

Snell & Wilmer
L.L.P.

MEMORANDUM

TO: Supervisor Allyson Miller
FROM: Michael T. Liburdi
Andrew Sniegowski
DATE: December 13, 2014
RE: Gift Clause of the Arizona Constitution

I. INTRODUCTION

Article 9, Section 7 of the Arizona Constitution, the "Gift Clause," states:

Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation, except as to such ownerships as may accrue to the state by operation or provision of law or as authorized by law solely for investment of the monies in the various funds of the state.

The Gift Clause was designed to avoid "depletion of the public treasury or inflation of public debt by engagement in non-public enterprise."¹

II. DISCUSSION

The Arizona Supreme Court has developed a two-pronged analysis for determining whether an expenditure of public funds violates the Gift Clause. [(1) Does the expenditure serve a public purpose? (2) Is the value received by the government so unreasonable in proportion to the amount paid that the payment amounts to a subsidy to the private entity?²]

1. Does the expenditure serve a public purpose?

In the context of the Gift Clause, "public purpose" is a broad term.³ The courts leave the primary determination of whether a particular expenditure serves a public purpose to the political branches of government. Only when there has been an unquestionable abuse of discretion will the court find that a payment does not serve a public purpose.⁴

¹ *Town of Gila Bend v. Walled Lake Door Co.*, 107 Ariz. 545, 549, 490 P.2d 551, 556 (1971).

² *Turken v. Gordon*, 223 Ariz. 342, 347, 224 P.3d 158, 163 (2010).

³ *Id.* at 349, 224 P.3d at 165.

⁴ *Id.* See also, *City of Glendale v. White*, 67 Ariz. 231, 237, 194 P.2d 435, 449 (1948).

The fact that the primary beneficiary of a project or expenditure is a private entity does not preclude the finding of a public purpose.⁵ In fact, it appears that it may be nearly impossible for a challenger to successfully argue that a particular payment does not serve a public purpose. For example, in *Town of Gila Bend v. Walled Lake Door Co.* the court found a public purpose in a contract for the town to build a water line that served only one private business. The court reasoned that ownership of the line would remain with the town, and that the ability to protect lives and property in case of fire was a clear public purpose.⁶ Due to the deference courts give to policy makers on the first prong, most of the analysis is under prong two.

2. *Is the value received by the government so unreasonable in proportion to the amount paid that the payment amounts to a subsidy to the private entity?*

This second prong of the analysis turns on “the objective fair market value of what the private party has promised to provide in return for the public entity’s payment.”⁷ The Gift Clause is violated when the benefit to the public, as compared to the expenditure, is “so inequitable and unreasonable that it amounts to an abuse of discretion, thus providing a subsidy to the private entity.”⁸ For example, there would clearly be a public purpose in a city’s purchase of a garbage truck. However, paying twenty times the market price for the truck would be an unconstitutional subsidy to the seller.⁹

There has often been debate regarding what may be considered a public benefit when determining the proportionality of the benefit to the amount paid. For example, in *Turken v. Gordon*, the City of Phoenix argued that it would receive increased sales tax revenues in exchange for subsidizing the building of a parking garage at a shopping center.¹⁰ However, the court clarified that indirect benefits which are not expressly required under the contract may not be considered in the proportionality analysis.¹¹ Instead, only certain and direct public benefits may be considered.

⁵ See *Town of Gila Bend*, 107 Ariz. 545, 490 P.2d 551 (1971).

⁶ *Id.* at 549-50, 490 P.2d at 555-56.

⁷ *Turken*, 223 Ariz. at 350, 224 P.3d at 166.

⁸ *Id.* at 349, 224 P.3d at 165.

⁹ *Id.* at 347, 224 P.3d at 163.

¹⁰ 223 Ariz. 342, 224 P.3d 158, (2010).

¹¹ “Assume that a municipality must repair a sewer line. If the line is not repaired, disease will likely break out and spread quickly, causing deaths and significant public health care expenditures. Several competent contractors are willing to do the repair for \$5,000. . . [T]he municipality could [not] pay a contractor \$5 million without violating the Gift Clause because the indirect benefits from the repair—saved lives and avoided health care costs—exceeded the \$5 million payment.” *Turken v. Gordon*, 223 Ariz. 342, 350, 224 P.3d 158, 166 (2010).

III. EXAMPLES

1. Expenditures that did not violate the Gift Clause.

In *Town of Gilahend v. Walled Lake Door Co.* the town agreed to construct a water line from nearby tanks directly to the company's plant.¹² In exchange, the Company agreed to rebuild its plant, which had been destroyed by fire, install additional equipment, and contribute \$8,000.00 toward purchasing a pump that was needed to insure adequate water pressure. The Court found an adequate public purpose in the town's increased ability to fight fire, and thus protect lives and property. In addition, there was proportionality in the exchange because the town retained ownership and control over the water line.

In *Kromko v. Ariz. Bd. of Regents*, the Board of Regents conveyed the University of Arizona Hospital, along with its equipment and improvements, to UMCC, a non-profit corporation.¹³ In exchange, UMCC assumed approximately \$12 million in liabilities and paid a rental fee of ten dollars a year for the land on which the hospital sat. In addition, UMCC was required to continue to operate the facility as a non-profit teaching hospital, and to allow the Board of Regents final say on any significant corporate changes.

The Court stated that "it cannot be seriously contended that the existence of UMCC as a nonprofit hospital does not serve a public purpose."¹⁴ In regard to the proportionality of the exchange, the Court found it particularly important that the arrangement allowed "an independent corporation, free to operate in a competitive market without the normal constraints usually placed on the state. Nevertheless, its operations are still subject to the control" of public officials.¹⁵ According to the Court, this retention of public control allayed the fear of exploitation of public funds for a private benefit.

2. Expenditures that likely violated the Gift Clause.

In *City of Tempe v. Pilot Properties, Inc.* a contract required Tempe to lease 110 acres of public land to a private company for one dollar per year.¹⁶ In exchange, the company would build a major league baseball spring training facility, the title of which would belong to the city. The court held that there may be a public purpose in stimulating the local economy by bringing spring training to the city. However, the court held that there was not enough information available to determine the values and benefits received by each party. Therefore, the court of appeals sent the case back to trial for determination of whether the exchange was proportional.

In *Turken v. Gordon* a commercial real estate developer agreed to build 1.02 million square feet of retail space and a parking garage in Phoenix.¹⁷ In addition, the developer was to set aside, for 45 years, 2,980 parking garage spaces for the non-exclusive use of the general

¹² 107 Ariz. 545, 490 P.2d 551.

¹³ 149 Ariz. 319, 718 P.2d 478 (1986).

¹⁴ *Id.* at 321, 718 P.2d at 480.

¹⁵ *Id.*

¹⁶ 22 Ariz.App. 356, 527 P.2d 515 (1974).

