

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlathe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, January 28, 2014 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the five year business plan for the Southeast Arizona Workforce Connection effective July 1, 2014 to June 30, 2017.
2. Approve the appointment of Mr. Nathan Watkins to the Planning & Zoning Commission for District 2 to a term beginning immediately until December 31, 2017.
3. Approve the re-appointment of Patrick Green to the Board of Adjustment for District 2 (BA-2) for a term beginning immediately until December 31, 2017.
4. Adopt Resolution 14-04 Requesting the Congress of the United States to immediately provide full funding for the Payment-In-Lieu-Of-Taxes (PILT) Program.

5. Approve the Minutes of the regular meeting of the Board of Supervisors of January 7, 2014.
6. Ratify approving a letter of support of the importation of tomato plantlets from Mexico for use in NatureSweet's Arizona greenhouses.
7. Approve the appointments of the following person as Precinct Committee person for the Democrat Party of Cochise County: Precinct #27 SV Buffalo Soldier, Thomas P. Stoney.

County Attorney

8. Approve the proposed settlement of the Tax Appeal in San Pedro Partners II, L.L.C. v. Cochise County, TX2013-000674 (Assessor parcel No. 123-47-203D), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Sheriff

9. Approve City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-12-2238 with a term of January 1, 2012 to December 31, 2013 and extension to January 31, 2014 providing a total of \$3,000 in overtime expenses.

Finance

10. Approve demands and budget amendments for operating transfers.

Juvenile Probation

11. Approve the Intergovernment Agreement (IGA) between The Arizona Supreme Court, The Cochise County School Superintendent and The Cochise County Superior Court for FY13/14 governing title funds for use in the Cochise County Juvenile Detention Center for education programs and classrooms effective as of the date of execution of the agreement by all parties through June 30, 2015.

PUBLIC HEARINGS

Community Development

12. Adopt Zoning Ordinance 14-02, approving Docket Z-14-01, reverting the zoning district designation for parcels 106-15-094, -094B, -094C, & -094D to RU-4 from TR-36 and RU-2, pursuant to the request of Jeffery & Barbara Franz.

ACTION

Board of Supervisors

13. Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for funding of a Consultant to Promote Retention and Expansion of Missions of the U.S. Army at Fort Huachuca.

STATE & FEDERAL LEGISLATION

14. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

**REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING
COUNTY MATTERS**

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 01/28/2014

Arizona Workforce Investment Area Strategic Plan

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the five year business plan for the Southeast Arizona Workforce Connection effective July 1, 2014 to June 30, 2017.

Background:

The multi-year plan provides information on how the Southeastern Arizona Workforce Connection will continue its track record of providing high quality workforce services to the citizens of Cochise, Graham, and Greenlee counties. Plan details include: counties covered, description of local area characteristics, sector strategies to focus on, dropout rates and literacy information, local workforce board strategic planning results, process for the plan development, and public review and comment process.

Department's Next Steps (if approved):

Send a signed document back to Arizona Workforce Connection.

Impact of NOT Approving/Alternatives:

The Arizona Workforce Connection will not have a business plan.

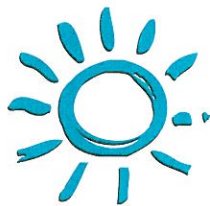
To BOS Staff: Document Disposition/Follow-Up:

Send the signed business plan to Vickie L. Simmons, Deputy Director, Cochise One Stop, 1843 Paseo San Luis, Sierra Vista, AZ 85635.

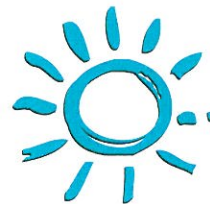
Attachments

Cochise County Workforce-Part 1 of 2

Cochise County Workforce-Part 2 of 2



ARIZONA WORKFORCE CONNECTION



☒ **Cochise One Stop**
1843 Paseo San Luis
Sierra Vista, AZ 85635
(520) 458-9309
Fax (520) 458-4786
TTY (520) 452-1667

☐ **Cochise One Stop**
1706 E 10th Street
Douglas, AZ 85607
(520) 364-8906
Fax (520) 364-8926

☐ **Graham One Stop**
1910 W. Thatcher Blvd.
Safford, AZ 85546
(928) 432-6932
Fax (928) 432-6936

☐ **Greenlee One Stop**
PO Box 816
300 N. Coronado Blvd.
Clifton, AZ 85533
(928) 865-4003
Fax (928) 865-4006

December 6, 2013

Michael J. Ortega
County Administrator
Cochise County AZ
1415 Melody Lane
Bldg. G
Bisbee, AZ 85603

Dear Mr. Ortega,

Enclosed herewith is our 5 year business plan for WIA as Vada informed you via email today.

Please have your Board of Supervisors approve the plan at their next meeting. If you would like Vada or myself to attend a meeting to go over the plan please let me know.

Thank you,

Vickie L. Simmons, CPA
Deputy Director

Enclosure



Local Plan Signature Page

**Local Plan Signature Page Program Year 2014 through Program Year 2017
WIA Title IB**

We, the undersigned, do hereby approve and submit this Local Plan for the Workforce Investment Act (WIA) Title IB Programs for the:

Southeastern Arizona Workforce Connection

Local Workforce Investment Area (LWIA)

Submitted on behalf of the Local Investment Board (LWIB) and Chief Local Elected Official(s) for this Local Workforce Investment Area.

Signature – Chief Local Elected Official

Date

Ann English, Chairman, Supervisor, District 2

Signature – Chief Local Elected Official

Date

Richard Searle, Vice Chairman, Supervisor, District 3

Signature – LWIB Chair

Date

Ronald Curtis, President

Approved on behalf of the State of Arizona:

**Signature – Chairman
Workforce Arizona Council**

Date

Southeastern Arizona Workforce Connection



Cochise, Graham & Greenlee



Cochise One Stop
1843 Paseo San Luis
Sierra Vista, AZ 85635
520-458-9309

Cochise One Stop
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928-432-6932

Greenlee One Stop
300 N Coronado Blvd
Clifton, AZ 85533
928-865-4003

www.seazworkforce.org

Equal opportunity employer/program
Auxiliary aids and services are available upon request to individuals with disabilities

STRATEGIC INTEGRATED WORKFORCE PLAN

Workforce Investment Act, Wagner-Peyser Act, and

Department of Labor Workforce Programs

JULY 1, 2014 – JUNE 30, 2017

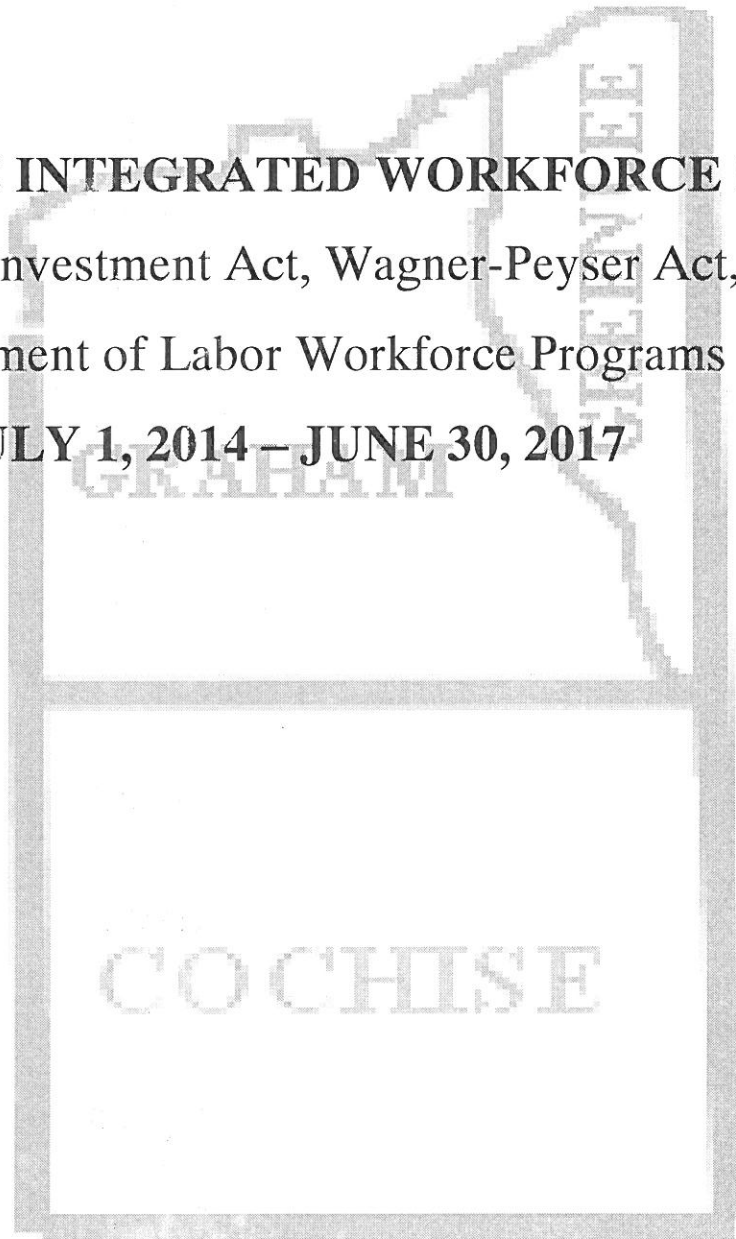




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3) Public Comments received as result of public notice	
4) Staff Responsibilities	
5) Youth Contract Award Detail	
6) Fully executed Chief Local Elected Official Agreement clearly identifying the administrative and fiscal entity and reflecting the responsibilities of each.	
7) Chief Local Elected Official and Local Board Partnership Agreement	
8) Local Board and Designated Operator Agreement	
9) Fully executed Memorandums of Understanding between the One Stop Operator and each partner agency	
10) Fully executed Resource Sharing Agreement outlining how services and operating costs of the local system will be funded; methodology for cost sharing and invoicing and payment processes	
11) Emergency Procedures	

B. Executive Summary

This multi-year plan provides information on how the Southeastern Arizona Workforce Connection will continue its track record of providing high quality workforce services to the citizens of Cochise, Graham, and Greenlee counties. Following is data to support the plan details:

1. Counties Covered
2. Description of Local Area Characteristics
3. Sector Strategies to Focus On
4. Dropout Rates and Literacy Information
5. Local Workforce Board Strategic Planning Results
6. Process for the Plan Development: Chief Elected Officials, Workforce Board, and Stakeholders
7. Public Review and Comment Process

1. Counties Covered

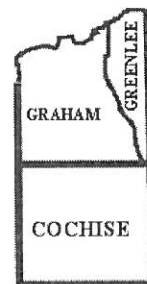
Southeastern Arizona Workforce Connection is comprised of Cochise, Graham and Greenlee counties.

2. Brief description of the characteristics of the local area

Cochise County is a county located in the southeastern corner of the U.S. state of Arizona. The population was 131,346 at the 2010 census. This county borders southwestern New Mexico, southeastern Arizona, and northwestern Mexico's Sonora state. Aerospace & defense, Healthcare, Tourism and Border Security are the principal industries.

Graham County is located in the southeastern part of the U.S. state of Arizona. As of the 2010 census its population was 37,220. Mining, agriculture and criminal justice are the principal industries.

Greenlee County is located in the southeastern part of the U.S. state of Arizona. As of the 2010 census its population was 8,437. The County is 120 miles long and 20 miles wide it covers 1,837 square miles. Mining and agribusiness are the principal industries. The copper industry has been an important industry in Greenlee County and the State of Arizona for more than 130 years.



3. Sector Strategies area will focus on (include statewide sectors that exist in the local area plus local area specific sectors)

Aerospace & defense*

Healthcare*

Mining*
 Transportation & logistics
 Energy*

Tourism
 Border security*
 Agriculture*

*Local Workforce board Focused Sectors

4. Educational information related to drop out rates and literacy information

2012-2013 Dropout Rates:

County	Subgroup	# of Students Enrolled	# of Dropouts	Dropout Rate
Cochise				
Cochise	All	10154	309	3.0
Cochise	African American	448	11	2.5
Cochise	Asian	158	*	0.6
Cochise	Hispanic or Latino	5125	197	3.8
Cochise	Native American	108	*	2.8
Cochise	Native Hawaiian or Pacific Islander	72	*	1.4
Cochise	White	3982	93	2.3
Cochise	Multiple Races	261	*	1.1
Cochise	Economically Disadvantaged	5350	211	3.9
Cochise	Limited English Proficient	229	23	10
Cochise	Students with Disabilities	1166	37	3.2
Cochise	Migrant	59	*	3.4
Cochise	Female	4940	127	2.6
Cochise	Male	5214	182	3.5
Graham				
Graham	All	2940	127	4.3
Graham	African American	26	*	11.5
Graham	Asian	12	*	8.3
Graham	Hispanic or Latino	1048	59	5.6
Graham	Native American	266	28	10.5
Graham	Native Hawaiian or Pacific Islander	*	*	10
Graham	White	1549	32	2.1
Graham	Multiple Races	29	*	10.3
Graham	Economically Disadvantaged	1193	61	5.1
Graham	Limited English Proficient	*	0	0
Graham	Students with Disabilities	354	19	5.4
Graham	Migrant	0	0	0
Graham	Female	1457	53	3.6
Graham	Male	1483	74	5

Greenlee				
Greenlee	All	917	*	0.3
Greenlee	African American	11	0	0
Greenlee	Asian	*	0	0
Greenlee	Hispanic or Latino	520	*	0.6
Greenlee	Native American	12	0	0
Greenlee	White	356	0	0
Greenlee	Multiple Races	16	0	0
Greenlee	Economically Disadvantaged	299	0	0
Greenlee	Limited English Proficient	0	0	0
Greenlee	Students with Disabilities	107	*	0.9
Greenlee	Migrant	0	0	0
Greenlee	Female	427	*	0.2
Greenlee	Male	490	*	0.4

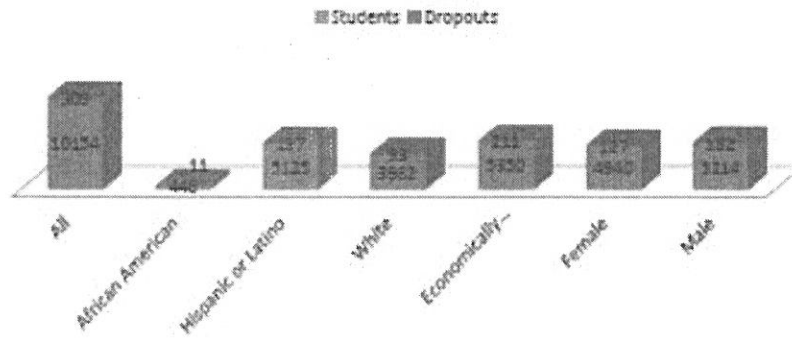
NOTE: Data provided by Arizona Department of Education.

Please note: asterisks (*) in the data indicate numbers under 11 that are not reported per the Family Educational Rights and Privacy Act of 1974 (FERPA).

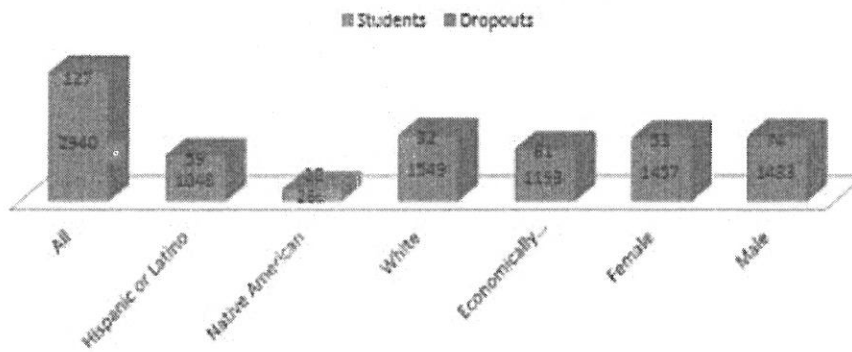
Dropout rates are reported for grades seven through twelve, and are based on a calendar year that runs from the first day of summer recess through the last day of school. A school's total enrollment is used as the population figure against which dropouts are subsequently counted. For purposes of the above study, dropouts are defined as students who are enrolled in school at any time during the school year, but are not enrolled at the end of the school year and did not transfer, graduate or die.

On the following page is a chart for the three counties, Cochise, Graham and Greenlee counties, showing the dropout rates.

