geiser

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT NO. 040815

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 040815
LEGAL SERVICES

RAYMOND GEISER

Effective June 9, 2015, Gila County and Raymond Geiser entered into a contract whereby Raymond Geiser agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 040815 was executed on July 5, 2016 to increase the original contract amount by Fourteen Thousand dollars and 00/100's ($14,000.00), for a new contract amount of One Hundred Forty Thousand Six Hundred Forty-Three dollars and 00/100's ($140,643.00), for the contract term of July 01, 2015 to June 30, 2016.

Amendment No. 2 to Professional Services Contract No. 040815 was executed on August 02, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017; to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; and to decrease the original contract amount of $140.643.00 by Five Thousand Dollars and 00/100's ($5,000.00).

Amendment No. 3 to Professional Service Contract No. 040815 was executed on November 15, 2016 to increase the amended contract amount of $135,643.00 by Three Thousand Four Hundred Eighty-Eight dollars and 16/100's ($3,488.16). **Further, Amendment No. 3** served to add the language: 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.

Professional Services Contract 040815 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 4 to Professional Services Contract No. 040815 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 4 to Professional Service Contract No. 040815 will serve to increase the original contract amount of $135,643.00 by Seven Thousand dollars and 00/100's ($7,000.00).

Further, Amendment No. 4 to Professional Services Contract No. 040815 will serve to add to Article IV, Contract Category, Contracts, the Additional clause "Should, or as, mental health cases, or extradition cases in Justice of the Peace Courts, require appointment of counsel, those appointments will be fairly rotated amongst Defense Bar. Should, or as, arbitration services are required, those appointments will be rotated amongst counsel qualified under Rule 73 Arizona Rules of Civil Procedure, with statutory compensation to the full extent under ARS 12-133."

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018; to add to Article IV, Contract Category, Contracts, the Additional clause "Should, or as, mental health cases, or extradition cases in Justice of the Peace Courts, require appointment of counsel, those appointments will be fairly rotated amongst Defense Bar. Should, or as, arbitration services are required, those appointments will be rotated amongst counsel qualified under Rule 73 Arizona Rules of Civil Procedure, with statutory compensation to the full extent under ARS 12-133."; and to increase the contract amount by $7,000.00 for a new total contract amount not to exceed One Hundred Forty-Two Thousand, Six Hundred Forty-Three dollars and 00/100's ($142,643.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2017 to June 30, 2018 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040815

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Raymond Geiser, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 040815

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 040815
LEGAL SERVICES

RAYMOND GEISER

Effective June 9, 2015, Gila County and Raymond Geiser entered into a contract whereby Raymond Geiser agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 040815 was executed on July 5, 2016 to increase the original contract amount by Fourteen Thousand dollars and 00/100's ($14,000.00), for a new contract amount of One Hundred Forty Thousand Six Hundred Forty-Three dollars and 00/100's ($140,643.00), for the contract term of July 01, 2015 to June 30, 2016.

Amendment No. 2 to Professional Services Contract No. 040815 was executed on August 02, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017; to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; and to decrease the original contract amount of $140.643.00 by Five Thousand Dollars and 00/100's ($5,000.00).

The Gila County Superior Court would like to increase the amended contract amount by an additional Three Thousand Four Hundred Eighty-Eight dollars and 16/100's ($3,488.16) to cover the 5% increase in FY2015 received by attorneys.

Amendment No. 3 to Professional Service Contract No. 040815 will serve to increase the amended contract amount of $135,643.00 by Three Thousand Four Hundred Eighty-Eight dollars and 16/100's ($3,488.16).

Further, Amendment No. 3 will serve to add the language: 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.

Consequently, the contract is amended to increase the contract amount by $3,488.16 for a new total contract amount not to exceed One Hundred Thirty-Nine Thousand, One Hundred Thirty-One dollars and 16/100's ($139,131.16) without prior written approval from the County; and add the language: 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.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2016 to June 30, 2017 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 15th day of November, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040815

APPROVED:

Michael A. Pastor, Chairman of the Board

Raymond Geiser, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 040815

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 040815
LEGAL SERVICES

RAYMOND GEISER

Effective June 9, 2015, Gila County and Raymond Geiser entered into a contract whereby Raymond Geiser agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 040815 was executed on July 5, 2016 to increase the original contract amount by Fourteen Thousand dollars and 00/100's ($14,000.00), for a new contract amount of One Hundred Forty Thousand Six Hundred Forty-Three dollars and 00/100's ($140,643.00), for the contract term of July 01, 2015 to June 30, 2016.

Professional Services Contract 040815 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 040815 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 2 to Professional Service Contract No. 040815 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Further, Amendment No. 2 to Professional Service Contract No. 040815 will serve to decrease the original contract amount of $140.643.00 by Five Thousand Dollars and 00/100's ($5,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017; to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; and to decrease the contract amount by $5,000.00 for a new total contract amount not to exceed One Hundred Thirty-Five Thousand, Six Hundred Forty-Three dollars and 00/100's ($135,643.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2016 to June 30, 2017 renewal term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040815

APPROVED:

Michael A. Pastor, Chairman of the Board

Raymond Geiser, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040815

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 040815
LEGAL SERVICES

RAYMOND GEISER

Effective November 17, 2015, Gila County and Raymond Geiser entered into a contract whereby Raymond Geiser agreed to provide Legal Services to the Superior Court in Gila County.

The Gila County Superior Court would like to increase the original contract amount by an additional Fourteen Thousand dollars and 00/100's, to provide legal services for indigent citizens. Attorney Geiser has exceeded the amended contract amount of $140,643.00. An additional $14,000.00 is projected to cover the remainder of the contract term.

Amendment No. 1 to Professional Services Contract No. 040815 will serve to increase the contract amount by Fourteen-Thousand dollars and 00/100's ($14,000), for a new total contract amount of One Hundred Fifty-Four Thousand Six Hundred Forty-Three dollars and 00/100's ($154,643.00), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2015 to June 30, 2016 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 5th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040815

APPROVED:

Michael A. Pastor, Chairman of the Board

Raymond Geiser, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 040815
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, RAYMOND GEISER** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $500,000 per occurrence and $1,000,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **RAYMOND GEISER** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 to JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Criminal Defense Compensation: The attorney agrees to provide legal services for the sum of **ONE HUNDRED TEN THOUSAND, SIX HUNDRED AND FORTY THREE DOLLARS ($110,643.00) PER YEAR,** payable at the rate of **NINE THOUSAND, TWO HUNDRED AND TWENTY DOLLARS AND TWENTY FIVE CENTS ($9,220.25) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** The scope of services outlined above will be performed on a budget of **THIRTY THOUSAND DOLLARS ($30,000) PER YEAR,** not to be exceeded without written authorization pursuant to a mutually agreed upon fee

C. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report

has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 2-6 Felony cases, Juvenile Delinquency cases as needed, Globe Regional Justice Court Misdemeanor / Felony cases,** and will further be subject to appointments in other contract categories, including but not limited to Dependency and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. **Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. **Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. **Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. **Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. **Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040815

APPROVED:

Michael A. Pastor, Chairman of the Board

Raymond Geiser, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy Attorney Principal
For Bradley D Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

ARF-4455 **Consent Agenda Item 5. T.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041515-4 - Law Offices of Barry Standifird.

Background Information

On July 7, 2015, the Board of Supervisors approved Professional Services Contract 041515-4 with the Law Offices of Barry Standifird, whereby Barry Standifird will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $114,981.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041515-4 with the Law Offices of Barry Standifird, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 041515-4 with the Law Offices of Barry Standifird, extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $114,981 without prior written authorization of the county; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract 041515-4 with the Law Offices of Barry Standifird, to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $114,981 without prior written authorization of the county; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $114,981 without prior written authorization of the county; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 041515-4 with the Law Offices of Barry Standifird to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $114,981 without prior written authorization of the County, and add some additional language to the contract.

Attachments

Amendment No. 2-Law Offices of Barry Standifird

Amendment No. 1-Barry Standifird

Professional Services Contract No. 041515-4-Barry Standifird

Approval as to Form

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-4

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-4
LEGAL SERVICES

LAW OFFICES OF BARRY STANDIFIRD

Effective June 07, 2015, Gila County and the Law Offices of Barry Standifird entered into a contract whereby the Law Offices of Barry Standifird agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-4 was executed on July 5, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. In addition Amendment No. 1 served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 041515-4 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041515-4 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Service Contract No. 041515-4 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed One Hundred Fourteen Thousand, Nine Hundred Eighty-One dollars and 00/100's ($114,981.00) without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-4

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Law Offices of Barry Standifird, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-4

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-4
LEGAL SERVICES

LAW OFFICES OF BARRY STANDIFIRD

Effective June 07, 2015, Gila County and the Law Offices of Barry Standifird entered into a contract whereby the Law Offices of Barry Standifird agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041515-4 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041515-4 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Service Contract No. 041515-4 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed One Hundred Fourteen Thousand, Nine Hundred Eighty-One dollars and 00/100's ($114,981.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 5th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-4

APPROVED:

Michael A. Pastor, Chairman of the Board

Law Offices of Barry Standifird, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 041515-4
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 7TH day of July, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICES OF BARRY STANDIFIRD** of the City of Payson, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and/or provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICES OF BARRY STANDIFIRD** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **ONE HUNDRED AND FOURTEEN THOUSAND, NINE HUNDRED AND EIGHTY-ONE DOLLARS ($114,981.00) PER YEAR,** payable at the rate of **NINE THOUSAND, FIVE HUNDRED AND EIGHTY-ONE DOLLARS AND SEVENTY FIVE CENTS ($9581.75) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 4-6 Felony cases,** and will be subject to appointments in felony classes 2 – 3, and other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-4

APPROVED:

Michael A. Pastor, Chairman of the Board

Law Offices of Barry Standifird, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-4456 **Consent Agenda Item 5. U.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 041415-3 - with Timothy V. Nelson

Background Information

On July 7, 2015, the Board of Supervisors approved Professional Services Contract 041415-3 with Timothy V. Nelson, whereby Timothy V. Nelson will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of $83,748.

On July 26, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract 041415-3 with Timothy V. Nelson, extending the term of the contract for one additional year, from July 1, 2016 to June 30, 2017; and added some additional language to the contract.

Evaluation

Amendment No. 2 to Professional Services Contract 041415-3 with Timothy V. Nelson extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $83,748 without prior written authorization of the county; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract 041415-3 with Timothy V. Nelson to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $83,748 without prior written authorization of the county; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $83,748 without prior written authorization of the county; and to add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract 041415-3 with Timothy V. Nelson to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $83,748 without prior written authorization of the County, and add some additional language to the contract.

Attachments

Amendment No. 2-Tim Nelson

Amendment No.1-Timothy Nelson

Professional Services Agreement No. 041415-3-Timothy Nelson

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041415-3

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041415-3
LEGAL SERVICES

TIMOTHY V. NELSON

Effective June 07, 2015, Gila County and Timothy V. Nelson entered into a contract whereby Timothy V. Nelson agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041415-3 was executed on July 26, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Professional Services Contract 041415-3 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041415-3 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Services Contract No. 041415-3 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Eighty-Three Thousand, Seven Hundred Forty-Eight dollars and 00/100's ($83,748.00) without prior written approval from the county; and to add the language: 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.

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, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-3

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Timothy V. Nelson, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041415-3

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041415-3
LEGAL SERVICES

TIMOTHY V. NELSON

Effective June 07, 2015, Gila County and Timothy V. Nelson entered into a contract whereby Timothy V. Nelson agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041415-3 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041415-3 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Services Contract No. 041415-3 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Eighty-Three Thousand, Seven Hundred Forty-Eight dollars and 00/100's ($83,748.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

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, three (3) 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 26Th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-3

APPROVED:

Michael A. Pastor, Chairman of the Board

Timothy V. Nelson, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 041415-3
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 7th day of July, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, TIMOTHY V. NELSON** of the City of Queen Creek, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **TIMOTHY NELSON** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Criminal Defense Compensation: The attorney agrees to provide legal services for the sum of **EIGHTY-THREE THOUSAND, SEVEN HUNDRED AND FORTY-EIGHT DOLLARS ($83,748.00) PER YEAR,** payable at the rate of **SIX THOUSAND, NINE HUNDRED AND SEVENTY-NINE DOLLARS ($6,979.00) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 4-6 Felony cases,** and will be subject to appointments in felony classes 2-3, and other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. **Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. **Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. **Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. **Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. **Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. **Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. **Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. **Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-3

APPROVED:

Michael A. Pastor, Chairman of the Board

Timothy V. Nelson, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

ARF-4459 **Consent Agenda Item 5. V.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Superior Court		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Amendment No. 3 to Professional Services Contract No. 041515-3 - Myers and Associates, PLLC.

Background Information

On June 9, 2015, the Board of Supervisors approved Professional Services Contract No. 041515-3 with Myers and Associates, PLLC, whereby Myers and Associates, PLLC will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for a period from July 1, 2015, to June 30, 2016. The original contract was executed for an amount not to exceed $51,000 without written authorization.

On July 5, 2016, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 041515-3 with Myers and Associates, PLLC, to increase the contract amount to $57,930.

On August 2, 2016, The Board of Supervisors approved Amendment No. 2 to Professional Services Contract No. 041515-3 with Myers and Associates, PLLC extending the contract for one additional year, from July 1, 2016 to June 30, 2017; increased the contract amount to $56,500; and added some additional language to the contract.

Evaluation

Amendment No. 3 to Professional Services Contract 041515-3 to Professional Services Contract No. 041515-3 with Myers and Associates, PLLC extends the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $51,000; and adds some additional language to the contract.

Conclusion

Court Administration wishes to execute Amendment No. 3 to Professional Services Contract 041515-3 with Myers and Associates, PLLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $51,000; and add some additional language to the contract.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018 with a contract amount not to exceed $51,000; and add some additional language to the contract.

Suggested Motion

Approval of Amendment No. 3 to Professional Services Contract 041515-3 with Myers and Associates, PLLC to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed $51,000, and add some additional language to the contract.

Attachments

Myers & Associates-Amendment No. 3

Amendment No. 2 to Contract No. 041515-3 with Myers & Associates

Amendment No. 1 Jamie Myers

Professional Services Contract No. 041515-3 Jamie Myers

Approved as to Form

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-3

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-3
LEGAL SERVICES

MYERS & ASSOCIATES

Effective June 09, 2015, Gila County and Myers & Associates entered into a contract whereby Myers & Associates agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-3 was executed on July 5, 2016 to increase the original contract amount by Six Thousand Nine Hundred Thirty Dollars and 00/100's ($6,930.00), for a new contract amount of Fifty-Seven Thousand Nine Hundred Thirty dollars and 00/100's ($57,930.00), for the contract term of July 01, 2015 to June 30, 2016.

Amendment No. 2 to Professional Services Contract No. 041515-3 was executed on August 02, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 2** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; served to add to Article III–Compensation, Costs, and Billing Procedures-A, the clause "Special Appointment Compensation: The attorney agrees to provide legal services for special appointments as follows: $300.00 per appointment as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case; and $1000.00 per appointment as Guardian ad Litem or **"BEST INTERESTS"** Attorney**; and** served to increase the original contract amount of $51,000.00 by, Five Thousand, Five Hundred Dollars and 00/100's ($5,500.00).

Professional Services Contract 041515-3 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 3 to Professional Services Contract No. 041515-3 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 3 to Professional Service Contract No. 041515-3 will serve to add the language: 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.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Fifty-One Thousand dollars and 00/100's ($51,000.00) without prior written approval from the County; and to add the language: 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.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2017 to June 30, 2018 renewal term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-3

APPROVED:

_____
Tommie C. Martin, Chairman of the Board

_____
Myers & Associates, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-3

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-3
LEGAL SERVICES

MYERS & ASSOCIATES

Effective June 09, 2015, Gila County and Myers & Associates entered into a contract whereby Myers & Associates agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-3 was executed on to increase the contract amount by Six Thousand Nine Hundred Thirty dollars and 00/100's ($6,930.00), for a new total contract amount of Fifty-Seven Thousand Nine Hundred Thirty dollars and 00/100's ($57,930.00), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Professional Services Contract 041515-3 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 041515-3 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 2 to Professional Service Contract No. 041515-3 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Additionally, Amendment No. 2 to Professional Service Contract No. 041515-3 will serve to add to Article III –Compensation, Costs, and Billing Procedures-A, the clause "Special Appointment Compensation: The attorney agrees to provide legal services for special appointments as follows: $300.00 per appointment as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case; and $1000.00 per appointment as Guardian ad Litem or **"BEST INTERESTS"** Attorney.

Further, Amendment No. 2 to Professional Service Contract No. 041515-3 will serve to increase the original contract amount of $51,000.00 by, Five Thousand, Five Hundred Dollars and 00/100's ($5,500.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017; to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; to add the sentence Special Appointment Compensation: and to increase the contract amount by $5,500.00 for a new total contract amount not to exceed Fifty-Six Thousand, Five Hundred dollars and 00/100's ($56,500.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2016 to June 30, 2017 renewal term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-3

APPROVED:

Michael A. Pastor, Chairman of the Board

Myers & Associates, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-3

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 041515-3
LEGAL SERVICES

MYERS & ASSOCIATES

Effective June 09, 2015, Gila County and Myers & Associates entered into a contract whereby Myers & Associates agreed to provide Legal Services to the Superior Court in Gila County.

The Gila County Superior Court would like to increase the original contract amount by an additional Six Thousand Nine Hundred Thirty dollars and 00/100's, to provide legal services for indigent citizens. Attorney Myers has exceeded the amended contract amount of $51,000.00. An additional $6,930.00 is projected to cover the remainder of the contract term.

Amendment No. 1 to Professional Services Contract No. 041515-3 will serve to increase the contract amount by Six Thousand Nine Hundred Thirty dollars and 00/100's ($6,930.00), for a new total contract amount of Fifty-Seven Thousand Nine Hundred Thirty dollars and 00/100's ($57,930.00), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Consequently, the contract is amended to increase the contract amount by $6,930.00 for a new total contract amount not to exceed Fifty-Seven Thousand, Nine Hundred Thirty dollars and 00/100's ($57,930.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2016 to June 30, 2017 renewal term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-3

APPROVED:

Michael A. Pastor, Chairman of the Board

Myers & Associates, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
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GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 041515-3
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, MYERS AND ASSOCIATES, PLLC.** of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **MYERS AND ASSOCIATES, PLLC.** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT.** Total compensation for Indigent Dependency Representation shall not exceed **FIFTY-ONE THOUSAND ($51,000) DOLLARS**, for the period of the contract without advance written authorization. Invoices may be submitted bi-weekly for payment in 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Dependency cases,** and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the special actions and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Special Actions and Appeals: Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

D. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

E. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation with the exception of annual recertification.

F. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply when practicable. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the client must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference or time prescribed by court order or rules of procedure so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Mediation/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the client must be personally present.

2) **Request:** Any party may request a mediation or settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

F. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

G. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including court costs, may be imposed for late requests for continuances, whether granted or not.

H. Motions and Orders to Transport:

1) **Preparation:** When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

I. **Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-3

APPROVED:

Michael A. Pastor, Chairman of the Board

Myers and Associates, PLLC. Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-4460 **Consent Agenda Item** **5. W.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Superior Court		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-17 to 06-30-18	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Amendment No 6 to Professional Services Contract No. 071415 - Samantha Elledge.

Background Information

On July 29, 2015, the County Manager approved Professional Services Contract No. 071415 with Samantha Sue Elledge, whereby Ms. Elledge would provide legal services for indigent citizens as appointed by the Superior Court in Gila County for a period from July 1, 2015, to June 30, 2016. The original contract was executed for an amount not to exceed $10,000 without written authorization.

On November 3, 2015, the County Manager approved Amendment No. 1 to Professional Services Contract No. 071415 to increase the contract amount to $30,000.

On April 13, 2016, the County Manager approved Amendment No. 2 to Professional Services Contract No. 071415 to increase the contract amount to $40,000.

On June 15, 2016, the County Manager approved Amendment No. 3 to Professional Services Contract No. 071415 to increase the contract amount to $44,600.

On July 26, 2016, the Board of Supervisors approved Amendment No. 4 to Professional Services Contract No. 071415, which renewed the contract

for on additional year beginning July 1, 2016, to June 30, 2017; increased the contract amount to $26,800; and added the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract."

On February 21, 2017, the Board of Supervisors approved Amendment No. 5 to Professional Services Contract No. 071415, to increase the contract amount to $46,200; and added some language to the contract.

Evaluation

Amendment No. 6 to Professional Services Contract No. 071415 with Samantha Elledge extends the term of the contract for one additional year from July 1, 2017, to June 30, 2018; and increases the contract amount by $6,200 to $52,400.

Conclusion

Court Administration wishes to execute Amendment No. 6 to Professional Services Contract No. 071415 with Samantha Elledge to extend the term of the contract for one additional year from July 1, 2017, to June 30, 2018; and increase the contract amount by $6,200 to $52,400 with a contract amount not to exceed $52,400 without prior written authorization from the County.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; and increase the contract amount by $6,200 to $52,400 with a contract amount not to exceed $52,400 without prior written authorization from the County.

Suggested Motion

Approval of Amendment No. 6 to Professional Services Contract No. 071415 with Samantha Elledge to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; and increase the contract amount by $6,200 to $52,400 with a contract amount not to exceed $52,400 without prior written authorization from the County.

Attachments

Samantha Sue Elledge, PLLC-Amendment No. 6

Amendment No. 5 to Professional Services Contract No. 071415

Amendment No. 4 to Contract No. 071415

Samantha Sue Elledge-Amendment No. 3
Samantha Sue Elledge-Amendment No. 2
Samantha Sue Elledge-Amendment No. 1
Professional Services Contract No. 071415-Samantha Sue Elledge
Approved as to Form

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of $10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and 00/100's ($20,000), for a new total contract amount of Thirty Thousand dollars and 00/100's ($30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 2 to Professional Services Contract No. 071415 was executed on April 13, 2016 to increase the amended contract amount by Ten-Thousand dollars and 00/100's ($10,000), for a new total contract amount of Forty Thousand dollars and 00/100's ($40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 3 to Professional Services Contract No. 071415 was executed on June 15, 2016 to increase the amended contract amount by Four Thousand Six Hundred dollars and 00/100's ($4,600.00), for a new total contract amount of Forty-Four Thousand, Six Hundred dollars and 00/100's ($44,600), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 4 to Professional Services Contract No. 071415 was executed on July 26, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Further, Amendment No. 4 to Professional Service Contract No. 071415** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; to add to Article III-A, Compensation, Costs, and Billing Procedures, the clause "**Special Appointment Compensation:**" "The attorney agrees to provide legal services for special appointments for the sum of **THREE HUNDRED DOLLARS ($300.00) PER APPOINTMENT** as **"VICTIM'S REPRESENTATIVE"; THREE HUNDRED DOLLARS ($300.00) PER APPOINTMENT** as **ATTORNEY OR INVESTIGATOR IN A PROBATE (GUARDIANSHIP/CONSERVATORSHIP) CASE;** and **ONE THOUSAND DOLLARS ($1000.00) PER APPT AS GUARDIAN AD LITEM OR BEST INTERESTS ATTORNEY;** and to increase the original contract amount of $10,000.00 by Sixteen Thousand Eight Hundred dollars and 00/100's ($16,800.00).

Amendment No. 5 to Professional Service Contract No. 071415 was executed on February 2, 2017 to increase the amended contract amount of $26,800.00 by Nineteen Thousand, Four Hundred dollars and 00/100's ($19,400.00), for a new total contract amount of Forty-Six Thousand, Two Hundred dollars and 00/100's (46,200.00). **Further, Amendment No. 5** served to add the language: 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.

Professional Services Contract No. 071415 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 6 to Professional Services Contract No. 071415 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 6 to Professional Service Contract No. 071415 will serve to increase the amended contract amount of $46,200.00 by Six Thousand Two Hundred dollars and 00/100's ($6,200.00). It is understood by both parties, that the increase will only be drawn upon as the caseloads warrant.

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018; and to increase the contract amount by $6,200.00 for a new total contract amount not to exceed Fifty-Two Thousand, Four Hundred dollars and 00/100's ($52,400.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2017 to June 30, 2018 term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2017.

APPROVED:

Tommie C. Martin, Chairman of the Board

Samantha Sue Elledge, PLLC

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of $10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and 00/100's ($20,000), for a new total contract amount of Thirty Thousand dollars and 00/100's ($30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 2 to Professional Services Contract No. 071415 was executed on April 13, 2016 to increase the amended contract amount by Ten-Thousand dollars and 00/100's ($10,000), for a new total contract amount of Forty Thousand dollars and 00/100's ($40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 3 to Professional Services Contract No. 071415 was executed on June 15, 2016 to increase the amended contract amount by Four Thousand Six Hundred dollars and 00/100's ($4,600.00), for a new total contract amount of Forty-Four Thousand, Six Hundred dollars and 00/100's ($44,600), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 4 to Professional Services Contract No. 071415 was executed on July 26, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Further, Amendment No. 4 to Professional Service Contract No. 071415** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; to add to Article III-A, Compensation, Costs, and Billing Procedures, the clause "**Special Appointment Compensation:**" "The attorney agrees to provide legal services for special appointments for the sum of **THREE HUNDRED DOLLARS ($300.00) PER APPOINTMENT** as **"VICTIM'S REPRESENTATIVE"; THREE HUNDRED DOLLARS ($300.00) PER APPOINTMENT** as **ATTORNEY OR INVESTIGATOR IN A PROBATE (GUARDIANSHIP/CONSERVATORSHIP) CASE;** and **ONE THOUSAND DOLLARS ($1000.00) PER APPT AS GUARDIAN AD LITEM OR BEST INTERESTS ATTORNEY;** and to increase the original contract amount of $10,000.00 by Sixteen Thousand Eight Hundred dollars and 00/100's ($16,800.00).

The Gila County Superior Court would like to increase the amended contract amount by an additional Nineteen Thousand, Four Hundred dollars and 00/100's ($19,400.00), to provide legal services for indigent citizens. Attorney Elledge has exceeded the amended contract amount of $26,800.00. An additional $19,400.00 is projected to cover the remainder of the contract term.

Further, Amendment No. 5 will serve to add the language: 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.

Amendment No. 5 to Professional Service Contract No. 071415 will serve to increase the amended contract amount of $26,800.00 by Nineteen Thousand, Four Hundred dollars and 00/100's ($19,400.00), for a new total contract amount of Forty-Six Thousand, Two Hundred dollars and 00/100's (46,200.00). It is understood by both parties, that the increase will only be drawn upon as the caseloads warrant.

Consequently, the contract is amended to increase the contract amount by $19,400.00 for a new total contract amount not to exceed Forty-Six Thousand Two Hundred dollars and 00/100's ($46,200.00) without prior written approval from the County; and add the language: 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.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2016 to June 30, 2017 term of the contract.

IN WITNESS WHEREOF, three (3) 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 21st day of February, 2017.

APPROVED:

Tommie C. Martin, Chairman of the Board

Samantha Sue Elledge, PLLC

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of $10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and no/100's ($20,000), for a new total contract amount of Thirty Thousand dollars and no/100's ($30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 2 to Professional Services Contract No. 071415 was executed on April 13, 2016 to increase the amended contract amount by Ten-Thousand dollars and no/100's ($10,000), for a new total contract amount of Forty Thousand dollars and no/100's ($40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 3 to Professional Services Contract No. 071415 was executed on June 15, 2016 to increase the amended contract amount by Four Thousand Six Hundred dollars and no/100's ($4,600.00), for a new total contract amount of Forty-Four Thousand, Six Hundred dollars and no/100's ($44,600), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Professional Services Contract 071415 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 4 to Professional Services Contract No. 071415 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Further, Amendment No. 4 to Professional Service Contract No. 071415 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Further, Amendment No. 4 to Professional Service Contract No. 071415 will serve to add to Article III-A, Compensation, Costs, and Billing Procedures, the clause **"Special Appointment Compensation:"** "The attorney agrees to provide legal services for special appointments for the sum of **THREE HUNDRED DOLLARS ($300.00) PER APPOINTMENT** as **"VICTIM'S REPRESENTATIVE"; THREE HUNDRED DOLLARS ($300.00) PER APPOINTMENT** as **ATTORNEY OR INVESTIGATOR IN A PROBATE (GUARDIANSHIP/CONSERVATORSHIP) CASE;** and **ONE THOUSAND DOLLARS ($1000.00) PER APPT AS GUARDIAN AD LITEM OR BEST INTERESTS ATTORNEY.**

Further, Amendment No. 4 to Professional Service Contract No. 071415 will serve to increase the original contract amount of $10,000.00 by Sixteen Thousand Eight Hundred dollars and 00/100's ($16,800.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017; to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; to add the language " Special Appointment Compensation"; and to increase the contract amount by $16,800.00 for a new total contract amount not to exceed Twenty-Six Thousand Eight Hundred dollars and 00/100's ($26,800.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2016 to June 30, 2017 term of the contract.