¹⁷ 223 Ariz. 342, 224 P.3d 158.

public, and 200 spaces for the exclusive use of drivers participating in commuting programs. In exchange, the City was obligated to pay the developer an amount equal to half of certain taxes collected at the development, up to \$97.4 million.

The Court had no problem finding a public purpose in providing parking for city residents and facilitating the commuting program. However, the Court held that the payment of up to \$97.4 million was not proportional to the exclusive use of 200 parking spaces. The City wanted the Court to consider the increased tax revenues created by the development of this new retail space. The Court held that these revenues were too indirect and speculative to be considered for purposes of the Gift Clause.¹⁸ Therefore, the disproportionate payment was likely an unconstitutional subsidy from the City to the developer.

IV. ANALYSIS

With the limited information currently available, it is difficult to accurately analyze the spending of the Pima County Board of Supervisors. Although there appears to be some payments from Supervisors' discretionary funds to private organizations, this does not necessarily indicate a Gift Clause violation. If Supervisors are in fact *donating* funds from their office budgets to charity organizations, there is a clear violation. The Arizona Constitution explicitly states: "Neither the state, *nor any county . . . shall ever give or loan its credit in the aid of, or make any donation . . .*"¹⁹ However, if the payments are being made pursuant to a contract, the terms of the contract would need to be analyzed before it is possible to determine whether the Gift Clause has been violated.

Evaluating the propriety of payments by the Board of Supervisors to private entities, including charities, would require analysis of the two pronged test explained above. Supporting private charities almost certainly serves a public purpose. Given the courts' deference to the determination of public purpose, and the work done by most charities, it is difficult to conceive of a charity that would not be deemed to serve a public purpose. Therefore, it would be necessary to examine the agreement underlying the exchange. As with the cases above, a determination would have to be made regarding the value of the service received by the County in exchange for the funds given to the charity. This is such a fact specific inquiry that an accurate prediction of the outcome is impossible without more details of the arrangement.

V. MEMORANDUM FROM PIMA COUNTY ATTORNEY

In a memorandum regarding "Discretionary Small Awards by Individual Supervisors," the Pima County Attorney's Office concluded that "small awards," as defined in Board Policy D29.3, do not violate the Gift Clause, despite a lack of a written contract for the award. The reasoning behind this conclusion appears to be based on a misinterpretation of the Arizona Supreme Court's Gift Clause decisions. The lack of written a contract would render most awards for greater than \$500 immediately impermissible.

¹⁸ The deal in this case was not struck down. The Court applied the ruling only prospectively. *Id.*

¹⁹ Ariz. Const. art. IX, §7 (emphasis added).

Board Policy D29.3 allows “small purchases” without Board approval. A small purchase is defined as being under \$5,000.00. The County Attorney states that these small awards “would not be accompanied by formal written contracts, but—provided that reasonable assurances have been obtained that the funds are being used in a manner that satisfies the Gift Clause, and there is some documentation to demonstrate that—the expenditures should survive a Gift Clause challenge.”²⁰ This statement is likely based on an analysis that overlooks a basic principle of contract law, and misconstrues the Arizona Supreme Court’s opinion in *Turken v. Gordon*.

The County Attorney cites a footnote in the Court’s decision in *Turken v. Gordon* for the assertion that non-contractual expenditures may not be subject to Gift Clause analysis.²¹ This assertion misconstrues the point of the cited statement. The absence of a binding contract does not shield a government payment from scrutiny under the Gift Clause.²² On the contrary, in the absence of a binding contract there is no occasion for Gift Clause analysis because a payment without a contract is nothing more than a gift. Therefore, no analysis of the proportionality of payment to benefit is necessary because the Gift Clause is so clearly violated.

In general, there can be no contract for a sale for greater than \$500 unless the agreement is supported by a written contract.²³ Many awards could be greater than \$500 without violation of Board Policy D29.3. If there is not a “formal written contract” for such awards, it is possible that the County will not have a legally enforceable right to receive anything in return for the award.²⁴ Non-legally enforceable benefits may not be considered in analyzing the proportionality of the payment to the benefit received.²⁵ The benefits considered are limited to those which the private entity is contractually required to provide.²⁶ Thus, if the private entity is not contractually obligated to provide anything in return for payments received, there is a clear violation of the Gift Clause because any payment is grossly disproportionate to the receipt of nothing. In fact, “gift” is defined as a “voluntary transfer of property to another without compensation.”²⁷ Such an arrangement would almost certainly violate the Gift Clause.

VI. CONCLUSION

Arizona’s Gift Clause serves to prevent the donation of public funds to private entities. Analysis of public payments involves a two part inquiry. First, the payment must serve a public purpose. Second, the payment must be proportional to the benefit received. There is nearly always a finding of public purpose. Thus, the analysis typically focuses on the proportionality of the exchange. Analysis of any particular exchange is a fact specific inquiry that requires examination of the details of the agreement.

²⁰ Memorandum from Pima County Attorney to Hon. Supervisor Allyson Miller (Oct. 6, 2014).

²¹ Memorandum from Pima County Attorney to Hon. Supervisor Allyson Miller (Oct. 6, 2014).

²² If that were the case, the Gift Clause would be so easy to circumvent that it would fail to serve its purpose.

²³ Ariz. Rev. Stat. § 44-101.

²⁴ See *Snyder v. HSBC Bank, USA, N.A.*, 873 F.Supp.2d 1139, 1149 (stating: “In order to state a claim for breach of contract, a plaintiff must allege the existence of a contract between the plaintiff and defendant, a breach of the contract by the defendant, and resulting damage to the plaintiff.”) (emphasis added).

²⁵ See *Turken*, 107 Ariz. 545, 490 P.2d 551.

²⁶ *Id.*

²⁷ Black’s Law Dictionary 757 (9th ed. 2009).

20220349

GOLDWATER INSTITUTE

ANTI-CORRUPTION

October 10, 2014

Sharon Bronson, Chair, Supervisor District 3
Pima County Board of Supervisors
130 W. Congress Street, 11th Floor
Tucson, AZ 85701
Fax: (520) 884-1152

SENT VIA US MAIL AND FAX

Re: Pima County Board of Supervisors' gifts to nonprofit groups

Dear Chairperson Bronson:

It has come to the Goldwater Institute's attention that members of the Pima County Board of Supervisors have gifted portions of their office budgets to nonprofit groups. For instance, Tim Steller recently reported in the *Arizona Daily Star* that Supervisor Richard Elias unilaterally gifted more than \$13,299 of taxpayer funds over the last two years to a single nonprofit group. It is our understanding that this is not an isolated incident but a common practice among many members of the Board.