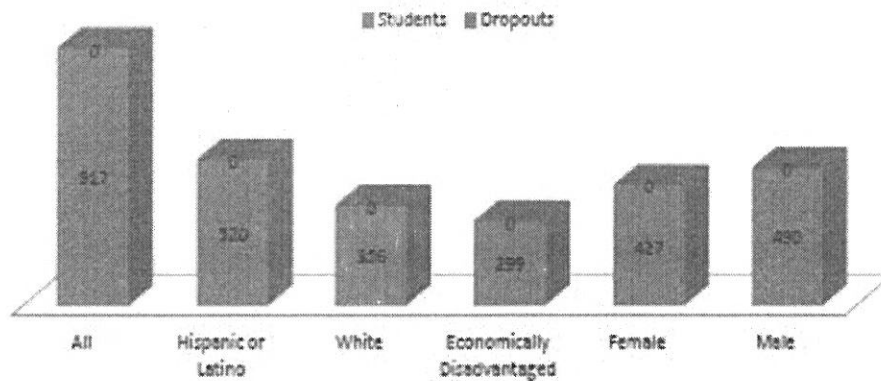
Dropouts in Cochise County



Dropouts in Graham County



Dropouts in Greenlee County



Data provided by Arizona Department of Education.

■ The U.S. Department of Labor-Bureau of Labor Statistics has determined the 2008 median annual earnings difference between no diploma and a high school credential to be \$8,580. The 409 individuals earning a GED® in Cochise County represent a potential increase in taxable income of approximately \$3,510,000 per year.

- 41% of adult learners in Cochise County are between the ages of 25 and 44.
- 36% of adult learners in Cochise County are employed.
- of the population 18 and over representing child-bearing and employment ages in Cochise County, 7% (6,411) have less than a high school education. The 2003 National Assessment of Adult Literacy research confirms once again that the educational attainment of the parents particularly that of the mother, has a direct bearing on the educational achievement of a child.
- 20,422 students were enrolled in public pre-school through high school during the 2009-2010 school years. Cochise County reported 6,246 public high school (Grades 9-12) students and a dropout rate for grades 7-12 in 2007-2008 of 3% (338). ADE-AES served 252 people under the age of 25, of whom 81% (204) were between ages 16 and 21.
- 56% of the adults in Cochise County enrolling in Adult Education classes had reading, writing, and/or math proficiency skills at eighth grade or below.

NOTE: Data not available for Graham and Greenlee counties.

NOTE: Data provided by AZ Department of Education.

5. Vision and mission of the Local Workforce Area established by the Local Workforce Investment Board.

Developing tomorrow's workforce today by building partnerships and providing leadership in employment, education and training. The Local Workforce Investment Board mission is to provide quality services to employers and job seekers, ensuring universal access to all customers, and promoting the concept of seamless delivery of services.

Strategic plan critical issues, goals and strategies created by Local Workforce Investment Board



STRATEGIC THINKING RETREAT: Southeastern Arizona Workforce Board

PLANNING REPORT

LOCAL SECTORS *Local Workforce Board Focused Sectors*

Aerospace
Defense/Border Patrol
Health-Care Related
Agriculture
Mining

PRIORITY ACTION BOARD WILL FOCUS ON

Starting on page 3 of this report is the collection of ideas brainstormed. Board Members voted on which of the brainstormed ideas they should focus on as priorities.

1	Contract for Immersion Training for Board Members and Staff – what is it like to be a Workforce Investment Board client?
2	Establish a Youth Academy that utilizes the Cinemax Theaters to expand Youth Launch into Life. Topics should include dress for success, resumes, interviewing, check writing, credit, and career exploration. Invite colleges, recruiters, job corp, and vocational technical education. Provide information on salary potentials with different levels of education and training.
3	Provide customer service training annually to all staff and partners working with the local workforce system
4	Position workforce system kiosk in Sierra Vista mall as a pilot that increases access and marketing
5	Research structure, service mix, and innovative practices in other Arizona workforce areas and nationally
6	Communicate to parents about job training opportunities.
7	Hold job fairs.

SWOT ANALYSIS

What are the strengths, weaknesses, opportunities, and threats this local workforce area system has?

STRENGTHS	WEAKNESSES
Great, Unified Staff	Distance between Communities
Board Is Interested and Active	Need More Communication with Potential Partners and Clients
Open To Change	Limited Space
Out of Box Thinking	Signage
Business Support for Dollars	Technology (support system IT)
Community Presence and Outreach	Lack of Education/Communication with Elected Official and Some Large Industries
Networking	Better Identify/Engage Sectors
Non-Profit Agency and Independence	Learning Curve
Merger Allows Us to Serve More	Communication
Business Outreach Has Raised Awareness	Too Many Hats
Strong Leadership	Scheduling Challenges
Strong Return on Investment	Limited Staff
Reputation	
Talent	
Visionary	
Goal Attainment	
Fiscally Responsible	
Diversity of the Board & Board of Supervisors	
OPPORTUNITIES	THREATS
Community – Small and Receptive	Budget Cuts
Now Areas Is All in Same Legislative District	Small Number of Growth Companies Hiring
Morenci Expansion	Business Growth versus Community
Border Location	Infrastructure
Can Develop Staff and Teamwork with DES/WF/Others	Limited Housing
Grants and Other Funding Sources	Regional Haze
Collaboration of Community Educators	Border Location
Enhance/Update Staff Skill Sets – Modernize	Future of Workforce
Leverage Resources	Business Closings
Build Stronger/Effective Sector Strategies	Economy
Grants	Program Cuts
Change People's Lives	Lack of Buy-In
	Legislation

BRAINSTORMING

The planning session attendees separated into 3 groups. Each studied a topic and brainstormed ideas to create a high-performing tri-county region. Topics were rotated so every attendee was able to participate on all topics. When the brainstorming concluded, the small groups created goal statements and presented their recommendations to the full group. Individuals voted on the goals that were most immediate to accomplish.

The 5 topics brainstormed:

1. Board Development
2. Community Awareness and Business Outreach
3. Improving Partnerships – “Training Partners”
4. Staff Capacity
5. Working Partnerships and Developing Outreach

Board Development

- Immersion training – what is it like to be a Workforce Investment Board client (13 votes)
- Find out what’s new at other Workforce Investment Board’s in Arizona and nationally (11 votes)
- Board Member organization presentations (5 votes)
- Spotlight local businesses - ideas, challenges, education (5 votes)

Community Awareness and Business Outreach

- Communicate to parents about job training opportunities (10 votes)
- Job fairs (9 votes)
- Enhance social media use (6 votes)
- News releases (5 votes)

Improving Partnerships – “Training Partners”

- Youth Academy: Utilize Cinemax Theaters for Youth (expanded) Launch into Life with Dress for Success, Resumes, Interviewing, Check Writing, Credit, Career Exploration with Colleges, Recruiters, Job Corp, Vocational Technical Education, Salary Potentials with Different Levels of Education and Training (12 votes)
- Create more internships (10 votes)

- Involve high school counselors, Joint Technical Education District, high schools... (10 votes)

Staff Capacity

- Annual customer service training (12 votes)
- Do staff needs assessment (7 votes)
- Create professional development plans for each employee (5 votes)
- Cross training (5 votes)

Working Partnerships and Developing Outreach

- Have kiosk in mall (11 votes)
- Identify populations non-profits serve such as Good Neighbor Alliance (8 votes)
- Follow-up for satisfaction to improve customer service with employers (5 votes)
- Review communication materials and update (5 votes)

BALANCED SOCRECARD MEASURES TO CONSIDER

The Local Board will compare this list to the final results of the Workforce Arizona Council in regard to a balanced scorecard and make a decision on whether any local measures are needed. If so, local measures will be decided among these:

- Customer Perspective of Employer Satisfaction Survey at Job Fairs
 - Job Seeker – Employer/Employment
 - Number of Calls To/From Employers-Repeat Calls
 - Number of All Job Postings versus Entry-Level or Management
 - Quantitative Measure
 - Types of Touches
- Financial Perspective of location of Training Dollars
 - Total
 - By Trainer
 - Per Client Average
 - Per Program
- Internal Business Processes Perspective
 - Number Unqualified but Referred to Employers
 - Satisfaction Survey
 - Staff Should Define
- Workforce Capacity Perspective Master Trainer for Staff Certifications
- General Considerations
 - Have a kiosk check-in that records data with custom questions
 - Work with Biz Outreach staff to set realistic goals
 - Don't over think measurements and keep focus on quality of service

Describe the involvement of the Chief Local Elected Official, the Local Workforce Investment Board and stakeholders in the development of the plan

Southeastern Arizona Workforce Connection's strategic local Workforce Investment Plan represents the collaborative effort of a variety of stakeholders who have an interest in the development of a local workforce investment system that provides high quality services to employers, employees and job seekers. The local area held three planning meetings to involve the variety of stakeholders in the development of the plan. Local elected officials attended one of those meeting to discuss the building of the plan and revisions to the plan. The local area had representation at the statewide meetings where the Governor's vision for the workforce system. The planning guidance was reviewed and statewide technical assistance was provided.

6. Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments.

Copies of the proposed five year plan will be available in Southeastern Arizona Workforce on the organization's website: www.seazworkforce.org. Public notices were posted throughout Cochise, Graham and Greenlee Counties -- see Appendix 2 for locations. Three five year plan meetings were held to discuss the 5 year plan. The meetings were held September 5, 2013, September 30, 2013 and October 7, 2013 -- see Appendix 2 for the attendees of the September 30, 2013 and October 7, 2013 meetings. The Local Workforce Investment Board was invited to the meetings. Also, the County Boards of Supervisors from the three counties were invited to the meetings. The plan will be submitted to the Local Workforce Investment Board and to the Cochise, Graham and Greenlee County Boards of Supervisors (Chief Local Elected Officer) for review and approval.

We received two comments from the public during the 30 day public hearing period -- see Appendix 3 for comments and the outcome of each comment.

C. Business Plan Narrative

1. Cross-Program Strategies – The local workforce area's Welcome Function will do the initial assessment when a client/customer walks in the door of the One Stop Center. The Welcome Function will consist of all partners greeting customers. Our local office prides itself in providing consistent program services no matter what the customer requests. All customers will be treated the equally. Staff will be trained on updated seamless services policies and procedures. A resource community checklist will be available to customers listing unavailable in the One-Stop Center. If needed, the staff will co-enroll clients/customers in order to make services available to all participants.

2. Partnerships – Southeastern Arizona Workforce Connection works to build and strength relationships with our partners. In our Comprehensive One Stop our partners include:

- Wagner-Peyser
- Vocational Rehabilitation
- Veterans Representatives

To continue to strength our relationships with our partners we have special recruitment fairs, mini job fairs in our office, attend business networking events and are members of all the Chambers of Commerce in the three county areas in order to make the connection with the local employers.

D. Planning Development

Describe the involvement of the Chief Local Elected official (CLEO), the Local Workforce Investment Board (LWIB) and the stakeholders in the development of the plan.

Southeastern Arizona Workforce Connection's strategic local Workforce Investment Plan represents the collaborative effort of a variety of stakeholders who have an interest in the development of a local workforce investment system that provides high quality services to employers, employees and job seekers. The local area held three planning meetings to involve the variety of stakeholders in the development of the plan. Local elected officials attended one of those meeting to discuss the building of the plan and revisions to the plan. The local area had representation at the statewide meetings where the Governor's vision for the workforce system. The planning guidance was reviewed and statewide technical assistance was provided.

Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments. Describe measures taken to include or address all comments received.

Copies of the proposed five year plan will be available in Southeastern Arizona Workforce on the organization's website: www.seazworkforce.org. Public notices were posted throughout Cochise, Graham and Greenlee Counties – see Appendix 2 for locations. Three five year plan meetings were held to discuss the 5 year plan. The meetings were held September 5, 2013, September 30, 2013 and October 7, 2013 – see Appendix 2 for the attendees of the September 30, 2013 and October 7, 2013 meetings. The Local Workforce Investment Board was invited to the meeting. Also, the County Boards of Supervisors from the three counties were invited to the meetings. The plan will be submitted to the Local Workforce Investment Board and to the Cochise, Graham and Greenlee County Boards of Supervisors (Chief Local Elected Officer) for review and approval.

We received two comments from the public during the 30 day public hearing period – see Appendix 3 for comments and the outcome of each comment.

Identify the local self-sufficiency standards approved by the Local Workforce Board for employed adults and dislocated workers as a percentage of the Lower Living Standard income Level (LLSIL). Describe how the LWIB ensures the self-sufficiency level is reflective of the current labor market information.

The Local Workforce Investment Board uses the Lower Living Standard Income Level standards issued by the Department of Labor annually for employed adults and dislocated workers. Below are the 2013 Lower Living Standard Income Level charts for Cochise, Graham and Greenlee Counties currently in use by the adult and dislocated workers Case Managers.

COCHISE COUNTY

FAMILY SIZE	HHS Poverty Guidelines	70% LLSIL* NON-METRO AREA	100% LLSIL Used to determine self-sufficiency NON-METRO AREA	SELF-SUFFICIENCY for Adults* 300% LLSIL NON-METRO AREA	SELF-SUFFICIENCY for Dislocated Workers* 300% LLSIL NON-METRO AREA
1	\$11,490	\$9,677	\$13,824	\$41,472	\$41,472
2	\$15,510	\$15,859	\$22,655	\$67,965	\$67,965
3	\$19,530	\$21,774	\$31,105	\$93,315	\$93,315
4	\$23,550	\$26,875	\$38,393	\$115,179	\$115,179
5	\$27,570	\$31,718	\$45,312	\$135,936	\$135,936
6	\$31,590	\$37,096	\$52,994	\$158,982	\$158,982
7	\$35,610	\$42,474	\$60,676	\$182,028	\$182,028
8	\$39,630	\$47,852	\$68,358	\$205,074	\$205,074
Additional Per Person > 8	\$4,020	\$5,378	\$7,682	\$23,046	\$23,046

GRAHAM COUNTY

FAMILY SIZE	HHS Poverty Guidelines	70% LLSIL* NON-METRO AREA	100% LLSIL Used to determine self-sufficiency NON-METRO AREA	SELF-SUFFICIENCY for Adults* 130% LLSIL NON-METRO AREA	SELF-SUFFICIENCY for Dislocated Workers* 150% LLSIL NON-METRO AREA
1	\$11,490	\$9,677	\$13,824	\$17,971	\$20,736
2	\$15,510	\$15,859	\$22,655	\$29,452	\$33,983
3	\$19,530	\$21,774	\$31,105	\$40,437	\$46,658
4	\$23,550	\$26,875	\$38,393	\$49,911	\$57,590
5	\$27,570	\$31,718	\$45,312	\$58,906	\$67,968
6	\$31,590	\$37,096	\$52,994	\$68,892	\$79,491
7	\$35,610	\$42,474	\$60,676	\$78,879	\$91,014
8	\$39,630	\$47,852	\$68,358	\$88,865	\$102,537
Additional Person > 8	\$4,020	\$5,378	\$7,682	\$9,987	\$11,523

GREENLEE COUNTY

FAMILY SIZE	HHS Poverty Guidelines	70% LLSIL* NON-METRO AREA	100% LLSIL Used to determine self-sufficiency NON-METRO AREA	SELF-SUFFICIENCY for Adults* 150% LLSIL NON-METRO AREA	SELF-SUFFICIENCY for Dislocated Workers* 150% LLSIL NON-METRO AREA
1	\$11,490	\$9,677	\$13,824	\$20,736	\$20,736
2	\$15,510	\$15,859	\$22,655	\$33,983	\$33,983
3	\$19,530	\$21,774	\$31,105	\$46,658	\$46,658
4	\$23,550	\$26,875	\$38,393	\$57,590	\$57,590
5	\$27,570	\$31,718	\$45,312	\$67,968	\$67,968
6	\$31,590	\$37,096	\$52,994	\$79,491	\$79,491
7	\$35,610	\$42,474	\$60,676	\$91,014	\$91,014
8	\$39,630	\$47,852	\$68,358	\$102,537	\$102,537

Additional Per Person > 8	\$4,020	\$5,378	\$7,682	\$11,523	\$11,523
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Note: Annual figures
Lower Living Standard Income Levels
Program Year 2013

July 1, 2013

D.1 Service Access Sites

Southeastern Arizona Workforce Connection delivers One Stop services in three different types of Centers in the three county areas. Here is the definition of the different type of centers:

1. **Comprehensive One-Stop Centers.** The comprehensive One-Stop Center must provide core services specified in Section 134(d)(2) of the WIA, and provide job seeker and employer access to partner services specified in Section 121(b)(1). Each comprehensive One-Stop must have on-site WIA adult and dislocated worker services, Wagner-Peyser labor exchange services, and access to unemployment insurance services via phone. WIA and Wagner-Peyser services must be present physically and available during posted work hours with access to information regarding unemployment insurance and partner services. Required partners must be available on-site or through electronic means or formalized referral processes. Other participating mandated partners must be available on-site or through electronic means or formalized referral processes. Partners are encouraged to co-locate in One-Stop Centers either full-time or on an itinerant basis.
2. **Affiliate One-Stop Centers.** An affiliate One-Stop Center must, at a minimum, include the physical presence of Workforce Investment Act adult and dislocated worker services during the posted hours. In addition, an affiliate One-Stop Center may have an additional partner services on-site through scheduled on-site presence, via technology, cross-training of staff, or referral.
3. **Satellite One-Stop Centers.** A satellite One-Stop Center must, at a minimum, provide technological access to service information and basic self-directed core services without significant staff involvement.