IN WITNESS WHEREOF, three (3) 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 26th day of July, 2016.

APPROVED:

Michael A. Pastor, Chairman of the Board

Samantha Sue Elledge, PLLC

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of $10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and no/100's ($20,000), for a new total contract amount of Thirty Thousand dollars and no/100's ($30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 2 to Professional Services Contract No. 071415 was executed on April 13, 2016 to increase the amended contract amount by Ten-Thousand dollars and no/100's ($10,000), for a new total contract amount of Forty Thousand dollars and no/100's ($40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

The Gila County Superior Court would like to increase the amended contract amount by an additional Four Thousand Six Hundred dollars and no/100's, to provide legal services for indigent citizens. Attorney Elledge has exceeded the amended contract amount of $40,000.00. An additional $4,600.00 is projected to cover the remainder of the contract term

Amendment No. 3 to Professional Services Contract No. 071415 will serve to increase the amended contract amount by Four Thousand Six Hundred dollars and no/100's ($4,600.00), for a new total contract amount of Forty-Four Thousand, Six Hundred dollars and no/100's ($44,600), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2015 to June 30, 2016 term of the contract.

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 15th day of June, 2016.

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

Samantha Sue Elledge, PLLC.

Date: 6/15/16

Print Name

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of $10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and no/100's ($20,000), for a new total contract amount of Thirty Thousand dollars and no/100's ($30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

The Gila County Superior Court would like to increase the amended contract amount by an additional Ten Thousand dollars and no/100's, to provide legal services for indigent citizens. Attorney Elledge has exceeded the amended contract amount of $30,000.00. An additional $10,000.00 is projected to cover the remainder of the contract term.

Amendment No. 2 to Professional Services Contract No. 071415 will serve to increase the amended contract amount by Ten-Thousand dollars and no/100's ($10,000), for a new total contract amount of Forty Thousand dollars and no/100's ($40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2015 to June 30, 2016 term of the contract.

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 13th day of April, 2016.

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

Samantha Sue Elledge, PLLC.

Date: 4/13/16

Samantha Elledge
Print Name

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of $10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 will serve to increase the contract amount by Twenty-Thousand dollars and no/100's ($20,000), for a new total contract amount of Thirty Thousand dollars and no/100's ($30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the case loads warrant.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2015 to June 30, 2015 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 03RD day of NOVEMBER, 2015.

GILA COUNTY:

11/3/15

Don E. McDaniel, Jr., County Manager

Samantha Elledge

Samantha Sue Elledge, PLLC.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 071415
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 29th day of July, **2015**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, SAMANTHA SUE ELLEDGE, PLLC of LAW OFFICE OF SAMANTHA SUE ELLEDGE, PLLC** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICE OF SAMANTHA SUE ELLEDGE, PLLC** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT.** Total compensation for Indigent Dependency Representation shall not exceed **TEN THOUSAND ($10,000) DOLLARS**, for the period of the contract without advance written authorization. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Dependency cases,** and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the special actions and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Special Actions and Appeals: Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

D. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

E. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation with the exception of annual recertification.

F. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply when practicable. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the client must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference or time prescribed by court order or rules of procedure so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Mediation/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the client must be personally present.

2) **Request:** Any party may request a mediation or settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

F. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

G. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including court costs, may be imposed for late requests for continuances, whether granted or not.

H. Motions and Orders to Transport:

1) **Preparation:** When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

I. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 071415

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

Law Office of Samantha Sue Elledge, PLLC

Samantha Sue Elledge, Attorney

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-4461 **Consent Agenda Item** **5. X.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2017 to June 30, 2018	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request for Approval of Professional Services Contract No. 051117 - Law Offices of Daniel Thulin, LLC.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for indigent citizens in the categories of felony and misdemeanor criminal actions, delinquency, dependency, and mental health cases, as well as mediation services. These attorneys have, in prior years, executed a Letter of Understanding between themselves and the Superior Court.

On June 24, 2014, the Board of Supervisors approved the Professional Services Contracts for many of the attorneys of which the Superior Court in Gila County utilizes on an annual basis.

Evaluation

The Professional Services Contract that is offered to the attorneys utilized by the Superior Court in Gila County meets and satisfies compliance requirements of Gila County procurement procedures and Board approved policies. In addition to being an appropriate business practice, the contract will allow for a Purchase Order to be issued, which will facilitate the accounting and payment processes.

The contract will also serve to clearly identify and set expectations for the performance of the attorney. Professional Services Contract No. 051117

with Emily the Law Offices of Daniel Thulin, LLC is identical to the contractual language in the previously approved attorney contracts, with changes having been made only to the scope of work and the amount of compensation.

Conclusion

In addition to identifying procurement procedures, the Gila County Statement of Operating Procedures for the Procurement Group was designed to facilitate the flow of issuing contracts, issuing purchase orders and issuing payment to Gila County vendors, while maintaining State mandated due diligence procedures. By entering into a Professional Services Contract with the Law Offices of Daniel Thulin, LLC to provide professional legal defense services for the Superior Court in Gila County, the policies and procedures adopted by the Board of Supervisors for procurement processes will be satisfied.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends approving Professional Services Contract No. 051117 with the Law Offices of Daniel Thulin, LLC to provide professional legal defense services, which the Court utilizes on an annual basis.

Suggested Motion

Approval of Professional Services Contract No. 051117 with the Law Office of Daniel Thulin, LLC in the amount of $30,000 to provide professional legal defense services for the Superior Court in Gila County for the period July 1, 2017, to June 30, 2018.

Attachments

Law Offices of Daniel Thulin, LLC-Professional Services Contract No. 051117

Approved as to Form

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. 8753

GILA COUNTY

www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 051117
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2016,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICES OF DANIEL THULIN, LLC** of the City of Gilbert, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2017 TO JUNE 30, 2018.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICES OF DANIEL THULIN, LLC** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2017 TO JUNE 30, 2018.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

E. 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.

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **THIRTY THOUSAND ($30,000.00) DOLLARS** for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit a monthly invoice for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Dependency cases,** and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

C. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 051117

APPROVED:

Tommie C. Martin, Chairman of the Board

Law Offices of Daniel Thulin, LLC

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-4464 **Consent Agenda Item 5. Y.**

Regular BOS Meeting

Meeting Date:	08/08/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2017-2018	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2017 to June 30, 2018	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request for Approval of Professional Services Contract No. 051017 - Law Office of Harriette P. Levitt.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for indigent citizens in the categories of felony and misdemeanor criminal actions, delinquency, dependency, and mental health cases, as well as mediation services. These attorneys have, in prior years, executed a Letter of Understanding between themselves and the Superior Court.

On June 24, 2014, the Board of Supervisors approved the Professional Services Contracts for many of the attorneys of which the Superior Court in Gila County utilizes on an annual basis.

Evaluation

The Professional Services Contract that is offered to the attorneys utilized by the Superior Court in Gila County meets and satisfies compliance requirements of Gila County procurement procedures and Board approved policies. In addition to being an appropriate business practice, the contract will allow for a Purchase Order to be issued, which will facilitate the accounting and payment processes.

The contract will also serve to clearly identify and set expectations for the

performance of the attorney. Professional Services Contract No. 051017 with the Law Office of Harriette P. Levitt is identical to the contractual language in the previously approved attorney contracts, with changes having been made only to the scope of work and the amount of compensation.

Conclusion

In addition to identifying procurement procedures, the Gila County Statement of Operating Procedures for the Procurement Group was designed to facilitate the flow of issuing contracts, issuing purchase orders and issuing payment to Gila County vendors, while maintaining State mandated due diligence procedures. By entering into a Professional Services Contract with the Law Office of Harriette P. Levitt to provide professional legal defense services for the Superior Court in Gila County, the policies and procedures adopted by the Board of Supervisors for procurement processes will be satisfied.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends approving Professional Services Contract No.051017 with the Law Office of Harriette P. Levitt to provide professional legal defense services, which the Court utilizes on an annual basis.

Suggested Motion

Approval of Professional Services Contract No. 051017 with the Law Office of Harriette P. Levitt in the amount of $10,500 to provide professional legal defense services for the Superior Court in Gila County for the period July 1, 2017, to June 30, 2018.

Attachments

Harriette P. Levitt-Professional Services Contract No. 051017

Approved as to Form

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. 8753

GILA COUNTY

www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 051017
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2017,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICE OF HARRIETTE P. LEVITT** of the City of Tucson, County of Pima, State of Arizona, hereinafter called the **ATTORNEY,** for professional legal defense services from **JULY 1, 2017 TO JUNE 30, 2018.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICE OF HARRIETTE P. LEVITT** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2017 TO JUNE 30, 2018.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

E. 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.

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Appellate or Post-Conviction Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **TEN THOUSAND FIVE HUNDRED DOLLARS ($10,500.00) DOLLARS** for the period of the contract without advance written authorization.

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3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

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IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: The attorney will be assigned **appellate or post-conviction relief cases** on an "as needed" basis.

B. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

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2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 0501017

APPROVED:

Tommie C. Martin, Chairman of the Board

Law Office of Harriette P. Levitt, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-4453 **Consent Agenda Item 5. Z.**

Regular BOS Meeting

Meeting Date: 08/08/2017
Submitted For: Sarah White, Chief Administrative Officer
Submitted By: Marian Sheppard, Clerk of the Board
Department: Sheriff's Office

Information

Request/Subject

Correctional Officers Retirement Plan (CORP) Appointments to Local Governing Boards.

Background Information

The CORP Local Board of Directors for Gila County Sheriff's Office Detention Officers and Non-Uniformed Officers is comprised of five governing board members who serve four-year terms of office. The CORP Local Board of Directors for Gila County Sheriff's Office Dispatchers is also comprised of five governing board members who serve four-year terms of office. Per statutory requirement, three of the five members on each of these boards must be appointed by the Board of Supervisors. At present there are two "citizen" vacancies on each of these boards for the four-year terms of office that began on January 1, 2016.

Greg Freistad has accepted an invitation to serve on the CORP Local Board of Directors for Gila County Sheriff's Office Detention Officers and Non-Uniformed Officers represented as a "citizen" per statutory requirement.

Darlene Younker has accepted an invitation to serve on the CORP Local Board of Directors for Gila County Sheriff's Office Dispatchers represented as a "citizen" per statutory requirement.

Evaluation

Per A.R.S. § 38-893, the Board of Supervisors appoints "citizen" members to the two CORP Local Boards.

Conclusion

The Board of Supervisors needs to appoint Greg Freistad and Darlene Younker to the respective CORP Local Boards as listed above.

Recommendation

It is recommended that the Board of Supervisors appoint Greg Freistad and Darlene Younker to the respective CORP Local Boards as listed above.

Suggested Motion

Approval to appoint Greg Freistad to the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Gila County Sheriff's Office Detention Officers and Non-Uniformed Officers for the term beginning on August 8, 2017, through December 31, 2019; and to appoint Darlene Younker to the CORP Local Board of Directors for Gila County Sheriff's Office Dispatchers for the term beginning on August 8, 2017, through December 31, 2019.

Attachments

Correctional Officers Retirement Plan - Detention Officers and Non-Uniformed Officers

Correctional Officers Retire Plan - Office Dispatchers

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-
FOR GILA COUNTY SHERIFF'S OFFICE DETENTION OFFICERS AND NON-UNIFORMED OFFICERS
(Proposed to the BOS on 8/8/17)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Tim Humphrey (appointed by BOS)	B	A (02/07/17)	-	01/01/17-12/31/20 BOS reviews appointment on a yearly basis.	01/01/17-12/31/20 Coincides with Supervisor's term.
VACANCY-Citizen (Personnel Commission Chairman and appointed by BOS)	B	J. Barber's term on the Personnel Commission expired 12/31/16, and he did not want to be reappointed.	H.R. is looking for a candidate to fill this position.	?- 12/31/17	01/01/14-12/31/17
Greg Freistad -Citizen (appointed by BOS)	B	A (08/08/17)	-	08/08/17-12/31/19	01/01/16-12/31/19
Violeta Worthey -MEMBER (elected by Plan members	C	B (05/03/16)	-	04/07/16 – 12/31/19	01/01/16-12/31/19
Erich Kenney-MEMBER (elected by Plan members)	C	A (03/15/16)	-	10/06/15-12/31/17	01/01/14-12/31/17

[1] Appointment Information:
- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent "Citizens" and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS "acknowledges" those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member's and 1 Citizen's term of office will end on the same date; and the other Member's and Citizen's term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

[2] Appointment Designation:
- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type
- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS
(Proposed to the BOS on 8/8/17)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Woody Cline (appointed by BOS as Chairman)	B	A (02/07/17)	-	01/01/17-12/31/20 BOS reviews appointment on a yearly basis.	01/01/17-12/31/20 Coincides with Supervisor's term.
VACANCY-Citizen (Personnel Commission Chairman and appointed by BOS)	B	J. Barber's term on the Personnel Commission expired 12/31/16, and he did not want to be reappointed.	H.R. is looking for a candidate to fill this position.	?-12/31/17	01/01/14-12/31/17
Darlene Younker – Citizen (appointed by BOS)	B	A (08/08/17)	-	08/08/17-12/31/19	01/01/16-12/31/19
Belinda Licano (elected by Plan members)	C	B (05/03/16) (Lyndi Lopez)	-	04/07/16-12/31/17	01/01/14-12/31/17
Yvette Baxley (elected by Plan members)	C	A (05/03/16)	-	04/07/16-12/31/19	01/01/16-12/31/19

[1] Appointment Information:
- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent "Citizens" and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS "acknowledges" those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member's and 1 Citizen's term of office will end on the same date; and the other Member's and Citizen's term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

[2] Appointment Designation:
- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type
- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-4474 **Consent Agenda Item** **5. AA.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: Recorder's Office Monthly Reports for May and June 2017

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Reports for May and June 2017.

Suggested Motion

Acknowledgement of the May and June 2017 monthly activity reports submitted by the Recorder's Office.

Attachments

May Monthly Report

June Monthly Report

Gila County Recorder

REPORT FOR THE MONTH OF MAY 2017

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Bingham

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
119814 JUL 24 2

DATE 7/19/17

CONTRACT #

GRANT #

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD May 1-31, 2017

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.3400.99		Recording Fee	13442.	59
7145.120.3400.99		Recorder Storage	4438	.00
7146.120.3400.99		Mining Fees	0	—
7147.120.3400.99		Computer Svs.	800	00
			18880.	59

Preparer Signature: Title Chief Deputy

Approved Signature: Title Kindle

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	18880 59
Total	18880 59

TREASURER By Date 7/24/17

ORIGINAL OFFICE

127468

Bank Deposit

From05/01/2017To05/31/2017

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,423.50	
Check	$11,180.50	
Electronic Transfer	$6,331.50	
Total Deposit	$18,935.50	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
5214	May 1, 2017	11_Payson_Mon / 5114	$411.00	$411.00		Bank Account
5215	May 1, 2017	1_ReceiptStation1_Mon / 5113	$437.00	$437.00		Bank Account
5216	May 2, 2017	2_ReceiptStation1_Tue / 5116	$274.00	$274.00		Bank Account
5217	May 2, 2017	12_Payson_Tue / 5117	$571.00	$571.00		Bank Account
5218	May 3, 2017	previousday / 5119	$0.00	$0.00		Bank Account
5220	May 3, 2017	3_ReceiptStation1_Wed / 5118	$281.00	$281.00		Bank Account
5222	May 4, 2017	4_ReceiptStation1_Thu / 5121	$344.00	$344.00		Bank Account
5223	May 4, 2017	14_Payson_Thu / 5122	$497.00	$497.00		Bank Account
5225	May 5, 2017	15_Payson_Fri / 5125	$604.00	$604.00		Bank Account
5228	May 8, 2017	11_Payson_Mon / 5127	$462.00	$462.00		Bank Account
5229	May 9, 2017	12_Payson_Tue / 5130	$478.00	$478.00		Bank Account
5230	May 9, 2017	2_ReceiptStation1_Tue / 5129	$464.00	$464.00		Bank Account
5231	May 10, 2017	3_ReceiptStation1_Wed / 5132	$396.50	$396.50		Bank Account
5232	May 10, 2017	13_Payson_Wed / 5131	$228.00	$228.00		Bank Account
5233	May 11, 2017	4_ReceiptStation1_Thu / 5134	$310.00	$310.00		Bank Account
5234	May 11, 2017	14_Payson_Thu / 5133	$359.00	$359.00		Bank Account
5235	May 5, 2017	10_ReceiptStation2_Fri / 5124	$297.00	$297.00		Bank Account
5236	May 12, 2017	5_ReceiptStation1_Fri / 5135	$722.00	$722.00		Bank Account
5237	May 12, 2017	15_Payson_Fri / 5136	$503.00	$503.00		Bank Account
5238	May 15, 2017	1_ReceiptStation1_Mon / 5138	$1,206.50	$1,206.50		Bank Account
5239	May 15, 2017	11_Payson_Mon / 5137	$908.00	$908.00		Bank Account
5240	May 16, 2017	2_ReceiptStation1_Tue / 5139	$564.00	$564.00		Bank Account
5241	May 16, 2017	12_Payson_Tue / 5140	$424.00	$424.00		Bank Account
5242	May 17, 2017	3_ReceiptStation1_Wed / 5141	$472.00	$472.00		Bank Account
5243	May 17, 2017	13_Payson_Wed / 5142	$451.00	$451.00		Bank Account
5244	May 18, 2017	14_Payson_Thu / 5144	$302.00	$302.00		Bank Account
5245	May 18, 2017	4_ReceiptStation1_Thu / 5143	$601.00	$601.00		Bank Account
5246	May 19, 2017	5_ReceiptStation1_Fri / 5146	$202.00	$202.00		Bank Account
5247	May 19, 2017	15_Payson_Fri / 5145	$865.00	$865.00		Bank Account
5248	May 22, 2017	1_ReceiptStation1_Mon / 5147	$1,071.00	$1,071.00		Bank Account
5249	May 22, 2017	11_Payson_Mon / 5148	$397.00	$397.00		Bank Account
5250	May 23, 2017	2_ReceiptStation1_Tue / 5149	$193.00	$193.00		Bank Account
5251	May 23, 2017	12_Payson_Tue / 5150	$638.00	$638.00		Bank Account
5252	May 24, 2017	3_ReceiptStation1_Wed / 5151	$805.00	$805.00		Bank Account
5253	May 24, 2017	13_Payson_Wed / 5152	$587.00	$587.00		Bank Account
5254	May 25, 2017	4_ReceiptStation1_Thu / 5153	$772.00	$772.00		Bank Account
5255	May 25, 2017	14_Payson_Thu / 5154	$612.00	$612.00		Bank Account
5256	May 26, 2017	10_ReceiptStation2_Fri / 5155	$7,173.00	$7,173.00		Bank Account
5257	May 26, 2017	15_Payson_Fri / 5156	$831.50	$831.50		Bank Account
5258	May 30, 2017	2_ReceiptStation1_Tue / 5157	$1,103.50	$1,103.50		Bank Account
5259	May 30, 2017	12_Payson_Tue / 5158	$828.00	$828.00		Bank Account
5260	May 31, 2017	3_ReceiptStation1_Wed / 5159	$988.00	$988.00		Bank Account
5261	May 31, 2017	13_Payson_Wed / 5160	$671.00	$671.00		Bank Account

Bank Deposit

From05/01/2017To05/31/2017

5263	May 31, 2017	previousday / 5162	$278.00	$278.00	Bank Account
5276	May 31, 2017	previousday / 5176	$230.00	$230.00	Bank Account
5277	May 8, 2017	1_ReceiptStation1_Mon / 5126	$1,719.00	$1,719.00	Bank Account

Total	$32,531.00	$32,531.00
Non-Deposit Total	($13,595.50)	($13,595.50)
Deposit Total	$18,935.50	$18,935.50
Total Till Over/Short		$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$7,264.00	($7,200.00)	$64.00
Cash	Cash/Check	$12,604.00	$0.00	$12,604.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$48.00	($48.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$48.00	($48.00)	$0.00
ETransfer	Electronic Transfers	$6,331.50	$0.00	$6,331.50
	Total	$26,295.50	($7,296.00)	$18,999.50
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$96.00	($96.00)	$0.00
	Total	$96.00	($96.00)	$0.00
Expense				
	Total	$0.00	$0.00	$0.00
Revenue				
1005-120-01-4612-001	Copies	$0.00	($413.50)	($413.50)
1005-120-01-4612-002	Certified Seal	$0.00	($72.00)	($72.00)
1005-120-01-4612-003	Postage	$0.00	($21.00)	($21.00)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($422.00)	($422.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($87.00)	($87.00)
1005-120-01-4612-012	Overpayment	$0.00	($47.00)	($47.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($62.00)	($62.00)
1005-120-01-4612-023	Recording Fee	$0.00	($12,555.00)	($12,555.00)
1005-120-01-4612-026	Refunds	$0.00	($82.00)	($82.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($4,438.00)	($4,438.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($800.00)	($800.00)
eRecording	eRecording	$6,235.50	($6,235.50)	$0.00
	Total	$6,235.50	($25,235.00)	($18,999.50)
	Total	$32,627.00	($32,627.00)	$0.00

13761.50

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$12,604.00	$0.00	$12,604.00
	Range Total	$12,604.00	$0.00	$12,604.00

Sadie Bingham
Gila County Recorder

Month	FY No of Doc.	2016-2017 Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,150	$ 4,060.00	$ 15,137.14	$ 888.31	$ 6.00	$ 20,091.45
Aug	1,180	4,424.00	15,409.32		15.00	$ 19,848.32
Sept	1,001	3,740.00	16,203.53	11,068.15	6.00	$ 31,017.68
Oct	1,040	3,964.00	7,354.18	3,961.35		$ 15,279.53
Nov	1,012	3,820.00	18,899.20	1,253.05	4.00	$ 23,976.25
Dec	1,185	4,392.00	15,818.88	34,157.00	3.00	$ 54,370.88
Jan	998	3,412.00	17,895.72	16,740.00	2.00	$ 38,049.72
Feb	1,087	4,131.00	13,621.75	720.00	2.00	$ 18,474.75
Mar	1,060	3,996.00	9,938.61	800.00	0.00	$ 14,734.61
Apr	1,093	3,943.00	13,768.23	800.00	0.00	$ 18,511.23
May	1,172	4,438.00	13,642.59	800.00	0.00	$ 18,880.59
June						$ -
Total	**11,978**	**$ 44,320.00**	**$ 157,689.15**	**$ 71,187.86**	**$ 38.00**	**$ 273,235.01**

Fiscal Year All Monies **$ 273,235.01**

Report for May 2017

SECTION I		CREDIT	DEBIT	TOTAL
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	13,531.50	-	13,531.50
	PAID OUT OF SUSPENSE ACCT	-	(13,595.50)	(13,595.50)
	RECORDING FEES	13,761.50	-	13,761.50
	REFUNDS-EXCESS FEES	-	(55.00)	(55.00)
	INTEREST PD TO ACCT	0.09	-	0.09
Staled Checks		-	-	-
TOTAL 1005 FUNDS		27,293.09	(13,650.50)	13,642.59
SECTION II				
	7145 FUND (RECORDER)	4,438.00		4,438.00
	7146 FUND (MINING - 80% STATE TREAS)			-
	7146 FUND (MINING - 20% RECORDER)			-
	7147 FUND (COMPUTER SVCS)	800.00		800.00
TOTAL SEC II FUNDS		5,238.00	-	5,238.00
COMBINED TOTALS - TOTAL FEES COLLECTED		32,531.09	(13,650.50)	18,880.59

House Account Summary

Gila County AZ Recorder

For the Period of 05/01/2017 - 05/31/2017

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(50.00)	11.00	0.00	(39.00)
ADOT	AZ DEPT OF TRANS	(260.00)	0.00	0.00	(260.00)
APS	APS/COPIES	(155.00)	3.00	0.00	(152.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	(301.00)	48.00	0.00	(253.00)
AWC	ARIZONA WATER COMPANY	(105.00)	6.00	0.00	(99.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
CRSI	Colorado Records Sooner Inc	(89.00)	0.00	0.00	(89.00)
CTS	COMPLETE TITLE SOLUTIONS	(91.00)	3.00	0.00	(88.00)
D2	D2 SURVEYING LLC	(57.00)	72.00	(200.00)	(185.00)
DS	DATA SERVICES	(1,000.00)	1,630.00	(1,630.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	408.00	(408.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(85.00)	0.00	0.00	(85.00)
FARES	CORELOGIC	(2,251.40)	190.00	0.00	(2,061.40)
FATM	FIRST AMERICAN MICROFICHE	(1,923.20)	245.00	0.00	(1,678.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(423.20)	190.00	0.00	(233.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(102.00)	0.00	0.00	(102.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	70.00	(70.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(111.00)	0.00	0.00	(111.00)
Ingeo	Ingeo - eRecording	(1,127.00)	841.00	(841.00)	(1,127.00)

House Account Summary

Gila County AZ Recorder

For the Period of 05/01/2017 - 05/31/2017

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
IRS	INTERNAL REVENUE SERVICE	(82.00)	96.00	(96.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(174.00)	0.00	0.00	(174.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(2,096.00)	175.00	0.00	(1,921.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(5,726.00)	6,268.00	(7,000.00)	(6,458.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(177.00)	53.00	0.00	(124.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	3,286.50	(3,286.50)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,035.20)	0.00	0.00	(1,035.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
Totals		**(24,746.20)**	**13,595.50**	**(13,531.50)**	**(24,682.20)**

Gila County Recorder

REPORT FOR THE MONTH OF JUNE 2017

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
119813 JUL 24

DATE 7/19/17

CONTRACT #

GRANT #

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD June 1-30, 2017

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.3400.99		Recording Fee	7467	68
7145.120.3400.99		Recorder Storage	4161	—
7146.120.3400.99		Mining Fees	0	—
7147.120.3400.99		Computer Svs	540	—
			12168	68

Preparer Signature: Title Chief Deputy

Approved Signature: Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	12168 68
Total	12168 68

TREASURER By Date 7/24/17

ORIGINAL OFFICE

127469

Sadie Bingham
Gila County Recorder

Month	FY No of Doc.	2016-2017 Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,150	$ 4,060.00	$ 15,137.14	$ 888.31	$ 6.00	$ 20,091.45
Aug	1,180	4,424.00	15,409.32		15.00	$ 19,848.32
Sept	1,001	3,740.00	16,203.53	11,068.15	6.00	$ 31,017.68
Oct	1,040	3,964.00	7,354.18	3,961.35		$ 15,279.53
Nov	1,012	3,820.00	18,899.20	1,253.05	4.00	$ 23,976.25
Dec	1,185	4,392.00	15,818.88	34,157.00	3.00	$ 54,370.88
Jan	998	3,412.00	17,895.72	16,740.00	2.00	$ 38,049.72
Feb	1,087	4,131.00	13,621.75	720.00	2.00	$ 18,474.75
Mar	1,060	3,996.00	9,938.61	800.00	0.00	$ 14,734.61
Apr	1,093	3,943.00	13,768.23	800.00	0.00	$ 18,511.23
May	1,172	4,438.00	13,642.59	800.00	0.00	$ 18,880.59
June	1,115	4,161.00	7,467.68	540.00	0.00	$ 12,168.68
Total	**13,093**	**$ 48,481.00**	**$ 165,156.83**	**$ 71,727.86**	**$ 38.00**	**$ 285,403.69**

Fiscal Year All Monies **$ 285,403.69**

Report for June 2017

		CREDIT	DEBIT	TOTAL
SECTION I				
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	7,783.00	-	7,783.00
	PAID OUT OF SUSPENSE ACCT	-	(12,456.00)	(12,456.00)
	RECORDING FEES	12,148.50	-	12,148.50
	REFUNDS-EXCESS FEES	-	(8.00)	(8.00)
	INTEREST PD TO ACCT	0.18	-	0.18
Staled Checks		-	-	-
TOTAL 1005 FUNDS		19,931.68	(12,464.00)	7,467.68
SECTION II				
	7145 FUND (RECORDER)	4,161.00		4,161.00
	7146 FUND (MINING - 80% STATE TREAS)	-	-	-
	7146 FUND (MINING - 20% RECORDER)	-		-
	7147 FUND (COMPUTER SVCS)	540.00		540.00
TOTAL SEC II FUNDS		4,701.00	-	4,701.00
COMBINED TOTALS - TOTAL FEES COLLECTED		24,632.68	(12,464.00)	12,168.68