If our understanding is correct, this practice very clearly violates the Arizona Constitution. Specifically, the Arizona Constitution mandates: "Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or *make any donation* or grant, by subsidy or otherwise, to any individual, association, or corporation. . . ." ARIZ. CONST. ART. IX, § 7 (emphasis added). The Arizona Supreme Court has held that this provision prohibits governments from making public expenditures without receiving adequate consideration in return. Moreover, the Supreme Court has held that "indirect benefits" are not consideration under the Gift Clause. *See Turken v. Gordon*, 223 Ariz. 342, 349 (2010). Pima County does not receive adequate consideration, indeed it apparently receives no consideration, when supervisors donate public funds to the charities of their choice. As a result, these office budget gifts are unconstitutional.

Under our state constitution, Arizonans are guaranteed that local special interests will not receive preferential treatment under the law. Taxpayers likewise are guaranteed that public money will be spent only for public purposes and that adequate consideration will be received for the expenditure of any public funds. Supervisors unilaterally gifting taxpayer funds from their individual office budgets contravenes these basic constitutional principles.

Moreover, please note that under certain circumstances public officials who make unlawful expenditures of public funds may be civilly liable for those expenditures. *See* ARIZ. REV. STAT. §§ 35-154, 35-196 (2012).

The Goldwater Institute respectfully requests that the Pima County Board of Supervisors adopt a policy ending these illegal gifts. If we do not receive confirmation within the next thirty days that the Board intends to adopt such a policy, we will avail ourselves of other legal remedies available to us. We have concurrently submitted a public records request pursuant to ARIZ. REV. STAT. §§ 39-121 to 39-128, so that we will be able to assess the full extent of the constitutional violations committed thus far.

We appreciate your thoughtful consideration of these matters and look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Jared Blanchard". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jared Blanchard
Attorney
Scharf-Norton Center for Constitutional Litigation
at the Goldwater Institute

cc. Barbara LaWall (Pima County Attorney)
Ally Miller (Supervisor District 1)
Ramón Valadez (Supervisor District 2)
Ray Carroll (Supervisor District 4)
Richard Elías (Supervisor District 5)
Robin Brigode (Clerk of the Board)
Arizona Attorney General's Office



**ATTORNEY/CLIENT PRIVILEGED
M E M O R A N D U M**

Pima County Attorney's Office
Civil Division

32 North Stone Ave, Suite 2100
Phone 520.740.5750 Fax 520.620.6556

This is a privileged attorney-client communication and should not be disclosed to persons other than Pima County officials and employees involved in the matter that is the subject of the communication. The privilege is held by Pima County and can be waived only by an official action of the Board of Supervisors.

To: Hon. Supervisor Ally Miller

From: Regina Nassen, Deputy County Attorney
Tobin Rosen, Deputy County Attorney
Chris Straub, Chief Civil Deputy County Attorney

Date: October 6, 2014

Subject: Discretionary Small Awards by Individual Supervisors

Question Presented.

Supervisor Miller, you have asked whether you, as a member of the Pima County Board of Supervisors, can lawfully make small, discretionary, non-competitive awards to non-profit agencies or government organizations in the community, using funds budgeted for the operation of your individual Board-member office. These small awards would not be approved by the Board as a whole, nor would there be an associated formal contract with the recipient; the awards would be made by you, as an individual supervisor, and paid pursuant to Board Policies D29.3 and D29.4.¹ Per Board of Supervisors Policy, our office does not individually review or approve such expenditures,

¹ Section XI(E) of Board Policy D29.4, *Contracts Policy*, discusses "programs for awarding County funds to federally tax-exempt non-profit corporations and government agencies." The Policy indicates that, generally, such funding awards must be approved by the Board as a whole, and that the County will enter into a standard form of contract with the award recipient. Small funding awards, however—those that are less than \$5,000—"may be authorized and paid pursuant to Board Policy D29.3." That latter policy, the *Small Purchase Policy*, does not reference these funding awards specifically, but allows small purchases to be made by departments without formal competition, and allows payments to be issued based on a "Payment Request" or through use of a P-Card rather than pursuant to a formal contract. The small-award process described therefore appears to comply with these policies when read together.

nor does the Procurement Department, in the absence of a specific request.² However, such expenditures are subject to audit by the Finance and Risk Management Department.³

As a preliminary matter, we must point out that we are not advising you here in your individual, personal capacity. Our client is Pima County, and we generally provide representation to the County by advising the Board of Supervisors as a whole. Nevertheless, the County Attorney does, on occasion, advise individual County officers on matters relating to the duties of their offices.⁴ It is in that role—as the County’s civil lawyer advising you in your official capacity on a matter relating to the duties of your office, and not as your personal lawyer—that the Pima County Attorney’s Office is advising you here. Indeed, the County Attorney has an obligation to institute an action in the name of the County, against members of the Board or others, to recover funds that she believes have been illegally spent.⁵ Because individual supervisors could be held personally liable for authorizing illegal expenditures of County funds,⁶ you may wish to consult your own personal lawyer as well.

Legal Requirements.

General Principles:

Generally speaking, to be legal, a County expenditure must (1) be within the statutory powers of the County; (2) not constitute an illegal gift of County funds to a private party in violation of Ariz. Const. art. 9, § 7 (the “Gift Clause”); and (3) be made from appropriately budgeted funds.

Statutory Authority:

The County has those powers—and *only* those powers—expressly granted or necessarily implied by statute; a payment for a purpose that is not authorized by statute is illegal.⁷ The County’s outside-

² Board of Supervisors Policy D29.4, *Contracts Policy*, § VI(A).

³ Board of Supervisors Policy C2.6, *Internal Audit Function*.

⁴ A.R.S. § 11-532(7).

⁵ A.R.S. § 11-641(B). If a taxpayer makes a demand on the county attorney to bring such an action, and the county attorney does not do so, the taxpayer can institute an action. A.R.S. § 11-642.

⁶ A.R.S. § 11-641 through 11-643. See *Maricopa County v. Rodgers*, 52 Ariz. 19, 22, 78 P.2d 989, 990 (1938) (statute of limitations will not bar an action to recover public funds) (citing *City of Bisbee v. Cochise County*, 52 Ariz. 1, 78 P.2d 982 (1938)); *Avery v. Pima County*, 7 Ariz. 26, 38-40, 60 P. 702, 706-07 (1900) (supervisors are liable for an illegal payment regardless of “however excusable or unavoidable it may be, or however honest and diligent they may have been in the matter”); cf. *Webster v. Parks*, 17 Ariz. 383, 389-91, 153 P. 455, 458 (1915) (supervisors are liable for an illegal expenditure regardless of how “honest and conscientious” their actions were, but a mere procedural irregularity in approving or processing the expenditure will not give rise to liability if the payment is for a proper purpose). See also A.R.S. § 35-301, making it a class 4 felony for a “public officer ... charged with the receipt, safekeeping, transfer or disbursement of public money” to “[w]ithout authority of law, appropriate[] it, or any portion thereof, to his own use, or to the use of another.”