Provide the number and location (including address) of each of the following access sites including how the respective locations were selected:

Listed below are the locations of the Comprehensive One-Stop Center, Affiliates and Satellite/Access Points in the three county areas. Each respective location was selected based on customer convenience and budgetary constraints. The library access points were selected based on the number of libraries authorizing the local area access to the libraries.

1. Comprehensive One-Stop Center
1 site – 1843 Paseo San Luis, Sierra Vista, AZ 85635
2. Affiliate
2 sites - 515 E. 7th Street, Douglas, AZ 85607

1910 W. Thatcher Blvd., Safford, AZ 85546

3. Satellite/Access Points

18 sites – 300 N. Coronado Dr., Clifton, AZ 85533

Willcox – Elsie Hogan Library

Case Mgr. 1st & 3rd Thurs of each month @ Department of Economic Security & Library

Huachuca City Library, Huachuca City

Bisbee Satellite Office, Bisbee – Staffed Tuesday, Wednesday & Friday

Benson Public Library, Benson

Copper Queen Library, Bisbee

Douglas Public Library, Douglas

The Sierra Vista Public Library, Sierra Vista

Sunsites Community Library, Pearce

Tombstone City Library, Tombstone

Graham County Chamber of Commerce, Safford

City of Safford Library, Safford

Pima – Pima Library, Pima

Clifton/Morenci – Greenlee County Chamber of Commerce

Clifton Library, Clifton

Morenci Library, Morenci

Duncan – Duncan Visitor's Center, Duncan

Duncan Library, Duncan

How does the Local Workforce Board evaluate the needs of the community in determining that the locations and partner services meet the needs of the jobseekers and the employer community?

The Local Workforce Board evaluate the needs of the community in determining that the locations and partner services meet the needs of the jobseekers and the employer community by feedback at board meetings, staff reports, placements, continued business outreach, repeat employers at job fairs, job placements, employer posting job openings with us and community input.

Due to the large geographic area, the Southeastern Arizona Workforce Connection has made a decision to provide at least one comprehensive or affiliate or satellite access point in each of its three counties. Technology provides opportunities for partner involvement and resource connections to assist in the services offered at each access point.

How is it decided if additional services or partners are needed and how they will be incorporated into the existing access site structure?

The Local Workforce Board will decide if additional services or partners are needed via feedback from the Business Outreach Coordinators, Case Managers, staff reports and Board Members. Changes in program design or access points will be considered as feedback supports a change in strategy. The Local Workforce Board will analyze information on an annual basis during planning sessions.

Describe how the Local Workforce Area will ensure that each site complies with the state chartering and certification policies.

The Local Workforce Area will ensure that each site complies with the state chartering and certification policies by following state chartering and certification policies. The local workforce area will monitor each site for compliance with the state chartering and certification policies.

Describe emergency procedures to ensure the safety of individuals working and using the sites.

Safety of our staff, partners, and customers is of utmost importance. We have a plan in place and will train staff on its deployment. See appendices for the detailed safety plan.

Outline a marketing strategy for creating awareness of services provided and connecting with all job seekers and employers in the Local Workforce Area and steps to be taken to align with the state plan outreach strategies.

“Know Us before You Need Us.” Strategies for Serving Businesses
Local level: Cochise County

Cochise County is located in the southeast corner of the State of Arizona and has a land mass of more than 4 million acres. With the wide spread areas this rural county has developed into a unique part of the State that embraces its historic background and shows individuality in each city. One of the challenges of a rural county is meeting the needs of each business in their distinct community. “Know Us before You Need Us” is a program of eight no cost services that the Business Outreach Coordinator of Cochise County performs for each business. Before the services are provided the Business Outreach Coordinator focuses on informing the business community of the services offered. By informing the businesses first, it makes them aware of where to receive help and creates a rapport with the local businesses so they feel confident in utilizing the services in the future; hence the title: Know Us Before You Need Us.

The program consists of the following eight services:

1. Advertising

2. Job announcements
3. Hiring assistance
4. Employee development
5. Conference room
6. Rapid reemployment
7. Title V employees
8. Summer interns

Each service is executed in the following:

1. Advertising focuses on reaching a wider audience through advanced interactive marketing and constant contact. The goal of this service is to create awareness for the business's company and events. Sources used for this service are: Facebook, Twitter, both Cochise County One Stops, and e-mail.
2. Job announcements are posted throughout the county. The announcements are gathered in two ways: direct contact with the employer or through our website. The goal of this service is to post the business's job(s) in an expansive net thus filling their needs quicker while saving the business costs. Sources used for this service are: azjobconnection.gov; Cochise County Weekly Job List; smartrecruiters.com; Facebook; Twitter; both Cochise County One Stop job boards; all county libraries; Goodwill; and various organizations.
3. Hiring assistance services are conducted by the Business Outreach Coordinator. They will personally recruit, pre-screen, and/or interview applicants in accordance with the business's employment needs. The goal of this service is to fill the business's needs with qualified individuals in a timely manner. This service is generally performed at either the Sierra Vista or Douglas office.
4. Employee development is a service done at a shared cost with the employer. The goal of this service is to ensure each business maintains a current workforce. Various certifications and trainings are available with numerous schools throughout the state.
5. Conference room is available at both offices from the hours of 8:00am to 5:00pm, Monday through Friday. The goal of this service is to provide the needed space businesses may lack. Any business in need of space for meetings, interviews, trainings, and so on is eligible to reserve the space.
6. Rapid reemployment is a layoff assistance service. Classes on interviewing, resume writing, job searching, and dressing for success along with matching handouts are provided to each participant. The goal of this service is get those laid off back into the workforce as quickly as possible. This program is provided in partnership with the Department of Economic Security (DES) Employment Services.
7. Title V employees work with 501(c) (3) non-profits or government agencies to learn/update their skills. The employees are aged 55 plus and have their wages paid by the Workforce. The goal of this service is get older Americans back into the workforce

which provides an additional pool of qualified candidates for employers. This program is provided in partnership with the Senior Community Service Employment Program.

8. Summer interns are provided to businesses eager to share their industries craft with the upcoming workforce. This program is designed for youth ages 14 to 21 and all wages are paid by the Workforce. The goal of this service is to train and provide guidance to the youth as well as demonstrate the importance of internships to the businesses. This program is provided in partnership with Professional Youth Quest (PYQ).

Local Strategies for Serving Employers – Graham & Greenlee Counties

Strategic, Operational, Servant Leadership places focuses on Strategic, Operational & Servant actions to drive employer service delivery. Achieving successful employer outreach is accomplished through completion of measurable activities.

Activities are monitored to track success.

Strategic

Direction-development of a plan to drive identified job responsibility activities.

- *Developed a Business Outreach Action Plan.*

Communication-internal delivery of message through dissemination of information.

- *Conduct daily update meetings with local staff to share goals and report accomplishments.*
- *Weekly activities are reported to the WIA Operator.*
- *Participate in weekly business outreach conference call with Cochise One Stop.*
- *A quarterly activity recap is sent to the Local Workforce Investment Board.*
- *Serve on Workforce Investment Act, Title 1B operator's Business Outreach Committee with members of the Local Workforce Investment Board-meets quarterly.*
- *Conduct labor market research including reviewing weekly job postings for leads; share knowledge with staff & clients via posting of data and/or conversations.*

Training-professional development to increase knowledge to enhance staff capabilities to deliver services.

- *Appropriate training opportunities provided to:*
 - increase understanding of how to serve Workforce Investment Act, Title 1B special populations low-income/disadvantaged adults, dislocated workers, displaced homemakers, offenders, low-income/at-risk youth, mature workers*
 - develop better understanding of local top employer industries such as mining & corrections*

-examples of training attended- National Association Workforce Development Professionals Annual Conference-various workforce development topics including business outreach; Dept. of Justice Offender Employment Specialist; Dept. of Labor Rapid Response & Dislocated Worker training
-Self-directed research/training available online & development of reference resources

Operational

Marketing-what specific advertising methods are used to share the available services with community.

- Created marketing materials (flyers/brochures) for local distribution to that describe services offered.*
- Necessary promotional items secured-logo banner/tablecloth/"applications available at" metal signs to post/presentation folders/etc. to use at events.*
- Worked with local Chambers to hold grand opening/ribbon-cutting ceremonies at both locations to introduce services to community stakeholders such as partner agencies, community service organizations, government officials & influential business/education leaders.*
- Set up access points at local libraries (Safford City-Graham County Library, Pima Library, Clifton Library, Morenci Library & Duncan Library) & visitor centers (Graham Chamber, Greenlee Chamber & Duncan Visitor Center).*
- Participate in various community fairs (substance abuse conference, teen career/health fair & others).*
- Created PowerPoint to showcase services/quarterly visitation numbers to be used for community presentations, for office television display & publication to website.*
- Develop free and low-cost advertising strategies via newspaper, newsletters, radio, social media & in-person outreach visits.*
- Develop & maintain social media strategy that includes Facebook Business Page & use of Constant Contact emails.*

Outreach-what specific impact activities have been developed to increase employer use of services.

- Contact employers and referral sources on a regular basis, such as partner agencies, community service organizations, government officials & influential business/education leaders, via telephone/email/in-person outreach to employers to market service & determine staffing needs.*
- Partner with local government (county/city planning & zoning) & Southeastern Arizona Governments Organization on economic development efforts to promote services to new and existing businesses that may be planning to expand to assist with recruiting efforts.*

- *Partner with Eastern Arizona College Small Business Development Center to promote services, utilize training resources & host and/or attend Small Business DevC-sponsored seminars.*
- *Organize & host career fairs to match employers to job seekers (Graham Jan 2013 & Greenlee Feb 2013). Next event scheduled for Graham County 8/16/13; Greenlee County to be determined.*
- *Organize/host mini-job fairs, provide interviewing space and/or provide application screening services for employers.*
- *Developed/delivered employer surveys & career fair vendor surveys to collect feedback-several returned and ALL shared positive remarks about efforts to assist them!*
- *Participated in Freeport McMoRan Greenlee County Job Shadow Day for high school juniors; facilitated all high school student orientations/preparation training; also served as a workplace mentor to a student on day of event!*

Servant

Involvements-what specific community engagement activities have contributed to growth of organization service reputation.

- *Partner with Library Job Skills Instructor to promote basic computer skills/employment workshops.*
- *Participate in networking activities through Chamber participation and involvement with Freeport McMoRan Community Panel (developing & working towards addressing community priority areas) & Federal Prison Community Relations Board (stay informed about offender population & prison /correctional officer accomplishments/community efforts; assist with addressing skill development needs of offenders through mock interviews/resume review; assist correction officers interested in promotional growth by facilitating leadership presentation during their required training week).*
- *Attend Cenpatico Community Network Meetings & other relevant community action committees.*
- *Facilitate presentations on occupational research/essential job skills/job fair readiness/resume development to high school students (Clifton, Duncan & Morenci) & college students (Eastern Arizona College).*
- *Assist Workforce Investment Act Case Managers with recruiting youth program to local probation departments/schools.*

E. Administrative Structure

E.1 Leadership Structure

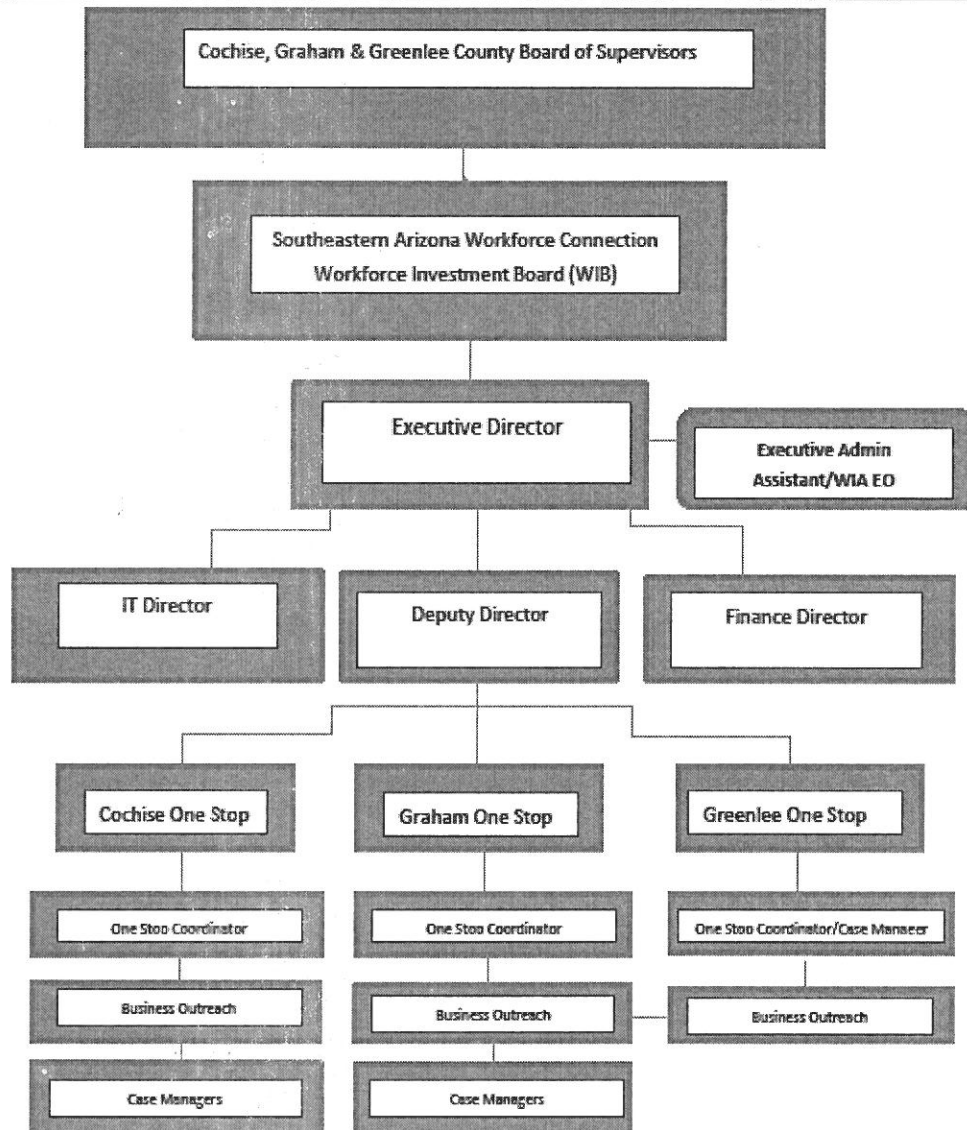
Indicate who the One Stop Operator is and describe how they were selected – competitively bid or a consortium of 3 or more partners. If a consortium – identify the partners including name, title and contact information of each partner representative.