Bank Deposit

From06/01/2017To06/30/2017

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,181.50	
Check	$3,512.00	
Electronic Transfer	$7,483.00	
Total Deposit	$12,176.50	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
5264	Jun 1, 2017	4_ReceiptStation1_Thu / 5161	$504.00	$504.00		Bank Account
5265	Jun 2, 2017	15_Payson_Fri / 5164	$751.00	$751.00		Bank Account
5266	Jun 2, 2017	5_ReceiptStation1_Fri / 5163	$191.00	$191.00		Bank Account
5267	Jun 5, 2017	1_ReceiptStation1_Mon / 5166	$566.00	$566.00		Bank Account
5268	Jun 5, 2017	11_Payson_Mon / 5165	$208.00	$208.00		Bank Account
5269	Jun 6, 2017	2_ReceiptStation1_Tue / 5167	$572.00	$572.00		Bank Account
5270	Jun 6, 2017	12_Payson_Tue / 5168	$160.00	$160.00		Bank Account
5271	Jun 7, 2017	3_ReceiptStation1_Wed / 5169	$1,237.00	$1,237.00		Bank Account
5272	Jun 7, 2017	13_Payson_Wed / 5170	$134.00	$134.00		Bank Account
5273	Jun 8, 2017	4_ReceiptStation1_Thu / 5172	$292.00	$292.00		Bank Account
5274	Jun 8, 2017	14_Payson_Thu / 5171	$315.00	$315.00		Bank Account
5275	Jun 9, 2017	previousday / 5175	$0.00	$0.00		Bank Account
5278	Jun 9, 2017	15_Payson_Fri / 5174	$758.00	$758.00		Bank Account
5279	Jun 9, 2017	5_ReceiptStation1_Fri / 5173	$592.00	$592.00		Bank Account
5280	Jun 12, 2017	1_ReceiptStation1_Mon / 5178	$465.00	$465.00		Bank Account
5281	Jun 12, 2017	11_Payson_Mon / 5177	$404.00	$404.00		Bank Account
5282	Jun 13, 2017	2_ReceiptStation1_Tue / 5179	$750.50	$750.50		Bank Account
5283	Jun 13, 2017	12_Payson_Tue / 5180	$186.00	$186.00		Bank Account
5284	Jun 14, 2017	3_ReceiptStation1_Wed / 5181	$725.00	$725.00		Bank Account
5285	Jun 14, 2017	13_Payson_Wed / 5182	$520.00	$520.00		Bank Account
5286	Jun 15, 2017	4_ReceiptStation1_Thu / 5183	$1,250.00	$1,250.00		Bank Account
5287	Jun 15, 2017	14_Payson_Thu / 5184	$609.00	$609.00		Bank Account
5288	Jun 16, 2017	15_Payson_Fri / 5186	$446.00	$446.00		Bank Account
5289	Jun 16, 2017	5_ReceiptStation1_Fri / 5185	$190.00	$190.00		Bank Account
5290	Jun 19, 2017	1_ReceiptStation1_Mon / 5187	$1,590.00	$1,590.00		Bank Account
5291	Jun 19, 2017	11_Payson_Mon / 5188	$480.00	$480.00		Bank Account
5292	Jun 20, 2017	2_ReceiptStation1_Tue / 5189	$413.00	$413.00		Bank Account
5293	Jun 20, 2017	12_Payson_Tue / 5190	$508.00	$508.00		Bank Account
5294	Jun 21, 2017	13_Payson_Wed / 5192	$275.00	$275.00		Bank Account
5295	Jun 21, 2017	3_ReceiptStation1_Wed / 5191	$305.00	$305.00		Bank Account
5296	Jun 22, 2017	4_ReceiptStation1_Thu / 5193	$320.00	$320.00		Bank Account
5297	Jun 22, 2017	14_Payson_Thu / 5194	$430.00	$430.00		Bank Account
5298	Jun 23, 2017	5_ReceiptStation1_Fri / 5196	$1,010.00	$1,010.00		Bank Account
5299	Jun 23, 2017	15_Payson_Fri / 5195	$598.00	$598.00		Bank Account
5300	Jun 26, 2017	1_ReceiptStation1_Mon / 5197	$1,255.00	$1,255.00		Bank Account
5301	Jun 26, 2017	11_Payson_Mon / 5198	$315.00	$315.00		Bank Account
5303	Jun 27, 2017	2_ReceiptStation1_Tue / 5199	$289.00	$289.00		Bank Account
5304	Jun 27, 2017	12_Payson_Tue / 5200	$220.00	$220.00		Bank Account
5305	Jun 28, 2017	3_ReceiptStation1_Wed / 5201	$748.00	$748.00		Bank Account
5306	Jun 28, 2017	13_Payson_Wed / 5202	$387.00	$387.00		Bank Account
5307	Jun 29, 2017	4_ReceiptStation1_Thu / 5204	$692.00	$692.00		Bank Account
5308	Jun 29, 2017	14_Payson_Thu / 5203	$333.00	$333.00		Bank Account
5309	Jun 30, 2017	5_ReceiptStation1_Fri / 5205	$1,066.00	$1,066.00		Bank Account

Bank Deposit

From06/01/2017To06/30/2017

5310	Jun 30, 2017	15_Payson_Fri / 5206	$720.00	$720.00	Bank Account
5311	Jun 30, 2017	previousday / 5208	$450.00	$450.00	Bank Account
5336	Jun 30, 2017	previousday / 5232	$403.00	$403.00	Bank Account

Total	$24,632.50	$24,632.50
Non-Deposit Total	($12,456.00)	($12,456.00)
Deposit Total	**$12,176.50**	**$12,176.50**
Total Till Over/Short		$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$4,973.00	($300.00)	$4,673.00
Cash	Cash/Check	$4,693.50	$0.00	$4,693.50
D-1005-120-01-4612-023	Recording Fee (deferred)	$44.00	($44.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$44.00	($44.00)	$0.00
ETransfer	Electronic Transfers	$7,483.00	$0.00	$7,483.00
	Total	**$17,237.50**	**($388.00)**	**$16,849.50**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$88.00	($88.00)	$0.00
	Total	**$88.00**	**($88.00)**	**$0.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($428.50)	($428.50)
1005-120-01-4612-002	Certified Seal	$0.00	($51.00)	($51.00)
1005-120-01-4612-003	Postage	$0.00	($38.00)	($38.00)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($412.00)	($412.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($84.00)	($84.00)
1005-120-01-4612-012	Overpayment	$0.00	($25.00)	($25.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($44.00)	($44.00)
1005-120-01-4612-023	Recording Fee	$0.00	($11,058.00)	($11,058.00)
1005-120-01-4612-026	Refunds	$0.00	($8.00)	($8.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($4,161.00)	($4,161.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($540.00)	($540.00)
eRecording	eRecording	$7,395.00	($7,395.00)	$0.00
	Total	**$7,395.00**	**($24,244.50)**	**($16,849.50)**
	Total	**$24,720.50**	**($24,720.50)**	**$0.00**

12146.50

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$4,693.50	$0.00	$4,693.50
	Range Total	**$4,693.50**	**$0.00**	**$4,693.50**

House Account Summary

Gila County AZ Recorder

For the Period of 06/01/2017 - 06/30/2017

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
IRS	INTERNAL REVENUE SERVICE	(82.00)	88.00	(88.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(174.00)	0.00	0.00	(174.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(1,921.00)	175.00	0.00	(1,746.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(6,458.00)	4,269.00	0.00	(2,189.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(124.00)	38.00	0.00	(86.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	3,116.00	(3,116.00)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,035.20)	0.00	0.00	(1,035.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
Totals		**(24,682.20)**	**12,456.00**	**(7,783.00)**	**(20,009.20)**

House Account Summary

Gila County AZ Recorder

For the Period of 06/01/2017 - 06/30/2017

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(39.00)	0.00	0.00	(39.00)
ADOT	AZ DEPT OF TRANS	(260.00)	0.00	0.00	(260.00)
APS	APS/COPIES	(152.00)	0.00	0.00	(152.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	(253.00)	34.00	0.00	(219.00)
AWC	ARIZONA WATER COMPANY	(99.00)	0.00	0.00	(99.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
CRSI	Colorado Records Sooner Inc	(89.00)	0.00	0.00	(89.00)
CTS	COMPLETE TITLE SOLUTIONS	(88.00)	1.00	0.00	(87.00)
D2	D2 SURVEYING LLC	(185.00)	91.00	0.00	(94.00)
DS	DATA SERVICES	(1,000.00)	2,815.00	(2,815.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	209.00	(209.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(85.00)	0.00	0.00	(85.00)
FARES	CORELOGIC	(2,061.40)	95.00	0.00	(1,966.40)
FATM	FIRST AMERICAN MICROFICHE	(1,678.20)	175.00	0.00	(1,503.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(233.20)	95.00	(300.00)	(438.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(102.00)	0.00	0.00	(102.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	70.00	(70.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(111.00)	0.00	0.00	(111.00)
Ingeo	Ingeo - eRecording	(1,127.00)	1,185.00	(1,185.00)	(1,127.00)

ARF-4421 **Consent Agenda Item** **5. BB.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: Clerk's Report for the Month of June 2017

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Esther Rios, Court Services Business Mgr

Information

Subject

Clerk of the Superior Court's Office Monthly Report for June 2017.

Suggested Motion

Acknowledgment of the June 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerks Report for June 2017

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

June 2017

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

Anita Escobedo

ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of June 2017.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 7th day of July 2017.

ESTHER CANEZ
Court Services Business Mgr.

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 7/7/2017 9:52:07 AM

Criteria : From Date : 6/1/2017 To Date :6/30/2017

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$2033.99		($1712.00)		$321.99	$0.00
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	$2.00				$2.00	$0.10
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$71330.30				$71330.30	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2779.91		$26.67		$2806.58	$140.33
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	$11.31		$1.00		$12.31	$0.62
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	$90.45		$8.00		$98.45	$4.92
		ZVAPB	30% INTERSTATE COMPACT	$19.50				$19.50	$0.98
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$360.00		$25.00		$385.00	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$63.21		$0.60		$63.81	$3.19
		ZATT	ATTORNEY FEE REIMBURSEMENT	$4224.84				$4224.84	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$585.00				$585.00	$29.25

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	$5789.09		$55.92		$5845.01	$292.25
		ZFINE	BASE FINES	$6030.43		$3.83		$6034.26	$301.71
		ZCIEF	CHILDREN ISSUES EDUC FUND	$714.00				$714.00	$35.70
		ZCEF	CLEAN ELECTIONS FUND	$471.81		$0.38		$472.19	$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND-STATE	$15.91		$16.62		$32.53	$1.63
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	$0.85		$0.88		$1.73	$0.09
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$47.10		$0.45		$47.55	$2.38
		ZJDET	COUNTY JUV DETENTION	$463.52				$463.52	$23.18
		ZCLLF	COUNTY LAW LIBRARY FUND	$2778.45		$26.64		$2805.09	$140.25
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$2713.48		$1.80		$2715.28	$135.76
		ZDNAS	DNA STATE SURCHARGE	$276.24		$0.22		$276.46	$13.82
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1360.20		$13.38		$1373.58	$68.68
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$350.69		$3.36		$354.05	$17.70
		ZDREF	DOMESTIC RELATIONS EDUCATION	$65.42				$65.42	$3.27

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	$1585.95		$32.95		$1618.90	$80.95
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$39.82				$39.82	$1.99
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$367.14				$367.14	$18.36
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$3.41				$3.41	$0.17
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$225.38				$225.38	$11.27
		ZWITN	EXPERT WITNESS FUND	$873.00		$27.00		$900.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$310.20				$310.20	$15.51
		ZEXJU	EXTRA JUV PROBATION ASMNT	$110.91				$110.91	$5.55
		ZFAR2	FARE DELINQUENCY FEE	$1110.62				$1110.62	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$46.63				$46.63	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$330.25		$0.27		$330.52	$16.53
		ZCC	GEN JURIS CONCILIATION COURT	$1702.95		$57.98		$1760.93	$88.05
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$5475.69		$60.00		$5535.69	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$912.61		$10.00		$922.61	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2737.85		$30.00		$2767.85	$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1364.53		$13.08		$1377.61	$68.88
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$3100.20		$29.73		$3129.93	$156.50
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$199.75		$14.00		$213.75	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$370.97		$26.00		$396.97	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40	$0.67				$0.67	$0.03
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$27.51		$355.00		$382.51	$19.13
		ZJS	JUVENILE PROBATION SERV FEES	$1302.39		$65.00		$1367.39	$68.37
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$713.30		$0.50		$713.80	$35.69
		ZMISC	MISCELLANEOUS FEES	$41.85				$41.85	$2.09
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	$20.00		$4.00		$24.00	$1.20
		ZOS5	OFFCR SAFETY EQUIP-DPS	$7.08				$7.08	$0.35
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	$18.16				$18.16	$0.91
		ZOVF	OVERPAYMENT FORFEITED	$0.01				$0.01	$0.00
		ZPP	PASSPORT APPLICATION FEES	$1625.00				$1625.00	$81.25

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPCOF	PRISON CONSTRUCTION AND	$1016.50				$1016.50	$50.83
		ZPRS6	PROB SURCH 2006	$0.19				$0.19	$0.01
		ZPBA	PROBATION FEE ADULT	$13114.60		$750.00		$13864.60	$693.23
		ZPUBZ	PUBLIC DEFENDER FEES	$500.00				$500.00	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$1263.89				$1263.89	$0.00
		ZRCF	RESOURCE CENTER FUND	$234.57		$2.28		$236.85	$11.84
		ZSMEN	SPOUSAL MAINTENANCE FUND	$130.63		$4.46		$135.09	$6.75
		ZSTAT	STATE TREASURER - GENERAL FUND	$34.02				$34.02	$1.70
		ZTECH	TECHNICAL REGISTRATION FUND	$31.00				$31.00	$1.55
		ZVAF	VICTIMS ASSISTANCE FUND	$45.50				$45.50	$2.28
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$45.00		$25.00		$70.00	$3.50
		ZGFDU	XTRA DUI ASSMT	$15.00				$15.00	$0.75
		ZPRS9	ZPRS9	$241.32		$20.00		$261.32	$13.07
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$22.00				$22.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$50.00				$50.00	$0.00

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$8507.36				$8507.36	$0.00
			Total:	**$152453.11**		**$0.00**		**$152453.11**	**$2674.10**

Less Shaded Areas -$82,718.24

$69,734.87

Less Hold -$ 321.99

$69.412.88

ARF-4437 **Consent Agenda Item** **5. CC.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: Globe Regional Constable's Office Monthly Report for June 2017

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Rose Holiday, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for June 2017.

Suggested Motion

Acknowledgment of the June 2017 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

June 2017 Monthly Report

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE

1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

JUNE 2017

MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE

1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

November 1, 2017 (Revised)

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **June 2017** the Globe Regional Constable's Office:

Received a total of **53** papers for service with **58** Attempts
Drove a total of **752** miles
Warrant Letters Mailed **16**
FTP Monies Collect by Justice Court from Constable
Warrant Letters **$2621.27**
Bailiff for Justice Court **0**

Collected a total of **$789.00** as follows:

• Total Deposited	$733.00
• Less Refunds	($8.00)
• Less Writ Fee (1 @ $5.00/each) Collected	($5.00)
• Paid to General Fund	$720.00

Respectfully submitted,

Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE
FEES COLLECTED
JUNE 2017 (Revised)

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH
6/1/2017	Steve Schell	1706CO002	$48.00	
6/2/2017	Protected Information	1706CO002	$40.00	
6/7/2017	Clara Baker	1706CO020	$48.00	
6/12/2017	Sabrina Alaniz	1706CO024	$56.00	
6/14/2017	Nikkie Tafoya	1706CO040	$56.00	
6/14/2017	Nikkie Tafoya	1706CO041	$56.00	
6/16/2017	Protected Information	1706CO048	$40.00	
6/19/2017	Steve Schell	1706CO049	$40.00	
6/19/2017	Steve Schell	1706CO050	$40.00	
6/19/2017	Steve Schell	1706CO051	$40.00	
6/21/2017	JJL Process	1706CO055	$64.00	
6/21/2017	JJL Process	1706CO056	$64.00	
6/21/2017	JJL Process	1706CO057	$64.00	
6/21/2017	JJL Process	1706CO058	$64.00	
6/22/2017	JJL Process	1706CO059	$69.00	
Collected:			$789.00	
Writ Fee:			$5.00	
Refund:			$8.00	
Total:			$776.00	

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

County: Gila
Precinct: Globe

Total Cases Served/Attempted: 58

Mileage Total: 752

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/1/17	Summons; Eviction Action	J0403CV2017-260	Globe Regional Justice	Puebloe Heights MHP	Sara & Currell Taylor	Sara & Currell Taylor 8958 S Six Shooter Canyon #46 Globe AZ	Posted & Certified Mailed / 8958 S Six Shooter Canyon #46 Globe AZ	6/1/17	Served			19	Taylor
6/1/17	Summons; Eviction Action	J0403CV2017-258	Globe Regional Justice	Alhambra MHP	David Bower	David Bower / 1264 E Montecito #14 Globe, AZ	Posted & certified Mailed / 1264 E Montecito #14 Globe AZ	6/1/17	Served				Taylor
6/2/17	Injunction Against Harassment	J0403CV2017-000263	Globe Regional Justice	Protected Information	Francisco Curiel	Francisco Curiel / 760 Sunset Dr Globe AZ	Francisco Curiel / 760 Sunset Dr Globe AZ	6/2/17	Served			53	Mancha
6/2/17	Summons	J0403CR2017-000245	Globe Regional Justice	State of Arizona	Christine Kimble	Christine Kimble / 8958 S Six Shooter Canyon #12 Globe AZ	None	6/2/17	Attempted				Taylor
6/2/17	Summons	J0403CR2017-000243	Globe Regional Justice	State of Arizona	Dana Schildt	Dana Schildt / 735 E Manzanita Dr #6 Globe AZ	None	6/2/17	Attempted				Taylor
6/2/17	Summons	J0403CR2017-000247	Globe Regional Justice	State of Arizona	Dennis Umphenour Jr	Dennis Umphenour Jr / 5900 N Main St #173 Globe AZ	Dennis Umphenour Jr / 5900 N Main St #173 Globe AZ	6/2/17	Served				Taylor
6/2/17	Summons	J0403CR2017-000242	Globe Regional Justice	State of Arizona	Dennis Umphenour Jr	Dennis Umphenour Jr / 5900 N Main St #173 Globe AZ	Dennis Umphenour Jr / 5900 N Main St #173 Globe AZ	6/2/17	Served				Taylor
6/5/17	Order of Protection	DO201700159	Gila County Superior	Protected Information	Kelly Gentsch	Kelly Gentsch / 5732 N AZ HWY 288 #11 Roosevelt AZ	Kelly Gentsch / 5732 N AZ HWY 288 #11 Roosevelt AZ	6/5/17	Served			120	Taylor
6/2/17	Summons	J0403CR2017-000245	Globe Regional Justice	State of Arizona	Christine Kimble	Christine Kimble / 8958 S Six Shooter Canyon #12 Globe AZ	Christine Kimble / 8958 S Six Shooter Canyon #12 Globe AZ	6/5/17	Served				Taylor
6/6/17	Hearing Order on OP	J0403CV2017-000254	Globe Regional Justice	Protected Information	Michael Garrett	Protected Information	Protected Information	6/6/17	Served			56	Taylor
6/6/17	Order of Protection	J0403CV2017-264	Globe Regional Justice	Protected Information	Tyler Schlink	Tyler Schlink / 225 S 4th St Globe Az	Tyler Schlink / 225 S 4th St Globe Az	6/6/17	Served				Taylor
6/6/17	Subpoena	M0441TR2017-007070	Miami Magsitrate	State of Arizona	Viktar Ustsinovich	Officer Preston / 408 Sullivan St Miami AZ	J. Valenzuela / 408 Sullivan St Miami AZ	6/6/17	Served				Taylor
6/7/17	Suuons; Eviction Action	J0403CV2017-000265	Globe Regional Justice	Clara Becker	Marie Sumegi	Marie Sumegi / 5611 E Block Ave #16 Globe AZ	Marie Sumegi / GCSO Jail 1100 South St Globe AZ	6/7/17	Served			29	Mancha
6/9/17	Order to Show Cause	TR2016137692	North Mesa Justice	State of Arizona	Cory Burback	Cory Burback / GCSO Jail 1100 South St Globe AZ	Cory Burback / GCSO Jail 1100 South St Globe AZ	6/9/17	Served			57	Taylor
6/9/17	Summons	J0403CR2017-000248	Globe Regional Justice	State of Arizona	Amanda Powell	Amanda Powell / 5455 Huie St Globe AZ	None	6/9/17	Attempted				Taylor
6/9/17	Summons	J0403CR2017-000248	Globe Regional Justice	State of Arizona	Amanda Powell	Amanda Powell / 5455 Huie St Globe AZ	Amanda Powell / 5455 Huie St Globe AZ	6/9/17	Served				Taylor
6/12/17	Child Custody Packet	DO2012-00264	Gila County Superior	Sabrina Alaniz	Cliff Peel	Sabrina Alaniz / 5772 S Russell Rd Globe AZ	None	6/13/17	Attempted			46	Taylor
6/12/17	Child Custody Packet	DO2012-00264	Gila County Superior	Sabrina Alaniz	Cliff Peel	Sabrina Alaniz / 5772 S Russell Rd Globe AZ	Sabrina Alaniz / 5772 S Russell Rd Globe AZ	6/13/17	Served				Taylor
6/13/17	Subpoena	CR2016-513	Gila County Superior	State of Arizona	Armando Franco	Isiah Garcia / Protected Information	Isiah Garcia / Protected Information	6/13/17	Served				Taylor
6/14/17	Summons	M0444CR2017-012228	Payson Magistrate	State of Arizona	Donald Powell Jr	Donald Powell Jr / GCSO Jail 1400 E South St Globe AZ	Donald Powell Jr / GCSO Jail 1400 E South St Globe AZ	6/14/17	Served			44	Mancha
6/14/17	Summons	J0403CR2017-000276	Globe Regional Justice	State of Arizona	Gregory Lazarin	Gregory Lazarin / 234 S Latham Blvd Miami AZ	None	6/14/17	Attempted				Taylor
6/14/17	Order to Appear	JD2017-00016	Gila County Superior	State of Arizona	Protected Information	SEABHS / 996 N Broad St Suite 10 Globe AZ	Tiffany Crawford / 996 N Broad St; Suite 10 Globe AZ	6/14/17	Served				Taylor
6/14/17	Order to Appear	JD2017-00016	Gila County Superior	State of Arizona	Protected Information	Diversified Solutions / 1400 E South St Globe AZ	Jenny Valenzuela / 1400 E South St Globe AZ	6/14/17	Served				Taylor
6/14/17	Order to Appear	JD2017-00017	Gila County Superior	State of Arizona	Protected Information	Diversified Solutions / 1400 E South St Globe AZ	Jenny Valenzuela / 1400 E South St Globe AZ	6/14/17	Served				Taylor
6/14/17	Order to Appear	JD2017-00017	Gila County Superior	State of Arizona	Protected Information	Horizon Human Services / 2250 E HWY 60 Suite I Globe AZ	Deborah Lavin / 2250 E HWY 60 Suite I Globe AZ	6/14/17	Served				Taylor
6/14/17	Order to Appear	JD2017-00017	Gila County Superior	State of Arizona	Protected Information	SEABHS / 996 N Broad St Suite 10 Globe AZ	Tiffany Crawford / 996 N Broad St; Suite 10 Globe AZ	6/14/17	Served				Taylor
6/14/17	Summons	J0403CR2017-000275	Globe Regional Justice	State of Arizona	Michael Echevarria	Michael Echevarria / 459 E Apache St Globe AZ	None	6/14/17	Attempted				Taylor
6/14/17	Summons	J0403CR2017-000276	Globe Regional Justice	State of Arizona	Gregory Lazarin	Gregory Lazarin / 234 S Latham Blvd Miami AZ	None	6/14/17	Attempted				Mancha
6/14/17	Summons	J0403CR2017-000277	Globe Regional Justice	State of Arizona	Andie Lopez	Andie Lopez / 469 W Banker Ave Globe AZ	None	6/14/17	Attempted				Taylor
6/14/17	Subpoena	J0403TR2017-831	Globe Regional Justice	State of Arizona	Gloria Sisto	Trooper Danaj / DPS HWY 60/70 Globe AZ	M. Sneezy / DPS HWY 60/70 Globe AZ	6/15/17	Served			24	Mancha

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

County: Gila
Precinct: Globe

Total Cases Served/Attempted: 58

Mileage Total: 752

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/14/17	Subpoena	J0403TR2017-00187	Globe Regional Justice	State of Arizona	Torrey Rodriguez	Trooper Danaj / DPS HWY 60/70 Globe AZ	M. Sneezy / DPS HWY 60/70 Globe AZ	6/15/17	Served				Mancha
6/14/17	Subpoena	J0403TR2017-828	Globe Regional Justice	State of Arizona	Adette Hurtado	Trooper Hogan / DPS HWY 60/70 Globe AZ	M. Sneezy / DPS HWY 60/70 Globe AZ	6/15/17	Served				Mancha
6/14/17	Subpoena	J0403TR2017-0870	Globe Regional Justice	State of Arizona	Kevin Drummond	Trooper Voelker / DPS HWY 60/70 Globe AZ	M. Sneezy / DPS HWY 60/70 Globe AZ	6/15/17	Served				Mancha
6/16/17	Notice to Appear; Petition	JV2017-00111	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	6/16/17	Served			63	Taylor
6/16/17	Notice to Appear; Petition	JV2017-00111	Gila County Superior	State of Arizona	Protected Information	Sylvia Lonnie / 124 E Haskins Rd #3 Globe AZ	Sylvia Lonnie / 124 E Haskins Rd #3 Globe AZ	6/16/17	Served				Mancha
6/16/17	Injunctiona Against Harassment	J0403CV2017-000283	Gila County Superior	Protected Information	Brighton Manray	Brighton Manray / 1591 S Upper Pinal Creek Globe AZ	Brighton Manray / 1591 S Upper Pinal Creek Globe AZ	6/16/17	Served				Mancha
6/16/17	Subpoena	J0403CR2016-000658	Globe Regional Justice	State of Arizona	John Stewart	Deputy Pena / 1100 South St Globe AZ	B. Preston / 1100 South St Globe AZ	6/16/17	Served				Taylor
6/14/17	Guardianship Packet	GC2017-00016	Gila County Superior	Nikkie Tafoya	Brian Stidham	Brian Stidham / 5884 E Scott Ave Globe AZ	None	6/16/17	Attempted				Taylor
6/16/17	Subpoena	J0403CR2016-000658	Globe Regional Justice	State of Arizona	John Stewart	Deputy White / 1100 E south St Globe AZ	B. Preston / 1100 South St Globe AZ	6/16/17	Served				Taylor
6/13/17	Summons	J0403CR2017-000278	Globe Regional Justice	State of Arizona	Violete Shanahan	Violet Shanahan / 8958 S Six Shooter Canyon #68 Globe AZ	Violet Shanahan / GCSO Jail 1100 South St Globe AZ	6/16/17	Served				Taylor
6/14/17	Guardianship Packet	GC2017-00016	Gila County Superior	Nikkie Tafoya	Piper Stidham	Piper Stidham / 5815 E Main St Globe AZ	Piper Stidham / 5815 E Main St Globe AZ	6/16/17	Served				Taylor
6/16/17	Subpoena	J0403CR2016-000658	Globe Regional Justice	State of Arizona	John Stewart	Officer Taylor / 175 N Pine St Globe AZ	Officer Taylor / 1100 N Broad St Globe AZ	6/16/17	Served				Taylor
6/19/17	Five Day Notice	None	None	Pueblo Heights MHP	Joseph Vance	Joseph Vance / 8958 S Six Shooter Caynon #93 Globe AZ	None	6/20/17	Attempted			77	Taylor
6/19/17	Five Day Notice	None	None	Pueblo Heights MHP	Susan Jorgensen	Susan Jorgesen / 8958 S Six Shooter Canyon #48 Globe AZ	Susan Jorgesen / 8958 S Six Shooter Canyon #48 Globe AZ	6/20/17	Served				Taylor
6/19/17	Five Day Notice	None	None	Pueblo Heights MHP	Brandy Reeder & Christopher Green	Brandy Reeder or Christopher Green /8958 S Six Shooter Canyon #37 Globe AZ	Brandy Reeder / 8958 S Six Shooter Canyon #37 Globe AZ	6/20/17	Served				Taylor
6/20/17	Hearing Order on OP	J0403CV2017-000264	Globe Regional Justice Court	Protected Information	Tylor Schlink	Protected Information	Protected Information	6/20/17	Served				Taylor
6/19/17	Five Day Notice	None	None	Pueblo Heights MHP	Joseph Vance	Joseph Vance / 8958 S Six Shooter Caynon #93 Globe AZ	Joseph Vance / 8958 S Six Shooter Caynon #93 Globe AZ	6/20/17	Served				Taylor
6/21/17	Summons & Complaint	J0403CV2017-244	Globe Regional Justice Court	Midland Funding	Jasmine Perez	Jasmine Perez / 274 N Devereaux St Globe AZ	None	6/21/17	Attempted			48	Taylor
6/21/17	Summons & Complaint	J0403CV2017-246	Globe Regional Justice Court	Midland Funding	Melissa & Joseph Williams	Mellissa & Joseph Williams / 8958 S Six Shooter Canyon Globe AZ	Mellissa & Joseph Williams / 8958 S Six Shooter Canyon Globe AZ	6/21/17	Served				Taylor
6/21/17	Trial Subpoena	CR2016-658	Globe Regional Justice Court	State of Arizona	John Stewart	Amanda Robles / Protected Information	Amanda Robles / Protected Information	6/21/17	Served				Taylor
6/21/17	Summons & Complaint	J0403CV2017-227	Globe Regional Justice Court	LVNV Funding	Jeffery Dale	Jeffery Dale / 5660 S Diamondback Dr Globe AZ	None	6/21/17	Attempted				Taylor
6/21/17	Summons & Complaint	J0403CV2017-226	Globe Regional Justice Court	LVNV Funding	Melvin Hughes	Melvin Hughes / 2165 N Wheatfields Rd Globe AZ	None	6/21/17	Attempted				Taylor
6/21/17	Trial Subpoena	CR2016-658	Globe Regional Justice Court	State of Arizona	John Stewart	Deputy White / 1100 South St Globe AZ	J. Carbajal 1100 South St Globe AZ	6/21/17	Served				Taylor
6/22/17	Writ of Garnishment	J0403CV2016-507	Globe Regional Justice Court	LVNV Funding	Christopher Silvers	Gila County Human Resources / 1400 E Ash St Globe AZ	Candy Bell / 1400 E Ash St Globe AZ	6/22/17	Served			58	Taylor
6/21/17	Summons & Complaint	J0403CV2017-226	Globe Regional Justice Court	LVNV Funding	Melvin Hughes	Melvin Hughes / 886 W Rose Rd Miami AZ	None	6/22/17	Attempted				Taylor
6/23/17	Notice to Appear; Petiton	JV2017-00119	Gila County Superior	State of Arizona	Protected Information	Anitra Salazar / 5775 S Short St Claypool, AZ	None	6/23/17	Attempted			58	Taylor
6/14/17	Guardianship Packet	GC2017-00016	Gila County Superior	Nikkie Tafoya	Brian Stidham	Brian Stidham / 5884 E Scott Ave Globe AZ	None	6/23/17	Attempted				Taylor
6/23/17	Notice to Appear; Petition	JV2017-00118	Gila County Superior	State of Arizona	Protected Information	Iva Williams / 501 Roosevelt St Miami AZ	None	6/23/17	Attempted				Taylor

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER RECEIVED
119635 JUN 30 17

DATE 6/30/17

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General Fund FUND # _____

REMITTING AGENCY Globe Constable

BILLING PERIOD 6/1/17 - 6/30/17

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
T9152061	Cash	CESTB Writ Fee	5	00
1005.321.3405.80	Cash	Service Fees	51	00
	10946 Check		48	00
	1516		48	00
	12303		21	00
	12683		64	00
	12684		64	00
	12682		64	00
	12681		64	00
	686		40	00
	1542		120	00
	6390		144	00
			$733	00

Preparer Signature: Rose Holiday Title Clerk

Approved Signature: _____ Title _____

SUMMARY OF DEPOSIT

Currency	56—
Coins	
Checks	677—
Total	733—

1 x 50
1 x 5
1 x 1

TREASURER By [signature] Date 6-30-17

ORIGINATING OFFICE

119066

ARF-4420 **Consent Agenda Item** **5. DD.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: Payson Regional Constable's Office Monthly Report For June 2017, FY 2017 Annual Report

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Tony McDaniel, Payson Regional Constable

Information

Subject

Payson Regional Constable's Office Monthly Report for June 2017, and Fiscal Year 2016-2017 Annual Report.