⁷ See, e.g., *Hartford Acc. & Indem. Co. v. Wainscott*, 41 Ariz. 439, 449, 19 P.2d 328, 331 (1933) (members of the Maricopa County Board of Supervisors held liable for repayment of amounts used to pay liability-insurance premiums for County vehicles because, at that time, the County could not be held liable for torts committed by its employees, and therefore the insurance policies only protected the employees rather than the County, and the County was not authorized to insure its employees against such liability).

agency program is based on the rationale that, if the County has the authority to undertake a particular activity or provide a particular service to the public, it can “outsource” that activity by providing funding to another entity to do the same. Likewise, the small awards can, we think, be justified if they are being used to fund activities that the County itself has statutory authority to undertake. The County⁸ has statutory authority to, among other things:⁹

- Conduct economic-development activities, which are very broadly defined.¹⁰
- Provide funds for affordable housing, so long as the property being used for the housing is restricted in manner that maintains its affordability.¹¹
- “Provide for the care and maintenance of the sick of the county,” “erect and maintain hospitals for that purpose, and “establish, maintain and operate” medical clinics.”¹²
- Fund summer youth employment and training programs for at-risk youth.¹³
- Impound, care for, and spay/neuter stray dogs and cats.¹⁴
- Provide for parks and recreational areas.¹⁵

Any County official making such a small award should ensure that it is being used to fund an activity that is within the County’s authority. We can provide assistance in determining the scope of that authority.

The State Constitution’s Gift Clause:

The Arizona Supreme Court has held that, to comply with the Gift Clause, a payment of public funds to a private entity¹⁶ must be for a public purpose and must be reasonable in amount in comparison to

⁸ The statutes generally vest this authority in the Board of Supervisors. The Board, by approving the policies cited previously, has arguably delegated authority to individual departments and offices within the County to make the type of small awards we are concerned with here, though the delegation is not express.

⁹ Obviously, the County has *many* powers and authorities; we are providing here citations to just a few statutes that seem likely to provide authority for the types of awards about which you have inquired.

¹⁰ A.R.S. § 11-254.04 authorizes the Board to “appropriate and spend public monies for and in connection with economic development activities,” which is defined as “any project, assistance, undertaking, program or study, whether within or outside the boundaries of the county, including acquisition, improvement, leasing or conveyance of real or personal property or other activity, that the board of supervisors has found and determined will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county.”

¹¹ A.R.S. § 11-251.10. The statute technically refers to buying and conveying interests in real property. Logically, however, providing funding to another entity to acquire or improve real property is the functional equivalent of that.

¹² A.R.S. § 11-251(5) & (39).

¹³ A.R.S. § 11-1042.

¹⁴ A.R.S. §§ 11-1013 & 11-1022.

¹⁵ Arizona Revised Statutes, Title 11, Chapter 7, Article 2.

the consideration that the private entity is providing in exchange for the funds.¹⁷ Courts are very deferential regarding a political branch's determination of what constitutes a public purpose. They are less deferential when it comes to valuation of consideration, which is based on the fair market value of what the party receiving the payment is promising to provide, rather than speculative assessments regarding "public benefits." Nevertheless, the Gift Clause requires only that the value of what the public entity is receiving not be "grossly disproportionate" to what it is paying.

As noted above, the County's outside-agency contracts require the non-profit organization receiving the County funds to carry out certain activities or provide certain services that further a public purpose. Therefore the public benefit requirement is satisfied with respect to those expenditures. And the County funds provided to the outside agency are used to cover the expenses (often just a portion of the expenses) incurred by the agency in carrying out the required activity. The reasonableness of those costs is reviewed as part of the outside-agency program process;¹⁸ therefore, the outside-agency expenditures also satisfy the second prong of the Gift Clause test. The small awards in question would not be accompanied by formal written contracts, but—provided that reasonable assurances have been obtained that the funds are being used in a manner that satisfies the Gift Clause, and there is some documentation to demonstrate that—the expenditures should survive a Gift Clause challenge.

Statutory Budget Laws:

After adoption of a final budget, a county may not "spend money for a purpose not included in its budget" or "spend money ... in a fiscal year in excess of the amount stated for each purpose in the finally adopted budget for that year."¹⁹ If an expenditure of County funds is made for a purpose to which those funds are not allocated in the budget, the funds are considered to have been spent illegally.²⁰

The 2014/15 budget allocates approximately \$400,000 to each supervisor's office.²¹ This amount is divided between "Personnel Services" and "Operating Expenses." The small awards we are

¹⁶ The Gift Clause is generally inapplicable to a transfer of funds to another government entity although, it would of course be problematic if the transfer is done with the understanding that the funds will be used by the receiving entity for a purpose that violates the gift clause.

¹⁷ *Turken v. Gordon*, 223 Ariz. 342, 348-349, ¶¶ 22 & 28, 224 P.3d 158, 164-165 (2010). In *Turken*, the Court implied that it might not even subject certain "non-contractual public expenditures, such as direct assistance to the needy" to a Gift Clause analysis. *Turken* 223 Ariz. at 348, n.4. That appears, however, to be limited to services rendered by a government entity *directly* to benefitted individuals, not payments to organizations that utilize the funds to provide a public benefit.

¹⁸ See Board of Supervisors Policy E 36.1, *Review of Requests and Monitoring of Contracts for Discretionary Funds Allocated to Outside Agencies for Economic Development, Health and Social Services*.

¹⁹ A.R.S. § 42-17106(A).

²⁰ See, e.g., *City of Phoenix v. Kidd*, 54 Ariz. 75, 85, 92 P.2d 513, 518 (1939) *on reh'g*, 54 Ariz. 123, 94 P.2d 428 (1939) (a contract that requires an expenditure in violation of the budget law "is void and cannot be enforced"); *Coleman v. Lee*, 58 Ariz. 506, 508-509, 121 P.2d 433, 434-435 (1942); *Lee v. Coleman*, 63 Ariz. 45, 50, 159 P.2d 603, 605 (1945); *Barbee v. Holbrook*, 91 Ariz. 263, 264-65, 371 P.2d 886, 887 (1962).

²¹ See Pima County Fiscal Year 2014/15 [Recommended Budget](#), p. 2-8.

analyzing here would be paid out of “operating expenses” allocated to the office of the supervisor making the award. We could not find a copy of the final budget online but, if it is like last year’s final budget, it does not contain any more detail than that basic breakdown. “Operating expenses” is a broad category that might legitimately encompass numerous large and small expenses of various types, including, arguably, small awards like those we are discussing. Therefore, if the awards are made using these funds, they would arguably be made from properly budgeted funds.