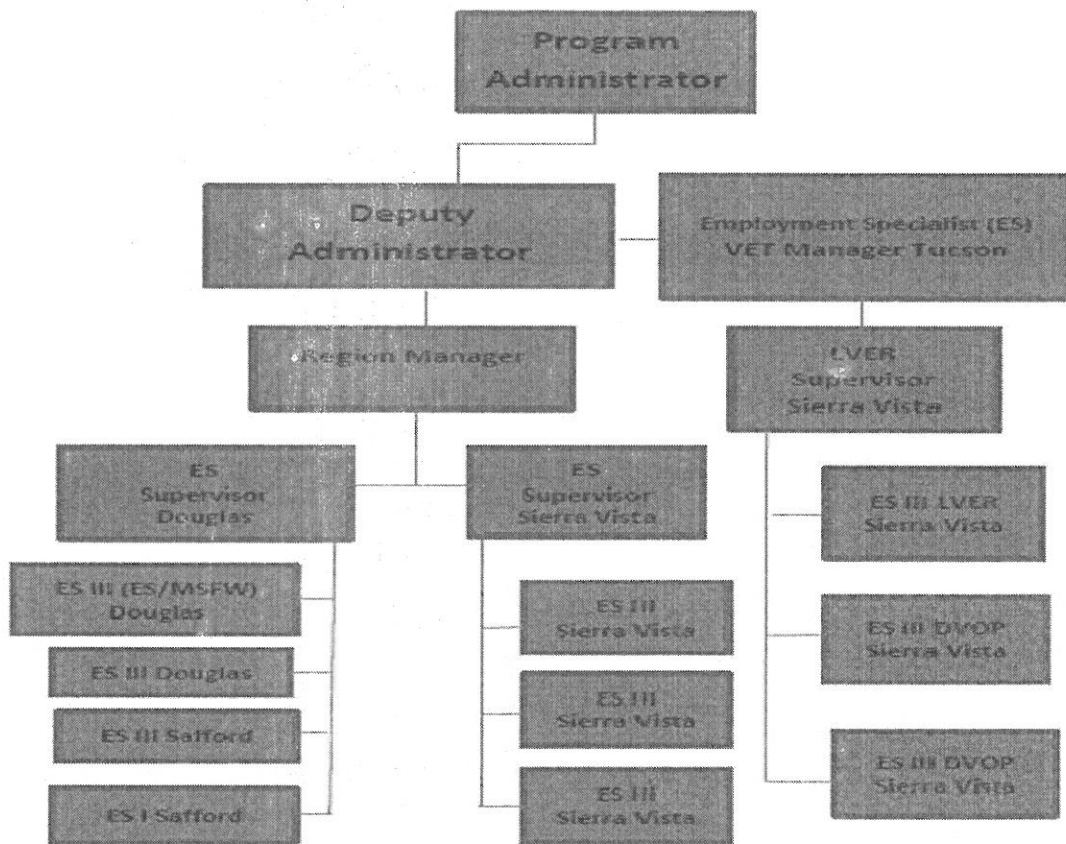
The One Stop operator consists of three partners:

1. Southeastern Arizona Workforce Connection
Vada Phelps, Executive Director
Phone: 520/439-3542
Email: Vada.Phelps@cpic-cas.org
2. DES Employment Services/Veterans Services
Peggy Feenan, Deputy Administrator,
Employment Administration
Phone: 520/628-6810 x 250
Email: PFeenan@azdes.gov
3. DES Vocational Rehabilitation

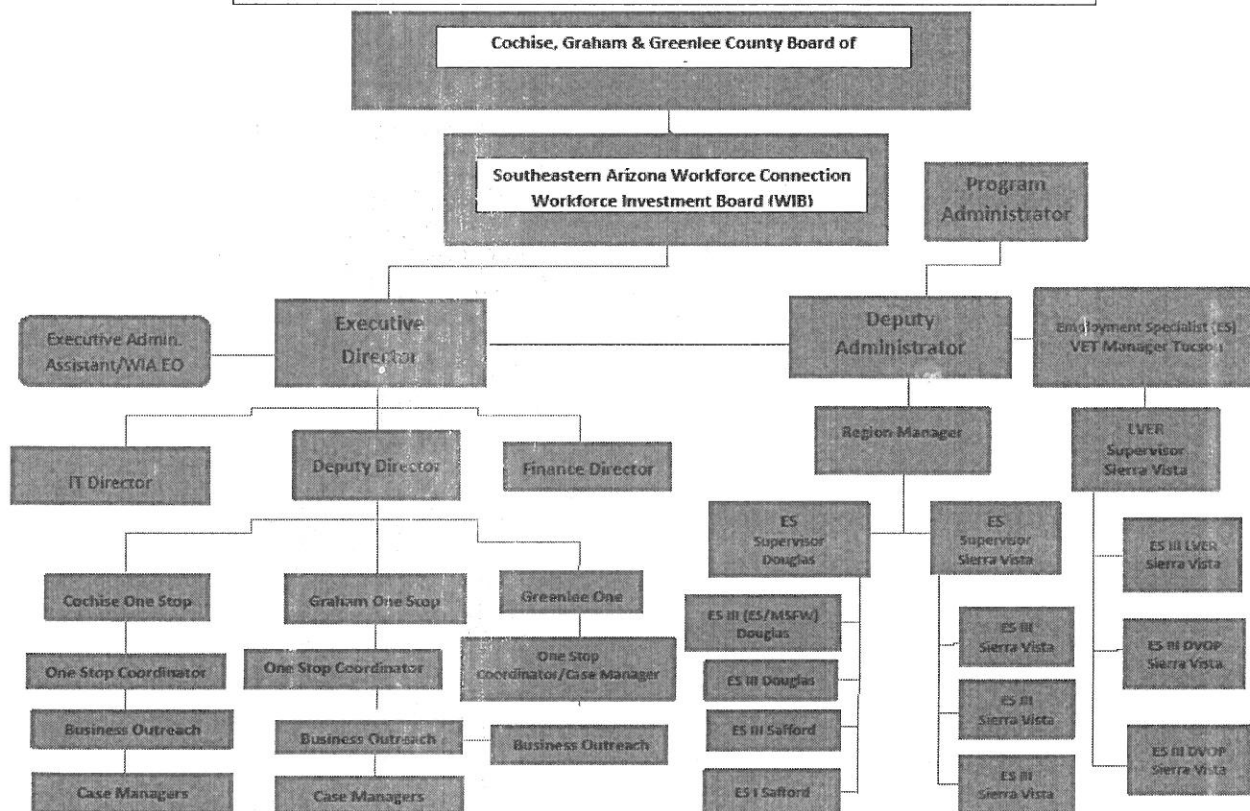
Southeastern Arizona Workforce Connection (formerly Cochise County Workforce Development) was created under the Job Training Partnership Act and grandfathered into Workforce Investment Act. The local area of Cochise County was merged with Graham and Greenlee counties under the direction of the State of Arizona Department of Economic Security Workforce Investment Act division. In April 2010 Department of Economic Security Employment Services, Veterans Services and Vocational Rehabilitation co-located in the comprehensive One-Stop Center with Southeastern Arizona Workforce Connection. The customer flow chart provided later in this plan details how the leadership intersects across these partner agencies.

Southeastern Arizona Workforce Connection – Organization Chart





Southeastern Arizona Workforce Connection – Organization Chart



Describe the Local Workforce Investment Board structure and its relationship with the Chief Elected Official(s).

The Chair of the Cochise County Board of Supervisors is the Chief Local Elected Official. All appointments to the workforce investment board are made by the board of supervisors with endorsements by the Graham and Greenlee Counties Board of Supervisors. As grant recipient, the Cochise County Board of Supervisors ratifies all contracts for the Workforce Investment Act funds and authorizes the chair to sign those contracts. The Chief Local Elected Official also reviews and approves the workforce plan. The Chief Local Elected Official provides fiscal oversight, disburses funds and signs and ratifies all contracts.

Describe the role of the Chief Elected Official in the governance and implementation of Workforce Investment Act, Title 1B in the local area.

The Chair of the Cochise County Board of Supervisors is the Chief Local Elected Official. All appointments to the workforce investment board are made by the Board of Supervisors. As grant recipient, the Cochise County Board of Supervisors ratifies all contracts for the Workforce Investment Act funds and authorizes the chair to sign those contracts. The Chief Local Elected Official also reviews and approves the workforce plan. The Chief Local Elected Official provides fiscal oversight, disburses funds and signs and ratifies all contracts.

Identify the entity responsible for the administrative functions in the delivery of Workforce Investment Act, Title 1B services.

As grant recipient, the Chair of the Cochise County Board of Supervisors contracts the administration of Workforce Investment Act, Title 1B to the Southeastern AZ Workforce Connection and the Local Workforce Investment Board. The Southeastern Arizona Workforce Connection is the administrative entity and has direct responsibility for support of the Workforce Investment Board and oversight of the Workforce Investment Act program.

Identify the fiscal agent responsible for the disbursement of grant funds, as determined by the Chief Elected Official.

The fiscal unit of the Southeastern AZ Workforce Connection is responsible for the disbursement of grant funds as designed by contractual obligations. All checks require two signatures and are signed by at least one executive board member. The Board Finance Committee meets to review all financial activities and transactions. At each Local Workforce Investment Board meeting the board members are provided the check registers and budget reports. An annual audit is conducted by an independent auditing firm and the annual audit is reviewed by the Local Workforce Investment Board.

E.2 Youth Councils

Describe the Local Workforce Area Youth Council, its membership, meeting schedules, purpose, and relationship to the Local Workforce Investment Board.

- (a) A youth council is established as a subgroup within each Local Board.
- (b) The membership of each youth council includes:
 - (1) Members of the Local Board, such as educators, which may include special education personnel, employers, and representatives of human service agencies, who have special interest or expertise in youth policy;
 - (2) Members who represent service agencies, such as juvenile justice and local law enforcement agencies;
 - (3) Members who represent local public housing authorities;
 - (4) Parents of eligible youth seeking assistance under subtitle B of title I of WIA;
 - (5) Individuals, including former participants, and members who represent organizations that experience relating to youth activities; and
 - (6) Members who represent the Job Corps, if a Job Corps Center is located in the local area represented by the council.
- (c) Youth councils may include other individuals, who the chair of the Local Board, in cooperating with the chief elected official, determines to be appropriate.
- (d) Members of the youth council who are not members of the Local Board must be voting members of the youth council and nonvoting members of the Local Board.

The Youth Council will meet a minimum of twice a year. One meeting will be held the same date and location of the annual workforce banquet.

The youth council is responsible for:

- (a) Coordinating youth activities in a local area;
 - (b) Developing portions of the local plan related to eligible youth, as determined by the chairperson of the Local Board;
 - (c) Recommending eligible youth service providers in accordance with Workforce Investment Act, Title 1B, section 123, subject to the approval of the Local Board;
 - (d) Conducting oversight with respect to eligible providers of youth activities in the local area, subject to the approval of the Local Board; and
 - (e) Carrying out other duties, as authorized by the chairperson of the Local Board, such as establishing linkages with educational agencies and other youth entities.
- Workforce Investment Act, Title 1B, Section 661.335 and 661.340.

Describe how the Local Workforce Area Youth Council will provide guidance and oversight to ensure the needs of youth are being met.

The youth council will recommend policies and procedures to assist the local workforce investment area board in the continuing evolution of comprehensive strategies to coordinate youth activities and services.

Describe the role of the Youth Council in the procurement of youth services.

The youth council's role in the procurement of youth services is to evaluate each request for proposals received based primarily on the total score from individual ranking sheets. The youth council will recommend a subcontractor to award the youth contract to the Southeastern Arizona Workforce Investment Board.

E.3 Procurement

Describe the competitive and non-competitive process used to award grants and contracts for activities under WIA Title 1B, including how potential bidders are made aware of the availability of grants and contracts. Include the process to procure training services that are made aware of the availability of grants and contracts. Include the process to procure training services that are made as exceptions to the ITA process.

- A) The process used to award grants and contracts for activities under WIA Title 1B are as follows: Items between \$1,000 & \$5,000 require minimum competitive bidding. For procurement the following is required:
 - 4. Written specification for services.
 - 5. Solicit a minimum of three verbal bids.
- B) Items \$5,000 to \$35,000 require the following:
 - 1. Written specification for services.
 - 2. Solicit a minimum of three written bids.
- C) Items above \$35,000 or above are subject to the most stringent competitive bidding practices, including sealed bids and/or proposals. In conducting a request for proposal the following requirements must be met:
 - 1. Written specification and criteria upon which the service decisions will be based.
 - 2. Advertise the Request for Proposal in the newspaper of general (local) circulation at least two (2) times prior to the bid opening date. The second ad must appear neither less than six (6) but no more than (10) days after the first ad and no less than two (2) weeks prior to the bid proposal opening date.

3. Set a specific date, time and place for the bid and/or proposal opening. Bids and/or proposals received after the proposal opening date time cannot be accepted.

Describe the criteria used for awarding grants for youth activities, including criteria used to identify effective or ineffective youth activities and providers of such activities.

Each proposal will be scored independently by youth committee members on a point scale as listed in the request for proposal document (see Appendix for details on the point scale). The proposal will be rated on the following items:

- Executive Summary – strength of overall approach
- Community Need/Opportunity Targeted
- Target Population
- Program Goals/Performance
- Program Activities/Methodology
- Evidence of Best Practice
- Program Location

Describe the procedures established for provider of youth or training services to appeal a denial of eligibility, a termination of eligibility or other action by the Local Workforce Board or One Stop Operator.

Any person wishing to appeal any decision must follow the appeal process as established by the Local Workforce Investment Board. Appeals may be made only for an alleged violation of the proposal review process, which resulted in discrimination or unfair consideration. Appeals must be submitted in writing. When an appeal is made, the Appeals Committee and Youth Council can make the following recommendations:

- (i) There was compliance with applicable procedural requirements.
- (ii) Any deviation from applicable requirements was not substantive and did not significantly affect the results. A recommendation of changes to be adopted for future Request for Proposal review process is in order.
- (iii) There was a deviation from applicable procedural requirements, which may have materially affected the outcome. The committee may recommend re-review or other appropriate remedy. The recommendation may be made to the Youth Council Proposal Review Committee and the Youth Council.

E.4 Communication

Describe how the Local Workforce Area will communicate performance results to stakeholders.

The Local Workforce Area will communicate performance results to stakeholders at the quarterly Board meetings and at Cochise, Graham and Greenlee counties Board of Supervisors meetings on an annual basis. The performance results are measured by the Red and Green performance report issued on a monthly basis by the State of Arizona Workforce Investment Act, Title 1B Section and the Arizona Balanced Scorecard.

Describe how the Local Workforce Area will communicate financial information and service information to stakeholders.

The Local Workforce Area will communicate financial information and service information to stakeholders at the quarterly Board meetings and at Cochise, Graham and Greenlee counties Board of Supervisors meetings on an annual basis.

Describe the communication protocol and how the Local Workforce Board, local elected officials, partners and all staff are informed on a regular basis regarding activities, performance outcomes, and budgets with at least one joint meeting held annually between the Chief Elected Officials and the local board.

Annually, the Executive Director of the local area meets with the Board of Supervisors in Cochise, Graham and Greenlee counties. An annual report is issue with performance results, financial information and service information. Quarterly Board meetings are held throughout the three counties area to inform partners on performance outcomes and budgets. Staff communication of performance outcomes and budgets are communicated via email, staff meetings, annual meetings, etc.

Describe in detail how the local board will resolve conflicts that may arise (but not limited to) between the following:

If conflicts do arise between Board Members, Service delivery partners and/or Consortium partners (but not limited to) the Southeastern Arizona Workforce Connection Executive Director will be the first contact in the resolution process. If unable to resolve the conflicts the local board will resolve the conflicts as follows:

Board Members: The local board will resolve conflicts that may arise between board members by sending the board members to the O.K. Corral with derringers. The Last Board Member

standing wins. Seriously, if a conflict arises between board members and the board members cannot resolve issue amongst the board members the conflict will go before the Local Workforce Board Executive Committee for resolution. If not resolve the conflict will be brought before the full Local Workforce Board for resolution.

Service delivery partners: The local board will resolve conflicts that may arise between service delivery partners by communicating with the delivery partners and all coming to a resolution that is best for all partners involved.

Consortium partners: The local board will resolve conflicts that may arise between consortium partners by communicating with the delivery partners and all coming to a resolution that is best for all partners involved.

F. Equal Opportunity and Affirmative Action

Describe how each access site identified in D.1 will ensure compliance with the State's Methods of Administration (i.e., Equal Opportunity and Americans with Disabilities Act requirements).

Our system to assure compliance with all applicable federal state laws and regulation requires that all contracts and Equal Employment Opportunity compliance including those regarding debarment, tax liabilities or delinquent obligations, the Federal Lobbying Act, Minority and Women Business, discrimination or harassment received or issued by the One Stop are processed through the Executive Director's office. The Local Area Equal Opportunity officer will be assigned the complaint to investigate. The process will be:

- 1) Complaint is made in writing and within thirty days of the alleged occurrence.
- 2) The Local Area Equal Opportunity officer will begin an investigation into the complaint by interviewing all parties involved.
- 3) The Local Area Equal Opportunity officer will make a ruling on the complaint with assistance from the Executive Director.
- 4) If party making complaint does not agree with they will have an opportunity to appeal to the state of Arizona and/or federal Equal Employment Opportunity officers.

Provide contact information and identification of the Local, State and Federal EO Officers available in all facilities used to conduct WIA Title 1 funded activities or trainings.

Local Office	State of AZ	Civil Rights Center
Mary Tieman	Lynn A. Nedella	Naomi M Barry-Perez, Director
Local Area EO Officer	State WIA EO Officer	Civil Rights Center (CRC)
AZ Workforce Connect.	Employment Admin.	U.S. Department of Labor
900 Carmelita Drive	Dept. of Economic Security	200 Constitution Ave, NW
Sierra Vista, AZ 85635	1789 W Jefferson	Room N-4123
Phone: 520/439-3541	Site Code 920Z	Washington, D.C. 20210
Fax: 520/417-9910	Phoenix, AZ 85007	Phone: 202/693-6502
mtieman@cpic-cas.org	Phone: 602/542-3957	Fax: 202/693-6505
TTY/TTD: 520/452-7667	Fax: 602/542-2491	TTY: 202/693-6516
	TTY/TDD: 7-1-1	
	Email:	
	WIAStateEOOfficer@azdes.gov	

G. Evaluation and Market Analysis

Describe the criteria to be used by the Local Board, under 20 CFR 663.600, to determine whether funds allocated to a local area for adult employment and training activities under Workforce Investment Act, Title 1B, sections 133(b)(2)9A) or (3) are limited and the process by which any priority will be applied by the One Stop operator.