Suggested Motion

Acknowledgment of the June 2017 monthly activity report and the Fiscal Year 2016-2017 Annual Report submitted by the Payson Regional Constables's Office.

Attachments

June 2017

FY 2017

Terry Phillips
Deputy Constable

Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

JUNE 2017
MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Terry Phillips
Deputy Constable

Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

July 5, 2017

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **June 2017**, the Payson Regional Constable's Office:

- Received a total of **122** papers for service with a **150** Attempts
- Drove a total of **2066.3** miles
- Collected a total of **$1180.12** as follows:

• Total Deposited	$1180.12
• Less Refunds	($38.80)
• Less Writ Fee (0 @ $5.00/each) Collected	($0.00)
• Paid to General Fund	$1141.32
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	$ 875.00
Grand Total Paid to General Fund	**$2016.32**

Respectfully submitted,

Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

PAYSON REGIONAL CONSTABLE OFFICE

FEES COLLECTED

JUNE 2017

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH
6/1/2017	Tom Berryhill	1706PR001	$40.00	Money Order
6/1/2017	John McCauley	1706PR002	$40.00	Check
6/2/2017	DL Investigations	1706PR004	$40.00	Check
6/7/2017	David Kinzenbow	1706PR018	$48.00	Cash
6/7/2017	Coronado Law Firm	1706PR017	$40.00	Check
6/12/2017	Guy Filippelli	1706PR030	$40.00	Money Order
6/12/2017	Amy Wacker	1706PR031	$40.00	Check
6/12/2017	Betty Prock	1706PR035	$48.00	Check
6/13/2017	Payson Trailer Ranch	1706PR036	$40.00	Cash
6/14/2017	Collins & Collins	1706PR040 1706PR041	$80.00	Check
6/15/2017	Protected Information	1706PR049	$40.00	Cash
6/15/2017	American Legal Support Services	1706PR051	$40.00	Check
6/15/2017	Collins & Collins	1706PR054	$40.00	Cash
6/21/2017	JJL Process	1706PR074	$69.00	Check
6/22/2017	Protected Information	1706PR077	$61.20	Cash
6/22/2017	Elaine Umbower	1706PR078	$62.80	Check
6/22/2017	BKS Investments	1706PR079	$69.20	Check
6/23/2017	Guillermo Castorena	1706PR085	$48.00	Check
6/27/2017	Integrity Attorney Services	1706PR065 1706PR0064 1706PR0063	$108.48	Check
6/27/2017	David Sanders	1706PR103	$97.44	Cash
6/27/2017	Protected Information	1706PR104	$40.00	Cash
6/30/2017	Cheryl Wait	1706PR118	$48.00	Check
Collected:			$1,180.12	
Refund:			$38.80	
Writ Fee:			$0.00	
Total:			$1,141.32	

Constable Activity Log - Monthly

Constable: McDaniel

Deputy: Phillips

County: Gila

Precinct: Payson

Clerk: Rust

Total Cases Served/Attempted: 150

Mileage Total: 2066.3

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
5/31/17	Criminal Summons	CR2017-216	Gila County Superior	State of Arizona	Lisa Freestone	Lisa Freestone / 6737 W Ute Trl Payson AZ	Lisa Freestone / 108 W Main St Payson AZ	6/1/17	Served			128.2	McDaniel
5/31/17	Order to Appear	DO201500040	Gila County Superior	Michael Whealdon	Sarah Whealdon	Michael Whealdon / 321 S Golden Bear Trl Payson AZ	Michael Whealdon / 200 N Tonto Payson AZ	6/1/17	Served				Phillips
6/1/17	Summons & Complaint	2017CV138SC	Payson Justice Court	Tom Berryhill	Cody & Shannon Freeman	Cody & Shannon Freeman / 3194 N Pinewood Dr Pine AZ	None	6/1/17	Attempted				McDaniel
6/1/17	Summons & Complaint	2017CV138SC	Payson Justice Court	Tom Berryhill	Cody & Shannon Freeman	Cody & Shannon Freeman / 3194 N Pinewood Dr Pine AZ	Cody Freeman / 3194 N Pinewood Dr Pine AZ	6/1/17	Served				McDaniel
6/1/17	Summons & Complaint	2017CV311-OV	Payson Justice Court	John J McCauley	Alliant Gas	Alliant Gas / 200 W Longhorn Payson AZ	Vince Beeler / 200 W Longhorn Payson AZ	6/1/17	Served				McDaniel
6/2/17	Subpoena	CV2015-013216	Maricopa County Superior	Kathy Zwar	Mountain View Medical Center	Payson Regional Medical Center / 807 S Ponderosa Payson AZ	Jennifer Baker / 807 S Ponderosa Payson AZ	6/2/17	Served			109.4	Phillips
6/2/17	Order of Protection	DO201700171	Gila County Superior	Protected Information	Rick Popke	Rick Popke / Unknown	None	6/2/17	Served				McDaniel
6/2/17	Order of Protection	DO201700171	Gila County Superior	Protected Information	Rick Popke	Rick Popke / Unknown	None	6/2/17	Served				McDaniel
6/2/17	Order of Protection	DO201700171	Gila County Superior	Protected Information	Rick Popke	Rick Popke / Unknown	Rick Popke / 108 W Main St Payson AZ	6/2/17	Served				McDaniel
6/2/17	Injunction Against Harassment	CV201700119	Gila County Superior	Protected Information	Rick Popke	Rick Popke / Unknown	Rick Popke / 108 W Main St Payson AZ	6/2/17	Served				McDaniel
6/5/17	Subpoena	J0404TR2017000555	Payson Justice Court	State of Arizona	Joseph Clayton	Officer Vaca / 201 N Colcord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/5/17	Served			35.7	McDaniel
6/5/17	Subpoena	J0404TR2017000668	Payson Justice Court	State of Arizona	Victoria Dimas	Officer Zickefoose / 201 N Colcord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/5/17	Served				McDaniel
6/5/17	Subpoena	J0404TR2017000777	Payson Justice Court	State of Arizona	Meryt Cobos	Officer Zickefoose / 201 N Colcord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/5/17	Served				McDaniel
6/5/17	Notice to Appear; Petition	JV201700104	Gila County Superior	State of Arizona	Protected Information	Alutha Skidmore / 905 S McLane Rd #25 Payson AZ	Alutha Skidmore / 107 E Lone Pine Dr Payson AZ	6/5/17	Served				McDaniel
6/5/17	Order of Protection	DO201700177	Gila County Superior	Protected Information	April Comeno	April Comeno / 807 W Longhorn Rd Payson AZ	April Comeno / 807 W Longhorn Rd Payson AZ	6/5/17	Served				McDaniel
6/6/17	Subpoena	M0444TR2017012280	Payson Magistrate	State of Arizona	Daniel Kolb	Officer Castaneda / 303 N Beeline HWY Payson AZ	PPD Reception / 303 N Beeline HWY Payson AZ	6/6/17	Served			48.7	McDaniel
6/6/17	Order of Protection	J0404CV2017000318	Payson Justice Court	Protected Information	Russell ostrom	Russell Ostrom / 1806 N McLnae Rd Payson AZ	Russell Ostrom / 310 W Main St Payson AZ	6/6/17	Served				McDaniel
6/6/17	Child Custody Packet	DO201700172	Gila County Superior	Brittany Taillon	Stephen Poosz Jr	Stephen Poosz Jr/ 317 N Mclane #B Payson AZ	Stephen Poosz Jr/ 317 N Mclane #B Payson AZ	6/6/17	Served				McDaniel
6/7/17	Criminal Summons	M0447TR2017015029	Star Valley Magistrate	State of Arizona	Shery Crowell	Cherry Crowell / 39333 E AZ HWY 260 #116 Payson AZ	Cherry Crowell / 39333 E AZ HWY 260 #116 Payson AZ	6/7/17	Served			60.9	McDaniel
6/7/17	Eviction Action	2017CV322FD	Payson Justice Court	David Kinzenbaw	Kevin Mystrom	Kevin Mystrom / 212 W Bonita St Payson AZ	Kevin Mystrom / 212 W Bonita St Payson AZ	6/7/17	Served				McDaniel
6/7/17	Subpoena	2017CR12018	Payson Magistrate	State of Arizona	Oscar Omar Chavez Aguayo	Mario Barraza Jr / Protected Information	Mario Barraza Jr / Protected Information	6/7/17	Served				McDaniel
6/7/17	Subpoena	2016CR12254	Payson Magistrate	State of Arizona	April Heape	Kayleigh Woolf-Heape / Protected Information	Kayleigh Woolf-Heape / Protected Information	6/8/17	Served			129.7	McDaniel
6/7/17	Subpoena	2016CR12432	Payson Magistrate	State of Arizona	April Judith Meyer	Justin Heape / Protected Information	Justin Heape / Protected Information	6/8/17	Served				McDaniel
6/8/17	Summons & Complaint	CV20173107	Verde Valley Justice	Marie Briswalder	Camp Verde Car Co	Camp Verde Car Co / 4397 A AZ HWY 260 Star Valley AZ	Nicole Bruce / 4397 E AZ HWY 260 Star Valley AZ	6/8/17	Served				Phillips
6/8/17	Subpoena	M0444TR2017012238	Payson Magistrate	State of Arizona	Loren Baldwin	Officer Cadwell / 303 N Beeline HWY Payson AZ	PPD Reception / 303 N Beeline HWY Payson AZ	6/8/17	Served				Phillips
6/8/17	Injunction Against Harassment	J0404CV2017000323	Payson Justice Court	Protected Information	Marykate Wright	Marykate Wright / 300 W Bonita #2 Payson AZ	Marykate Wright / 300 W Bonita #2 Payson AZ	6/8/17	Served				Phillips
6/8/17	Subpoena	2016TR2581	Payson Justice Court	State of Arizona	Timothy Schofield	Deputy Havey / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	6/8/17	Served				McDaniel
6/8/17	Injunction Against Harassment	J0404CV2017000324	Payson Justice Court	Protected Information	Natalie Trella	Natalie Trella / 300 W Bonita #9 Payson AZ	Natalie Trella / 300 W Bonita #6 Payson AZ	6/8/17	Served				Phillips
6/5/17	Divorce Packet	DO201700173	Gila County Superior	Vonda Lerch	Patrick Lerch	Patrick Lerch / Unknown	Patrick Lerch / 177 Bonanza	6/8/17	Served				Phillips
6/9/17	Child Support Packet	091448FO	Oregon Dept of Justice Child Support Division	Oregon State Dept of Justice	Justin Daily	Justin Daily / GCSO Jail 108 W Main St Payson AZ	Justin Daily / GCSO Jail 108 W Main St Payson AZ	6/9/17	Served			133.4	Phillips

Constable Activity Log - Monthly

Constable: McDaniel

Deputy: Phillips

County: Gila

Precinct: Payson

Clerk: Rust

Total Cases Served/Attempted: 150

Mileage Total: 2066.3

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/9/17	Letter	None	None	Curtis Harris	Sharon Rhoda	Sharon Rhoda / 211 S Ponderosa #9 Payson AZ	Sharon Rhoda / 211 S Ponderosa #9 Payson AZ	6/9/17	Served				Phillips
6/9/17	Order to Show Cause	CT2017008762	North Mesa Justice	State of Arizona	Protected Information	Protected Information	None	6/9/17	Attempted				Phillips
6/9/17	Order to Show Cause	CT2017008762	North Mesa Justice	State of Arizona	Protected Information	Guardian Of / 352 S River Rd Gisela AZ	None	6/9/17	Attempted				Phillips
6/9/17	Order to Show Cause	CT2017008762	North Mesa Justice	State of Arizona	Protected Information	Protected Information	None	6/9/17	Attempted				Phillips
6/9/17	Order to Show Cause	CT2017008762	North Mesa Justice	State of Arizona	Protected Information	Guardian Of / 352 S River Rd Gisela AZ	None	6/9/17	Attempted				Phillips
6/12/17	5 Day Notice	None	None	Amy Wacker	Diedra Walker	Diedra Walker / 212 W Cedar Mill Ct Payson AZ	Diedra Walker / 212 W Cedar Mill Ct Payson AZ	6/12/17	Served			85	McDaniel
6/12/17	Order of Protection	J0404CV2017000327	Payson Justice Court	Protected Information	Cody Barrett	Cody Barrett / 310 Garrels Dr Star Valley AZ	Cody Barrett / 310 Garrels Dr Star Valley AZ	6/12/17	Served				McDaniel
6/12/17	Summons Eviction Action	2017CV330FD	Payson Justice Court	Betty Prock	Nicole Taft	Nicole Taft / 1105 N Colcord Rd Payson AZ	Nicole Taft / 1105 N Colcord Rd Payson AZ	6/12/17	Served				McDaniel
6/12/17	5 Day Notice	None	None	Guy Filippelli	Carrie Cueto	Carrie Cueto / 910 N Matterhorn Payson AZ	None	6/12/17	Attempted				McDaniel
6/12/17	5 Day Notice	None	None	Guy Filippelli	Carrie Cueto	Carrie Cueto / 910 N Matterhorn Payson AZ	Carrie Cueto / 809 W Longhorn Payson AZ	6/12/17	Served				McDaniel
6/12/17	Order to Appear	DO201500195	Gila County Superior	Janice Schwartzbauer	Steven Schwartzbauer	Steven Schwartzbauer / 2000 N Beeline HWY Payson AZ	None	6/12/17	Attempted				McDaniel
6/13/17	Divorce Packet	DO201700183	Gila County Superior	Nathan Comeno	April Comeno	April Comeno / 807 W Longhorn Rd Payson AZ	None	6/12/17	Attempted				McDaniel
6/13/17	Divorce Packet	DO201700183	Gila County Superior	Nathan Comeno	April Comeno	April Comeno / 807 W Longhorn Rd Payson AZ	April Comeno / 807 W Longhorn Rd Payson AZ	6/13/17	Served			155.1	McDaniel
6/13/17	Summons Eviction Action	2017CV332FD	Payson Justice Court	Payson Trailer Ranch	Sean Umphrey	Sean Umphrey / 300 W Bonita St #1 Payson AZ	Sean Umphrey / 400 S Beeline HWY Payson AZ	6/13/17	Served				Phillips
6/13/17	Summons Eviction Action	2017CV333FD	Payson Justice Court	Alternative Equities	Kayla Howard & Jorden Landress	Kayla Howard & Jorden Landress / 300 W Frontier #16 Payson AZ	Jorden Landress / 300 W Frontier #16 Payson AZ	6/13/17	Served				Phillips
6/12/17	Order to Appear	DO201500195	Gila County Superior	Janice Schwartzbauer	Steven Schwartzbauer	Steven Schwartzbauer / 2000 N Beeline HWY Payson AZ	Steven Schwartzbauer / 2000 N Beeline HWY Payson AZ	6/13/17	Served				Phillips
6/13/17	Arrest Warrant	J0404TR2016001818	Payson Justice Court	State of Arizona	John Walker	John Walker / 212 W Cedar Mill Star Valley AZ	None	6/13/17	Attempted				Phillips
6/13/17	Injunction Against Harassment	J0404CV2017000341	Payson Justice Court	Protected Information	Gabrielle Von Mazo	Gabrielle Von Mazo / 8572 W Lufkin Dr Strawberry AZ	Gabrielle Von Mazo / 8572 W Lufkin Dr Strawberry AZ	6/13/17	Served				McDaniel
6/14/17	Subpoena	DO201700108	Gila County Superior	Joni Gorman	Tabatha Glinzak	Gila County Sheriff Office / 108 W Main St Payson AZ	K. Feezor / 108 W Main St Payson AZ	6/14/17	Served			123.2	McDaniel
6/14/17	Subpoena	DO201700108	Gila County Superior	Joni Gorman	Tabatha Glinzak	Payson Police Department / 303 N Beeline HWY Payson AZ	K. Klein / 303 N Beeline HWY Payson AZ	6/14/17	Served				Phillips
6/14/17	Child Custody Packet	DO201700191	Gila County Superior	Ashley Arellano	Richard Pfister	Richard Pfister / 200 W Aero #3 Payson AZ	Richard Pfister / 803 W Main St Payson AZ	6/14/17	Served				Phillips
6/14/17	Order to Appear on Temporary Orders	DO201700172	Gila County Superior	Brittany Taillon	Stephen Poosz Jr	Stephen Poosz Jr/ 317 N Mclane #B Payson AZ	Stephen Poosz Jr/ 317 N Mclane #B Payson AZ	6/14/17	Served				Phillips
6/14/17	Criminal Summons	M0444CR2017012225	Payson Magistrate	State of Arizona	Elena Labadie	Elena Labadie / 609 S Colcord Payson AZ	None	6/14/17	Attempted				Phillips
6/14/17	Criminal Summons	J0404CR2017000239	Payson Justice Court	State of Arizona	Shelby Davis	Shelby Davis / 901 W Colt Paysqn AZ	None	6/14/17	Attempted				Phillips
6/14/17	Criminal Summons	J0404CR2017000239	Payson Justice Court	State of Arizona	Shelby Davis	Shelby Davis / 3760 HWY 260 #18 Payson AZ	None	6/14/17	Attempted				Phillips
6/14/17	Criminal Summons	M0444CR2017012225	Payson Magistrate	State of Arizona	Elena Labadie	Elena Labadie / 609 S Colcord Payson AZ	Elena Labadie / 108 W Main St Payson AZ	6/14/17	Served				Rust
6/14/17	Criminal Summons	M0444CR2017012222	Payson Magistrate	State of Arizona	Kurt Greenberg	Kurt Greenberg / 301 S Kodz Rd Payson AZ	None	6/14/17	Attempted				Phillips
6/14/17	Criminal Summons	M0444CR2017122231	Payson Magistrate	State of Arizona	Katherine Shaffer	Katherine Shaffer / 468 W Eleanor Dr Payson AZ	None	6/14/17	Attempted				Phillips
6/14/17	Criminal Summons	M0444CR2017012229	Payson Magistrate	State of Arizona	Bruce Mikka	Burce Mikka / 701 E Wade Ln Payson AZ	None	6/14/17	Attempted				Phillips
6/14/17	Criminal Summons	M0444CR2017012222	Payson Magistrate	State of Arizona	Kurt Greenberg	Kurt Greenberg / 301 S Kodz Rd Payson AZ	Kurtgreenebrg / 313 N Trailwood Payson AZ	6/14/17	Served				McDaniel

Constable Activity Log - Monthly

Constable: McDaniel

Deputy: Phillips

County: Gila

Clerk: Rust

Precinct: Payson

Total Cases Served/Attempted: 150

Mileage Total: 2066.3

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
3/2/17	Arrest Warrant	J0404CR2011000490	Payson Justice Court	State of Arizona	Kurt Greenberg	Kurt Greenberg / 301 S Kodz Rd Payson AZ	Kurtgreenebrg / 313 N Trailwood Payson AZ	6/14/17	Served				McDaniel
6/15/17	Injunction Against Harassment	J0404CV2017000343	Payson Justice Court	Protected Information	Natalie Trella	Natalie Trella / 300 W Bonita #9 Payson AZ	Natalie Trella / 714 S Beeline HWY Payson AZ	6/15/17	Served			158.9	McDaniel
6/14/17	Criminal Summons	M0444CR2017012229	Payson Magistrate	State of Arizona	Bruce Mikka	Bruce Mikka / 297 n Rope Rd Tonto Basin AZ	None	6/15/17	Attempted				Phillips
6/15/17	Summons	DO201700187	Gila County Superior	State of Arizona	Taylor Hudnell	Taylor Hudnell / 108 W Main St (Jail) Payson AZ	Taylor Hudnell / 108 W Main St (Jail) Payson AZ	6/15/17	Served				McDaniel
6/15/17	Summons & Complaint	17K07094	Los Angeles County Superior	Shara Tankersley	Ernest Smith	Ernest Smith / 2073 Moonlight Dr Star Valley AZ	Ernest Smith / 2073 Moonlight Dr Star Valley	6/15/17	Served				Phillips
6/14/17	Criminal Summons	M0444CR201712231	Payson Magistrate	State of Arizona	Katherine Shaffer	Katherine Shaffer / 468 W Eleanor Dr Payson AZ	Katherine Shaffer / 468 W Eleanor Dr Payson AZ	6/15/17	Served				Phillips
6/14/17	Criminal Summons	J0404CR2017000244	Payson Justice Court	State of Arizona	Michelle Duarte	Michelle Duarte / 9061 Wild Turkey Ln Strawberry AZ	Michelle Duarte / 9061 Wild Turkey Ln Strawberry	6/15/17	Served				Phillips
6/14/17	Criminal Summons	J0404CR2017000239	Payson Justice Court	State of Arizona	Shelby Davis	Shelby Davis / 901 W Colt Payson AZ	Shelby Davis / 110 HWY 260 Payson AZ	6/15/17	Served				Phillips
6/15/17	Subpoena	2017CR12123	Payson Magistrate	State of Arizona	Steven Morales Jr	Anita Cherry / Protected Information	None	6/15/17	Attempted				McDaniel
6/15/17	Subpoena	2017CR12123	Payson Magistrate	State of Arizona	Steven Morales Jr	Anita Cherry / Protected Information	Anita Cherry / Protected Information	6/15/17	Served				McDaniel
6/15/17	Subpoena	2017CR12123	Payson Magistrate	State of Arizona	Steven Morales Jr	Louis Mendibles / Protected Information	None	6/15/17	Attempted				McDaniel
6/15/17	Legal Seperation	DO201700193	Gila County Superior	Denver White	Jennifer White	Jennifer White / 602 W Longhorn Payson AZ	Jennifer White / 100 Block Meadow St Payson AZ	6/15/17	Served				McDaniel
6/15/17	Order to Show Cause	2016CR66	Payson Justice Court	State of Arizona	Jessica Hill	Jessica Hill / 254 Trails W Payson AZ	None	6/15/17	Attempted				McDaniel
6/15/17	Order to Show Cause	2016CR66	Payson Justice Court	State of Arizona	Jessica Hill	Jessica Hill / 254 Trails W Payson AZ	Jessica Hill / 108 W Main St Payson AZ	6/16/17	Served			46.1	Rust
6/16/17	Notice to Appear; Petition	JV201700110	Gila County Superior	State of Arizona	Protected Information	Rebecca Besey / 105 E Main St #104 Payson AZ	Rebecca Besey / 105 E Main St #104 Payson AZ	6/16/17	Served				McDaniel
6/16/17	Subpoena	J0404TR2017001105	Payson Justice Court	State of Arizona	Shelby Powell	Officer Miller / 30 BIA 101 Rd Payson AZ	TAR Clipboard / 30 BIA 101 Rd Payson AZ	6/16/17	Served				McDaniel
6/16/17	Subpoena	M0444TC2017012006	Payson Magistrate	State of Arizona	Rodney Burba	Officer Lynch / 303 N Beeline HWY Payson AZ	PPD Reception / 303 N Beeline HWY Payson AZ	6/16/17	Served				McDaniel
6/19/17	Minute Entry	GC201000037	Gila County Superior	State of Arizona	Protected Information	David Knoner / 304 W Rim Rd Payson AZ	None	6/19/17	Attempted			78.2	McDaniel
6/19/17	Minute Entry	GC201000037	Gila County Superior	State of Arizona	Protected Information	David Knoner / 304 W Rim Rd Payson AZ	David Knoner / 108 W Main St Payson AZ	6/19/17	Served				Rust
6/19/17	Order to Show Cause	2016CR12285	Payson Magistrate	State of Arizona	Julia Flores	Julia Flores / 746 W Sleepy Hollow Ln Payson AZ	None	6/19/17	Attempted				McDaniel
6/19/17	Order to Show Cause	2017CR12104	Payson Magistrate	State of Arizona	Jered McNeil	Jered McNeil / 2704 W Palmer Rd Payson AZ	Jered McNeil / 190 N Cornerstone #4 Payson	6/19/17	Served				McDaniel
6/19/17	Child Custody Packet	DO201700196	Gila County Superior	Nicole Knott	Russell Ostrom	Russell Ostrom / 1806 N McLnae Rd Payson AZ	Russell Ostrom / 310 W Main St Payson AZ	6/19/17	Served				McDaniel
6/19/17	Injunction Against Harassment	J0404CV2017000352	Payson Justice Court	Protected Information	Aaron Chernov	Aaron Chernov / 309 E Acron Trl Payson AZ	Aaron Chernov / 309 E Acron Trl Payson AZ	6/19/17	Served				McDaniel
6/20/17	Criminal Summons	CR2016-371	Gila County Superior	State of Arizona	Greg Gath	Deputy Todd / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	6/19/17	Served			88.7	McDaniel
6/20/17	Criminal Summons	GC201000037	Gila County Superior	State of Arizona	Greg Gath	Deputy McClure / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	6/19/17	Served				McDaniel
6/19/17	Summons & Complaint	CV201700131	Gila County Superior	David Owens	Verde Glen Water Company	Don Ascoli / 269 S Conifer Dr Payson AZ	Don Ascoli / Filaree & Bridge Rd Payson AZ	6/20/17	Served				McDaniel
6/19/17	Summons & Complaint	CV201700131	Gila County Superior	David Owens	Don Ascoli	Don Ascoli / 269 S Conifer Dr Payson AZ	Don Ascoli / Filaree & Bridge Rd Payson AZ	6/20/17	Served				McDaniel
6/19/17	Summons & Complaint	CV201700131	Gila County Superior	David Owens	Anne Ascoli	Anne Ascoli / 269 S Conifer Dr Payson AZ	Anne Ascoli / 269 S Conifer Dr Payson AZ	6/20/17	Served				McDaniel
6/20/17	Subpoena	J0404TR2017000685	Payson Justice Court	State of Arizona	Natalie Ashley	Officer Zickefoose / 201 N Colcord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/20/17	Served				McDaniel
6/20/17	Subpoena	M0444TR2017012315	Payson Magistrate	State of Arizona	Donald Reutter	Sgt Garvvin / 303 N Beeline HWY Payson AZ	PPD Reception / 303 N Beeline HWY Payson AZ	6/20/17	Served				McDaniel