Someone challenging the legality of these small awards could, however, make a colorable argument that they cannot be fairly characterized as “operating expenses,” which might normally be understood to mean office-related expenses like furniture, equipment, supplies, etc. Do these awards really fall within the stated “purpose”? Paying the awards from the office’s operating-expense budget is arguably unanticipated since these types of expenditures are more typically made under the budgets of other departments, such as Community Services, Employment & Training, and Economic Development & Tourism.²² Therefore, the “operating expense” label does little to alert taxpayers to how the money is being spent, which is one of the purposes of the budget laws.²³ The fact that the awards are not reviewed and approved by the Board as a whole in a public meeting arguably compounds the problem.

On the other hand, lump-sum appropriations are clearly permissible; the adopted budget need not spell out each specific item or type of expense that can be paid out of a more generally labeled line item.²⁴ There is also a legitimate reason for not making the final budget too detailed. Because the Board as a whole must vote to approve a transfer of funds from one final-budget item to another, a more detailed final budget would create significant administrative difficulties.²⁵ And the Recommended Budget *does* show an itemized breakdown of supervisors-office “Operating

²² See Recommended Budget, p. 3-2 (“The Recommended Budget includes \$4,990,328 for outside agencies. This amount includes: \$3,435,167 in the Community Development & Neighborhood Conservation department; \$1,246,775 in the Economic Development & Tourism department, \$123,000 Community & Economic Administration, and \$185,386 in other departments.”).

²³ *City of Phoenix v. Kidd*, 54 Ariz. 75, 83, 92 P.2d 513, 517 (1939) *on reh'g*, 54 Ariz. 123, 94 P.2d 428 (1939) (“The evident purpose of the ‘Budget Law’ is to establish the plan of ‘paying as you go’; also to allow the taxpayer an opportunity to object to any proposed expenditure, or the amount thereof, by the board of supervisors”) (quoting *Fullen v. Calhoun*, 39 Ariz. 40, 3 P.2d 786, 787 (1931)).

²⁴ The Arizona Supreme Court, in *Coleman v. Lee*, a 1942 case, rejected a claim that the board of supervisors could not legally pay for services related to administration of an indigent healthcare program from a lump-sum budget item labeled simply “indigent sick.” 58 Ariz. 506, 509, 121 P.2d 433, 435 (1942) (“we see no reason why the board of supervisors could not make the appropriation in the budget in a lump sum, leaving to those whose duty it is to spend such sum the power and right to apportion it as the law permits”). Successful challenges, in contrast, involved payments in excess of the amount budgeted for the appropriate line item. See, e.g., *City of Phoenix v. Kidd*, 54 Ariz. 75, 90, 92 P.2d 513, 519 (1939) *on reh'g*, 54 Ariz. 123, 94 P.2d 428 (1939) (illegal for City to pay workers additional amounts to comply with increased minimum wage law that was passed after adoption of City budget because that would cause the amount spent to exceed amount budgeted); *Lee v. Coleman*, 63 Ariz. 45, 50, 159 P.2d 603, 605 (1945) (travel expenses of supervisors traveling to road-related meetings were incorrectly paid from general road fund rather than from funds budgeted specifically for board-of-supervisors-travel; therefore, supervisors had to repay any amounts that would have caused the travel-fund budget to be exceeded if the expenses had been paid from that fund as required); *Barbee v. Holbrook*, 91 Ariz. 263, 264-65, 371 P.2d 886, 887 (1962) (action to recover from supervisors funds paid in excess of budget).

²⁵ A.R.S. § 42-17106(B).

Expenses” that includes a line item (\$42,295) for “Payments to Agencies,”²⁶ which we assume refers to small awards of this type. That greater detail arguably informed taxpayers, before adoption of the final budget, that expenditures of this type were being authorized. Individual small awards to agencies can also be monitored by the public through the [Open Books](#) website.

Conclusion.

We conclude that a supervisor’s office can legally make small funding awards from its budgeted operating expenses, provided that the award is for a specific documented public purpose that is within the County’s statutory authority, and is reasonable in amount. If someone were to challenge such a small award based on an alleged violation of the budget law, it is possible that a court would find it to be problematic, but we believe it is more likely than not that a court would uphold the expenditure.

Recommendation.

If you wish to eliminate any question regarding the legal authority for these small awards, the Board of Supervisors could adopt a policy, or amend an existing policy, to explicitly delegate authority for these awards to individual supervisors. Alternatively, the Board could affirmatively prohibit such awards. We are, as always, available to review proposed policy language before it is presented to the Board to help determine whether it will achieve the Board’s desired goal and not result in unintended consequences.

Cc: Sharon Bronson, Chair, Pima County Board of Supervisors
Richard Elías, Vice-Chair, Pima County Board of Supervisors
Ramón Valadez, Supervisor, District 2
Ray Carroll, Supervisor, District 4
C.H. Huckelberry, County Administrator
Barbara LaWall, Pima County Attorney
Amelia Cramer, Chief Deputy County Attorney

²⁶ See Recommended Budget, p. 2-11.

CSET = Community Services, Employment and Training
 CDNC = Community Development and Neighborhood Conservation
 Health = Health Department
 Contingency = Contingency Fund