Due to limited funding for adult and/or dislocated worker programs Southeastern Arizona Workforce Connection has established the following limitation of intensive services and training services, the following priorities shall be in effect:

- Public assistance recipients whose needs are not met or not fully met by JOBS or Welfare to Work
- Other Low-Income Individuals
- Veterans/Eligible Veterans' Spouses

Additional factors are reviewed and prioritized for the above applicants as well as for applicants when there is no funding shortfall:

- Employment goal is on the Workforce Investment Board's target list
- High School Dropout
- Less than 9th grade functional levels
- Limited English Proficient
- Disability
- Rural
- Legal Barriers
- Non-welfare single parent
- Aging out of workforce or occupation
- Unemployed more than 13 weeks
- Processed through multiple layoffs

What changes are anticipated in the regional economy and local workforce that will have workforce development implications?

Cochise County's economy is largely dependent on Ft. Huachuca and the government sector. Sierra Vista has a significant cluster of high technology companies performing contract services for the Department of Defense. In the last eighteen months due to the two wars the United States is currently involved in drawing down there have been layoffs in the contract services for the Department of Defense and sequestration took place during the current fiscal year. We believe the layoffs will continue in the near future. However, we have noticed in Sierra Vista additional retail and restaurant sites have opened. The communities of Douglas, Bisbee, Benson and

Willcox are still struggling due to the economic collapse in 2009. The unemployment rate in Cochise County is currently 8.8%.

Graham County's economy is dependent on the mining industry and the state and federal prison systems located in the area. The unemployment rate in Graham County is currently 8.7%

Greenlee County economy is dependent on the mining industry. The Freeport-McMoran mine is currently in an expanding mode. The unemployment rate in Greenlee County is 8.0%.

What industries are growing? Declining?

As of Third quarter 2012 (1/1/12 to 9/30/12) @www.azstats.gov/employment-unemployment.aspx

O*net Code	Industry Name	# of Jobs
COCHISE COUNTY GROWING INDUSTRIES		
4521	Department stores	212
6211	Offices of physicians	76
4431	Electronics and appliance stores	55
6216	Home health care services	43
4442	Lawn and garden equipment and supplies stores	29
4249	Misc. nondurable goods merchant wholesalers	23
COCHISE COUNTY DECLINING INDUSTRIES		
5415	Computer systems design and related services	-607
5612	Facilities support services	-416
5171	Wired telecommunications carriers	-208
7223	Special food services	-179
5413	Architectural and engineering services	-138
5613	Employment services	-129
5419	Other professional and technical services	-93
5511	Management of companies and enterprises	-83
7213	Rooming and boarding houses	-78
2361	Residential building construction	-74
1153	Support activities for forestry	-17
GRAHAM COUNTY GROWING INDUSTRIES		
2361	Residential building construction	73
2382	Building equipment contractors	37
7211	Traveler accommodation	37
8111	Automotive repair and maintenance	33
4431	Electronics and appliance stores	27

GRAHAM COUNTY DECLINING INDUSTRIES

7139	Other amusement and recreation industries	-28
6241	Individual and family services	-26
4532	Office supplies, stationery, and gift stores	-22
5311	Lessors of real estate	-19
6111	Elementary and secondary schools	-18
4442	Lawn and garden equipment and supplies stores	-6
9200	Government	-5

GREENLEE COUNTY GROWING INDUSTRIES

1011 Mining

GREENLEE COUNTY DECLINING INDUSTRIES

6111	Elementary and secondary schools	-1
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Identify existing and/to emerging industry sectors in which the local area will focus its workforce efforts. Identify those that are statewide chosen sectors as outlined in the State Plan.

Aerospace & defense*

Mining*

Transportation & logistics

Energy

Healthcare*

Tourism

Border security*

Agriculture*

*Local Workforce board Focused Sectors

Using the most current Labor Market Information provide the percent of jobs that exist in each sector in the local area and the number that are projected to exist in the next ten years.

Employment Forecast chart is on the next page.

Balance of State* Employment Forecast

(In Thousands)

	<u>Historical</u>	<u>Forecast</u>
	2010	2020
Total Nonfarm Employment	339.0	383.8
<i>Numerical Change</i>		44.8
<i>Percent Change</i>		13.2%
Manufacturing	13.8	15.7
<i>Numerical Change</i>		2.0
<i>Percent Change</i>		14.2%
Natural Resources & Mining	6.1	7.2
<i>Numerical Change</i>		1.1
<i>Percent Change</i>		18.1%
Construction	14.1	18.6
<i>Numerical Change</i>		4.6
<i>Percent Change</i>		32.4%
Trade, Transportation, & Utilities	65.3	76.3
<i>Numerical Change</i>		11.0
<i>Percent Change</i>		16.8%
Information	4.7	4.7
<i>Numerical Change</i>		0.0
<i>Percent Change</i>		0.4%
Financial Activities	8.8	9.2
<i>Numerical Change</i>		0.4
<i>Percent Change</i>		4.4%
Professional & Business Services	23.4	28.2
<i>Numerical Change</i>		4.8
<i>Percent Change</i>		20.7%
Educational & Health Services	47.4	57.3
<i>Numerical Change</i>		9.9
<i>Percent Change</i>		21.0%
Leisure & Hospitality	42.4	49.0
<i>Numerical Change</i>		6.6
<i>Percent Change</i>		15.5%
Other Services	9.9	10.3
<i>Numerical Change</i>		0.3
<i>Percent Change</i>		3.4%
Government	103.3	107.3
<i>Numerical Change</i>		4.1
<i>Percent Change</i>		3.9%

Note - All figures are annual averages rounded to the nearest tenth for percentage change or the nearest hundred for employment. Numerical change and percent change are based on the difference from the forecast year annual average employment and the base year annual average employment.

*Balance of state includes all areas in Arizona outside of the Phoenix and Tucson Metro areas (MSAs)

Identify the level of educational attainment needed for the sectors selected and the recognized credentials that can be expected to be attained.

Border Security – Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree. Previous work-related skill, knowledge, or experience is required for these occupations. Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.

Mining Labor – Some of these occupations may require a high school diploma or GED Certificate. Employees in these occupations need anywhere from a few months to one year of working with experienced employees. A recognized apprenticeship program may be associated with these occupations.

Healthcare – Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree or bachelor's degree. Some of the recognized credentials may be obtained are: Certified Nursing Assistant, Pharmacy Technician, Certified Medical Assistant, Licensed Practical Nurse and Registered Nurse.

Aerospace and Defense – Most of these occupations require a four-year bachelor's degree, but some do not.

Agriculture Business – These occupations may require a high school diploma and /or previous work-related skill, knowledge, or experience is usually needed.

Identify the resources available for training in the workforce development area, including primary and secondary education systems, colleges, adult workforce centers, private training providers, local one stop centers, etc.

Cochise, Graham and Greenlee County residents can access training programs through the following training providers:

Cochise College
University of Arizona
University of Arizona Sierra Vista
University of Arizona Sierra Vista Continuing Education
Embry Riddle Aeronautical University
Pima Community College
Horizon Health Care Institute
Eastern Arizona College
Arizona State University
Northern Arizona University
Wayland Baptist University
American Career Training
Fred Acosta Job Corp

G.1 Waivers

Describe how state approved waivers will be used by the Local Workforce Areas delivery of services including methods of evaluation of effectiveness of the waivers.

Adult-Dislocated Worker Funds Transfer – The local workforce area will evaluate the needs of the adult and dislocated worker funds. If the area finds training needs are greater in the adult population we will request a transfer between adult and dislocated worker funding. This waiver provides our area the ability to meet employer needs and client demands, particularly to support training obligations for the adult population therefore improving service delivery and performance outcomes.

Competitive Procurement for Youth Program Elements – The local One Stop Career Centers and partner agencies directly provides youth program elements in Graham and Greenlee counties. We are maximizing quality-training opportunities for workforce system customers. In Cochise County our youth program is currently outsourced via competitive procurement.

Customized Training – Employer Contribution - The local area markets the availability of customized training – employer contribution to our employers with the cost to businesses based on the number of employees.

Initial Eligibility, Program Performance and Cost Waiver for Eligible Training Providers - Our local area's eligible training provider approver will work with providers to ensure an understanding of how to gather and report performance outcomes based on established policies and procedures, prior to reviewing subsequent programs for renewal. Thereafter, we will monitor provider's progress in implementing processes and procedures for ongoing accountability, and consistency related to reported performance outcomes.

Use of Rapid Response Funds for Incumbent Worker Training for Layoff Aversion – The local area will utilize up to 20% of the Rapid Response funds for incumbent worker training as part of layoff aversion only. This will assist incumbent workers in the development of new or modify existing skills in order for the incumbent workers to retain their current job.

Sanctions for Consortium of Local Areas (Re-Employment Pre-layoff Assistance Center) – not applicable to Southeastern Arizona Workforce Connection.

Local Performance Measures for Consortium of Local Area REPAC (Re-Employment Pre-Employment Assistance Center) - not applicable to Southeastern Arizona Workforce Connection.

H. Integrated Service Delivery

Describe how subject matter experts for each funding source will be identified.

Subject matter experts for each funding source will be identified by a competitive hiring process and coordinated by the local supervisors and site manager. Core competencies as decided by the local area will be identified. All staff will be provided training as needed. Staff will be trained on the subject matter not available in the One-Stop Center so the staff may give customers referrals to the correct agency.

Describe how training and capacity building will enhance service delivery.

Staff may be required to complete the core competencies training including mandated courses (listed below) with annual refresher related to policies and customer service and programmatic training before meeting with customers to provide exemplary customer service. The One-Stop Operator/Participating Partners will ensure staff has access to the skill and knowledge to be successful.

The courses listed below are required courses for Employment Services field staff and supervisor staff. The courses may be required for Workforce Investment Act, Title 1B staff for additional cross training opportunities.

Listed Below is the required mandatory training for field staff:

DES INITIAL SECURITY TRAINING
HIPAA LEVEL 1
ES BASIC TRAINING
AJC Module 1
AJC Module 2
STATE EMPLOYEE DRIVING TRAINING
DES MANDATORY WORKPLACE VIOLENCE
VETERANS PRIORITY OF SERVICE
FAIR LABOR STANDARDS ACT (FLSA)
SENTENCE STRUCTURE PART 1
SENTENCE STRUCTURE PART 2
INTRODUCTION TO MAP
MAP FOR EMPLOYEE'S
ADA 504 COMPLIANCE OVERVIEW
ADA 504 COMPLIANCE EXAM
STANDARDS OF CONDUCT

LEP OVERVIEW COURSE STUDY
LEP OVERVIEW COURSE EXAM
ELECTRONIC RECORDS RETENTION
ELECTRONIC RECORDS RETENTION EXAM
UI-GUIDE TRAINING COURSE
UI-GUIDE TRAINING EXAM

Listed below is the required mandatory training for Supervisors:

DES INITIAL SECURITY TRAINING
HIPAA LEVEL 1
ES BASIC TRAINING
AJC Module 1
AJC Module 2
STATE EMPLOYEE DRIVING TRAINING
DES MANDATORY WORKPLACE VIOLENCE
VETERANS PRIORITY OF SERVICE
FAIR LABOR STANDARDS ACT (FLSA)
SENTENCE STRUCTURE PART 1
SENTENCE STRUCTURE PART 2
INTRODUCTION TO MAP
MAP FOR EMPLOYEE'S
MAP FOR SUPERVISORS
MAP FOR SUPERVISORS 2
MAP PER CONVERSATION
MAP FOR SUPERVISORS 3
LEADING A MAP APPRASAL MEETING
JOB ORDER WRITING
ADA 504 COMPLIANCE OVERVIEW
ADA 504 COMPLIANCE EXAM
STANDARDS OF CONDUCT
LEP OVERVIEW COURSE STUDY
LEP OVERVIEW COURSE EXAM
ELECTRONIC RECORDS RETENTION
ELECTRONIC RECORDS RETENTION EXAM
UI-GUIDE TRAINING COURSE
UI-GUIDE TRAINING EXAM
WORK PLACE VIOLENCE
DIVERSITY and CULTURAL COMPETENCY

PREVENTING INAPPROPRIATE BEHAVIOR 7 WORKPLACE
TIME SHEET ENTRY
REA TRAINING
DRUG & ALCOHOL TESTING POLICY
DRUG & ALCOHOL TESTING EXAM
ELECTRONIC RECORDS RETENTION IDENTIFY & ORGANIZE
ELECTRONICS RECRODS RETENTION USING MS OUTLOOK
LIMITED ENGLISH PROFICIENCY OVERVIEW
LIMITED ENGLISH PROFICIENCY OVERVIEW COURSE
EXAM
AIRSNET

Describe how the Site Manager will be determined for each comprehensive center and the roles and responsibilities of the Site Manager.

Partners met and determined the Site Manager for the comprehensive center. The roles and responsibilities of the Site Manager will be the oversight for the day to day operations of the comprehensive one-stop center, affiliates and satellites/access points to include:

- Holiday scheduling/office closure
- Compliance with emergency procedures
- On-site customer complaints
- Unusual incidents
- Coordinate staff meetings
- Coordinate staff trainings
- Assure fingerprinting of staff completed
- Update local policies and procedures
- Share local area performance standards and outcomes
- Coordinate facility management
- Coordinate office recruiting, job fairs and hiring events
- Coordinate office activities on calendars

Provide information on staff job titles and roles and responsibilities.

Staffing Plan for each center along with functional alignment roles and responsibilities and protocols:

NOTE: See appendix for staff responsibilities.

Sierra Vista

Site Manager

Welcome Function:

Receptionist – 1 position

Employment Specialist III – 1 position

Skill and Career Development Function:

One Stop Coordinator – 1 position

Assistant One Stop Coordinators – 2 positions

Employment Specialist III – 2 positions

Employment Specialist III – Disabled Veteran Outreach -2 positions

Employment Specialist III – Local Veterans Outreach Representative – 1 position

Business Services Function:

Business Outreach Coordinator – 1 position

Employment Services IV Supervisor – 1 position

Employment Specialist III Local Veteran Outreach Representative – Supervisor -1 position

Training:

Case Manager – 2 positions

Youth Director – 1 position

Vocational Rehabilitation:

Vocational Counselor – 1 position

Rehabilitation Services Staffing Technician – 1 position

Douglas

Welcome Function:

One Stop Coordinator – 1 position

Assistant One Stop Coordinator – 1 position

Employment Specialist III – 1 position

Skill and Career Development function:

One Stop Coordinator – 1 position

Assistant One Stop Coordinator – 1 position

Employment Specialist III – 1 position

Employment Specialist III (Employment Services/Migrant Seasonal Farmworkers) – 1 position

Business Services Function:

Business Outreach Coordinator – 1 position
Employment Services IV Supervisor – 1 position
Employment Specialist III Local Veteran Outreach Representative – Supervisor -1 position

Training Function:

Case Manager – 1 position
Youth Case Manager – 1 position

Safford:

Welcome Function:

One Stop Coordinator – 1 position
Assistant One Stop Coordinator – 1 position
Employment Specialist III – 1 position

Skill and Career Development Function:

One Stop Coordinator – 1 position
Assistant One Stop Coordinator – 1 position
Employment Specialist III – 1 position

Business Services Function:

Business Outreach Coordinator – 1 position
Employment Services IV Supervisor – 1 position
Employment Specialist III Local Veteran Outreach Representative – Supervisor -1 position

Training Function:

Case Manager – 1 position

Clifton:

One Stop Coordinator/Case Manager – 1 position
Business Outreach Coordinator – .50 positions

Describe the local approach to ensuring cross-training exists as needed for functionally aligned services including staff development and capacity building to ensure staff working with customers have the skills and knowledge needed to provide exemplary customer services.

Cross training will be accomplished by collaboration of staff and services where it is most practical and supports the needs of the customers. Staff may be required to complete the core competencies training including mandated courses with annual refresher related to policies and customer service and programmatic training. The One Stop Operator/Participating Partners will ensure staff has access to the skill and knowledge to be successful.

Pride on the Spot (POS) award program will be utilized to recognize internal and external staff, partner staff, community programs and employers. The categories are: Team Work, Customer Service, Innovation, Morale Building, Quest for Quality, Community Involvement, Integrated Services and Other. Anyone can initiate a POS.