Constable Activity Log - Monthly

Constable: McDaniel

Deputy: Phillips

County: Gila

Precinct: Payson

Clerk: Rust

Total Cases Served/Attempted: 150

Mileage Total: 2066.3

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/20/17	Criminal Summons	M0444TR2017012322	Payson Magistrate	State of Arizona	Karee Hesson	Karee Hesson / 615 W Bridle Path Ln Payson AZ	None	6/20/17	Attempted				McDaniel
6/20/17	Criminal Summons	M0444TR2017012322	Payson Magistrate	State of Arizona	Karee Hesson	Karee Hesson / 615 W Bridle Path Ln Payson AZ	Karee Hesson / 108 W Main St Payson AZ	6/21/17	Served			92.5	Rust
6/21/17	Order of Protection	J0404CV2017000357	Payson Justice Court	Protected Information	Hollie Grimes	Hollie Grimes / 8851 W Wild Turkey Ln Strawberry AZ	Hollie Grimes / 8851 W Wild Turkey Ln Strawberry	6/21/17	Served				McDaniel
6/21/17	Summons & Complaint	2017CV275-UN	Payson Justice Court	LVNV Funding	Jennifer Matlock & J. Doe	Jennifer Matlock & J. Doe / 238 N Lees Way Payson Az	Jennifer Matlock / 238 N Lees Way Payson AZ	6/21/17	Served				McDaniel
6/21/17	Hearing Order Prior to Issue of OP	J0404CV2017000358	Payson Justice Court	Protected Information	Janice McKinney	Janice McKinney / 312 N Mongolon Trl Payson AZ	None	6/21/17	Attempted				McDaniel
6/21/17	Hearing Order Prior to Issue of OP	J0404CV2017000358	Payson Justice Court	Protected Information	Janice McKinney	Janice McKinney / 824 W Overland Payson AZ	Janice McKinney / 824 W Overland Payson AZ	6/21/17	Served				McDaniel
6/21/17	Criminal Summons	J0404CR2017000271	Payson Justice Court	State of Arizona	Joseph Gonzales	Joseph Gonzales / 423 E Timber Payson AZ	None	6/21/17	Attempted				McDaniel
6/21/17	Criminal Summons	J0404CR2017000271	Payson Justice Court	State of Arizona	Joseph Gonzales	Joseph Gonzales / 202 W Trails Rd #3 Payson AZ	None	6/21/17	Attempted				McDaniel
6/21/17	Criminal Summons	J0404CR2017000271	Payson Justice Court	State of Arizona	Joseph Gonzales	Joseph Gonza;es / 1151 Christopher Creek Loop # 1 Payson AZ	None	6/22/17	Attempted			126.3	McDaniel
6/21/17	Criminal Summons	J0404CR2017000271	Payson Justice Court	State of Arizona	Joseph Gonzales	Joseph Gonzales / 611 Elk Ridge Dr Payson AZ	Joseph Gonzales / 611 Elk Ridge Dr Payson AZ	6/22/17	Served				McDaniel
6/22/17	Injunction Against Harassment	J0404CV207000359	Payson Justice Court	Protected Information	Michael Pastika	Michael Pastika / 6272 Fairholm Rd Pine AZ	Michael Pastika / 6272 Fairholm Rd Pine AZ	6/22/17	Served				McDaniel
6/23/17	Divorce Packet	DO201700197	Gila County Superior	Elaine Umbower	Ronald Umbower	Ronald Umbower / 475 Javalina Rd Beaver Valley AZ	None	6/22/17	Attempted				McDaniel
6/22/17	Subpoena	J0404CR2017000216	Payson Justice Court	State of Arizona	Michael Tipton	Deputy McClure / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	6/22/17	Served				McDaniel
6/22/17	Summons Eviction Action	2017CV361-FD	Payson Justice Court	BKS Investments LLC	Anthony Crombie	Anthony Crombie / 4230 N HWY 87 #16 Pine AZ	Posted & Certified Mailed 4230 N HWY 87 #16 Pine	6/22/17	Served				McDaniel
6/23/17	Subpoena	J0404TR2017001093	Payson Justice Court	State of Arizona	Joshua Wolfgramm	Officer Zimmerman / 201 N Colcord Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/23/17	Served			78.3	McDaniel
6/23/17	Subpoena	M0444TR2017012272	Payson Magistrate	State of Arizona	Christopher Schmitz	Officer Beeson / 303 N Beeline HWY Payson AZ	PPD Reception / 303 N Beeline HWY Payson AZ	6/23/17	Served				McDaniel
6/22/17	Divorce Packet	DO201700197	Gila County Superior	Elaine Umbower	Ronald Umbower	Ronald Umbower / 475 Javalina Rd Beaver Valley AZ	None	6/23/17	Attempted				McDaniel
6/22/17	Divorce Packet	DO201700197	Gila County Superior	Elaine Umbower	Ronald Umbower	Ronald Umbower / 475 Javalina Rd Beaver Valley AZ	None	6/23/17	Attempted				McDaniel
6/22/17	Divorce Packet	DO201700197	Gila County Superior	Elaine Umbower	Ronald Umbower	Ronald Umbower / 475 Javalina Rd Beaver Valley AZ	Ronald Umbower / 108 W Main St Payson AZ	6/23/17	Served				McDaniel
6/23/17	Summons Eviction Action	2017CV363-FD	Payson Justice Court	Alberto Castorena	Joyce Crockett	Joyce Crockett / 421 Moonlight Dr Star Valley AZ	Joyce Crockett / 421 Moonlight Dr Star Valley AZ	6/23/17	Served				McDaniel
6/22/17	Subpoena	2017CR12073	Payson Magistrate	State of Arizona	Wesley White	Jeremy Miller / Protected Information	None	6/23/17	Attempted				McDaniel
6/23/17	Injunction Against Harassment	J0404CV2017000365	Payson Justice Court	Protected Information	Jessica Hill	Jessica Hill / Confidential	Jessica Hill / Confidential	6/23/17	Served				McDaniel
6/23/17	Subpoena	2017CR12073	Payson Magistrate	State of Arizona	Wesley White	David Nichols / Protected Information	None	6/23/17	Attempted				McDaniel
6/23/17	Subpoena	2017CR12073	Payson Magistrate	State of Arizona	Wesley White	David Nichols / Protected Information	David Nichols / Protected Information	6/26/17	Served			82.3	McDaniel
6/26/17	Subpoena	CR2016-658	Globe Justice Court	State of Arizona	Jon Stewart	Kenneth Wortman / Protected Information	Kenneth Wortman / Protected Information	6/26/17	Served				McDaniel
6/26/17	Subpoena	J0404TR2017000555	Payson Justice Court	State of Arizona	Joseph Clayton	Officer Vaca / 201 N Colcord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/26/17	Served				McDaniel
6/26/17	Notice to Appear; Petition	JV201700116	Gila County Superior	State of Arizona	Protected Information	Protected Information	None	6/26/17	Attempted				McDaniel
6/26/17	Notice to Appear; Petition	JV201700116	Gila County Superior	State of Arizona	Protected Information	Kenneth Gordy / 116 N Orion Dr #2 Star Valley AZ	Kenneth Gordy / 116 N Orion Dr #2 Star Valley AZ	6/26/17	Served				McDaniel
6/26/17	Notice to Appear; Petition	JV201700115	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	6/26/17	Served				McDaniel
6/26/17	Notice to Appear; Petition	JV201700115	Gila County Superior	State of Arizona	Protected Information	Aubrey Rocabado / 809 W Overland Rd Payson AZ	None	6/26/17	Attempted				McDaniel

Constable Activity Log - Monthly

Constable: McDaniel

Deputy: Phillips

County: Gila

Clerk: Rust

Precinct: Payson

Total Cases Served/Attempted: 150

Mileage Total: 2066.3

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/26/17	Notice to Appear; Petition	JV201700121	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	6/26/17	Served				McDaniel
6/26/17	Notice to Appear; Petition	JV201700121	Gila County Superior	State of Arizona	Protected Information	Steven McBroom / 1001 S Goodfellow Rd #7 Payson AZ	Steven McBroom / 1001 S Goodfellow Rd #7 Payson AZ	6/26/17	Served				McDaniel
6/26/17	Order of Protection	DO201700205	Gila County Superior	Protected Information	Michael Whealdon	Michael Whealdon / 200 N Tonto Payson AZ	Michael Whealdon / 200 N Tonto Payson AZ	6/26/17	Served				McDaniel
6/26/17	Injunction Against Harassment	J0404CV2017000370	Payson Justice Court	Protected Information	Anna Fisher	Anna Fisher / 603 S Ponderosa Payson AZ	Anna Fisher / 603 S Ponderosa Payson AZ	6/26/17	Attempted				McDaniel
6/26/17	Injunction Against Harassment	J0404CV2017000370	Payson Justice Court	Protected Information	Anna Fisher	Anna Fisher / 603 S Ponderosa Payson AZ	Anna Fisher / 603 S Ponderosa Payson AZ	6/26/17	Served				McDaniel
6/22/17	Subpoena	2017CR12073	Payson Magistrate	State of Arizona	Wesley White	Jeremy Miller / Protected Information	Jeremy Miller / Protected Information	6/26/17	Served				McDaniel
6/26/17	Notice to Appear; Petition	JV201700123	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	6/26/17	Attempted				McDaniel
6/26/17	Notice to Appear; Petition	JV201700123	Gila County Superior	State of Arizona	Protected information	Roxanne Castle / 1101 N Tyrolean Dr Payson AZ	None	6/26/17	Attempted				McDaniel
6/27/17	Criminal Subpoena	CR201700049	Gila County Superior	State of Arizona	James Shannon	Deputy Engler / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	6/27/17	Served			143.6	McDaniel
6/27/17	Criminal Subpoena	CR201700049	Gila County Superior	State of Arizona	James Shannon	Theresa Meeker / Protected Information	Theresa Meeker / Protected Information	6/27/17	Served				McDaniel
6/27/17	Criminal Subpoena	CR201700049	Gila County Superior	State of Arizona	James Shannon	Kalynn Hall / Protected Information	Kalynn Hall / Protected Information	6/27/17	Served				McDaniel
6/27/17	Summons & Complaint	2017CV306SC	Payson Justice Court	David Sanders	All Hours RV LLC	Tim LaTour / 117 W Quail Trl Tonto Basin AZ	Tim LaTour / 117 W Quail Trl Tonto Basin AZ	6/27/17	Served				McDaniel
6/27/17	Injunction Against Harassment	J0404CV2017000371	Payson Justice Court	Protected Information	Patrick Bailey	Patrick Bailey 613 W Randall Ln Payson AZ	None	6/27/17	Attempted				McDaniel
6/27/17	Injunction Against Harassment	J0404CV2017000371	Payson Justice Court	Protected Information	Patrick Bailey	Patrick Bailey 613 W Randall Ln Payson AZ	Patrick Bailey / 100 N Beeline HWY Payson AZ	6/28/17	Served			61	McDaniel
6/28/17	Divorce Packet	FC2017050135	Maricopa County Superior	Doreen Austin	Gary Austin	Gary Austin 1110 N William Tell Cir Payson AZ	None	6/28/17	Attempted				McDaniel
6/28/17	Divorce Packet	FC2017050135	Maricopa County Superior	Doreen Austin	Gary Austin	Gary Austin 300 N Beeline HWY Payson AZ	Gary Austin 300 N Beeline HWY Payson AZ	6/28/17	Served				McDaniel
6/29/17	Order of Protection	J0404CV2017000374	Payson Justice Court	Protected Information	Lorelei Cilione	Lorelei Cilione 108 W Main St GCSO Jail Payson AZ	Lorelei Cilione 108 W Main St GCSO Jail Payson	6/29/17	Served			53	Deputy Todd
6/29/17	Child Custody Packet	DO201700207	Gila County Superior	Elizabeth Krigbaum	Weslee Sexton	Weslee Sexton / 108 W Main St GCSO Jail Payson AZ	Weslee Sexton / 108 W Main St GCSO Jail Payson	6/29/17	Served				Deputy Todd
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Deputy Kerszykowsi / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	6/30/17	Served			48.1	McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Deputy Halenar / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Officer Varga / 303 N Beeline Hwy Payson AZ	PPD Reception / 303 N Beeline HWY Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Officer McAnerny / 303 N Beeline HWY Payson AZ	PPD Reception / 303 N Beeline HWY Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Officer Remos / 201 N Colcord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Officer Skaggs / 201 N Colord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Officer Thomason / 201 N Colord rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Officer Rush / 201 N Colcord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Detective Willis / 201 N Colord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/30/17	Served				McDaniel
6/30/17	Criminal Subpoena	CR2017-097	Gila County Superior	State of Arizona	Lewis Wright	Officer Axlund / 201 N colord Rd Payson AZ	DPS Clipboard / 201 N Colcord Rd Payson AZ	6/30/17	Served				McDaniel
6/30/17	Summons Eviction Action	2017CV377FD	Payson Justice Court	Cheryl Wait	Steven Ray	Steven Ray / 200 W Frontier #5 Payson AZ	Steven Ray / 200 W Frontier #5 Payson AZ	6/30/17	Served				McDaniel
6/30/17	Order to Show Cause	PO400DO201700176	Gila County Superior	Lacey James	Mandy Jacoby	Lacey James / 606 W. Saddle Lane Payson AZ	Lacey James / 606 W. Saddle Lane Payson AZ	6/30/17	Served				McDaniel

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

119645

DATE 6-30-2017

GRANT #

DEPOSIT TO FUND General Fund FUND #

REMITTING DEPT Payson Pregional Constable #324

SERVICE RENDERED Jorvice Feed June 2017

Account Code	Revenue Description	Amount	
1005.324.3405.80	Jorvice Feed	1132	12 KK
		48	00
		1180	12 KK
		1180	11 KK

Authorized Signature Kimberly Brust Title Constable Clerk

SUMMARY OF DEPOSIT

Currency	366—
Coins	.63
Checks	813.48
Total	1180.11

2x50
11x20
4x10
1x5
1x1

TREASURER By Date

ORIGINATING OFFICE

98494

Terry Phillips
Deputy Constable

Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2016-2017

2016-2017 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	105	2,005.5	$1,309.00	$875.00	$2,184.00
AUGUST	156	2,244.8	$1,810.00	$875.00	$2,685.00
SEPTEMBER	124	2,368.3	$1,634.40	$875.00	$2,509.40
OCTOBER	108	1,762.9	$684.20	$875.00	$1,559.20
NOVEMBER	85	1,792.3	$1,143.96	$875.00	$2,018.96
DECEMBER	122	2,296.6	$1,297.04	$875.00	$2,172.04
JANUARY	124	1,672.7	$1,176.00	$875.00	$2,051.00
FEBRUARY	84	2,432.1	$1,420.24	$875.00	$2,295.24
MARCH	118	2,287.5	$949.48	$875.00	$1,824.48
APRIL	94	2,295.1	$1,222.68	$875.00	$2,097.68
MAY	105	2,788.3	$1,325.44	$875.00	$2,200.44
JUNE	122	2,066.3	$1,141.32	$875.00	$2,016.32
YEAR TOTAL:	1,347	26,012.4	$15,113.76	$10,500.00	$25,613.76

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

ARF-4440 **Consent Agenda Item** **5. EE.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: March, April May 2017

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

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Information

Subject

Payson Regional Justice of the Peace Monthly Activity Reports for March, April & May 2017.

Suggested Motion

Acknowledgement of the March, April and May 2017 monthly activity reports submitted by the Payson Regional Justice of the Peace's Office.

Attachments

March 2017

April 2017

May 2017

PAYSON JUSTICE COURT TREASURER'S RECAP

MARCH, 2017 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 47.97	$ 2.40	$ 45.57
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	$ 50.00	$ 2.50	$ 47.50
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	$ 152.47		$ 152.47
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ -	$ -	$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,523.48		$ 1,523.48
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 7,159.60	$ 357.98	$ 6,801.62
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 4,600.00	$ 230.00	$ 4,370.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 907.63	$ 45.38	$ 862.25
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 359.03	$ 17.95	$ 341.08
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 1,136.52	$ 56.83	$ 1,079.69
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 13,408.84	$ 670.44	$ 12,738.40
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 1,066.21	$ 53.31	$ 1,012.90
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ 125.80	$ 6.29	$ 119.51
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 757.86	$ 37.89	$ 719.97
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 528.21		$ 528.21
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 159.53	$ 7.98	$ 151.55
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 980.96		$ 980.96
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 365.48	$ 18.27	$ 347.21
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 412.15		$ 412.15
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ 451.97	$ 22.60	$ 429.37
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,980.40	$ 99.02	$ 1,881.38
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 1,457.88	$ 72.89	$ 1,384.99
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 182.19	$ 9.11	$ 173.08
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 0.68	$ 0.03	$ 0.65
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 96.38	$ 4.82	$ 91.56
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 618.11	$ 30.91	$ 587.20
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ 4.42	$ 0.22	$ 4.20
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 8.00	$ 0.40	$ 7.60
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 1.40	$ 0.07	$ 1.33
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	$ 28.59	$ 1.43	$ 27.16
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ -	$ -	$ -
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ 31.24	$ 1.56	$ 29.68
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ 3,526.62	$ 176.33	$ 3,350.29
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ 0.37	$ 0.02	$ 0.35
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 723.00	$ 36.15	$ 686.85
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 930.32		$ 930.32
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 620.20		$ 620.20
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ -	$ -	$ -
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		$ 345.57	$ 17.28	$ 328.29
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	$ 500.00	$ 25.00	$ 475.00
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 78.62	$ 3.93	$ 74.69
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 344.31	$ 17.22	$ 327.09
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 20.00	$ 1.00	$ 19.00
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,408.99		$ 2,408.99
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,592.58		$ 1,592.58
Game and Fish - Wildlife	ZGF		STATE	$ 115.85	$ 5.79	$ 110.06
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 51.05	$ 2.55	$ 48.50
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 2,306.71	$ 115.34	$ 2,191.37
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 1,038.12	$ 51.91	$ 986.21
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 50.00		$ 50.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 181.14	$ 9.06	$ 172.08
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 9.65	$ 0.48	$ 9.17
TOTALS				$ 53,446.10	$ 2,212.34	$ 51,233.76
			TOTAL ADJUSTED BALANCE VERIFICATION			$ 51,233.76

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/6/17	5857	$ 45,456.36	GILA COUNTY TREASURER
	5858	$ 7,758.49	ARIZONA STATE TREASURER
	5859	$ 50.00	GILA COUNTY BAD CHECK PROGRAM
	5860	$ 172.08	SHERIFF SUSPENDED PLATES AND HURF
	5861	$ 9.17	POLICE SUSPENDED PLATES AND HURF
		$ 53,446.10	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for MARCH, 2017.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: March 2017

CRIMINAL TRAFFIC	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	**128**	**5**	**153**	**286**
Filed	**3**	**1**	**26**	**30**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**131**	**6**	**179**	**316**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**4**	**1**	**31**	**36**
TOTAL TERMINATIONS	**4**	**1**	**31**	**36**
Statistical Correction	0	0	0	**0**
Pending End of Month	**127**	**5**	**148**	**280**

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
227	0	0	**227**	**0**	**3**	**3**	0	**224**

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
365	211	0	576	0	13	236	249	0	327

Civil Traffic Hearings Held: **5**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed **40** Trans In **0** **TOTAL** **40**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: March 2017

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	538	64	0	**602**	0	51	51	*0*	**551**
Failure to Appear (Non-Traffic)	36	0	0	**36**	0	4	4	*0*	**32**
TOTAL	574	64	0	**638**	0	55	55	0	**583**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **0** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
28	**22**	**0**	50	**0**	**22**	22	0	**28**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **159**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: March 2017

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	**24**	**0**	**154**	**178**
Filed	**11**	**8**	**24**	**43**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**35**	**8**	**178**	**221**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**5**	**6**	**24**	**35**
TOTAL TERMINATIONS	**5**	**6**	**24**	**35**
Statistical Correction	0	0	0	**0**
Pending End of Month	**30**	**2**	**154**	**186**

Small Claims Hearings Held/Defaults: **3**

Civil Court Trials Held: **7**

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: **0**

Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	**9**	**9**	**0**	**9**
Harassment	**12**	**9**	**3**	**12**

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: **9**

Injunction Against: **1**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: **0**

Fugitive Complaints Filed: **4**

Juvenile Hearings Held: **0**

Search Warrants Issued: **11**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: March 2017

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**109**
Serious Violations	**3**
All Other Violations	**401**
TRAFFIC TOTAL	**513**

CRIMINAL WARRANTS OUTSTANDING

Felony	**31**
Misdemeanor	**419**
CRIMINAL TOTAL	**450**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

4-17-17
Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP

APRIL, 2017 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 52.82	$ 2.64	$ 50.18
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	$ 65.88		$ 65.88
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ 97.37	$ 4.87	$ 92.50
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ 5.13	$ 0.26	$ 4.87
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,017.16		$ 1,017.16
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 4,779.97	$ 239.00	$ 4,540.97
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 4,300.00	$ 215.00	$ 4,085.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 612.57	$ 30.63	$ 581.94
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 394.99	$ 19.75	$ 375.24
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 1,264.32	$ 63.22	$ 1,201.10
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 8,652.42	$ 432.62	$ 8,219.80
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 711.77	$ 35.59	$ 676.18
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ 7.40	$ 0.37	$ 7.03
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 323.55	$ 16.18	$ 307.37
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 310.09		$ 310.09
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 175.60	$ 8.78	$ 166.82
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 575.89		$ 575.89
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 402.13	$ 20.11	$ 382.02
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 153.03		$ 153.03
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ 541.14	$ 27.06	$ 514.08
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,322.14	$ 66.11	$ 1,256.03
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 1,000.84	$ 50.04	$ 950.80
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 125.09	$ 6.25	$ 118.84
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 5.61	$ 0.28	$ 5.33
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 104.17	$ 5.21	$ 98.96
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 376.26	$ 18.81	$ 357.45
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ 4.42	$ 0.22	$ 4.20
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 4.00	$ 0.20	$ 3.80
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 6.06	$ 0.30	$ 5.76
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	$ 2.10	$ 0.11	$ 1.99
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ -	$ -	$ -
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ 13.38	$ 0.67	$ 12.71
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ 2,503.86	$ 125.19	$ 2,378.67
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 898.01	$ 44.90	$ 853.11
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 853.02		$ 853.02
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 568.68		$ 568.68
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ 30.00	$ 1.50	$ 28.50
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		$ 238.27	$ 11.91	$ 226.36
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 216.73	$ 10.84	$ 205.89
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 350.93	$ 17.55	$ 333.38
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 102.50	$ 5.13	$ 97.37
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 807.49		$ 807.49
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 899.12		$ 899.12
Game and Fish - Wildlife	ZGF		STATE	$ 46.45	$ 2.32	$ 44.13
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 51.05	$ 2.55	$ 48.50
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 493.00	$ 24.65	$ 468.35
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 228.59	$ 11.43	$ 217.16
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 200.00		$ 200.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 479.11	$ 23.96	$ 455.15
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 9.65	$ 0.48	$ 9.17
TOTALS				$ 36,383.76	$ 1,546.69	$ 34,837.07
				TOTAL ADJUSTED BALANCE VERIFICATION		$ 34,837.07

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/2/17	5878	$ 32,598.05	GILA COUNTY TREASURER
	5879	$ 3,121.39	ARIZONA STATE TREASURER
	5880	$ 200.00	GILA COUNTY BAD CHECK PROGRAM
	5881	$ 455.15	SHERIFF SUSPENDED PLATES AND HURF
	5882	$ 9.17	CITY POLICE SUSPENDED PLATES AND HURF
		$ 36,383.76	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for APRIL, 2017.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: April 2017

	CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	128	6	140	274
Filed	10	2	21	33
Transferred In	0	0	0	0
SUBTOTAL	138	8	161	307
Transferred Out	0	0	0	0
Other Terminations	17	3	28	48
TOTAL TERMINATIONS	17	3	28	48
Statistical Correction	0	0	0	0
Pending End of Month	121	5	133	259

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
222	0	0	222	0	2	2	0	220

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
337	102	0	439	0	19	189	208	0	231

Civil Traffic Hearings Held: **4**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed **20** Trans In **0** **TOTAL** **20**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: April 2017

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	562	60	0	**622**	0	69	69	*0*	**553**
Failure to Appear (Non-Traffic)	32	0	0	**32**	0	2	2	*0*	**30**
TOTAL	594	60	0	**654**	0	71	71	0	**583**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **0** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
28	**67**	**0**	95	**0**	**73**	73	0	**22**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **133**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: April 2017

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	26	3	158	187
Filed	4	9	32	45
Transferred In	0	0	0	0
SUBTOTAL	30	12	190	232
Transferred Out	0	0	0	0
Other Terminations	3	11	42	56
TOTAL TERMINATIONS	3	11	42	56
Statistical Correction	0	0	0	0
Pending End of Month	27	1	148	176

Small Claims Hearings Held/Defaults: 0

Civil Court Trials Held: 10

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	9	9	0	9
Harassment	13	8	1	9

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 3

Injunction Against: 5

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 1

Juvenile Hearings Held: 0

Search Warrants Issued: 5

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2017

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**103**
Serious Violations	**3**
All Other Violations	**407**
TRAFFIC TOTAL	**513**

CRIMINAL WARRANTS OUTSTANDING

Felony	**30**
Misdemeanor	**416**
CRIMINAL TOTAL	**446**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

5-17-17
Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP

MAY, 2017 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 52.36	$ 2.62	$ 49.74
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	$ 108.26		$ 108.26
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ 61.74	$ 3.09	$ 58.65
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ 3.26	$ 0.16	$ 3.10
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,109.40		$ 1,109.40
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 5,213.81	$ 260.69	$ 4,953.12
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 3,600.00	$ 180.00	$ 3,420.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 664.37	$ 33.22	$ 631.15
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 391.77	$ 19.59	$ 372.18
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 1,022.64	$ 51.13	$ 971.51
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 10,170.30	$ 508.52	$ 9,661.78
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 776.43	$ 38.82	$ 737.61
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ 7.39	$ 0.37	$ 7.02
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 117.01	$ 5.85	$ 111.16
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 489.89		$ 489.89
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 174.17	$ 8.71	$ 165.46
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 909.78		$ 909.78
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 399.07	$ 19.95	$ 379.12
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 136.82		$ 136.82
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ 770.49	$ 38.52	$ 731.97
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,442.19	$ 72.11	$ 1,370.08
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 1,106.06	$ 55.30	$ 1,050.76
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 138.25	$ 6.91	$ 131.34
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 0.81	$ 0.04	$ 0.77
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 55.75	$ 2.79	$ 52.96
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 485.68	$ 24.28	$ 461.40
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ 0.42	$ 0.02	$ 0.40
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 8.72	$ 0.44	$ 8.28
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 1.75	$ 0.09	$ 1.66
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	$ 11.80	$ 0.59	$ 11.21
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ -	$ -	$ -
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ 39.46	$ 1.97	$ 37.49
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ 2,769.69	$ 138.48	$ 2,631.21
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 1,423.24	$ 71.16	$ 1,352.08
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 793.23		$ 793.23
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 528.82		$ 528.82
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ 0.52	$ 0.03	$ 0.49
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		$ 265.99	$ 13.30	$ 252.69
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 185.35	$ 9.27	$ 176.08
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 40.76	$ 2.04	$ 38.72
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 65.00	$ 3.25	$ 61.75
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,393.43		$ 1,393.43
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,174.25		$ 1,174.25
Game and Fish - Wildlife	ZGF		STATE	$ 24.40	$ 1.22	$ 23.18
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 51.07	$ 2.55	$ 48.52
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 1,659.27	$ 82.96	$ 1,576.31
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 411.71	$ 20.59	$ 391.12
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 350.00		$ 350.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 193.36	$ 9.67	$ 183.69
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 10.05	$ 0.50	$ 9.55
TOTALS				$ 40,809.99	$ 1,690.80	$ 39,119.19
				TOTAL ADJUSTED BALANCE VERIFICATION		$ 39,119.19

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
6/2/17	5902	$ 35,383.39	GILA COUNTY TREASURER
	5903	$ 4,883.36	ARIZONA STATE TREASURER
	5904	$ 350.00	GILA COUNTY BAD CHECK PROGRAM
	5905	$ 183.69	SHERIFF SUSPENDED PLATES AND HURF
	5906	$ 9.55	CITY POLICE SUSPENDED PLATES AND HURF
		$ 40,809.99	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for MAY, 2017.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: May 2017

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	126	5	133	264
Filed	9	1	23	33
Transferred In	0	0	0	0
SUBTOTAL	135	6	156	297
Transferred Out	0	0	0	0
Other Terminations	7	2	28	37
TOTAL TERMINATIONS	7	2	28	37
Statistical Correction	0	0	0	0
Pending End of Month	128	4	128	260

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
253	9	0	262	0	9	9	0	253

**READ: These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
228	301	0	529	0	12	177	189	0	340

Civil Traffic Hearings Held: 1

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed 77 Trans In 0 TOTAL 77

Printed: 06/15/17 10:16:37AM

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: May 2017

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	517	66	0	**583**	0	67	67	*0*	**516**
Failure to Appear (Non-Traffic)	35	0	0	**35**	0	1	1	*0*	**34**
TOTAL	552	66	0	**618**	0	68	68	0	**550**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **0** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
22	**3**	**0**	25	**0**	**4**	4	0	**21**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **155**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: May 2017

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	26	2	146	174
Filed	5	9	28	42
Transferred In	0	0	0	0
SUBTOTAL	31	11	174	216
Transferred Out	0	0	0	0
Other Terminations	2	10	43	55
TOTAL TERMINATIONS	2	10	43	55
Statistical Correction	0	0	0	0
Pending End of Month	29	1	131	161

Small Claims Hearings Held/Defaults: 1

Civil Court Trials Held: 13

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	11	11	0	11
Harassment	13	12	1	13

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 4

Injunction Against: 7

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 0

Juvenile Hearings Held: 0

Search Warrants Issued: 8

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: May 2017

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**101**
Serious Violations	**3**
All Other Violations	**395**
TRAFFIC TOTAL	**499**

CRIMINAL WARRANTS OUTSTANDING

Felony	**30**
Misdemeanor	**414**
CRIMINAL TOTAL	**444**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

6-15-17
Date of Preparation

Printed: 06/15/17 10:23:51AM

ARF-4430 **Consent Agenda Item** **5. FF.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: Monthly Report for May and June 2017

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice Court monthly reports for May and June 2017.