BOS - Supervisor, District 3

ENTITY NAME	PAYEE NAME	POSTING DATE	AMOUNT	FISCAL YEAR	TRANSACTION ID	TYPE	CAT.	FUND1	County Fund?	Date(s) of Allocation
Prima	AJO COMMUNITY HEALTH CENTER	3/27/2014	\$250.00	2014	AD140000000000051286-AD	Expense	Support & Care Services	General Fund		
Prima	AJO GIBSON VOLUNTEER FIRE DEPT	5/26/2014	\$1,000.00	2014	AD140000000000075153-AD	Expense	Support & Care Services	General Fund		
Prima	AMERICAN LEGION	4/5/2013	\$400.00	2013	AD1300000000000080552-AD	Expense	Support & Care Services	General Fund		
Prima	ANIMAL WELFARE ALLIANCE SO AZ (AWASA)	1/17/2013	\$315.00	2013	AD1300000000000065493-AD	Expense	Support & Care Services	General Fund	Health - \$55,000	6/14/2014
Prima	ARIZONA ACTION CENTER INCORPORATED	5/17/2013	\$750.00	2013	AD1300000000000030522-AD	Expense	Support & Care Services	General Fund	CSET - \$44,280	7/11/2014
Prima	Athaca Area Health Services Inc	10/24/2013	\$175.00	2014	AD1400000000000021761-AD	Expense	Support & Care Services	General Fund		
Prima	CITIZENS FOR PICTURE ROCKS	5/21/2013	\$1,000.00	2013	AD1300000000000091001-AD	Expense	Support & Care Services	General Fund		
Prima	CITIZENS FOR PICTURE ROCKS	6/2/2014	\$1,000.00	2014	AD1400000000000076415-AD	Expense	Support & Care Services	General Fund		
Prima	COMPASS HEALTH CARE INC	5/17/2013	\$1,000.00	2013	AD1300000000000039552-AD	Expense	Support & Care Services	General Fund	CSET - \$105,157	5/20/2014
Prima	EMILY MESHTER EARLY LEARNING CENTER	10/25/2012	\$150.00	2013	AD13000000000000090515-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS GRAD NIGHT	4/18/2013	\$1,000.00	2013	AD1300000000000061318-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS GRAD NIGHT	3/27/2014	\$1,000.00	2014	AD1400000000000042273-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS NEIGHB ASSOC	11/1/2012	\$266.65	2013	AD13000000000000041775-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS NEIGHB ASSOC	11/5/2012	\$370.00	2013	AD13000000000000042273-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS NEIGHB ASSOC	3/6/2014	\$180.00	2014	AD14000000000000056986-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	8/27/2012	\$750.00	2013	AD1300000000000017100-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	10/10/2012	\$900.00	2013	13000000000000000231-ND	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	10/11/2012	\$150.00	2013	13000000000000000232-ND	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	10/17/2012	-\$150.00	2013	13000000000000000232-ND	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	9/15/2013	\$1,000.00	2014	AD14000000000000018403-AD	Expense	Support & Care Services	General Fund		
Prima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	10/10/2013	\$200.00	2014	AD1400000000000002376-AD	Expense	Support & Care Services	General Fund	CDNC - \$12,150	12/17/2013
Prima	FRIENDS OF ROBLES RANCH	6/6/2013	\$1,000.00	2013	AD130000000000000905182-AD	Expense	Support & Care Services	General Fund		
Prima	INTERNATIONAL SONORAN DESERT ALLIANCE	5/23/2013	\$1,000.00	2013	AD1300000000000095894-AD	Expense	Support & Care Services	General Fund		
Prima	INTERNATIONAL SONORAN DESERT ALLIANCE	6/17/2013	\$1,000.00	2013	AD1300000000000093795-AD	Expense	Support & Care Services	General Fund		
Prima	INTERNATIONAL SONORAN DESERT ALLIANCE	9/16/2013	\$1,000.00	2014	AD14000000000000018402-AD	Expense	Support & Care Services	General Fund		
Prima	INTERNATIONAL SONORAN DESERT ALLIANCE	9/16/2013	\$1,000.00	2014	AD14000000000000018402-AD	Expense	Support & Care Services	General Fund		
Prima	INTERNATIONAL SONORAN DESERT ALLIANCE	9/16/2013	\$750.00	2014	AD14000000000000018402-AD	Expense	Support & Care Services	General Fund		
Prima	LEND A HAND SENIOR ASSISTANCE INC	4/18/2013	\$250.00	2013	AD13000000000000087353-AD	Expense	Support & Care Services	General Fund	CSET - \$127,020	10/8/2013, 5/13/14, 7/1/14
Prima	LUMBERLOST NEIGHBORHOOD ASSOCIATION	5/22/2014	\$500.00	2014	AD1400000000000073630-AD	Expense	Support & Care Services	General Fund		
Prima	NORTHWEST FIREFIGHTERS CHARITIES	4/2/2013	\$400.00	2013	13000000000000000527-ND	Expense	Support & Care Services	General Fund	CDNC - \$15,000	4/8/2014
Prima	Physician for Social Responsibility, Arizona	8/15/2013	\$1,000.00	2014	AD14000000000000010379-AD	Expense	Support & Care Services	General Fund		
Prima	PORTABLE PRACTICAL EDUCATIONAL (PPEP)	11/4/2013	\$500.00	2014	AD14000000000000031115-AU	Expense	Support & Care Services	General Fund		
Prima	SOUTHERN ARIZONA AIDS FOUNDATION	5/21/2013	\$1,000.00	2013	AD13000000000000000000-ND	Expense	Support & Care Services	General Fund	CSET - \$1,308,447.65	1/9/14, 4/8/14, 5/13/14, 7/1/14, 8/5/14
Prima	SOUTHERN ARIZONA AIDS FOUNDATION	5/21/2013	\$1,000.00	2013	AD13000000000000000000-ND	Expense	Support & Care Services	General Fund		
Prima	SOUTHERN ARIZONA COMMUNITY SPORTS, INC.	5/9/2013	\$500.00	2013	AD13000000000000083975-AD	Expense	Support & Care Services	General Fund	Contingency - \$1,500	5/3/2013
Prima	TUCSON CHILDREN'S MUSEUM	8/12/2013	\$250.00	2014	AD1400000000000009654-AD	Expense	Support & Care Services	General Fund		
Prima	WALD INC	5/9/2013	\$250.00	2013	AD13000000000000083852-AD	Expense	Support & Care Services	General Fund		
Prima	WALD INC	4/28/2014	\$750.00	2014	AD14000000000000089176-AD	Expense	Support & Care Services	General Fund		
	TOTAL		\$25,506.65							