P ositive R eognition I nspires D ynamic E xcellence	 Arizona Workforce Connection PRIDE ON THE SPOT AWARD ☐ Employee ☐ Volunteer ☐ Contractor ☐ Community Partners
To: _____	
Division/Administration/Program: _____ Address/Office: _____	
For demonstrating/promoting:	
☐ Team Work ☐ Customer Service ☐ Innovation ☐ Morale Building ☐ Quest for Quality ☐ Community Involvement ☐ Integrated Services ☐ Other	
Comments: 	
From: _____ Site Code: _____ Date: _____	

Sierra Vista:

- Employment Service and Workforce Investment Act Title IB Staff located in the Center will rotate on a weekly basis
- Greet customers at entry point

- Check Arizona Job Connection for full workforce system registration
- Conduct an initial assessment to determine the appropriate first service needed
- Route job seeker to appropriate program staff (Rehabilitation Services Administration, Veterans, Core Services, Training Services) or to the resource room
- Checklist of community resources (i.e.: utilities, food, etc.) will be utilized for customers in need

Skill and Career Development Function

Staff will:

- Assist job seekers in resource room who need core services with staff assistance
- Conduct one-on-one REA EUC orientations by scheduled appointment
- Conduct one-on-one RES orientations by scheduled appointment
- Meet one-on-one to provide core services for job seekers who need significant staff involvement
- Make appropriate referrals to partner programs for training and or support services
- Job match and make appropriate referrals to employers in Arizona Job Connection

Disabled Veterans Outreach Program Specialist will:

- Meet with all veterans coming into the office to conduct a one-on-one assessment
- Make appropriate referrals to support programs / services
- Assist job seekers in resource room

Local Veterans Employment Representative will:

- Provide Job Development services for all job-ready veterans

Training Function

Staff will:

- Conduct intake and assessment interviews with clients
- Formulates and updates case plan and service strategy objectives
- Enroll clients in computer system: Arizona Job Connection
- Manage individual portion of agency goals and objectives

Business Service Function:

The Workforce Investment Area Business Outreach Coordinator, Employment Services Supervisor and LVER will participate on this team to promote and market program services to employers.

- Assist with developing, writing and entering job orders in Arizona Job Connection
- Conduct outreach to employers
- Organize in-office recruitments, job fairs and or other hiring events
- Coordinate and facilitate employment related workshops
- Attend community meetings as appropriated

- Job Fairs
- Utilize marketing toolkit
- Business Services team meet on a weekly basis

Douglas:

Welcome Function/Skill and Career Development Function:

Staff will:

- Assist job seekers in resource room
- Conduct one-on-one Re-employment Eligibility Assessment Emergency Unemployment Compensation orientations by scheduled appointment
- Conduct one-on-one Re-employment Services orientations by scheduled appointment
- Meet one-on-one to provide core services with job seekers
- Make appropriate referrals to partner programs for training and or support services
- Job match and make appropriate referrals to employers in Arizona Job Connection
- Checklist of community resources (i.e.: utilities, food, etc.) will be utilized for customers in need

Training Function

Staff will:

- Conduct intake and assessment interviews with clients
- Formulates and updates case plan and service strategy objectives
- Enroll clients in computer system: Arizona Job Connection
- Manage individual portion of agency goals and objectives

Business Service Function:

The Workforce Investment Area Business Outreach Coordinator, Employment Services Supervisor and Local Veterans Employment Representative will participate on this team to promote and market program services to employers.

- Assist with developing, writing and entering job orders in Arizona Job Connection
- Conduct outreach to employers
- Organize in-office recruitments, job fairs and or other hiring events
- Coordinate and facilitate employment related workshops
- Attend community meetings as appropriated
- Job Fairs
- Utilize marketing toolkit
- Business Services team meet on a weekly basis

Safford:**Welcome Function/Skill and Career Development Function:**

Staff will:

- Assist job seekers in resource room
- Conduct one-on-one Re-employment Eligibility Assessment Emergency Unemployment Compensation orientations by scheduled appointment
- Conduct one-on-one Re-employment Services orientations by scheduled appointment
- Meet one-on-one to provide core services with job seekers
- Make appropriate referrals to partner programs for training and or support services
- Job match and make appropriate referrals to employers in AJC
- Checklist of community resources (i.e.: utilities, food, etc.) will be utilized for customers in need

Training Function

Staff will:

- Conduct intake and assessment interviews with clients
- Formulates and updates case plan and service strategy objectives
- Enroll clients in computer system: Arizona Job Connection
- Manage individual portion of agency goals and objectives

Business Service Function:

The Workforce Investment Area Business Outreach Coordinator, Employment Services Supervisor (Douglas) and Local Veterans Employment Representative (Sierra Vista) will participate on this team to promote and market program services to employers.

- Assist with developing, writing and entering job orders in Arizona Job Connection
- Conduct outreach to employers
- Organize in-office recruitments, job fairs and or other hiring events
- Coordinate and facilitate employment related workshops
- Attend community meetings as appropriated
- Job Fairs
- Utilize marketing toolkit
- Business Services team meet on a weekly basis
-

Clifton:**Welcome Function/Skill and Career Development Function:**

Staff will:

- Assist job seekers in resource room

- Conduct one-on-one Re-employment Eligibility Assessment Emergency Unemployment Compensation orientations by scheduled appointment
- Conduct one-on-one Re-employment Services orientations by scheduled appointment
- Meet one-on-one to provide core services with job seekers
- Make appropriate referrals to partner programs for training and or support services
- Job match and make appropriate referrals to employers in AJC
- Checklist of community resources (i.e.: utilities, food, etc.) will be utilized for customers in need

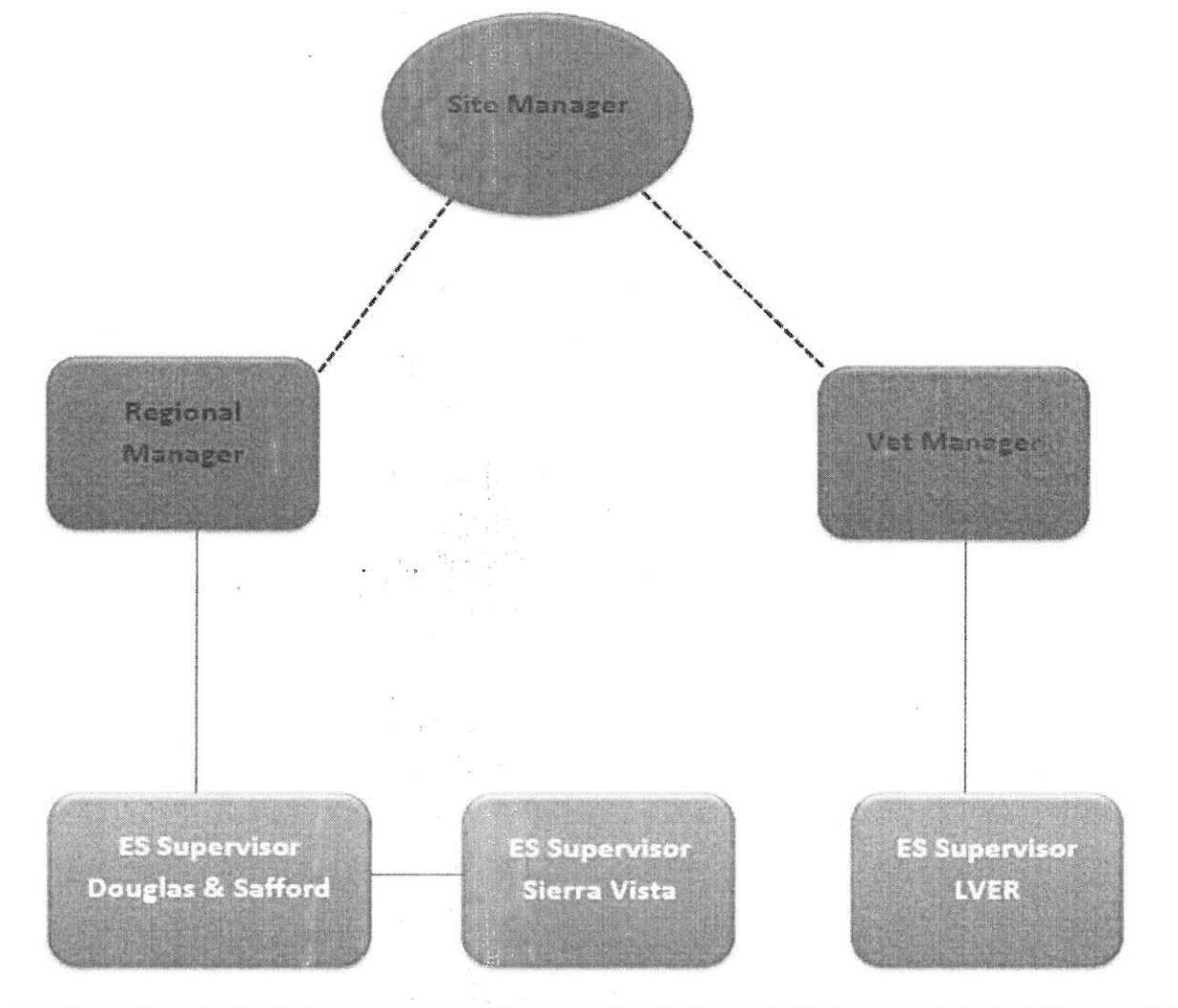
Training Function

Staff will:

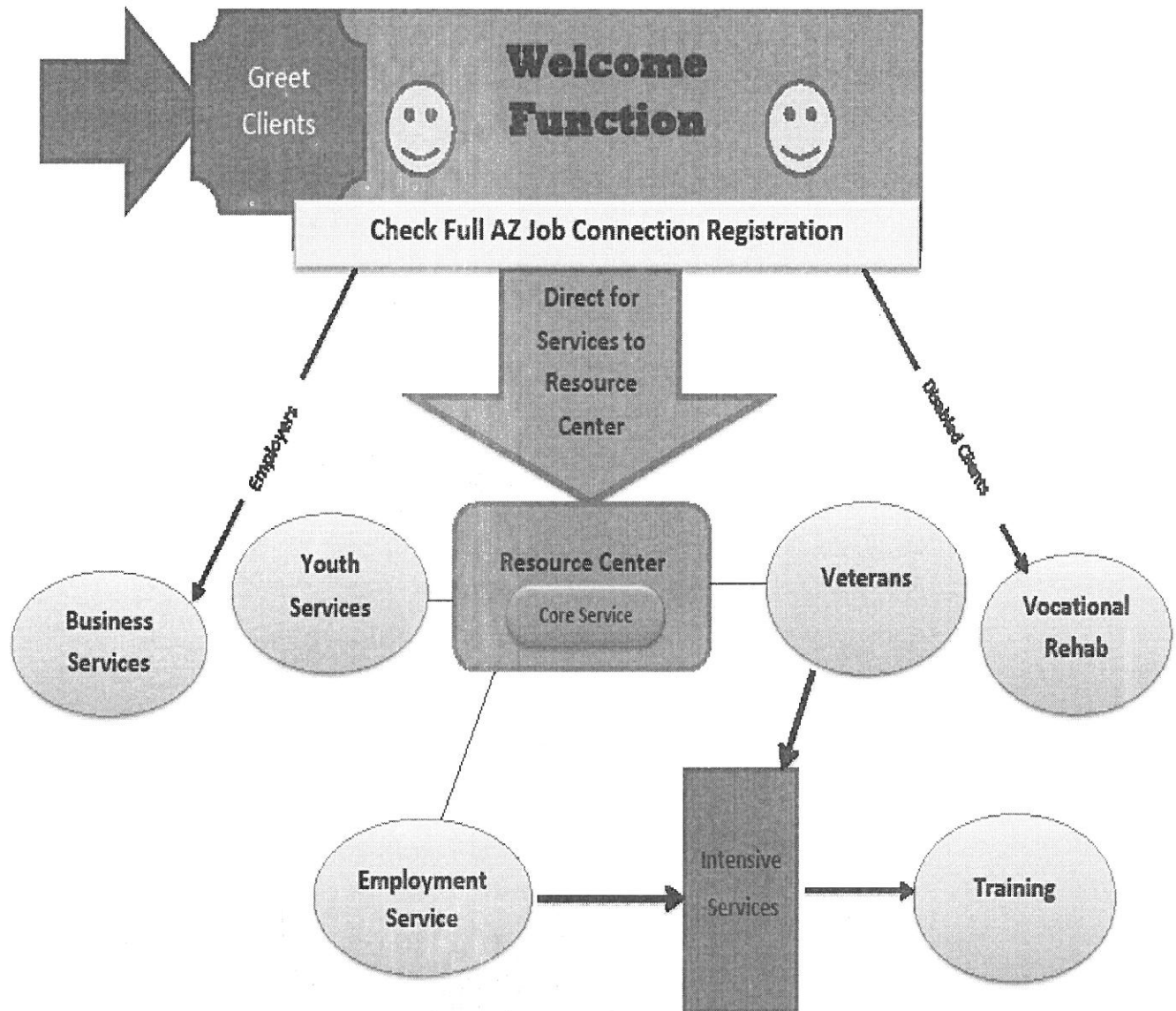
- Conduct intake and assessment interviews with clients
- Formulates and updates case plan and service strategy objectives
- Enroll clients in computer system: Arizona Job Connection
- Manage individual portion of agency goals and objectives

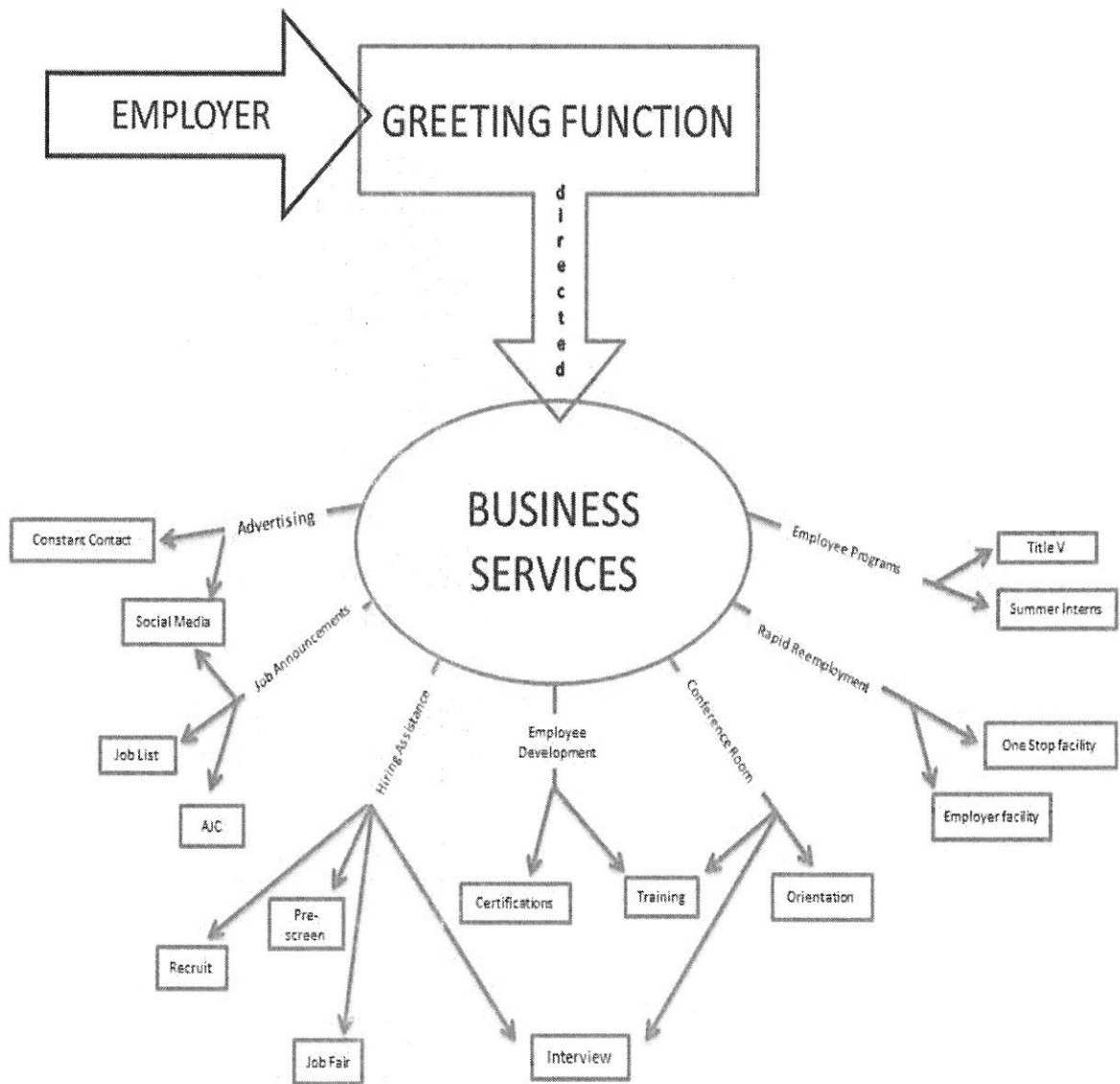
Describe supervision of each center. Local Workforce Area one stop operators will be required to present a plan of how each will address formal and functional supervision that does not violate any merit staff requirements, but provides a customer-focused service delivery methodology.