Suggested Motion

Acknowledgment of the May and June 2017 monthly activity reports submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly Report for May 2017

Monthly Report for June 2017

May, 2017 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 203.52	$ 10.18	$ 193.34
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 426.69	$ 21.34	$ 405.35
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 67.50	$ 3.38	$ 64.12
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 4,896.63	$ -	$ 4,896.63
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 3,948.92	$ -	$ 3,948.92
Game and Fish - Wildlife	ZGF		STATE	$ 46.34	$ 2.32	$ 44.02
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,945.77	$ 97.29	$ 1,848.48
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 53.06	$ 2.66	$ 50.40
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ 2.29	$ 0.12	$ 2.17
Public Safety Equipment Fund	ZPSEF		STATE	$ 1,565.29	$ 78.27	$ 1,487.02
State Treasurer - General Fund	ZSTAT		STATE	$ 22.92	$ 1.15	$ 21.77
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	$ 68.67	$ 3.44	$ 65.23
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	$ 30.14	$ 1.51	$ 28.63
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		$ 64.13	$ 3.21	$ 60.92
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		$ 3.37	$ 0.17	$ 3.20
Citizens Clean Elections	ZCEF	888-2061	T888-2061	$ 2,079.87	$ -	$ 2,079.87
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	$ 10,071.52	$ 503.58	$ 9,567.94
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,500.00	$ 75.00	$ 1,425.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	$ 1,069.43	$ 53.48	$ 1,015.95
DUI Abatement	ZDUIA	889-2061	T889-2061	$ 24.50	$ 1.23	$ 23.27
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	$ 514.08	$ 25.71	$ 488.37
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-483	$ 22.60	$ 1.13	$ 21.47
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,721.16	$ 86.06	$ 1,635.10
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 19,473.63	$ 973.69	$ 18,499.94
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	$ 1,435.37	$ 71.77	$ 1,363.60
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-486	$ 4,059.14	$ 202.96	$ 3,856.18
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 869.28	$ -	$ 869.28
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 228.65	$ -	$ 228.65
Judicial Collection Enhancement $13	ZJCS	840-2061	T840-2061	$ 1,617.81	$ -	$ 1,617.81
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	$ 523.24	$ 26.17	$ 497.07
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-465	$ 1,778.33	$ -	$ 1,778.33
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 407.04	$ 20.36	$ 386.68
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 56.10	$ -	$ 56.10
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-486	$ 37.39	$ -	$ 37.39
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 137.86	$ 6.90	$ 130.96
Law Enforcement Boating Safety Fund	ZLEAB			$ -	$ -	$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 303.20	$ 15.16	$ 288.04
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	$ 2,785.71	$ 139.29	$ 2,646.42
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	$ 1,428.48	$ 71.43	$ 1,357.05
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	$ 178.47	$ 8.93	$ 169.54
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	$ 54.91	$ 2.75	$ 52.16
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	$ 61.83	$ 3.10	$ 58.73
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	$ 557.69	$ 27.89	$ 529.80
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	$ 21.42	$ 1.08	$ 20.34
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	$ -	$ -	$ -
Officer Safety Equipment-Animal Control	ZOS10	937-2061	T942-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	$ -	$ -	$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	0953-2061	$ 0.29	$ 0.02	$ 0.27
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	$ 15.11	$ 0.76	$ 14.35
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	$ 2.67	$ 0.14	$ 2.53
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	$ 0.21	$ 0.02	$ 0.19
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 25.31	$ 1.27	$ 24.04
Over Payment Refund	ZOVR			$ 1,017.16	$ -	$ 1,017.16
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-483	$ 216.44	$ 10.83	$ 205.61
Prison Construction Fund	ZPCOF	908-2061	T908-2061	$ 3,214.36	$ 160.72	$ 3,053.64
Probation Surcharge 2006 ($10.00)	ZPRS6	871-2061	T871-2061	$ 231.94	$ 11.60	$ 220.34
Probation Surcharge 2009 ($20.00)	ZPRS9	871-2061	T871-2061	$ 3,703.71	$ 185.19	$ 3,518.52
Probation Surcharge $5.00	ZPRSU	871-2061	T871-2061	$ 130.58	$ 6.53	$ 124.05
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 209.94	$ -	$ 209.94
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 2,110.38	$ -	$ 2,110.38
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-486	$ 1,406.91	$ -	$ 1,406.91
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 597.59	$ 29.88	$ 567.71
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0883-2061		$ 5.22	$ 0.27	$ 4.95
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	$ 330.82	$ 16.55	$ 314.27
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R	$ 50.00	$ 2.50	$ 47.50
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	$ 10.09	$ 0.51	$ 9.58
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 6.27	$ 0.32	$ 5.95
TOTALS				**$ 79,648.95**	**$ 2,969.82**	**$ 76,679.13**

TOTAL ADJUSTED BALANCE VERIFICATION	$ 76,679.13
TOTAL RESTITUTION RECEIVED	$ 968.19
TOTAL RECEIPTS THIS MONTH	$ 80,617.14

***$1017.16 Refunded to defendants - see ledger for over pymt. refund**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
6/8/2017	9545	$ 12,962.22	ARIZONA STATE TREASURER
6/8/2017	9546	$ 65,606.54	GILA COUNTY TREASURER
6/8/2017	9547	$ 47.50	GILA COUNTY SHERIFF D.A.R.E.
6/8/2017	9548	$ 5.95	CITY POLICE SUSPENDED PLATES
6/8/2017	9549	$ 9.58	MIAMI POLICE SUSPENDED PLATES
		$ 78,631.79	TOTAL DISTRIBUTIONS THIS MONTH

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of May, 2017.

Justice of the Peace

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: May, 2017

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$ 4,683.00**
RECEIVED DURING THE MONTH	**$ 9,448.00**
DISBURSED DURING THE MONTH	**$ 4,200.00**
BALANCE AT THE END OF THE MONTH	**$ 9,931.00**

Financial Clerk/Court Manager

Justice of the Peace

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

June, 2017 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 144.39	$ 7.22	$ 137.17
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 82.40	$ 4.12	$ 78.28
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 126.33	$ 6.32	$ 120.01
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 4,027.66	$ -	$ 4,027.66
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,669.54	$ -	$ 2,669.54
Game and Fish - Wildlife	ZGF		STATE	$ 33.26	$ 1.67	$ 31.59
Extra DUI Assessment $500	ZGFDU		STATE	$ 881.86	$ 44.10	$ 837.76
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 70.52	$ 3.53	$ 66.99
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ 2.29	$ 0.12	$ 2.17
Public Safety Equipment Fund	ZPSEF		STATE	$ 1,230.55	$ 61.53	$ 1,169.02
State Treasurer General Fund	ZSTAT		STATE	$ 22.92	$ 1.15	$ 21.77
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	$ 45.86	$ 2.30	$ 43.56
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	$ 35.65	$ 1.79	$ 33.86
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		$ 120.02	$ 6.01	$ 114.01
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		$ 6.31	$ 0.32	$ 5.99
Citizens Clean Elections	ZCEF	888-2061	T888-2061	$ 1,270.05	$ -	$ 1,270.05
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	$ 6,111.88	$ 305.60	$ 5,806.28
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 2,000.00	$ 100.00	$ 1,900.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	$ 741.42	$ 37.08	$ 704.34
DUI Abatement	ZDUIA	889-2061	T889-2061	$ 350.00	$ 17.50	$ 332.50
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	$ 343.21	$ 17.17	$ 326.04
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-483	$ 38.15	$ 1.91	$ 36.24
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,067.18	$ 53.36	$ 1,013.82
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 12,675.32	$ 633.77	$ 12,041.55
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	$ 889.05	$ 44.46	$ 844.59
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-486	$ 2,759.24	$ 137.97	$ 2,621.27
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 765.19	$ -	$ 765.19
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 152.65	$ -	$ 152.65
Judicial Collection Enhancement $13	ZJCS	840-2061	T840-2061	$ 1,421.02	$ -	$ 1,421.02
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	$ 349.40	$ 17.47	$ 331.93
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-465	$ 2,155.91	$ -	$ 2,155.91
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 110.00	$ 5.50	$ 104.50
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 29.68	$ -	$ 29.68
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-486	$ 19.78	$ -	$ 19.78
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 175.00	$ 8.75	$ 166.25
Law Enforcement Boating Safety Fund	ZLEAB			$ -	$ -	$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 284.20	$ 14.21	$ 269.99
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	$ 1,690.51	$ 84.53	$ 1,605.98
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	$ 1,495.19	$ 74.76	$ 1,420.43
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	$ 186.80	$ 9.34	$ 177.46
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	$ 50.46	$ 2.53	$ 47.93
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	$ 42.90	$ 2.15	$ 40.75
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	$ 625.28	$ 31.27	$ 594.01
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	$ 9.06	$ 0.46	$ 8.60
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	$ -	$ -	$ -
Officer Safety Equipment-Animal Control	ZOS10	937-2061	T942-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	$ -	$ -	$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	0953-2061	$ 4.25	$ 0.22	$ 4.03
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	$ 11.03	$ 0.56	$ 10.47
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	$ 4.53	$ 0.23	$ 4.30
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 26.63	$ 1.34	$ 25.29
Over Payment Refund	ZOVR			$ 238.00	$ -	$ 238.00
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-483	$ 232.41	$ 11.63	$ 220.78
Prison Construction Fund	ZPCOF	908-2061	T908-2061	$ 2,040.52	$ 102.03	$ 1,938.49
Probation Surcharge 2006 ($10.00)	ZPRS6	871-2061	T871-2061	$ 155.60	$ 7.78	$ 147.82
Probation Surcharge 2009 ($20.00)	ZPRS9	871-2061	T871-2061	$ 3,871.49	$ 193.57	$ 3,677.92
Probation Surcharge $5.00	ZPRSU	871-2061	T871-2061	$ 62.80	$ 3.14	$ 59.66
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 191.37	$ -	$ 191.37
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 1,910.65	$ -	$ 1,910.65
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-486	$ 1,273.76	$ -	$ 1,273.76
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -
Technical Registration Fund ($15 Drug offenses)	ZTECH	0883-2061		$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	$ 357.59	$ 17.88	$ 339.71
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R	$ -	$ -	$ -
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	$ 10.09	$ 0.51	$ 9.58
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	$ 10.04	$ 0.51	$ 9.53
TOTALS				**$ 57,708.85**	**$ 2,079.37**	**$ 55,629.48**
			TOTAL ADJUSTED BALANCE VERIFICATION			**$ 55,629.48**
			TOTAL RESTITUTION RECEIVED			**$ 510.94**
			TOTAL RECEIPTS THIS MONTH			**$ 58,219.79**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
7/3/2017	9575	$ 9,161.96	ARIZONA STATE TREASURER
7/3/2017	9576	$ 48,289.78	GILA COUNTY TREASURER
		$ -	GILA COUNTY SHERIFF D.A.R.E.
7/3/2017	9577	$ 9.53	GPD SUSPENDED PLATES
7/3/2017	9578	$ 9.58	MPD SUSPENDED PLATES
		$ 57,470.85	TOTAL DISTRIBUTIONS THIS MONTH
		$ 238.00	Over Payment Refunded

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of June, 2017.

Justice of the Peace

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: June, 2017

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$ 10,877.79**
RECEIVED DURING THE MONTH	**$ 1,710.23**
DISBURSED DURING THE MONTH	**$ 12,150.02**
BALANCE AT THE END OF THE MONTH	**$ 438.00**

Financial Clerk/Court Manager

Justice of the Peace

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-4471 **Consent Agenda Item** **5. GG.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: July 18, 2017 and July 25, 2017

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

July 18, 2017 and July 25, 2017, Board of Supervisors' Meeting Minutes.

Suggested Motion

Approval of the July 18, 2017, and July 25, 2017, Board of Supervisors' meeting minutes.

Attachments

07-18-17 Meeting Notes

07-25-17 Meeting Notes

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: July 18, 2017

TOMMIE C. MARTIN Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
WOODY CLINE Member	By: Marian Sheppard Clerk of the Board
TIM R. HUMPHREY Member	Gila County Courthouse Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (by phone); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney and 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

The Gila County Board of Supervisors met in a special session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Sherry Grice led the Pledge of Allegiance and the invocation was given by Pastor Nic Jones of Maranatha Baptist Church in Globe.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion to obtain public comment regarding the adoption of the final FY 2017-2018 Gila County Budget.

James Menlove, County Manager, advised that there have been very few changes since the Gila County FY 2017-2018 Tentative Budget was adopted by the Board of Supervisors on June 27, 2017. He asked Olivia Todd, Accountant, to provide a PowerPoint presentation. Ms. Todd reviewed the Board of Supervisors' directives with regard to this year's budget, which was to not increase the County property tax rate; operate within resultant reduction in property tax revenue; maintain public service levels; and provide for a balanced budget. The Budget Assumptions slide was reviewed. Ms. Todd commented that this year's budget was prepared on a modified accrual basis of accounting. Other accomplishments with regard to this year's budget process was that communication and transparency were improved; two public forums were held in Globe and Payson; areas were identified for future process improvement; and by early October, a more informative and user-friendly budget book will be

produced. The Summary of Final Budget slide is as follows; County property tax rate - no change; County property tax revenue – decrease 2.9%; overall authorized positions – decrease 26.67 FTE (full time equivalent) with General Fund FTEs – decreased 30.96; and Budget prepared on a 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, and expenditures budgeted as liabilities that are expected to be incurred. In the past credit card purchases were paid by the Finance Department and later charged to other departments and elected offices. In the Gila County FY 2016-2017 Budget, these purchases were netted to zero dollars; whereas, in the Gila County FY 2017-2018 Budget, they are reflected as both revenue and expense of $1,800,000. The same applies to insurance premiums that are paid by the Human Resources Department and charged out to other departments and elected offices. In the Gila County FY 2016-2017 Budget, these purchases were netted to zero dollars; whereas, in the Gila County FY 2017-2018 Budget, they are reflected as both revenue and expense of $4,398,845. Ms. Todd then reviewed the impact of accounting changes for this year's budget, as follows:

	($)
FY 2017-2018 Total Budget	98,859,359
FY 2016-2017 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 2016-2017	(1.4%)

At the conclusion of the presentation, Chairman Humphrey announced that he would "back up" to state into the record that Supervisor Martin is participating in the meeting by phone and she had asked Chairman Humphrey to chair today's meeting.

Chairman Humphrey asked the Board members if they had any questions or comments; none were offered, so he opened the public hearing at this time. No comments were offered, so he closed the public hearing. He thanked Mr. Menlove and Ms. Todd for the presentation.

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, Clerk of the Board, advised that there is an internal review process for liquor license applications to ensure that there are no pending issues with regard to other departments and elected offices. She stated that the Treasurer's Office, Health Department and Planning and Zoning Department have reviewed the application and confirmed that there aren't any pending issues. Ms. Sheppard advised that she has not received any written opposition to this application. Chairman Humphrey opened the public hearing at this time; no comments were offered, so he closed the public hearing and asked for a Board motion. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously adopted Order No. LL-17-02, which is a recommendation of approval from the Board to Supervisors to the Arizona Department of Liquor Licenses and Control.

Item 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. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gia County Library District Board of Directors.

Jacque Sanders, Assistant County Manager/Librarian, advised that the Library District Board must adopt its budget and then at the time the Board of Supervisors adopts the Gila County Budget, the Library District Budget is also adopted as part of the County Budget. She referred to a table to illustrate the budgeted and actual amounts for the Gila County Library District FY 2016-2017 Budget versus the amounts for the Gila County Library District FY 2017-2018 Budget. Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously adopted the final Gila County Library District FY 2017-2018 Budget.

Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened 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.

Mr. Menlove explained that with regard to governmental activity, there are two sets of books; one book is to report like a business and the other book is to report like a government. He then those present from the Finance Department to stand and he publicly thanked them for their efforts on this year's budget. Each Board member thanked Mr. Menlove and his staff for producing clear and concise information in all of the budget documents. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously adopted 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. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office and attached to the minutes.)**

C. Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 070317 - On-Call Design and Architectural Services.

Mr. Menlove advised that the County has some upcoming infrastructure projects and the Public Works Division Director believes that it will be too much for just one person to perform the design and architectural work on all of them, so it is necessary to obtain outside professional services. Chairman Martin advised that Jefferson Dalton, Deputy Gila County Attorney and Civil Bureau Chief, would like to make some comments with regard to this agenda item. Mr. Dalton advised that he looked at the Request for Qualifications document attached to the agenda item; however, it does not contain his requested revisions. A brief conversation ensued and it was confirmed that the incorrect document was attached, so it was recommended to table any Board action on this item to a future meeting so that the correct document could be attached. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously tabled this agenda item to a future Board meeting.

D. Information/Discussion/Action to approve the amended Bylaws of the Gila County Community Action Program Advisory Board.

Malissa Buzan, Community Services Division Director, advised that the Community Services block grant is funded through the federal government. One of the requirements for the receipt of funding is that there must be a local Community Action Program (CAP) Advisory Board in place. She further advised that every few years the CAP Advisory Board reviews its bylaws to make any needed changes. Chairman Humphrey inquired as to the number of Board members to which Ms. Buzan replied there are 9 members. She offered to send each Board member the list of CAP Advisory Board members. Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously approved the amended Bylaws of the Gila County CAP Advisory Board.

Item 4 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval 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. (This agenda item was moved to the regular agenda for discussion and a Board action – see below.)

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 Jun 23, 2017.

Chairman Humphrey read aloud agenda item 4, which is the approval of Consent Agenda action items. Supervisor Cline advised that item 4A needs to be moved to the regular agenda for discussion and action. Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously moved Consent Agenda action item 4A to the regular agenda. Chairman Humphrey called on Mr. Dalton to address his concerns. Mr. Dalton stated he reviews contracts to determine their legal compliance. The Arizona Revised Statutes requires that any governmental contract must contain language pertaining to the immigration law. Some of the governmental agencies have refused to comply with this statutory requirement, so Mr. Dalton said that puts him in an "awkward position to inform the Board of Supervisors." He advised that this agreement is with the Arizona Criminal Justice Commission which attempted to insert the required language into the agreement; however, not all of the required information was inserted. He added that the agreement contains links to certain websites and sometimes one website will refer to another website, so in order to have all the required information, a list of those websites should be provided with the contract so the County can have a hard copy. Supervisor Martin expressed her appreciation to Mr. Dalton for the explanation and then she asked the Chairman if he was ready to receive a motion to which Chairman Humphrey agreed. Supervisor Martin made a

motion to approve 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, which was seconded by Supervisor Cline. Chairman Humphrey then asked for the question and Supervisor Cline stated that he appreciates Mr. Dalton's stance on this issue because it is important to follow the law. He stated, "There is no reason this (statutorily required language) is not standard in all of these contracts. No reason we should be kicking these things back to clean up a simple paragraph. I totally respect the law and that is why the legislature is in place and when it comes to this, it is a real simple fix. It puts us in a bad position because there is a lot of money on the line. I want to get across to everybody that this will have to change." Chairman Humphrey added that when a problem such as this one arises, he feels that the other governmental agency would be as much to blame for the contract. He then called for the vote which passed 2 to 0. Supervisor Cline did not vote.

Supervisor Martin made a motion to approve the remaining Consent Agenda action items 4B-4D, which was seconded by Supervisor Cline and unanimously approved.

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 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.

Don Ascoli, a resident of Payson, apologized that he was unable to be present for the public hearing on the County's budget earlier in today's meeting. He stated that this is the first Board meeting he has attended since Supervisors Humphrey and Cline were seated, so he welcomed them. Mr. Ascoli referred to slides 3 and 4 of the budget presentation which outlines the Board's direction with regard to the budget and the budget assumptions. He expressed his appreciation for the Board directing that the property tax rate should remain unchanged. He addressed the payments to the Public Safety Retirement System and stated, "It appears the County is handling it…" and he noted that the Town Payson is in a "crisis mode." Chairman Humphrey thanked Mr. Ascoli for his comments. There were no other comments from the public.

Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member and Mr. Menlove presented a brief summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 10:57 a.m.

APPROVED:

_____

Tim R. Humphrey, Acting Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: July 25, 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

PRESENT: Tommie Martin, Chairman (by phone); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; 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.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Just prior to the meeting being called to order, Chairman Martin thanked Vice-Chairman Humphrey for agreeing to chair today's meeting as she would be participating by phone and was unsure if there would be good phone reception. Chairman Humphrey called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he stated that Supervisor Martin would be participating by phone and Supervisor Cline and he are present at the Globe Courthouse. He then asked James Menlove to lead the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Presentation by representatives of ASARCO regarding the proposed land exchange between ASARCO and the Bureau of Land Management.

Robin Barnes, ASARCO Corporate Land Manager, advised that the purpose of today's meeting is to provide the Board with information pertaining to the Ray Land Exchange, which is a proposed administrative land exchange between ASARCO LLC and the Bureau of Land Management (BLM) that began in 1993. ASARCO LLC is seeking to acquire 10,976 acres of BLM land around the existing Ray-Hayden Operations, which is located near Kearny, Arizona, in Gila and Pinal Counties. The BLM will acquire 7,304 acres of environmentally sensitive land in Mohave and Pinal Counties. This mutually beneficial land exchange will add to the life of the Ray Mine and allow the BLM to consolidate areas of critical environmental concern for future preservation and public

access. She reviewed the legal history, as follows: The BLM issued a Record of Decision (ROD) approving the land exchange in 2000. Environmental groups [collectively, the Center for Biological Diversity (CBD)] filed an appeal in May 2001 objecting to the ROD, which was denied. The CBD went through an appeal process and secured a favorable opinion from the 9th Circuit of Appeals (COA) in November 2010. The COA determined that the Environmental Impact Statement (EIS) was flawed in one respect. This ruling required the production of a Supplemental EIS (SEIS). The work on the SEIS began in 2011 and was completed in May 2015. In May 2015, a Notice of Availability (NOA) package was submitted to the BLM's Washington, D.C. office for approval to allow for a notice to be published in the federal register to begin the 90-day public comment period. That process requires 15 signatures and only 13 signatures were obtained, so the process was stalled. ASARCO is hoping that the SEIS will be released for public comment in early September 2017. Once the 90-day public comment period has ended, the BLM will review and respond to the comments, make the appropriate revisions to the SEIS, and prepare a Final SEIS and a Supplemental ROD.

Supervisor Martin acknowledged the importance of ASARCO operating one of the last three remaining copper smelters in the United States. She stated, "We need to do anything to assist ASARCO in their endeavor, not only for economic development but for a national security issue." She then asked Ms. Barnes if the Board could do anything to help facilitate this land exchange. Ms. Barnes replied that at this point she does not need anything from the Board; however, she stated that at the time the NOA makes it through the BLM, she would appreciate the Board issuing a letter of support for the land exchange. The Board members all offered their support to write the letter, when needed. Ms. Barnes also offered to provide a tour of the ASARCO operations in the future. All Board members thanked Ms. Barnes for the presentation.

B. Information/Discussion to update the Board of Supervisors on the status of the hearing officer project and review of hearing procedures by Environmental Health, Animal Control, Onsite Wastewater, Flood Plain, and Planning and Zoning.

Michael O'Driscoll, Health and Emergency Management Division Director, advised that on March 28, 2017, the Board of Supervisors held a work session whereby James Menlove, Gila County Finance Director, discussed the idea of converting County hearing officers from part-time employee status to independent contractors. After the discussion, the Board of Supervisors directed staff to move forward and create a plan to convert the hearing officers to independent contractors. Further, the Board requested staff to present the finalized plan at a future work session. A group comprised of County staff was formed to determine the "next steps" that would be required to fully convert the hearing officers to independent contractors. Mr. O'Driscoll recommended the following: Ordinance No. 05-01 – Gila County Hearing Officer would need to be

amended; the Finance Department would need to create a Request for Qualifications that would be sent out for independent contractors; and each of the five programs that will utilize a hearing officer would need to update or create internal hearing procedures for Board of Supervisors' review and approval. The five programs are: Gila County Flood Control District, Onsite Wastewater program, Building and Zoning issues, Public Health nuisances, and Animal Control violations. Each Board member commented favorably on Mr. O'Driscoll's proposed plan of action and extended their appreciation to Mr. O'Driscoll and his staff for their efforts on this issue.

C. Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 070317 - On-Call Design and Architectural Services.

Steve Sanders, Public Works Division Director, advised that this Request for Qualifications (RFQ) was presented at the Board of Supervisors' meeting on July 18th; however, at that time the Board tabled any action on this item because the revised RFQ was not attached to the agenda item. Mr. Sanders stated that the County could utilize a state contract for architectural services, but it is a lengthy process. He added that there are several local architects who are not on the state contract and it would be easier and quicker to obtain their services for the many smaller projects that are planned for the future. Instead of going out to bid each time the services of an architect are needed, Mr. Sanders suggested implementing contracts with one or more architects to be utilized as needed on a specific project. Supervisor Cline inquired if it would be faster and cost less to utilize architects that are not on the state contract to which Mr. Sanders replied that the architects who are authorized under the state contract are typically with bigger companies. Historically, it costs approximately $130-$150 per hour for those architects utilized under the state contract and approximately $70 per hour for independent contractors who are not under the state contract. Chairman Humphrey exclaimed that it would be beneficial to have a contract in place with one or more architects whenever a smaller project comes up to save time. Supervisor Martin stated that she is in favor of hiring local architects, if possible. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously approved RFQ No. 070317.

D. Information/Discussion/Action to adopt revised Policy No. BOS-FIN-002 - Procurement-Contracts to allow the Board of Supervisors the authority to waive the requirement that a contract must not obligate Gila County for more than 4 years in order to execute any contract that is between Gila County and a state or federal agency and that has been developed by that agency.

James Menlove, County Manager, stated that state (and federal) governmental agencies generate and execute many thousand contracts per year and

intergovernmental grant agreements, in particular, are typically put in place for a period of five years. The County's policy states that a contract should not go longer than four years, so in order to enter into a contract with a state or federal agency for a term of five years, it would require the Board to override the County's policy. This proposed policy change would allow the Board to execute contracts with a state or federal agency for five years and be in compliance with the County's policy. Supervisor Cline questioned the reason the previous Board authorized the policy to state that contracts may not go beyond four years. Mr. Menlove replied that he assumes it was because a Board member's term of office is four years, so if a new Board member was elected, that member could have an opportunity to review the contract. He added that typically contracts are presented to the Board once a year for annual renewals. Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously adopted revised Policy No. BOS-FIN-002 - Procurement-Contracts.

Item 3 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Jon Cornell, KQSS radio station news reporter, wanted clarification that the Board's action with regard to the previous agenda item (2D) was that a contract could be executed beyond a term of four years *only* if it is with a state or federal agency. Chairman Humphrey affirmed that he was correct.