BOS - Supervisor, District 5

ENTITY NAME	PAYEE NAME	POSTING DATE	AMOUNT	FISCAL YEAR	TRANSACTION ID	TYPE	CAT1	FUND1	County Fund?	Date(s) of Allocation
Pima	American Diabetes Association	8/15/2013	\$500.00	2014	AD140000000000010364-AD	Expense	Support & Care Services	General Fund	County Fund?	
Pima	American Diabetes Association	6/9/2014	\$1,250.00	2014	AD1400000000000078138-AD	Expense	Support & Care Services	General Fund		
Pima	AMERICAN INDIAN ASSOCIATION OF AMERICAN LEGION YOEME POST 125	3/24/2014	\$500.00	2014	AD1400000000000060867-AD	Expense	Support & Care Services	General Fund	CSET - \$112,260	9/8/13, 7/1/14
Pima	AMERICAN LEGION YOEME POST 125	2/28/2013	\$250.00	2013	AD130000000000007149-AD	Expense	Support & Care Services	General Fund		
Pima	ARIZONA ALLIANCE FOR RETIRED AMERICANS	7/24/2014	\$500.00	2014	AD140000000000005173-AD	Expense	Support & Care Services	General Fund		
Pima	ARIZONA ALLIANCE FOR RETIRED AMERICANS	7/20/2012	\$270.00	2013	AD130000000000005019-AD	Expense	Support & Care Services	General Fund		
Pima	ARIZONA BOARDER RIGHTS FOUNDATION	10/25/2012	\$400.00	2013	AD1300000000000039651-AD	Expense	Support & Care Services	General Fund		
Pima	Arizona Media Arts Center	2/27/2014	\$1,250.00	2014	AD1400000000000054808-AD	Expense	Support & Care Services	General Fund		
Pima	Arizona Media Arts Center	3/24/2014	\$150.00	2014	AD1400000000000060879-AD	Expense	Support & Care Services	General Fund		
Pima	ARIZONA STATE UNIVERSITY	10/10/2013	\$1,000.00	2014	AD1400000000000073759-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	8/23/2012	\$1,000.00	2013	AD130000000000016454-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	11/23/2012	\$400.00	2013	AD130000000000004689-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	12/19/2012	\$500.00	2013	AD130000000000005151-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	5/13/2013	\$500.00	2013	AD130000000000004989-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	11/14/2013	\$800.00	2014	AD1400000000000033647-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	12/5/2013	\$400.00	2014	AD1400000000000037748-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	4/10/2014	\$2,500.00	2014	AD140000000000006445-AD	Expense	Support & Care Services	General Fund		
Pima	CHICANOS POR LA CAUSA	6/26/2014	\$4,999.00	2014	AD1400000000000081633-AD	Expense	Support & Care Services	General Fund	CSET - \$136,380	8/6/15, 7/1/14
Pima	Communication Workers of America	3/23/2014	\$45.00	2014	AD1400000000000056529-AD	Expense	Support & Care Services	General Fund		
Pima	DANCING IN THE STREETS ARIZONA	9/27/2012	\$500.00	2013	AD130000000000003042-AD	Expense	Support & Care Services	General Fund		
Pima	DANCING IN THE STREETS ARIZONA	11/1/2013	\$500.00	2014	AD1400000000000030654-AD	Expense	Support & Care Services	General Fund		
Pima	DANCING IN THE STREETS ARIZONA	6/2/2014	\$300.00	2014	AD1400000000000076417-AD	Expense	Support & Care Services	General Fund		
Pima	EXODUS COMMUNITY SERVICES INC	8/15/2013	\$98.70	2014	AD1400000000000010295-AD	Expense	Support & Care Services	General Fund		
Pima	EXODUS COMMUNITY SERVICES INC	5/19/2014	\$1,000.00	2014	AD1400000000000073929-AD	Expense	Support & Care Services	General Fund		
Pima	FIESTA GRANDE OF HOLLYWOOD INC	3/14/2013	\$1,000.00	2013	AD1300000000000074897-AD	Expense	Support & Care Services	General Fund		
Pima	FIESTA GRANDE OF HOLLYWOOD INC	4/10/2014	\$1,000.00	2014	AD1400000000000064387-AD	Expense	Support & Care Services	General Fund		
Pima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	3/02/2012	\$1,000.00	2013	AD1300000000000039089-AD	Expense	Support & Care Services	General Fund		
Pima	FLOWING WELLS UNIFIED SCHOOL DISTRICT NO 8	10/10/2013	\$500.00	2014	AD1400000000000023777-AD	Expense	Support & Care Services	General Fund	CDMC - \$32,150	12/17/2013
Pima	Fox Tucson Theatre Foundation	11/1/2013	\$1,000.00	2014	AD1400000000000039060-AD	Expense	Support & Care Services	General Fund		
Pima	FRIENDS OF ROBLES RANCH	5/9/2013	\$300.00	2013	AD1300000000000088376-AD	Expense	Support & Care Services	General Fund		
Pima	FRIENDS OF ROBLES RANCH	6/26/2014	\$1,000.00	2014	AD1400000000000081655-AD	Expense	Support & Care Services	General Fund		
Pima	FRIENDS OF ROBLES RANCH	8/16/2012	\$1,000.00	2013	AD130000000000004218-AD	Expense	Support & Care Services	General Fund		
Pima	GARDEN YOUTH DEVELOPMENT PROJECT INC	7/20/2012	\$1,000.00	2013	AD130000000000005028-AD	Expense	Support & Care Services	General Fund		
Pima	HIGHER GROUND A RESOURCE CENTER	7/18/2013	\$250.00	2014	AD140000000000003452-AD	Expense	Support & Care Services	General Fund		
Pima	HIGHER GROUND A RESOURCE CENTER	8/29/2013	\$300.00	2014	AD140000000000003943-AD	Expense	Support & Care Services	General Fund		
Pima	HISPANIC WOMENS CORPORATION	8/10/2012	\$800.00	2013	AD1300000000000013171-AD	Expense	Support & Care Services	General Fund		
Pima	International Gay Bowling Organization (IGBO)	12/9/2013	\$1,000.00	2014	AD1400000000000038973-AD	Expense	Support & Care Services	General Fund		
Pima	INTERNETHEATH FESTIVAL COMMITTEE	2/6/2014	\$200.00	2014	AD1400000000000050465-AD	Expense	Support & Care Services	General Fund		
Pima	LEAGUE OF UNITED LATIN AMERICA (LULAC)	4/1/2013	\$750.00	2013	AD13000000000000079918-AD	Expense	Support & Care Services	General Fund		
Pima	LITERACY CONNECTS	12/31/2012	\$500.00	2013	AD1300000000000058699-AD	Expense	Support & Care Services	General Fund		
Pima	LITERACY CONNECTS	5/9/2013	\$150.00	2013	AD1300000000000088290-AD	Expense	Support & Care Services	General Fund		
Pima	LITERACY CONNECTS	8/15/2013	\$1,000.00	2014	AD1400000000000010490-AD	Expense	Support & Care Services	General Fund	Contingency - \$37,500	10/8/13, 2/18/14, 9/9/14
Pima	LOS DESCENDIENTES DEL PRESIDIO	8/2/2012	\$750.00	2013	AD1300000000000090811-AD	Expense	Support & Care Services	General Fund	CSET - \$148,000	
Pima	LOS DESCENDIENTES DEL PRESIDIO	9/19/2013	\$750.00	2014	AD1400000000000009194-AD	Expense	Support & Care Services	General Fund		
Pima	LOS DESCENDIENTES DEL PRESIDIO	4/11/2014	\$1,500.00	2014	AD1400000000000066511-AD	Expense	Support & Care Services	General Fund		
Pima	LULZ SOCIAL SERVICES INC	11/17/2012	\$1,000.00	2013	AD1300000000000004172-AD	Expense	Support & Care Services	General Fund		
Pima	LULZ SOCIAL SERVICES INC	5/9/2013	\$500.00	2013	AD1300000000000008305-AD	Expense	Support & Care Services	General Fund		
Pima	LULZ SOCIAL SERVICES INC	11/12/2013	\$1,000.00	2014	AD14000000000000033195-AD	Expense	Support & Care Services	General Fund		
Pima	Marshall Nueva Generation Inc	5/1/2014	\$500.00	2014	AD14000000000000070162-AD	Expense	Support & Care Services	General Fund	Contingency - \$61,350	1/1/2013
Pima	MECHA Organization	5/5/2014	\$500.00	2014	AD14000000000000069708-AD	Expense	Support & Care Services	General Fund		
Pima	METROPOLITAN EDUCATION COMMISS	3/14/2013	\$750.00	2013	AD1300000000000079499-AD	Expense	Support & Care Services	General Fund		
Pima	METROPOLITAN EDUCATION COMMISS	4/17/2014	\$750.00	2014	AD1400000000000063880-AD	Expense	Support & Care Services	General Fund		
Pima	MUSEUM OF CONTEMPORARY ART	2/14/2013	\$1,000.00	2013	AD13000000000000086306-AD	Expense	Support & Care Services	General Fund		