Current supervisors will maintain established responsibilities per job description. Site Manager will ensure day-to-day office coverage/ scheduling is coordinated amongst all programs. Below is a chart of the plan of the supervision of each center:



Provide a customer flow chart for job seekers and employers for each comprehensive center.





Described how the required teams (Welcome, Skills and Career Development, and Business Services) will be configured within each comprehensive center.

The membership of the Welcome function will consist of the receptionist and/or designee plus a workforce and/or employment services employee.

The membership of the Career Development function will be employees working in the resource room, employment services, veterans' representatives and case managers.

The membership of the Business Services function will be the workforce Business Outreach Coordinator, the Employment Services supervisor and the Veterans Local Veteran Outreach Representative Supervisor.

Provide a plan on how the Local Workforce Area will move toward a single point of contact for a business customer and provide a tiered approach to recruitment, screening, assessment and referral that meets the needs and expectations of its business customers.

Local Business Service Function will be co-managed by a State Wagner-Peyser staff persons and local Workforce Investment Act, Title 1B staff person. The Local Business Service Function will have weekly planning meetings. Through the Local Business Service Function's single point of contact approach, business customers will be able to work with one representative as their primary resource to facilitate securing from other State agencies the subject matter expertise that an employer needs. This will help lead employers through the maze of available resources. Local Business Service Teams will also help employers recruit from targeted groups that are trained but underutilized:

- Persons with disabilities;
- Newly Released;
- Federal Bonding Program candidates;
- Mature workers;
- Veterans; and
- Youth.

Arizona's commitment to helping business customers includes specific services, such as:

- Job postings;
- Recruitment services;
- Rapid Employment Initiative;
- Layoff aversion assistance;
- Training programs;
- Tax credit programs;
- Employment laws awareness;
- Unemployment Insurance; and
- Research and information.

If applicable, describe how the Local Workforce Area will use the Rubrics process to assess and teach the soft skills employers are looking for when hiring quality talent.

Describe how job seekers, youth, and employers will be provided an orientation to the workforce system and the local access points.

Job seekers utilizing the resource room will be provided an orientation to the workforce system by the skills and development team working in the resource room. A television in the resource room will be used to market workforce programs. For potential training participants a video orientation is shown at a weekly workshop to inform them of the training process, enrollment (if eligible) and the commitment involved once enrolled in training.

A youth referred from educational institutions, community organizations or youth case managers will receive an orientation to the workforce system by a member of the welcome function and/or skills and development function.

Employers are provided an orientation to the workforce system via our Business Outreach Coordinators networking with employers.

Job seekers, youth and employers are provided an orientation to the local access points by the libraries or community organizations employees and/or volunteers.

Describe each level of service, core/intensive/training, and the specific steps describing the activities and services available under each, who will qualify for each and how screening will occur to ensure suitability and eligibility for each. Break out services by adult, dislocated worker and youth.

All individuals who are eligible to work in the United States may be served through Core Services. All employers may use core services.

The Arizona Job Connection, a web-based system, allows anyone to access job openings. Persons physically accessing a local One-Stop may use any and or all of the following resources: the information library, fax, phone, computers, copier, and may request assistance with preparing a resume.

The following Core Services are available to anyone seeking employment:

Labor market information	Job Placement assistance
Resume writing assistance	Work readiness workshops
Orientation to One-Stop services	Initial needs assessment (Triage)
TABE (Test of Adult Basic Education)	Computerized Assessment
Referrals to mandated & contracted agencies	Introduction to computer classes
Employer Network	Access to Computers, fax, copier
Resource areas with experienced staff to assist employment seekers	

All individuals can access “core” services through the one-stop centers which include:

- a. Determination of whether individuals are eligible to receive assistance.
- b. Outreach, intake and orientation to the information
- c. Initial assessment of skill levels, aptitudes, abilities and supportive services needs.
- d. Job search and placement assistance
- e. Provision of employment assistance information, including the provision of accurate information leading to local, regional and national labor market areas.
- f. Provision of performance information and program cost information on eligible providers of training services, eligible providers of youth activities, providers of adult education activities, providers of postsecondary vocational education activities and providers of vocational rehabilitation program activities.
- g. Provision of information regarding how the local areas are performing on local performance measures,
- h. Provision of accurate information relating to the availability of supportive services including child care and transportation.
- i. Provision of information regarding filing claims for unemployment compensation.
- j. Assistance in establishing eligibility for programs of financial aid for training and education that are not funded under the Act.
- k. Follow-up services for not less than 12 months, for participants who are placed in unsubsidized employment.

Intensive services are provided to adults and dislocated workers who are not able to obtain employment or who remain underemployed after utilizing core services. An individual must have received at least one core service such as an initial assessment that determines that individual’s need for these services. Individuals may be employed but need these services in order to obtain or retain employment that allows for self-sufficiency.

Intensive services may include:

- Comprehensive and specialized assessment of skill Levels
- Individual employment plans
- Individual and group counseling
- Case management
- Pre-employment skills training
- Work Experience
- Basic Education services

Training Services – Occupational skills training programs funded through individual training accounts must be accessible through the comprehensive One-Stop Centers. Other training services may include:

On-the-Job Training

Programs that Combine Workplace Training with Related Instructions (Including Cooperative Education Programs)

Skill Upgrading and Retraining

Job Readiness Training

Adult Education and Literacy Activities when Integrated with Other Training Services
Customized Training
Registered Apprenticeship Programs

Include a comprehensive menu of partner services available as described in the One-stop Certification Process Policy.

- A. Job Seeker Services.** The affiliate One-Stop Center must offer core and intensive services as defined under WIA. At a minimum the following services will be on the menu of possibilities for job seekers who meet eligibility and suitability criteria set by the Workforce Arizona Council. The One-Stop Operator must provide a specific list of services available at each One-Stop Center.
1. ***Triage and Initial Assessment*** to identify whether the individual is in crisis, has basic needs, or is ready to work and/or get on a path toward a career.
 2. ***Core Services Without Significant Staff Involvement***—At least three (3) of the following services must be offered at the affiliate One-Stop Center:
 - a. Resource Room
 - b. Job Match
 - c. Job Search
 - d. Labor Market Information
 - e. Standardized Skills Assessment (e.g., Work Keys, Prove It)
 - f. Jobseeker Workshops
 - g. Self-Directed/Computer-Based
 - h. Group Workshops
 - i. Follow-up Contact After Job Placement
 3. ***Core Services With Significant Staff Involvement:*** At least three (3) of the following services must be offered at the affiliate One-Stop Center:
 - a. Resource Room
 - b. Job Match
 - c. Job Search
 - d. Staff Administered and Interpreted Standardized Skills Assessments (e.g., CASAS)
 - e. Job Referral When Combined with Staff Help in Decision Making Process
 - f. Scheduling Appointments with Appropriate Community Based Organizations
 4. ***Intensive Services:*** At least three (3) of the following services must be offered at the Affiliate One-Stop Center:
 - a. Individual Employment Plan
 - b. Case Management
 - c. Structured Job Search
 - d. Staff-Administered Skills Development Strategies (e.g. Key Train)
 - e. Career Planning
 - f. Industry Sector Research
 - g. Research on Training Options
 - h. Pre-Employment Workshops
 - i. Group Counseling
 - j. Short-Term Pre-Vocational Services such as Adult Basic Education, English as a Second Language, Basic Computer Literacy, Interviewing Skills, Soft Skills

H.2 Business Services

Describe the role and responsibilities of the Business Service Representatives in the Local Workforce Area. Include active local business partnerships and how collaborations between the local workforce area and employment service staff will be synthesized to coordinate business and employer services.

The Workforce Investment Area Business Outreach Coordinator, Employment Services Supervisor and Local Veterans Representative Supervisor will participate on this team to promote and market program services to employers.

- Assist with developing, writing and entering job orders in Arizona Job Connection
- Conduct outreach to employers
- Organize in-office recruitments, job fairs and or other hiring events
- Coordinate and facilitate employment related workshops
- Attend community meetings as appropriated
- Job Fairs
- Utilize marketing toolkit
- Business Services team meet on a weekly basis

Describe how the local workforce area will coordinate efforts of the multiple programs included in the plan to meet the needs of the business customers of the One Stop system in an integrated fashion, such as hiring plans, training needs, skill development, or other identified needs. The local business plan would also describe how the local workforce area will use program funds to expand the participation of business in the local/regional workforce investment system.

The Business Services team will meet on a weekly basis to customize employer needs. The Local Workforce Board has a Speakers Bureau whereby they give presentations on workforce presentations on workforce services in the three county areas. The Business Services team will do staff presentations at Chamber of Commerce meetings and other organizational meetings, etc. Business Services team will utilize the marketing toolkit to market one-stop services. Business Services team will coordinate meetings with local staff to inform them of the employers' needs. Also, the staff will coordinate meetings with the Business Services team to inform the team members of job seeker employment needs so the Business Services team will be able to contact the employers which may have open positions.

Describe how the local workforce area will utilize on the job training to engage businesses in WIA training and hiring of participants.

The local workforce area will utilize on the job training to engage businesses in WIA training and hiring of participants to meet the needs of the businesses and the needs of the job seekers. An Arizona Workforce Connection representative will approach employers throughout the three county areas to attempt to place a specific participant in a specific occupation and to seek additional job orders for various other positions that the employer could fill with Workforce Investment Act participants.

H.3 Training Services (Adult and Dislocated Workers)

Describe local individual training account policy, including the current threshold for each ITA. Include procedures to ensure the exceptions to the use of Individual Training Accounts, if any, are justified.

Southeastern Arizona Workforce Connections has very flexible policies and are only limited by our allocation. Looking at the needs of the client and various funding sources has allowed us to provide just about any Individual Training Accounts required by our clients. The Local Workforce Investment Board intends to adhere to the law with regard to exceptions set forth. Exceptions may include on-the-job training, customized individual training where there is insufficient number of eligible training providers, or when a special participant population facing multiple barriers to employment has been identified. Such exceptions to training will be linked to occupations in demand. These exceptions will be based on an individual case-by-case assessment and may include inter-agency staffing with appropriate One-Stop partners and community human service agencies.

The Local Workforce Investment Board for Southeastern Arizona Workforce Connection has developed an application and release a Request for Bids. This Request for Bids is widely publicized and mailed to numerous training institutions/entities in the local area. Entities interested in being considered for eligibility as a training provider are requested to submit curriculum information and performance data on each training program under consideration.

Each training provider will be requested to re-establish eligibility annually. Names of selected training providers will be forwarded to the Designated State Agency for the provision of certification service resulting in contracts for placement on the State-approved list.

Cochise, Graham and Greenlee counties are rural areas and it is anticipated that contracts rather than Individual Training Accounts may be used when deemed appropriate. These exceptions will be based on an individual case-by-case assessment and inter-agency staffing when appropriate.

The exceptions to the Individual Training Account system for training services recognized in the Cochise, Graham and Greenlee counties Workforce Investment Area are those noted exceptions in the Workforce Investment Act:

- On-the-Job training
- Customized training and/or

- A training service program of demonstrated effectiveness offered by a community based organization or private organization to serve special participant populations facing multiple barriers to employment.

These Training services may be provided through a contract for service process. The established contracting process will ensure that these exceptions are justified by requiring approval of the Local Workforce Investment Board of Cochise, Graham and Greenlee Counties

Upon receipt of funding allocations, the Local Workforce Investment Board will establish a dollar and time limit policy, based on individual need, determined through objective assessment, and available funding. Individual Training Account amounts will be established during the annual budget process. Individual Training Accounts will be available for tuition, books, and training related supplies and materials (i.e. uniforms, tools, etc. if required for all students). The Individual Training Account limit for this planning period will be \$3000.

Describe the process for determining an approved level of Individual Training Accounts costs and the levels established by the local workforce board;

Based on individual assessment and funds available, an Individual Training Account may be awarded to eligible adults and/or dislocated workers. The maximum Individual Training Account award will be a maximum of \$3,000 unless otherwise approved by the Deputy Director and/or Executive Director.

Describe measure to leverage resources to provide increased access to training opportunities.

During client interviews for enrollment in training case managers are required to verify the client has applied for other funding sources including Pell grants, scholarships, Temporary Assistance for Needy Families programs or any other programs. This verification needs to be completed to avoid any duplication of effort and to leverage resources.

Describe how the local workforce area will ensure that training providers consider the availability of other sources of grants to pay for trainings costs such as welfare-to-work, state-funded training funds and federal Pell grants, so that WIA funds supplement other sources of training grants.

Workforce Investment Act, Title 1B clients requesting training are required to apply for other sources of grants to pay for training costs. WIA clients are also required to obtain a copy of the approved or disapproved other sources of grants for their files. Workforce Investment Act, Title 1B clients are required to inform the One Stop staff and the case managers if they are co-enrolled in any other type of training program or receiving training funds.

Describe the process for determining how training is approved or denied for each eligible participant.

Through our One-Stop Career Center, clients will be evaluated to determine whether or not they need training. A training proposal is available for those interested in training. A client must complete a proposal and return it to the One Stop staff with the information requested. The One Stop staff will refer clients to the case managers. The One Stop staff or any other staff member covering the One Stop Career Center should recommend to clients to apply for Pell Grants when looking for education or training opportunities. Education and training must be directly linked to occupations that are currently in demand in or local area. The case managers will interview and assess the client deciding if they are eligible for our program, the training is in a high demand occupation and they are committed to our program requirements. If the case manager finds the client is eligible for our program they will send a staffing form for approval to the deputy director. Based on a number of factors the deputy director will approve or disapprove the clients request for training.

Describe the grievance policy established for participants denied requested training.

Complaints about Workforce Investment Act, Title 1B programs and activities will be accepted from an individual provided that:

- 1) The complaint is made in writing and
- 2) The complaint is made within thirty days of the alleged occurrence.

All participants have a right to file a grievance for denial of training services as follows:

- 1) If the individual wants to appeal the decision of denial of training services the individual in writing may appeal the decision to the Case Manager.
- 2) If the individual wants to appeal the Case Manager's decision of denial of training services the individual in writing may appeal the decision to the Program Manager (Deputy Director).
- 3) If the individual wants to appeal the Program Manager's (Deputy Director) decision of denial of training services the individual in writing may appeal the decision to the Executive Director. All decisions made by the Executive Director are final.

Upon receipt of a complaint Arizona Workforce Connection the participant will receive within 30 days of filing the written notice of the decision by the appropriate individual.

H.4 Training Services (Eligible Training Providers)

Describe how the local workforce board will accept applications for initial eligibility from certain postsecondary institutions and entities providing apprenticeship training;

The initial eligibility documents from certain postsecondary institutions and entities providing apprenticeship training will be completed and filed through the AJC system (Arizona Job Connection). The local ETPL approver will pull documents from AJC system to review and make the decision with input from the workforce will move forward or not move forward to the local workforce board for approval and/or disapproval.

Describe how the local workforce board will carry out procedures prescribed by the State to assist in determining the initial eligibility of other providers and programs;

The local workforce board will follow the procedures prescribed by the State to assist in determining the initial eligibility of other providers and programs. We will gather all required documentation per the State procedures needed for approval. Then once the provider and programs has been approved by the State Administrative Agency the local workforce board will approve the provider and programs.

Describe how the local workforce board will carry out procedures prescribed by the state to assist in determining the subsequent eligibility of all providers and programs;

The local workforce board follows the state of Arizona's procedures with the local board approving local training providers and programs subsequent eligibility as outlined in the state policy.

Describe how the local workforce board will Compile a local list of eligible providers, collect the performance and cost information and any other required information relating to providers;

The local workforce board will compile a local list of eligible providers utilizing the Arizona Job Connection system. A listing of providers for Cochise, Graham and Greenlee counties will be printed out. Each provider will contacted via mail, email or phone to provide the local workforce board with their performance and cost information and any other required information relating to providers.

Describe how the local workforce board will consult with the designated State Administrative Agency in cases where termination of an eligible provider is contemplated because inaccurate information has been provided;

The Local area Eligibility Training Provider List approver will communicate with the designated State Administrative Agency in cases where termination of an eligible provider is contemplated because inaccurate information has been provided.

I. Service Delivery to Target Populations

I.1 Service Delivery to Target Populations

Describe how the Local Workforce Investment Area will coordinate with workforce system partners to ensure job seekers receive a broad range of services for the following target populations:

We provide a full range of options for customers. Customers are greeted and assessed upon entry into the One-Stop Center. At any point in discussion with staff Customer may self-identify their service needs. We share the customer referrals with other partner programs and they may do a complete assessment of the client needs. We do not discriminate.