Item 4 - 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.

Chairman Humphrey, Supervisor Cline, Supervisor Martin and Mr. Menlove presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 10:46 a.m.

APPROVED:

_____

Tim R. Humphrey, Acting Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

ARF-4468 **Consent Agenda Item** **5. HH.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: 07/04/17, 07/11/17, 07/18/17, and 07/25/17

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources reports for the weeks of July 4, 2017, July 11, 2017, July 18, 2017, and July 25, 2017.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of July 4, 2017, July 11, 2017, July 18, 2017, and July 25, 2017.

Attachments

HR Summary Report

07/04/17 Human Resources Report

07/11/17 Human Resources Report

07/18/17 Human Resources Report

07/25/17 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
DEPARTURES	**60**	11	6	8	10	12	6	7					
NEW HIRES REGULAR STATUS	**43**	7	5	5	7	9	2	8					
NEW HIRES TEMPORARY STATUS	**16**	0	1	1	1	0	13	0					
END OF PROBATIONARY PERIOD	**72**	8	11	14	10	6	14	9					
DEPARTMENTAL TRANSFERS	**45**	8	2	8	6	9	5	7					
OTHER ACTIONS	**94**	15	4	12	0	4	10	49					
REQUEST TO POST	**81**	11	9	16	10	7	14	14					
Total Transactions	**411**	**60**	**38**	**64**	**44**	**47**	**64**	**94**	**0**	**0**	**0**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
JULY 4, 2017

DEPARTURES:

1. Rachel Cliburn – Health and Emergency Services – Public Health Nurse – 08/11/17 – Immunization(.95)/Family Planning(.05) Funds – DOH 12/19/16
2. Calley Anderson – County Attorney's Office – Deputy County Attorney Senior – 07/14/17 – General Fund – DOH 03/02/15

NEW HIRES

3. Janice Cook – Board of Supervisors – Executive Administrative Assistant – 07/03/17 – General Fund – FY18 position

END PROBATIONARY PERIOD:

4. Melissa Henderson – Board of Supervisors – Deputy Clerk of Board – 07/17/17 – General Fund

DEPARTMENTAL TRANSFERS:

5. Christina Lopez – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 06/26/17 – General Fund – Replacing Michelle Yerkovich
6. Christine M. Lopez – From School Superintendent's Office – To Board of Supervisors – From Administrative Assistant – To Executive Administrative Assistant District 2 – 07/10/17 – General Fund – Replacing Sherry Grice

OTHER ACTIONS:

7. Michael Lemon – Health and Emergency Services – Environmental Health Specialist – 06/26/17 – From Health Service Fund(.10)/Prop 201 Smoke Free AZ Act(.90) Funds – To Health Service Fund(.25)/Prop 201 Smoke Free AZ Act(.75) – Change in fund code
8. Vicky Cruz – County Attorney's Office – Child Support Case Manager – 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
9. Victoria Wampole – County Attorney's Office – Child Support Case Manager - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
10. Michele Salas – County Attorney's Office – Child Support Case Manager - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
11. Regina Miranda – County Attorney's Office – Child Support Case Manager - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
12. Maria Rasmussen – County Attorney's Office – Child Support Case Manager - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
13. Kari Pratt – County Attorney's Office – Child Support Case Manager - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
14. Travis Shields – County Attorney's Office – Deputy County Attorney - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
15. Stephanie Gillum – County Attorney's Office – Child Support Services Supervisor - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
16. Rebecca Barajas – County Attorney's Office – Child Support Services Lead - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
17. Cynthia Castaneda – County Attorney's Office – Child Support Services Lead - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code

18. Tammy Guevara – County Attorney's Office – Child Support Case Manager - 07/01/17 – From IV-D Incentive/SSRE Fund – To IV-D Child Support Fund – Change in fund code
19. Danielle Toumberlin – County Attorney's Office – Child Support Case Manager - 07/01/17 – From IV-D Incentive/SSRE Fund – To IV-D Child Support Fund – Change in fund code
20. Susan Williams – Globe Justice Court – Temporary Justice Court Clerk – 06/30/17 – General Fund – Extending temporary employment an additional six months
21. Terri Powell – Treasurer's Office – Treasurer Services Supervisor – 08/01/17 – General Fund – Changing resignation from 08/02/17 to 08/01/17
22. Michael Scannell – Board of Supervisors – From Deputy County Manager – To Part-Time Deputy County Manager – 07/31/17 – General Fund – Reduction in hours

REQUEST TO POST:

23. Treasurer's Office – Treasurer Services Specialist – Vacated by P. Denise Cox
24. Community Development – Chief Building Official – Vacated by Scott Buzan
25. Health and Emergency Services – Public Health Nurse – Vacated by Rachel Cliburn
26. Computer Services – IT Systems Administrator – Vacated by Sarah Bennett
27. County Attorney's Office – Legal Secretary Senior – Vacated by Karla Sipes

HUMAN RESOURCES ACTION ITEMS
JULY 11, 2017

DEPARTURES:

1. Morgan Epperson – Community Development – Permit Technician – 07/12/17 – General Fund – DOH 08/04/14

OTHER ACTIONS:

2. Candy Bell – Human Resources – From Human Resources Assistant – To Human Resources Administrative Assistant – 07/01/17 – General Fund – Reclassification
3. Michael Johnson – Sheriff's Office – Undersheriff – 07/01/17 – General Fund – Change in fund code
4. Christopher McGroarty – Sheriff's Office – Professional Standards Investigator – 07/01/17 – General Fund – Change in fund code
5. Raymond Fulton – Sheriff's Office – Special Investigator(.48) – 07/01/17 – General Fund – Change in fund code

REQUEST TO POST:

6. Health and Emergency Services – EM/PHEP Manager – Vacated by Joshua Beck
7. Health and Emergency Services – Administrative Clerk Senior – Vacated by Bianca Melford
8. Community Development – Permit Technician – Vacated by Morgan Epperson
9. Payson Justice Court – Part-Time Bailiff – Vacated by Arthur Decker
10. School Superintendent's Office – Administrative Assistant – Vacated by Christine Lopez

HUMAN RESOURCES ACTION ITEMS
JULY 18, 2017

DEPARTURES:

1. M. Sonny Orcasitas – Community Services – Housing Project Administrator – 07/07/17 – Housing Fund – DOH 03/14/16
2. Vanessa Barajas – Probation – Juvenile Detention Officer – 07/07/17 – General Fund – DOH 07/26/04
3. Barbra White – Health and Emergency Services – Community Health Specialist – 08/04/17 – Various Funds – DOH 03/29/12

NEW HIRES:

4. Charles Leftwich Jr – County Attorney's Office – Deputy County Attorney – 07/24/17 – General Fund – Replacing Seymour Gruber
5. Troy Davenport – Public Works – Recycling and Landfill Operations Worker Senior – 07/25/17 – Recycling and Landfill Management Fund – Replacing Thomas Dando

END PROBATIONARY PERIOD:

6. Cathy Melvin – Board of Supervisors – Executive Administrative Assistant – 07/01/17 – General Fund
7. Mark Brooks – Public Works – Vehicle and Equipment Mechanic – 08/01/17 – Public Works Fund
8. Amy O'Connor – Recorder's Office – Voter Registration Coordinator – 08/22/17 – General Fund
9. Scott Warren – Public Works – Survey Supervisor – 07/24/17 – Public Works Fund

DEPARTMENTAL TRANSFERS:

10. Seymour Gruber – County Attorney's Office – From Deputy County Attorney – To Deputy County Attorney Senior – 07/24/17 – General Fund – Replacing Calley Anderson
11. Amber Warden – Finance – From Accountant Senior – To Accounting Manager – 07/10/17 – General Fund – Replacing Robert Mawson
12. Lisa Wilckens – Finance – From Accountant – To Accountant Senior – 07/10/17 – General Fund – Replacing Amber Warden
13. Olivia Todd – Finance – From Accountant – To Accountant Senior – 07/10/17 – General Fund – Replacing Robert Mawson

OTHER ACTIONS:

14. Bree'na York – Community Services – Fiscal Services Manager – 07/01/17 – Various Funds – Change in fund codes
15. Lillie Vega – Community Services – Administrative Clerk Senior – 07/01/17 – Various Funds – Change in fund codes
16. Phillis Weaver – Community Services – Community Services Worker – 07/01/17 – GEST Fund – Change in fund codes
17. Allison Torres – Community Services – Social Services Case Manager – 07/01/17 – Various Funds – Change in fund codes
18. Amanda Robles – Community Services – Community Services Worker – 07/01/17 – GEST Fund – Change in fund codes
19. Dorine Prine – Community Services – Community Action Program Administrator – 07/01/17 – From CAP Fund – To Various Funds – Change in fund codes
20. Janet Ostrom – Community Services – Community Services Worker – 07/01/17 – GEST Fund – Change in fund codes

21. Helene Lopez – Community Services – GEST Program Manager – 07/01/17 – GEST Fund – Change in fund codes
22. Shirley Jack – Community Services – Temporary Mobile Crew – 07/01/17 – GEST Fund – Change in fund codes
23. Matthew Garcia – Community Services – Community Services Worker – 07/01/17 – GEST Fund – Change in fund codes
24. David Falquez – Community Services – Temporary Mobile Crew – 07/01/17 – GEST Fund – Change in fund codes
25. Teresa Chernov – Community Services – Community Services Worker – 07/01/17 – GEST Fund – Change in fund codes
26. Ricky Cayouette Jr - Community Services – Temporary Mobile Crew – 07/01/17 – GEST fund - Change in fund codes
27. Patricia Campos – Community Services – Section 8 Program Administrator – 07/01/17 – From Housing Fund – To Various Funds – Change in fund codes
28. Malissa Buzan – Community Services – Director of Community Services – 07/01/17 – Various Funds – Change in fund codes
29. Eric Butler – Community Services – Temporary Mobile Crew – 07/01/17 – GEST Fund - Change in fund codes
30. Leona Bowman – Community Services – Community Services Worker – 07/01/17 – GEST Fund – Change in fund codes
31. Elsa Bobier – Community Services – Administrative Clerk Senior – 07/01/17 – From CAP Fund – To Various Funds – Change in fund codes
32. Estelle Belarde – Community Services – Deputy Director of Community Services – 07/01/17 – Various Funds – Change in fund codes
33. Angela Anthony – Community Services – Community Services Worker – 07/01/17 – GEST Fund – Change in fund codes
34. Dana True – Community Services – Accounting Clerk Senior – 07/01/17 – Various Fund Codes – Change in fund codes

REQUEST TO POST:

35. Community Services – Housing Project Administrator - Vacated by M. Sonny Orcasitas
36. Probation - Administrative Clerk Specialist – Vacated by Taylor Kilbourne
37. Assessor's Office – Administrative Assistant – Vacated by Rose Holiday
38. Health and Emergency Services – Community Health Specialist – Vacated by Barbra White

HUMAN RESOURCES ACTION ITEMS
JULY 25, 2017

DEPARTURES:

1. Tina DeSchaaf – Payson Justice Court – Justice Court Operations Manager – 07/14/17 – General Fund – DOH 06/19/92

NEW HIRES:

2. George Noblia – Public Works – Building Maintenance Technician – 08/07/17 – Facilities Management Fund – Replacing W. Perry Wyrick
3. Sterling Hunt – Probation – Juvenile Detention Officer – 07/31/17 – General Fund – Replacing Vanessa Barajas
4. Angel Hooke – Probation – Juvenile Detention Officer – 07/31/17 – General Fund – Replacing Yolanda Spurgeon
5. Gilbert Jacinto – Probation – Juvenile Detention Officer – 07/31/17 – General Fund – Replacing Douglas Rutherford
6. Amanda Anderson – Treasurer's Office – Treasurer Services Specialist – 07/31/17 – General Fund – Replacing P. Denise Cox

END PROBATIONARY PERIOD:

7. Christopher McGroarty – Sheriff's Office – Professional Standards Investigator – 07/11/17 – General Fund
8. Rochelle Madrid – Public Works – Custodian – 08/08/17 – Facilities Management Fund
9. Donald Riggins – Public Works – Building Maintenance Technician Senior – 08/22/17 – Facilities Management Fund
10. Lisa Foster – Probation – Deputy Probation Officer 1 – 08/01/17 – Diversion Intake(.50)/Juvenile Intensive Probation Supervision(.50) Funds

DEPARTMENTAL TRANSFERS:

11. P. Denise Cox – Treasurer's Office – From Treasurer Services Specialist – To Treasurer Services Supervisor – 08/02/17 – General Fund – Replacing Terri Powell

OTHER ACTIONS:

12. Thoreina Hensley – Sheriff's Office – Deputy Sheriff – 07/10/17 – From Sheriff BLESF Program – To General Fund –Special assignment
13. Barbara Romero – Probation – From Administrative Clerk Senior – To Administrative Clerk Specialist – 07/10/17 – State Aid Enhancement Fund – Reclassification
14. Karrie Schaal – Probation – From Administrative Clerk Senior – To Administrative Clerk Specialist – 07/10/17 – State Aid Enhancement Fund – Reclassification
15. Juliane DeSpain – Probation – From Administrative Clerk Senior – To Administrative Clerk Specialist – 07/10/17 – Adult Intensive Probation Supervision Fund – Reclassification
16. Monica Boyce – Probation – From Administrative Clerk Senior – To Administrative Clerk Specialist – 07/10/17 – Diversion Intake(.50)/Juvenile Standards Probation(.50) Funds – Reclassification
17. Dana True – Community Services – Accounting Clerk Senior – 07/10/17 – Various Funds – End of special assignment and fund code change
18. Juley Bocardo-Homan – Human Resources – Compensation and Risk Management Administrator – 07/10/17 – General Fund – Salary correction

19. Paula Horn – Health and Emergency Services – Deputy Director of Health – 07/10/17 – Health Service(.80)/Prescription Drug Overdoes Prevention(.20) Funds – Salary correction

ARF-4478 **Consent Agenda Item** **5. II.**

Regular BOS Meeting

Meeting Date: 08/08/2017

Reporting Period: June 27, 2017 - July 24, 2017

Submitted For: Amber Warden, Accountant Senior

Submitted By: Amber Warden, Accountant Senior

Information

Subject

Finance Reports/ demands/ transfers for the reporting period of June 27, 2017, through July 24, 2017.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of June 27, 2017, through July 24, 2017.

Attachments

Finance Reports 06-27-17 to 07-24-17

Finance Reports 06-27-17 to 07-24-17 Voids

*****Gila County*****

Payment Register

From Payment Date: 6/27/2017 - To Payment Date: 7/24/2017

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
Check				
284420	06/29/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	$4,969.38
284421	06/29/2017	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	$80.00
284422	06/29/2017	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE-TAX	$3,302.10
284423	06/29/2017	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	$140,862.26
284424	06/29/2017	Accounts Payable	AZCOPS	$30.00
284425	06/29/2017	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	$5,649.17
284426	06/29/2017	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	$26,770.69
284427	06/29/2017	Accounts Payable	DELTA MANAGEMENT ASSOCIATES INC	$141.84
284428	06/29/2017	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	$18.72
284429	06/29/2017	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	$9,285.43
284430	06/29/2017	Accounts Payable	EORP LEGACY	$1,543.65
284431	06/29/2017	Accounts Payable	FRATERNAL ORDER OF POLICE	$131.20
284432	06/29/2017	Accounts Payable	GILSBAR FSA	$100.00
284433	06/29/2017	Accounts Payable	JP MORGAN CHASE DOR	$25,310.42
284434	06/29/2017	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	$79,019.30
284435	06/29/2017	Accounts Payable	JP MORGAN CHASE FICA EE	$55,797.18
284436	06/29/2017	Accounts Payable	JP MORGAN CHASE FICA ER	$55,797.18
284437	06/29/2017	Accounts Payable	JP MORGAN CHASE MEDICARE EE	$13,131.36
284438	06/29/2017	Accounts Payable	JP MORGAN CHASE MEDICARE ER	$13,131.36
284439	06/29/2017	Accounts Payable	METLIFE	$240.00
284440	06/29/2017	Accounts Payable	MIDLAND FUNDING LLC C/O JOHNSON MARK	$243.87
284441	06/29/2017	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$3,886.50
284442	06/29/2017	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	$1,047.85
284443	06/29/2017	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	$17.50
284444	06/29/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$52,503.64
284445	06/29/2017	Accounts Payable	SECURITY BENEFIT GROUP	$1,200.00
284446	06/29/2017	Accounts Payable	US DEPARTMENT OF EDUCATION	$141.06
284447	06/29/2017	Accounts Payable	WADDELL & REED	$892.50
284449	06/29/2017	Accounts Payable	AGILE ACCESS CONTROL, INC.	$105,338.31
284450	06/29/2017	Accounts Payable	AGILE ACCESS CONTROL, INC.	$46,242.60

Payment Register

From Payment Date: 6/27/2017 - To Payment Date: 7/24/2017

284451	06/29/2017	Accounts Payable	AGILE ACCESS CONTROL, INC.	$19,196.59
284452	07/03/2017	Accounts Payable	AFFILION OF COBRE VALLEY PLL	$332.40
284453	07/03/2017	Accounts Payable	ALLIANT GAS LLC	$396.40
284454	07/03/2017	Accounts Payable	ALLIED FIRE PROTECTION INC	$536.82
284455	07/03/2017	Accounts Payable	ALTERNATIVE EQUITIES LLC	$700.00
284456	07/03/2017	Accounts Payable	AMAZON.COM LLC	$3,162.29
284457	07/03/2017	Accounts Payable	APACHE GOLD CONVENTION CENTER	$500.00
284458	07/03/2017	Accounts Payable	ARIZONA DEPARTMENT OF JUVENILE CORRECTIONS	$94,400.00
284459	07/03/2017	Accounts Payable	ARIZONA PUBLIC SERVICE	$891.73
284460	07/03/2017	Accounts Payable	ARIZONA STATE PRISON GLOBE	$857.00
284461	07/03/2017	Accounts Payable	ARIZONA WATER COMPANY	$1,646.39
284462	07/03/2017	Accounts Payable	AT&T	$46.36
284463	07/03/2017	Accounts Payable	AT&T	$15.96
284464	07/03/2017	Accounts Payable	ATOMIC PEST CONTROL LLC	$70.00
284465	07/03/2017	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	$950.00
284466	07/03/2017	Accounts Payable	Blackstone Security Services, Inc.	$5,812.00
284467	07/03/2017	Accounts Payable	Blueline Services LLC	$490.00
284468	07/03/2017	Accounts Payable	Byrum, Susan, K	$1,125.00
284469	07/03/2017	Accounts Payable	C&M COMMUNICATIONS	$13,309.49
284470	07/03/2017	Accounts Payable	Cable One	$407.98
284471	07/03/2017	Accounts Payable	Cengage Learning, Inc.	$283.70
284472	07/03/2017	Accounts Payable	CenturyLink	$2,226.35
284473	07/03/2017	Accounts Payable	CenturyLink Business Services	$3,026.21
284474	07/03/2017	Accounts Payable	CHAMBERS, BRYAN, B	$276.42
284475	07/03/2017	Accounts Payable	Cobre Valley Regional Medical Center	$230.94
284476	07/03/2017	Accounts Payable	CREDIT CARD REVOLVING FUND	$117,407.08
284477	07/03/2017	Accounts Payable	Dell Marketing LP	$35,214.36
284478	07/03/2017	Accounts Payable	DJ's Companies, Inc.	$157.76
284479	07/03/2017	Accounts Payable	DODD, PATRICIA	$10.00
284480	07/03/2017	Accounts Payable	Drake Equipment of Arizona Inc	$715.67
284481	07/03/2017	Accounts Payable	Earth Mover Tire Sales, Inc.	$225.00
284482	07/03/2017	Accounts Payable	Earthquest Plumbing, Inc.	$2,813.75
284483	07/03/2017	Accounts Payable	Elledge, Samantha, S	$3,900.00
284484	07/03/2017	Accounts Payable	Empire Machinery	$4,506.27

Payment Register

From Payment Date: 6/27/2017 - To Payment Date: 7/24/2017

284485	07/03/2017	Accounts Payable	Empire Southwest LLC	$2,598.73
284486	07/03/2017	Accounts Payable	FABOK, GLINDA, S	$644.90
284487	07/03/2017	Accounts Payable	Foundation Building Materials, LLC	$745.78
284488	07/03/2017	Accounts Payable	Freightliner of Arizona, LLC	$876.93
284489	07/03/2017	Accounts Payable	FRENCH, THOMAS	$81.91
284490	07/03/2017	Accounts Payable	GILA COUNTY TREASURER	$2,118.55
284491	07/03/2017	Accounts Payable	GlaxoSmithKline	$5,380.54
284492	07/03/2017	Accounts Payable	Globe Fence Company	$13,074.96
284493	07/03/2017	Accounts Payable	GreatAmerica Leasing Corporation	$288.62
284494	07/03/2017	Accounts Payable	Healthcare Medical Waste Services	$510.55
284495	07/03/2017	Accounts Payable	High Desert Humane Society	$500.00
284496	07/03/2017	Accounts Payable	High Desert Humane Society	$500.00
284497	07/03/2017	Accounts Payable	HORNUNG, DAVID	$125.00
284498	07/03/2017	Accounts Payable	Inland Kenworth (US), Inc	$2,905.93
284499	07/03/2017	Accounts Payable	Integrity Attorney Services, Inc.	$160.10
284500	07/03/2017	Accounts Payable	Intermountain West Civil Constructors, Inc	$66,550.16
284501	07/03/2017	Accounts Payable	J.K. Ekman NP-C, LLC.	$300.00
284502	07/03/2017	Accounts Payable	JaLin Enterprises Inc.	$6,050.33
284503	07/03/2017	Accounts Payable	Jani-Serv, Inc	$4,136.83
284504	07/03/2017	Accounts Payable	Kelly Services, Inc.	$1,515.58
284505	07/03/2017	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc	$577.97
284506	07/03/2017	Accounts Payable	Kwik Kool Refrigeration Inc	$714.93
284507	07/03/2017	Accounts Payable	La Casa Bella Builders LLC	$10,311.44
284508	07/03/2017	Accounts Payable	Lamont Mortuary of Globe	$2,940.00
284509	07/03/2017	Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC	$897.00
284510	07/03/2017	Accounts Payable	LESSARD, STEVEN	$39.54
284511	07/03/2017	Accounts Payable	MAYS, RUBIN	$112.50
284512	07/03/2017	Accounts Payable	MCKEEN, DANNY, E	$95.42
284513	07/03/2017	Accounts Payable	Medical Diagnostic Imaging Group, Ltd.	$20.47
284514	07/03/2017	Accounts Payable	MERCK SHARP & DOHME CORP	$13,534.44
284515	07/03/2017	Accounts Payable	Messinger Payson Funeral Home, Inc.	$6,135.00
284516	07/03/2017	Accounts Payable	Michael L. Freeman	$6,454.00
284517	07/03/2017	Accounts Payable	Multitech	$84.19
284518	07/03/2017	Accounts Payable	NEWTON, BRENDA, F	$12.50

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284519	07/03/2017	Accounts Payable	PAYSON JUSTICE COURT	$82.90
284520	07/03/2017	Accounts Payable	PAYSON SLEEP SERVICES, INC.	$322.50
284521	07/03/2017	Accounts Payable	PHOENIX TIRE INC	$1,386.85
284522	07/03/2017	Accounts Payable	PINE STRAWBERRY WATER IMP DIS	$45.55
284523	07/03/2017	Accounts Payable	PINNACLE PREVENTION CORP	$23,500.00
284524	07/03/2017	Accounts Payable	PRINTING BY GEORGE	$413.96
284525	07/03/2017	Accounts Payable	REYES, EDWARD, A	$12.50
284526	07/03/2017	Accounts Payable	RIVES, LARRY, LEROY	$708.75
284527	07/03/2017	Accounts Payable	RODRIGUEZ CONSTRUCTIONS INC	$3,751.50
284528	07/03/2017	Accounts Payable	SANDERS CUSTOM SIGNS	$86.65
284529	07/03/2017	Accounts Payable	SANOFI PASTEUR INC	$832.43
284530	07/03/2017	Accounts Payable	SC FUELS	$653.85
284531	07/03/2017	Accounts Payable	SD CRANE BUILDERS INC	$6,752.85
284532	07/03/2017	Accounts Payable	SHREEVE ROOFING INC	$150.00
284533	07/03/2017	Accounts Payable	SODEN, JEREMY	$19.16
284534	07/03/2017	Accounts Payable	SOUTHWEST GAS	$1,271.72
284535	07/03/2017	Accounts Payable	SPARKLETTS	$961.25
284536	07/03/2017	Accounts Payable	SPOK INC	$15.39
284537	07/03/2017	Accounts Payable	STANDIFIRD, BARRY	$9,582.05
284538	07/03/2017	Accounts Payable	STANLEY CONVERGENT SECURITY SOLUTIONS, INC	$4,225.96
284539	07/03/2017	Accounts Payable	SUDDENLINK COMMUNICATIONS	$3,453.04
284540	07/03/2017	Accounts Payable	SWISS VILLAGE SELF STORAGE	$136.00
284541	07/03/2017	Accounts Payable	THERMO FLUIDS INC	$80.00
284542	07/03/2017	Accounts Payable	UNIFIRST CORPORATION	$446.21
284543	07/03/2017	Accounts Payable	US IMAGING	$269.46
284544	07/03/2017	Accounts Payable	VERIZON WIRELESS	$1,125.31
284545	07/03/2017	Accounts Payable	VOTRUBA, ELAINE , M	$325.38
284546	07/03/2017	Accounts Payable	WILCKENS, LISA, J	$43.04
284547	07/03/2017	Accounts Payable	ARIZONA ASSOCIATION FOR PROPERTY AND EVIDENCE	$30.00
284548	07/03/2017	Accounts Payable	AZ PROSECUTING ATTORNEY'S COUNCIL, ADVISORY COUNCIL	$600.00
284549	07/03/2017	Accounts Payable	CARNE, DEBRA	$25.00
284550	07/03/2017	Accounts Payable	VALLEY ENDOCRINE ASSOC, PC	$54.54
284551	07/06/2017	Accounts Payable	Debrigida Law Offices, PLLC	$6,880.00
284552	07/06/2017	Accounts Payable	JP MORGAN CHASE DOR	$81.58

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284553	07/06/2017	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	$312.94
284554	07/06/2017	Accounts Payable	JP MORGAN CHASE FICA EE	$24.80
284555	07/06/2017	Accounts Payable	JP MORGAN CHASE FICA ER	$24.80
284556	07/06/2017	Accounts Payable	JP MORGAN CHASE MEDICARE EE	$5.80
284557	07/06/2017	Accounts Payable	JP MORGAN CHASE MEDICARE ER	$5.80
284558	07/06/2017	Accounts Payable	DEPARI, JENNIFER	$625.00
284559	07/10/2017	Accounts Payable	ABC ANESTHESIOLOGISTS PLC	$255.98
284560	07/10/2017	Accounts Payable	AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE	$19,436.00
284561	07/10/2017	Accounts Payable	ARIZONA BEHAVIORAL HEALTH SPECIALIST LLC	$800.00
284562	07/10/2017	Accounts Payable	ARIZONA CHAPTER OF NAHRO	$275.00
284563	07/10/2017	Accounts Payable	ARIZONA CHAPTER OF NAHRO	$275.00
284564	07/10/2017	Accounts Payable	ARIZONA CHAPTER OF NAHRO	$30.00
284565	07/10/2017	Accounts Payable	ARIZONA COUNTIES INSURANCE POOL	$511,789.00
284566	07/10/2017	Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	$67.00
284567	07/10/2017	Accounts Payable	ARIZONA DEPARTMENT OF WEIGHTS AND MEASURES	$180.00
284568	07/10/2017	Accounts Payable	Bell Ford	$770.85
284569	07/10/2017	Accounts Payable	Bell Ford	$2,977.54
284570	07/10/2017	Accounts Payable	Biltmore Psychiatric Group, PLLC ,	$500.00
284571	07/10/2017	Accounts Payable	BUZAN, MALISSA, A	$40.00
284572	07/10/2017	Accounts Payable	Cable One	$383.55
284573	07/10/2017	Accounts Payable	CABRERA, ELLIANA	$87.50
284574	07/10/2017	Accounts Payable	CAMPAGNA, MARIAH	$32.50
284575	07/10/2017	Accounts Payable	Canyon State Wireless, Inc.	$193.52
284576	07/10/2017	Accounts Payable	CASILLAS, SHAUNAE	$512.50
284577	07/10/2017	Accounts Payable	CDW Government	$12.17
284578	07/10/2017	Accounts Payable	CenturyLink	$805.34
284579	07/10/2017	Accounts Payable	City of Globe	$8,563.97
284580	07/10/2017	Accounts Payable	CLIBURN, RACHEL	$99.96
284581	07/10/2017	Accounts Payable	CNA Surety	$50.00
284582	07/10/2017	Accounts Payable	Coalition of Arizona/New Mexico Counties	$1,300.00
284583	07/10/2017	Accounts Payable	COX Communications, Inc.	$339.31
284584	07/10/2017	Accounts Payable	CREDIT CARD REVOLVING FUND	$10,063.62
284585	07/10/2017	Accounts Payable	DATABANK IMX LLC	$3,854.13
284586	07/10/2017	Accounts Payable	DIRKS, BRIAN	$237.50