BOS - Supervisor, District 5

ENTITY NAME	PAYEE NAME	POSTING DATE	AMOUNT	FISCAL YEAR	TRANSACTION ID	TYPE	CAT1	FUND1	County Fund?	Date(s) of Allocation
Pima	NATIVE SEEDS/SEARCH	10/4/2012	\$100.00	2013	AD130000000000035129-AD	Expense	Support & Care Services	General Fund	County Fund?	
Pima	NEW SPIRIT LUTHERAN CHURCH	5/5/2014	\$1,000.00	2014	AD1400000000000070140-AD	Expense	Support & Care Services	General Fund		
Pima	PARTIES PLUS INC	11/1/2012	\$147.88	2013	AD1300000000000041770-AD	Expense	Support & Care Services	General Fund		
Pima	PARTIES PLUS INC	11/20/2012	\$42.67	2013	AD130000000000056429-AD	Expense	Support & Care Services	General Fund		
Pima	PARTIES PLUS TUCSON LLC	11/25/2013	\$76.70	2014	AD1400000000000036458-AD	Expense	Support & Care Services	General Fund		
Pima	Physician for Social Responsibility, Arizona	4/15/2013	\$1,000.00	2013	AD130000000000083195-AD	Expense	Support & Care Services	General Fund		
Pima	Pima Animal Care Center	8/5/2013	\$10.00	2014	AD140000000000008629-AD	Expense	Support & Care Services	General Fund		
Pima	Pima Area Labor Federation	5/1/2014	\$500.00	2014	AD140000000000069714-AD	Expense	Support & Care Services	General Fund		
Pima	PLANNED PARENTHOOD ARIZONA INC	1/17/2013	\$900.00	2013	AD130000000000061484-AD	Expense	Support & Care Services	General Fund		
Pima	PLANNED PARENTHOOD ARIZONA INC	2/27/2014	\$1,500.00	2014	AD1400000000000054757-AD	Expense	Support & Care Services	General Fund		
Pima	PUEBLO GARDENS NEIGHBORHOOD	1/17/2013	\$500.00	2013	AD130000000000061459-AD	Expense	Support & Care Services	General Fund		
Pima	PUEBLO GARDENS NEIGHBORHOOD	12/12/2013	\$500.00	2014	AD140000000000039345-AD	Expense	Support & Care Services	General Fund		
Pima	SAVITA GRUZ VALLEY HERITAGE ALLIANCE INC	10/4/2012	\$120.00	2013	AD130000000000035085-AD	Expense	Support & Care Services	General Fund		
Pima	SAVE THE SCENIC SANTA RITAS	9/27/2012	\$100.00	2013	AD130000000000039041-AD	Expense	Support & Care Services	General Fund		
Pima	SKY ISLAND ALLIANCE	7/15/2013	\$250.00	2014	AD140000000000002753-AD	Expense	Support & Care Services	General Fund		
Pima	SOUTHERN ARIZONA AIDS FOUNDATION	9/2/2012	\$500.00	2013	AD130000000000024771-AD	Expense	Support & Care Services	General Fund	Contingency - \$1,500	9/3/2013
Pima	ST FRANCIS IN THE FOOTHILLS UMC	2/14/2013	\$1,000.00	2013	AD130000000000068304-AD	Expense	Support & Care Services	General Fund		
Pima	ST MARGARET MARY CHURCH	11/1/2012	\$300.00	2013	AD1300000000000041767-AD	Expense	Support & Care Services	General Fund		
Pima	SUNNYSIDE UNIFIED SCHL DIST 12	10/11/2012	\$45.00	2013	AD130000000000036247-AD	Expense	Support & Care Services	General Fund		
Pima	THE HAVEN	2/27/2014	\$140.00	2014	AD1400000000000054739-AD	Expense	Support & Care Services	General Fund		
Pima	THE PRIMAVERA FOUNDATION INC (Primavera)	11/25/2013	\$500.00	2014	AD1400000000000036491-AD	Expense	Support & Care Services	General Fund	DNLC - \$360,371 CSET - \$171,130	8/6/13, 2/11/14, 3/4/14, 1/1/14
Pima	THE UNIVERSITY OF ARIZONA	9/27/2012	\$200.00	2013	AD1300000000000039021-AD	Expense	Support & Care Services	General Fund		
Pima	THE UNIVERSITY OF ARIZONA	2/16/2012	\$500.00	2014	AD1400000000000051007-AD	Expense	Support & Care Services	General Fund		
Pima	THE UNIVERSITY OF ARIZONA	5/26/2014	\$1,000.00	2014	AD140000000000075162-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON ARTS BRIGADE	2/4/2013	\$500.00	2013	AD130000000000068586-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON ARTS BRIGADE	1/9/2014	\$500.00	2014	AD14000000000004413-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON CHAPTER NAACP	9/2/2012	\$600.00	2013	AD130000000000024772-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON CHAPTER NAACP	8/12/2013	\$750.00	2014	AD140000000000010005-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON CHAPTER NAACP	5/26/2012	\$750.00	2014	AD140000000000075165-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON CLEAN & BEAUTIFUL INC	9/17/2012	\$40.00	2013	AD1300000000000031209-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON CLEAN & BEAUTIFUL INC	9/24/2012	\$40.00	2013	AD1300000000000032417-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON GLEET CHAMBER OF COMMERCE	9/2/2012	\$60.00	2013	AD130000000000005030-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON MEET YOURSELF	7/20/2012	\$150.00	2013	AD1300000000000024769-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON MEXICO SISTER CITIES	10/25/2012	\$1,000.00	2013	AD1300000000000087121-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON PIMA ARTS COUNCIL	5/2/2013	\$1,000.00	2013	AD130000000000007206-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON SOUTHERN ARIZONA BLACK CHAMBER	2/1/2013	\$80.00	2013	AD1300000000000085907-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON UNIFIED SCHOOL DISTRICT	4/25/2013	\$1,000.00	2013	AD1300000000000087707-AD	Expense	Support & Care Services	General Fund		
Pima	TUCSON UNIFIED SCHOOL DISTRICT	5/6/2013	\$500.00	2014	AD140000000000010307-AD	Expense	Support & Care Services	General Fund		
Pima	WINGS PAN	8/15/2013	\$200.00	2014	AD1400000000000018580-AD	Expense	Support & Care Services	General Fund		
Pima	WINGS PAN	9/16/2013	\$200.00	2014	AD1400000000000018580-AD	Expense	Support & Care Services	General Fund		
Pima	YWCA OF TUCSON	4/28/2014	\$250.00	2014	AD1400000000000069162-AD	Expense	Support & Care Services	General Fund		
TOTAL			\$62,764.75							