284587	07/10/2017	Accounts Payable	DODD, PATRICIA	$512.50
284588	07/10/2017	Accounts Payable	DREMLER, PATTI	$153.00
284589	07/10/2017	Accounts Payable	Duke Development & Builders, LLC	$399.00
284590	07/10/2017	Accounts Payable	Earnhardt Chrysler Jeep Dodge	$590.21
284591	07/10/2017	Accounts Payable	Earth Mover Tire Sales, Inc.	$427.21
284592	07/10/2017	Accounts Payable	ENGLER, DONALD, BRYAN	$212.50
284593	07/10/2017	Accounts Payable	FedEx	$6.11
284594	07/10/2017	Accounts Payable	FOREST VIEW INC. DBA POSTNET	$63.06
284595	07/10/2017	Accounts Payable	Fountain Hills Law Firm	$2,154.00
284596	07/10/2017	Accounts Payable	Geiser, Raymond	$11,205.77
284597	07/10/2017	Accounts Payable	GILA COUNTY TREASURER	$724.71
284598	07/10/2017	Accounts Payable	Gila Sweeping LLC	$225.00
284599	07/10/2017	Accounts Payable	Globalstar USA LLC	$37.52
284600	07/10/2017	Accounts Payable	Grainger	$1,563.19
284601	07/10/2017	Accounts Payable	GreatAmerica Leasing Corporation	$512.28
284602	07/10/2017	Accounts Payable	Harris Systems USA Inc.	$39,055.94
284603	07/10/2017	Accounts Payable	High Desert Humane Society	$9,600.00
284604	07/10/2017	Accounts Payable	HLP, Inc.	$8.05
284605	07/10/2017	Accounts Payable	HONOR HEALTH	$735.00
284606	07/10/2017	Accounts Payable	Integrity Attorney Services, Inc.	$281.70
284607	07/10/2017	Accounts Payable	Interim Public Management, LLC	$6,203.20
284608	07/10/2017	Accounts Payable	Interstate Copy Shop	$1,052.93
284609	07/10/2017	Accounts Payable	Jani-Serv, Inc	$5,833.29
284610	07/10/2017	Accounts Payable	JCG Technologies, Inc	$2,671.77
284611	07/10/2017	Accounts Payable	Kelly Services, Inc.	$1,460.80
284612	07/10/2017	Accounts Payable	Konica Minolta Business Solutions U.S.A., Inc.	$2,081.04
284613	07/10/2017	Accounts Payable	Kwik Kool Refrigeration Inc	$1,900.09
284614	07/10/2017	Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC	$356.50
284615	07/10/2017	Accounts Payable	LOPEZ, LAUREN	$32.50
284616	07/10/2017	Accounts Payable	McCreary Group	$363.00
284617	07/10/2017	Accounts Payable	MTE Communications	$305.08
284618	07/10/2017	Accounts Payable	Multitech	$45.00
284619	07/10/2017	Accounts Payable	Myers & Associates PLLC	$5,374.46
284620	07/10/2017	Accounts Payable	NELSON, JOHN, F	$187.14

284621	07/10/2017	Accounts Payable	Nelson, Timothy	$6,979.00
284622	07/10/2017	Accounts Payable	Norment Security Group, Inc.	$600.00
284623	07/10/2017	Accounts Payable	Old Main Storage	$90.59
284624	07/10/2017	Accounts Payable	PALMER, JESSICA	$512.50
284625	07/10/2017	Accounts Payable	PAYSON UNIFIED SCHOOL DISTRICT #10	$500.00
284626	07/10/2017	Accounts Payable	PAYSON WATER DEPT	$774.81
284627	07/10/2017	Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	$458.52
284628	07/10/2017	Accounts Payable	PRONGHORN PSYCHIATRY	$7,500.00
284629	07/10/2017	Accounts Payable	R&M REPEATERS LLC	$826.57
284630	07/10/2017	Accounts Payable	R&S NORTHEAST LLC	$724.42
284631	07/10/2017	Accounts Payable	REDBURN TIRE COMPANY	$15,028.57
284632	07/10/2017	Accounts Payable	RESCUE SOLUTIONS INTERNATIONAL	$4,219.00
284633	07/10/2017	Accounts Payable	REYES, CASSIE, L	$82.62
284634	07/10/2017	Accounts Payable	RIPPLE, DENICE	$1,869.30
284635	07/10/2017	Accounts Payable	RODRIGUEZ CONSTRUCTIONS INC	$15,625.00
284636	07/10/2017	Accounts Payable	SALT RIVER PROJECT	$1,034.15
284637	07/10/2017	Accounts Payable	SANDERS, JACQUE, C	$1,090.38
284638	07/10/2017	Accounts Payable	SC FUELS	$13,316.43
284639	07/10/2017	Accounts Payable	SCALES, GARY, V	$330.48
284640	07/10/2017	Accounts Payable	SCATUI	$476.57
284641	07/10/2017	Accounts Payable	SHRED IT USA LLC	$255.20
284642	07/10/2017	Accounts Payable	SIMPSON TOOL BOX INC	$1,373.20
284643	07/10/2017	Accounts Payable	SPILLMAN TECHNOLOGIES, INC	$8,742.00
284644	07/10/2017	Accounts Payable	STATE OF ARIZONA (ADEQ)	$2.40
284645	07/10/2017	Accounts Payable	STATE OF ARIZONA (ADEQ)	$1,216.17
284646	07/10/2017	Accounts Payable	STATE OF ARIZONA (ADEQ)	$1,598.09
284647	07/10/2017	Accounts Payable	SUDDENLINK COMMUNICATIONS	$100.39
284648	07/10/2017	Accounts Payable	TRINITY SERVICE GROUP INC	$30,243.85
284649	07/10/2017	Accounts Payable	TRIPLET MOUNTAIN COMMUNICATIONS INC	$2,350.56
284650	07/10/2017	Accounts Payable	UNIVERSAL POLICE SUPPLY CO	$249.38
284651	07/10/2017	Accounts Payable	WASTE MATTERS AND RECYCLING LLC	$280.70
284652	07/10/2017	Accounts Payable	Woods Unlimited Inc.	$2,037.20
284653	07/10/2017	Accounts Payable	XCESSORIES SQUARED SOUTHWEST INC	$4,859.97
284654	07/10/2017	Accounts Payable	YAVAPAI COUNTY	$10,350.00

284655	07/10/2017	Accounts Payable	ZEP SALES AND SERVICE	$155.16
284656	07/10/2017	Accounts Payable	AMERICAN PAYROLL ASSOCIATION	$254.00
284657	07/10/2017	Accounts Payable	ZOO BOOKS	$600.00
284658	07/11/2017	Accounts Payable	TONTO RIM SPORTS CLUB INC	$280.00
284659	07/11/2017	Accounts Payable	Menlove , James	$1,675.35
284660	07/11/2017	Accounts Payable	Fischione, Mark, A	$18,915.00
284661	07/11/2017	Accounts Payable	Menlove , James	$502.45
284663	07/14/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	$5,431.17
284664	07/14/2017	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	$80.00
284665	07/14/2017	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	$210,266.03
284666	07/14/2017	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	$140,696.93
284667	07/14/2017	Accounts Payable	AZCOPS	$40.00
284668	07/14/2017	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	$6,539.24
284669	07/14/2017	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	$29,145.26
284670	07/14/2017	Accounts Payable	DELTA MANAGEMENT ASSOCIATES INC	$141.84
284671	07/14/2017	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	$18.72
284672	07/14/2017	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	$9,285.43
284673	07/14/2017	Accounts Payable	EORP LEGACY	$1,543.65
284674	07/14/2017	Accounts Payable	FRATERNAL ORDER OF POLICE	$131.20
284675	07/14/2017	Accounts Payable	GILSBAR FSA	$695.09
284676	07/14/2017	Accounts Payable	GILSBAR HSA	$2,228.25
284677	07/14/2017	Accounts Payable	JP MORGAN CHASE DOR	$24,228.32
284678	07/14/2017	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	$73,723.40
284679	07/14/2017	Accounts Payable	JP MORGAN CHASE FICA EE	$52,786.44
284680	07/14/2017	Accounts Payable	JP MORGAN CHASE FICA ER	$52,786.44
284681	07/14/2017	Accounts Payable	JP MORGAN CHASE MEDICARE EE	$12,420.97
284682	07/14/2017	Accounts Payable	JP MORGAN CHASE MEDICARE ER	$12,420.97
284683	07/14/2017	Accounts Payable	METLIFE	$240.00
284684	07/14/2017	Accounts Payable	MIDLAND FUNDING LLC C/O JOHNSON MARK	$243.87
284685	07/14/2017	Accounts Payable	MODERN WOODMEN OF AMERICA	$33.55
284686	07/14/2017	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$3,636.50
284687	07/14/2017	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	$1,047.85
284688	07/14/2017	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	$210.00
284689	07/14/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$52,394.95

284690	07/14/2017	Accounts Payable	SECURITY BENEFIT GROUP	$1,200.00
284691	07/14/2017	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$2,184.67
284692	07/14/2017	Accounts Payable	US DEPARTMENT OF EDUCATION	$141.06
284693	07/14/2017	Accounts Payable	WADDELL & REED	$892.50
284694	07/14/2017	Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION	$2,889.95
284695	07/14/2017	Accounts Payable	Bernays, Michael, B	$7,673.00
284696	07/14/2017	Accounts Payable	Byrum, Susan, K	$600.00
284697	07/14/2017	Accounts Payable	COMMERCIAL CARD SOLUTIONS	$175,049.74
284698	07/14/2017	Accounts Payable	Emily Danies Attorney at Law, LLC	$6,576.41
284699	07/14/2017	Accounts Payable	Flores & Clark, LLC	$8,453.97
284700	07/14/2017	Accounts Payable	Law Offices of David W. Bell	$3,122.00
284701	07/14/2017	Accounts Payable	Ortiz, P.C., Anna , C.	$8,375.00
284702	07/14/2017	Accounts Payable	DURHAM, MICHAEL	$600.00
284703	07/17/2017	Accounts Payable	AAA LOCK SERVICE	$75.00
284704	07/17/2017	Accounts Payable	ACOUSTICAL CONSULTING SERVICES	$950.00
284705	07/17/2017	Accounts Payable	ADVANCE FORENSIC ASSESSMENTS INC	$575.00
284706	07/17/2017	Accounts Payable	AMERICAN REFRIGERATION SUPPLIES INC	$205.31
284707	07/17/2017	Accounts Payable	ANALYSIS INC	$557.00
284708	07/17/2017	Accounts Payable	ANCON MARINE	$1,760.00
284709	07/17/2017	Accounts Payable	ARCHAEOLOGICAL CONSULTING SERVICES LTD	$5,053.20
284710	07/17/2017	Accounts Payable	ARIZONA PUBLIC SERVICE	$686.11
284711	07/17/2017	Accounts Payable	ARIZONA SILVER BELT	$525.45
284712	07/17/2017	Accounts Payable	ARIZONA STATE TREASURER	$117,767.00
284713	07/17/2017	Accounts Payable	ARIZONA SUPREME COURT	$27.00
284714	07/17/2017	Accounts Payable	ARIZONA SUPREME COURT ADMIN OFFICE OF THE COURTS	$7,001.00
284715	07/17/2017	Accounts Payable	Arizona Town Hall	$2,500.00
284716	07/17/2017	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	$225.00
284717	07/17/2017	Accounts Payable	BAER, JEFFREY	$229.00
284718	07/17/2017	Accounts Payable	Biltmore Psychiatric Group, PLLC ,	$500.00
284719	07/17/2017	Accounts Payable	Bose Public Affairs Group	$5,150.00
284720	07/17/2017	Accounts Payable	C&M COMMUNICATIONS	$4,311.54
284721	07/17/2017	Accounts Payable	CenturyLink	$536.81
284722	07/17/2017	Accounts Payable	CLERK OF THE SUPERIOR COURT	$257.07
284723	07/17/2017	Accounts Payable	CLERK OF THE SUPERIOR COURT	$127.89

284724	07/17/2017	Accounts Payable	CNS Business Forms, Inc.	$1,066.47
284725	07/17/2017	Accounts Payable	Copper Country News	$409.20
284726	07/17/2017	Accounts Payable	CREDIT CARD REVOLVING FUND	$62,012.44
284727	07/17/2017	Accounts Payable	DCM4 Enterprises LLC	$1,250.00
284729	07/17/2017	Accounts Payable	DJ's Companies, Inc.	$343.25
284730	07/17/2017	Accounts Payable	EnvisionWare, Inc.	$3,296.56
284731	07/17/2017	Accounts Payable	Experian	$66.00
284732	07/17/2017	Accounts Payable	FedEx	$32.84
284733	07/17/2017	Accounts Payable	FOREST VIEW INC. DBA POSTNET	$22.29
284734	07/17/2017	Accounts Payable	GILA COUNTY TREASURER	$1,700.93
284735	07/17/2017	Accounts Payable	Glass Masters, Inc.	$100.00
284736	07/17/2017	Accounts Payable	Grice, Rose Mary	$40.00
284737	07/17/2017	Accounts Payable	Hearts & Minds, Inc.	$1,350.00
284738	07/17/2017	Accounts Payable	Hillyard - Flagstaff	$548.89
284739	07/17/2017	Accounts Payable	Hope Family Care Center LLC	$250.00
284740	07/17/2017	Accounts Payable	Interstate Copy Shop	$8,364.14
284741	07/17/2017	Accounts Payable	JONES, STEWART, W	$100.00
284742	07/17/2017	Accounts Payable	KYAY RADIO	$37.44
284743	07/17/2017	Accounts Payable	Law Office of Elizabeth M. Hale	$500.00
284744	07/17/2017	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	$1,000.00
284745	07/17/2017	Accounts Payable	MHA FOUNDATION	$2,500.00
284746	07/17/2017	Accounts Payable	Montgomery, Diana, G	$1,000.00
284747	07/17/2017	Accounts Payable	Norment Security Group, Inc.	$9,950.20
284748	07/17/2017	Accounts Payable	Oasis Printing & Banners	$299.91
284749	07/17/2017	Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST PA	$367.00
284750	07/17/2017	Accounts Payable	PUEBLO MECHANICAL AND CONTROLS INC	$218.90
284751	07/17/2017	Accounts Payable	RIGHT AWAY DISPOSAL	$200.00
284752	07/17/2017	Accounts Payable	RIM COMMUNICATIONS	$1,233.66
284753	07/17/2017	Accounts Payable	SC FUELS	$9,259.03
284754	07/17/2017	Accounts Payable	SERCK SERVICES INC	$973.31
284755	07/17/2017	Accounts Payable	SPILLMAN TECHNOLOGIES, INC	$18,110.16
284756	07/17/2017	Accounts Payable	SUNLAND ASPHALT	$19,027.65
284757	07/17/2017	Accounts Payable	TELECHECK SERVICES INC	$90.00
284758	07/17/2017	Accounts Payable	TIM'S TIRE LLC	$850.00

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284759	07/17/2017	Accounts Payable	TIOGA ENERGY, INC	$5,638.56
284760	07/17/2017	Accounts Payable	TOWN OF PAYSON	$250.00
284761	07/17/2017	Accounts Payable	TYLER TECHNOLOGIES INC	$153,342.09
284762	07/17/2017	Accounts Payable	WEST PAYMENT CENTER	$403.85
284763	07/17/2017	Accounts Payable	WESTERN REPROGRAPHICS LLC	$273.67
284764	07/17/2017	Accounts Payable	WRANGLER PLUMBING INC	$250.00
284765	07/17/2017	Accounts Payable	WRIGHT, TIMOTHY	$415.46
284766	07/17/2017	Accounts Payable	WYDEBEAM BROADBAND	$49.99
284767	07/18/2017	Accounts Payable	ARIZONA DEPARTMENT OF ECONOMIC SECURITY	$5,272.20
284768	07/18/2017	Accounts Payable	ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST	$415,062.18
284769	07/18/2017	Accounts Payable	ARIZONA PUBLIC SERVICE	$43,701.06
284770	07/18/2017	Accounts Payable	LAW OFFICE OF JONATHAN L WARSHAW PLCC	$6,955.00
284771	07/18/2017	Accounts Payable	Miami's Finest Custom Auto Painting	$3,297.32
284772	07/18/2017	Accounts Payable	TRIPLET MOUNTAIN COMMUNICATIONS INC	$5,580.00
284773	07/20/2017	Accounts Payable	GILSBAR HSA	$16.95
284774	07/21/2017	Accounts Payable	Copper Hills Veterinary Services, PLLC	$1,459.82
284775	07/21/2017	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	$1,506.10
284776	07/21/2017	Accounts Payable	CREDIT CARD REVOLVING FUND	$90,372.79
284777	07/21/2017	Accounts Payable	Desert Highway Signs	$1,165.99
284778	07/21/2017	Accounts Payable	Elledge, Samantha, S	$5,988.45
284779	07/21/2017	Accounts Payable	Friends of Payson Parks & Recreation, Inc	$5,000.00
284780	07/24/2017	Accounts Payable	ABOU SALEH, RAHIL	$114.75
284781	07/24/2017	Accounts Payable	ADVANCE FORENSIC ASSESSMENTS INC	$250.00
284782	07/24/2017	Accounts Payable	ALLIED FIRE PROTECTION INC	$1,767.60
284783	07/24/2017	Accounts Payable	ALTERNATIVE EQUITIES LLC	$800.00
284784	07/24/2017	Accounts Payable	AMAZON.COM LLC	$2,025.36
284785	07/24/2017	Accounts Payable	ARCAS TECHNOLOGY, INC	$2,064.00
284786	07/24/2017	Accounts Payable	ARCHAEOLOGICAL CONSULTING SERVICES LTD	$1,116.58
284787	07/24/2017	Accounts Payable	ARIZONA ASSOCIATION OF COUNTIES	$600.00
284788	07/24/2017	Accounts Payable	ARIZONA COUNTIES INSURANCE POOL	$1,500.00
284789	07/24/2017	Accounts Payable	ARIZONA DEPARTMENT OF ECONOMIC SECURITY	$460.00
284790	07/24/2017	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	$1,675.14
284791	07/24/2017	Accounts Payable	ARIZONA JUSTICE OF THE PEACE ASSOCIATION	$205.00
284792	07/24/2017	Accounts Payable	ARIZONA JUSTICE OF THE PEACE ASSOCIATION	$205.00

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284793	07/24/2017	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	$695.00
284794	07/24/2017	Accounts Payable	ARIZONA PUBLIC SERVICE	$262.35
284795	07/24/2017	Accounts Payable	ARIZONA SILVER BELT	$222.30
284796	07/24/2017	Accounts Payable	ARIZONA SUPREME COURT	$117.00
284797	07/24/2017	Accounts Payable	ARIZONA WATER COMPANY	$63.97
284798	07/24/2017	Accounts Payable	ATWELL LLC	$4,863.47
284799	07/24/2017	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	$1,425.00
284800	07/24/2017	Accounts Payable	AZTECA GLASS INC	$1,788.03
284801	07/24/2017	Accounts Payable	Blackstone Security Services, Inc.	$6,820.00
284802	07/24/2017	Accounts Payable	Blueline Services LLC	$25.00
284803	07/24/2017	Accounts Payable	Brown's Machine Shop	$7.10
284804	07/24/2017	Accounts Payable	BRUNSON, MARY, K	$280.17
284805	07/24/2017	Accounts Payable	Byrum, Susan, K	$750.00
284806	07/24/2017	Accounts Payable	C&M COMMUNICATIONS	$13,835.31
284807	07/24/2017	Accounts Payable	CABRERA, ELLIANA	$225.00
284808	07/24/2017	Accounts Payable	Carolina Software Inc.	$300.00
284809	07/24/2017	Accounts Payable	Cemex Construction Materials South, LLC	$1,602.73
284810	07/24/2017	Accounts Payable	Cengage Learning, Inc.	$470.66
284811	07/24/2017	Accounts Payable	Center for Disease Detection, LLC	$255.31
284812	07/24/2017	Accounts Payable	CenturyLink	$780.57
284813	07/24/2017	Accounts Payable	CHARM TEX INC	$5,096.80
284814	07/24/2017	Accounts Payable	CHENEY, BETHANY, G	$153.00
284815	07/24/2017	Accounts Payable	CLIBURN, RACHEL	$149.96
284816	07/24/2017	Accounts Payable	Coalition of Arizona/New Mexico Counties	$5,000.00
284817	07/24/2017	Accounts Payable	Consolidated Electrical Distributors, Inc.	$100.00
284818	07/24/2017	Accounts Payable	CONWAY, KEITH	$200.00
284819	07/24/2017	Accounts Payable	COOK, JANICE, L	$150.00
284820	07/24/2017	Accounts Payable	Copper State Sanitation	$753.30
284821	07/24/2017	Accounts Payable	CREDIT CARD REVOLVING FUND	$2,002.67
284822	07/24/2017	Accounts Payable	CRM of America LLC	$6,029.90
284823	07/24/2017	Accounts Payable	Data Storage Centers, Inc.	$391.75
284824	07/24/2017	Accounts Payable	DONNA DELAVINA REPORTING LLC	$675.00
284825	07/24/2017	Accounts Payable	DORSETT, WAYNE, W	$433.81
284826	07/24/2017	Accounts Payable	Douglas A. Bergstrom, Ph.D., PLLC	$325.00

284827	07/24/2017	Accounts Payable	DOWLER, DUANE	$96.81
284828	07/24/2017	Accounts Payable	DUARTE, CHRISTINE, J	$82.00
284829	07/24/2017	Accounts Payable	Duke Development & Builders, LLC	$399.00
284830	07/24/2017	Accounts Payable	Earthquest Plumbing, Inc.	$115.00
284831	07/24/2017	Accounts Payable	Everything2go.com LLC	$12,997.00
284832	07/24/2017	Accounts Payable	FABOK, GLINDA, S	$521.00
284833	07/24/2017	Accounts Payable	FedEx	$18.95
284834	07/24/2017	Accounts Payable	FIRE FIGHTERS & POLICE OFFICERS CANCER INSURANCE	$50.00
284835	07/24/2017	Accounts Payable	FOREST VIEW INC. DBA POSTNET	$16.31
284836	07/24/2017	Accounts Payable	GILA COUNTY HEALTH DEPARTMENT	$170.64
284837	07/24/2017	Accounts Payable	GILA COUNTY TREASURER	$4,053.47
284838	07/24/2017	Accounts Payable	Glass Masters, Inc.	$1,480.00
284839	07/24/2017	Accounts Payable	Grossman & Grossman, Ltd.	$40.00
284840	07/24/2017	Accounts Payable	GUTHREY, BARBARA	$150.00
284841	07/24/2017	Accounts Payable	HAVEY, BRIAN, L	$260.00
284842	07/24/2017	Accounts Payable	Hayes Enterprises	$3,797.92
284843	07/24/2017	Accounts Payable	Heinfeld, Meech & Co., P.C.	$500.00
284844	07/24/2017	Accounts Payable	Iron Mountain	$569.05
284845	07/24/2017	Accounts Payable	JaLin Enterprises Inc.	$1,510.41
284846	07/24/2017	Accounts Payable	Jani-Serv, Inc	$5,833.29
284847	07/24/2017	Accounts Payable	Kelly Services, Inc.	$1,460.80
284848	07/24/2017	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	$5,094.00
284849	07/24/2017	Accounts Payable	LBISat LLC	$144.00
284850	07/24/2017	Accounts Payable	LEVERANCE, EMILY	$156.37
284851	07/24/2017	Accounts Payable	LexisNexis Risk Solutions	$114.07
284852	07/24/2017	Accounts Payable	Maricopa County	$2,349.62
284853	07/24/2017	Accounts Payable	Martinez, Lori	$738.32
284854	07/24/2017	Accounts Payable	MAYS, RUBIN	$337.50
284855	07/24/2017	Accounts Payable	MCI Communication Services, Inc.	$34.36
284856	07/24/2017	Accounts Payable	McKesson Medical Surgical	$158.02
284857	07/24/2017	Accounts Payable	MegaTronics International Corp.	$4,285.00
284858	07/24/2017	Accounts Payable	Messinger Payson Funeral Home, Inc.	$1,670.00
284859	07/24/2017	Accounts Payable	Miami Genesis Inc	$1,000.00
284860	07/24/2017	Accounts Payable	Miami Genesis Inc	$500.00

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284861	07/24/2017	Accounts Payable	Multitech	$45.00
284862	07/24/2017	Accounts Payable	National Business Furniture LLC	$13,567.84
284863	07/24/2017	Accounts Payable	NORCHEM DRUG TESTING	$1,394.60
284864	07/24/2017	Accounts Payable	Office Depot	$316.65
284865	07/24/2017	Accounts Payable	OSBORN, JARED, C	$82.00
284866	07/24/2017	Accounts Payable	PAYSON JUSTICE COURT	$78.60
284867	07/24/2017	Accounts Payable	PAYSON RODEO COMMITTEE	$500.00
284868	07/24/2017	Accounts Payable	PINAL COUNTY	$7,875.00
284869	07/24/2017	Accounts Payable	PINAL LUMBER & HARDWARE	$1,421.84
284870	07/24/2017	Accounts Payable	PRATER, NOREEN, A	$150.00
284871	07/24/2017	Accounts Payable	PROFFITT, LINDA	$300.00
284872	07/24/2017	Accounts Payable	QUALITY PUMPING LLC	$179.64
284873	07/24/2017	Accounts Payable	QUINTANA, GAYLYNN, M	$18.38
284874	07/24/2017	Accounts Payable	RICOH USA INC	$74.76
284875	07/24/2017	Accounts Payable	SC FUELS	$6,609.75
284876	07/24/2017	Accounts Payable	SEQUEL POLYGRAPH LLC	$300.00
284877	07/24/2017	Accounts Payable	SERVICE PLUS INC	$135.00
284878	07/24/2017	Accounts Payable	SETO, RITA, W	$45,000.00
284879	07/24/2017	Accounts Payable	SIENNA COUNSELING AND CONSULTING INC	$1,446.00
284880	07/24/2017	Accounts Payable	SMITH MEDICAL PARTNERS LLC	$54.62
284881	07/24/2017	Accounts Payable	SPECTRAC PARTS AND SERVICE	$686.79
284882	07/24/2017	Accounts Payable	STANLEY CONVERGENT SECURITY SOLUTIONS, INC	$4,809.00
284883	07/24/2017	Accounts Payable	TANNER, CAROL	$123.18
284884	07/24/2017	Accounts Payable	TDS TELECOMM	$346.21
284885	07/24/2017	Accounts Payable	THYSSENKRUPP ELEVATOR CORPORATION	$669.41
284886	07/24/2017	Accounts Payable	TNT SHREDDING	$1,072.50
284887	07/24/2017	Accounts Payable	TOBIN, JACQUELINE	$25.00
284888	07/24/2017	Accounts Payable	Town Square Publications LLC	$567.77
284889	07/24/2017	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC	$30.50
284890	07/24/2017	Accounts Payable	TURNEY, CHARLES, R	$110.18
284891	07/24/2017	Accounts Payable	UPHOLSTERY STATION	$154.41
284892	07/24/2017	Accounts Payable	US POSTAL SERVICE POSTAGE BY PHONE	$5,061.00
284893	07/24/2017	Accounts Payable	WEST PAYMENT CENTER	$4,436.33
284894	07/24/2017	Accounts Payable	WESTERN TRUCK EQUIPMENT COMPANY INC	$7,520.52

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284895	07/24/2017	Accounts Payable	WEXFORD HEALTH SOURCES	$242.09
284896	07/24/2017	Accounts Payable	WHITE, COLTEN, P	$141.74
284897	07/24/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING LLC	$1,114.04
284898	07/24/2017	Accounts Payable	WIST OFFICE PRODUCTS COMPANY	$2,413.80
284899	07/24/2017	Accounts Payable	YEOMAN, EMMA	$150.00
284900	07/24/2017	Accounts Payable	YORK, BREENA, L	$5,350.00
Type Check Totals:		478 Transactions		$4,187,405.93

JP Morgan AP - JP Morgan Accounts Payable Totals

*****Gila County*****

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Number	Status	Void Reason	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
JP Morgan AP - JP Morgan Accounts Payable							
Check							
284448	Voided	Ach Direct Deposit	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	$599,901.25		
284662	Voided	Ach Direct Deposit	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	$558,671.96		
284728	Voided	Wrong Amount	Accounts Payable	Desert Highway Signs	$1,092.33		
Type Check Totals:			3 Transactions		$1,159,665.54		
JP Morgan AP - JP Morgan Accounts Payable Totals							