Information for all partner services is available in the Comprehensive One-Stop locations through publication, audio and visual materials. Access to staff assisted services from each of the partners is facilitated by appropriate information sharing activities.

Unemployment insurance claimants; assist claimants with accessing unemployment website, fully registering in Arizona Job Connection system, resume assistance and job search assistance.

Long term unemployed; assist claimants with accessing unemployment website, fully registering in Arizona Job Connection system, resume assistance and job search assistance

Under employed; assist with training to improve job skills if eligible for Workforce Investment Act, Title 1B program.

Dislocated workers (including trade-impacted dislocated workers and displaced homemakers);

Assist claimants with accessing unemployment website, fully registering in Arizona Job Connection system, resume assistance and job search assistance. Also, assist with job training if not returning to same career field if eligible for workforce investment act, title 1B program.

Low income individuals (including recipient of public assistance);

Migrant and seasonal farmworkers; services, assessments, employment plans, training and job placement

Veterans; services, assessments, employment plans, training and job placement

Individuals with limited English proficiency; referral to English Language classes, services, assessments, employment plans, etc.

Homeless individuals including veterans; services, assessments, employment plans, training and job placement

Newly released offenders; services, assessments, employment plans, training and job placement

Older workers; services, assessments, employment plans, training and job placement

Individuals training for nontraditional employment; and Individuals with multiple challenges to employment services, assessments, employment plans, training and job placement

Describe strategies and partnerships that will focus on serving individuals with disabilities.

Individuals with disabilities will complete an assessment in the One-Stop Center which may show the need for additional services. If additional services are needed a referral may be made to Vocational Rehabilitation at that time. Vocational Rehabilitation is co-located with us in the One-Stop Center to provide immediate services. The individual with disabilities will be given a general information and referral form to complete as the first step in assessing a vocational rehabilitation client. (See Appendix for general information and referral form).

1.2 Dislocated workers

Describe how the local workforce area coordinates the delivery of services to eligible dislocated workers.

The local workforce area will follow the Workforce Investment Act, Title 1B Guidance letter #02-08 to coordinate the delivery of services to eligible dislocated workers. See Appendix _____. Workforce Investment Act, Title 1B Case Managers will work with Employment Services and Veteran staff to deliver services to eligible dislocated workers. Eligible Dislocated Workers may be identified through a rapid response event which may take place when a company has a layoff of employees or a plant closure.

1.3 Rapid Response

Identify the local rapid response coordinators who are responsible for connecting dislocated workers to Workforce Investment Act Title 1-B resources.

WIA Rapid Response Coordinator, Case Manager or designee and/or Employment Service Supervisor or designee.

Identify how the local rapid response coordinators work with additional stakeholders through integrated partnerships to form rapid response teams.

In the event of a rapid response, the Southeastern Arizona Workforce Connection will notify the Chief Elected Officials and initiate ARRIS. This notification will include an invitation to participate in the coordination and delivery of rapid response activities. The State Dislocated Worker Unit coordinates all Rapid Response activities with the local Rapid Response Teams. Each local area has a Rapid Response team comprised of local area dislocated worker staff, DES Employment Service staff and other appropriate workforce partners. This team makes contact with employers and employees within 48 hours of the required Worker Adjustment and Retraining Notification Act (WARN) communication. This Rapid Response team represents a quick and positive response from local areas and state government, providing information and/or services on employment and training opportunities. Rapid Response services are provided to assist employers, employees, and communities that are facing a plant closure, mass layoff, or a substantial layoff due to business curtailment or foreign competition.

Rapid Response services may be conducted when there is notice of an impending plant closure, mass layoff, or substantial layoff.

Identify the local area's rapid response team and their roles and functions.

Services are delivered through a Rapid Response Team, which will be represented by staff from Employment Service, the Southeastern Arizona Workforce Connection, and other appropriate workforce development partners. The Dislocated Worker Program is the lead agency and makes initial contact with the employers to initiate the process. An affected company is contacted within 48 hours of receipt of notification of a layoff or plant closure.

Through linkages developed between the Dislocated Worker Program, Employment Service, Southeastern Arizona Workforce Connection and other local workforce development agencies, a network is established that will identify companies in need of services. The Dislocated Worker staff will respond to employers confirmed as in need of assistance and provide them with informational services, define the employers role and obligation prior to the provision of services, identify services required and numbers to be served.

Dislocated Worker staff will meet with local network agencies to inform them of the scope of layoff or closure and discuss the services to be provided. Staff will identify agencies that will participate in the pre-layoff activity/ identify their role, and establish an agenda, identify the date(s) for the activity and confirm with the affected employer.

When there is a large layoff and funds are limited, a grant for additional funds may be warranted. Dislocated Worker staff provides the appropriate information to the State Dislocated Worker Unit, and a grant application is completed and forwarded to the Department of Labor.

Identify your local rapid response policies, including the minimum threshold number of affected workers that Local Workforce Investment Board has approved for rapid response services to be provided to a company experiencing a layoff, reduction in force or closure.

The local area follows the state's rapid response policies. The minimum threshold is one of affected workers that Local Workforce Investment Board has approved for rapid response services to be provided to a company experiencing a layoff, reduction in force or closure.

Describe services to be provided to those affected by a mass layoff including planned strategies for incumbent worker training focusing on layoff aversion.

Rapid response is aimed at providing services as quickly as possible to dislocated workers by cooperating and combining efforts involving the affected companies, employees and service providers. Rapid response teams may be composed of linking Dislocated Worker staff, such as Employment Service, Southeastern Arizona Workforce Connection and other appropriate workforce development staff. Other service providing agencies may be represented as appropriate. Functions of the rapid response team may include:

- *Program information/ referral:* This will be an integral part of rapid response services. Staff representing appropriate Dislocated Worker linking agencies will be available to offer information to dislocated workers and affected employers regarding services and make appropriate referrals. On-site eligibility will be available to those seeking assistance.
- *Early intervention:* Rapid Response services may be initiated as early as six months before the actual layoff or plant closure. The Dislocated Worker staff representing the linking agencies will drive coordination of services. On-site services will be available to maximize accessibility and convenience.
- *Facilitate the provision of adjustment and retraining services:* A wide array of services will be available to dislocated workers and affected companies to facilitate provision of adjustment and retraining. Workshops that address practical job search issue such as resume' writing and interviewing techniques will be offered. Other workshops may address stress management, financial planning and comprehensive career planning. Retraining services will be available to eligible customers to upgrade or develop new skills in demand occupations that will facilitate successful re-entry into the labor force.
- *Employer Assistance:* The Rapid Response Team will assist employers in complying with federal dislocated worker regulations. Problems of low morale, absenteeism and reduced productivity, which may accompany significant change, can be mitigated through the wide array of available Rapid Response services. When there is a large layoff and funds are limited, a grant for additional funds may be warranted. In this event, Dislocated Worker staff will provide the appropriate information to the State Dislocated Worker Unit, and a grant application will be completed and forwarded to the Department of Labor.

1.4 Apprenticeship Program

Describe how the local workforce area will coordinate efforts with the State Apprenticeship Program.

The Business Outreach Coordinator will work with interested employers in developing training packages that complement the Arizona Job Training Program, including OJT opportunities.

Describe current and planned use of WIA Title 1B funds for apprenticeship training.

Traditionally, Workforce Investment Act, Title 1B funds have been used to support participants who enter a variety of apprenticeships. Support often consists of tuition and books for the classroom portion of the apprenticeship for the first year or second year, as well as tools and/or work clothing.

1.5 Trade Adjustment Assistance

Describe how Trade Adjustment Assistance services will be delivered. Local Workforce Investment Areas must describe how they will ensure enrollment of Trade Adjustment Assistance participants into the Workforce Investment Act Title 1B Dislocated Worker Program.

The Trade Adjustment Assistance program was created to provide benefits and support to workers who become unemployed due to the impact of international trade. The Trade Adjustment Act program seeks to provide U.S. workers who are adversely affected by trade with the opportunity to obtain the skills, resources, and support they need to become reemployed. Effective October 21, 2011, President Obama signed the Trade Adjustment Assistance Act of 2011, which made some changes to the 2009 Trade Adjustment Act program amendments. The Trade Adjustment Act program works closely with Workforce Development partners to provide these services and achieve the goal of returning workers to suitable employment as quickly as possible.

The Trade Adjustment Act program is a federal program that is operated through each State. Applicants are approved for the program using a two-step process: 1) applying to the United States Department of Labor for certification for program eligibility for a group of workers at a specific company and 2) applying within a worker's State for individual benefits and services based on a DOL certification.

Program Benefits and Services

Training

Allowable types of training include: classroom training, on the-job training, customized training designed to meet the needs of a specific employer or group of employers, apprenticeship

programs, post-secondary education, prerequisite education or coursework and remedial education, which may include General Educational Development preparation, literacy training, basic math, or English as a Second Language. The cost of training is paid to the training provider by the State with Trade Adjustment Act Program funds.

Training may be approved on a full-time or part-time basis, although full-time training is required in order to meet income support eligibility requirements. Workers covered by a certification may enroll in a Trade Adjustment Act-approved training program when they are still working but have been threatened with a lay-off.

To receive training paid for under this program, the following six criteria must be met:

1. No suitable employment is available.
2. The worker would benefit from appropriate training.
3. A reasonable expectation of employment exists.
4. Training is reasonably available.
5. Worker is qualified to undertake and complete such training.
6. Training is available at a reasonable cost.

Income Support

A Trade Readjustment Allowance is available to continue to provide income support while an individual is participating in Trade Adjustment Act Approved Training and attending training full-time. The amount of each weekly Trade Readjustment Allowance payment is based on the weekly unemployment insurance benefit amount the person has already received. A Trade Adjustment Act participant must have been entitled to receive UI benefits before they may receive Trade Readjustment Allowance and must have exhausted their UI entitlement.

Health Coverage Tax Credit

An individual who is eligible to receive Trade Readjustment Allowance under the Trade Adjustment Act program may also be eligible to receive tax credits for 72.5% of the monthly health insurance premium they pay. Qualifying insurance coverage includes Consolidated Omnibus Budget Reconciliation Act (COBRA), state Consolidated Omnibus Budget Reconciliation Act (COBRA), continuing individual coverage or other state-qualified plans.

Reemployment Trade Adjustment Assistance (RTAA)

These benefits are available if a Trade Adjustment Act participant is age 50 or older and obtains a new job which does not pay more than \$50,000.00 annually and is paying less than the job the participant was laid-off from. Participation in Reemployment Trade Adjustment Assistance allows a person to receive a wage supplement.

Reemployment Trade Adjustment Assistance payments may total 50% of the difference between the old and new wages, with a maximum of \$10,000.00 paid over a period of up to two years. An individual who is receiving Reemployment Trade Adjustment Assistance, is also entitled to

receive employment and case management services and the Health Coverage Tax Credit, and may be eligible to enroll in Trade Adjustment Act-approved training. Workers may qualify for Reemployment Trade Adjustment Assistance while employed full-time, or when working part-time, employed at least 20 hours a week, and participating in a Trade Adjustment Act-approved training program.

Employment and Case Management Services

These services are available at a local Employment Service Office or One Stop Career Center to help an individual evaluate training and career options that are available. Specific case management services may include: assessment of skill levels; development of individual employment plans; information on available training; information on how to apply for financial aid; short-term prevocational services; individual career counseling; information on employment statistics; and information relating to the availability of supportive services.

Employment Service has dedicated Trade Adjustment Act Counselors that provide services as needed. Per Employment Services Policy all eligible Trade Adjustment Act applicants must be referred to Workforce Investment Act, Title 1B for co-enrollment. Workforce Investment Act, Title 1B Guidance Letter #02-08 dated November 13, 2008, address co-enrollment of all Trade Adjustment Act participants.

Job Search Allowances

This monetary benefit is available to cover expenses incurred while seeking employment outside a person's normal commuting area, if employment in a suitable job, where they are likely to remain employed and earn family-sustaining wages is not available in their area. Job search allowances reimburse 90% % of the costs of allowable travel and subsistence, up to a maximum of \$1,250.00.

Relocation Allowances

This monetary benefit is available to reimburse a Trade Adjustment Act participant for approved expenses when they must move to a new area to earn family-sustaining wages in employment outside of their normal commuting area. Relocation allowances may include 90% of the reasonable and necessary expenses involved in moving the Trade Adjustment Act participant, their family, and household goods to a new area following re-employment. In addition, they may receive a lump sum payment equal to three times their average weekly wage, up to a maximum payment of \$1,250.00.

1.6 Reemployment Services

Describe how reemployment services will be coordinated within the operations of the One-Stop Centers.

The American Recovery and Reinvestment Act of 2009 provided additional workforce funding to increase employment and training services. Arizona Employment Service implemented the Reemployment Services) Program. Reemployment services are provided to Unemployment Insurance claimants to maximize resources and enhance the workers' opportunities to return to the workforce. Claimants are selected each week to meet one-on-one with an Employment Services staff member to assess their employability status. All claimants are provided core services to include full registration in Arizona Job Connection, the State Workforce System and referrals to program partners and community providers as appropriate.

Arizona is participating in the Unemployment Insurance Reemployment and Eligibility Assessment Initiative. The program is designed to get Unemployment Insurance claimants into the One-Stop Career Centers for the purpose of: 1) reviewing their eligibility for unemployment compensation; and 2) developing a reemployment plan that connects them to One-Stop Career Center services.

There are five components included in the Reemployment and Eligibility Assessment model:

1. The claimant must receive a Unemployment Insurance eligibility assessment;
2. The claimant must physically report to the One-Stop Career Center;
3. The claimant must receive labor market information;
4. The claimant must receive assistance in developing a reemployment plan that includes work search activities; and
5. There must be feedback from the One-Stop back to the Unemployment Insurance system regarding the claimant's receipt of services, which are a condition of eligibility.

Claimants that are selected for Reemployment Eligibility Assessment services are in the ninth (9th) week of benefits and are identified as likely to exhaust Unemployment Insurance benefits. They are notified to report to the local One-Stop facility for a one-on-one in-person assessment. Claimants are required to provide their work search log and a copy of their resume for review and discussion. During the one-on-one assessment potential barriers are identified through the use of the Layoff-to-Employment Action Planner (LEAP) and appropriate referrals to support services are made and included in their reemployment plan.

1.7 Migrant Seasonal Farmworker Outreach Program (if applicable)

Where provided, describe how Migrant Seasonal Outreach Program services will be delivered and coordinated within the operations of the One Stop Centers.

The Migrant Seasonal Farmworkers Program was established by a US District Court Judge, Charles R. Richey, August, 1975, mandating specific actions be taken to correct inequities that were going on in early 1970 against Migrant Seasonal Farmworkers. Among the charges were discriminatory and unequal treatment and services by State employment security agencies and

Department Of Labor officials were not effectively enforcing the law and Department Of Labor regulations.

By issuing this court order, Civil Action No. 2010-72, it was established that all State Employment Service agencies and all local offices, regardless of (agricultural) activity level, to provide Migrant Seasonal Farmworkers the full range of employment services, benefits and protections.

The dedicated Migrant Seasonal Farmworkers staff person in Douglas will provide outreach services to any Agricultural Employer in the area on an as-needed basis.

1.8 Senior Community Service Employment Program (SCSEP)

Describe how the local workforce system will ensure integration of the Senior Community Service Employment Program into the local workforce area business plan.

Title V employees work with 501(c) (3) non-profits or government agencies to learn/update their skills. The employees are aged 55 plus and have their wages paid by the Workforce. The goal of this service is get older Americans back into the workforce which provides an additional pool of qualified candidates for employers. This program is provided in partnership with the Senior Community Service Employment Program.

The job developer for the SCSEP program for Cochise, Graham and Greenlee counties is located in the Sierra Vista One Stop Center. Southeastern Arizona Workforce Connection utilizes the "older worker" in the Senior Community Service Employment program in the Sierra Vista and Clifton One Stop Centers.

1.9 Youth Services

Describe the strategies to be used to incorporate the required youth program elements within the design framework.

Elements included are:

- Tutoring, study skills training, instruction leading to secondary school completion, including dropout prevention;
- Alternative secondary school services;
- Summer employment opportunities linked to academic and occupational learning;
- Paid and unpaid work experiences;
- Occupational skill training;
- Leadership development opportunities;
- Comprehensive guidance and counseling;
- Adult mentoring;

- Supportive Services; and
- Follow-up services.

Intake, assessment, service planning, participant tracking, and accountability are centralized or standardized across agencies. Partner agencies form a network offering multiple points of entry and a choice of service-delivery locations. Although agencies focus on particular populations within the Counties, all youth receive consistent services and access all appropriate service options. Tutoring is available through local secondary school districts as well as assistance through the tutoring program at the local community colleges. Partnering with local entities is helpful in drop-out prevention. All youth enrolled in Workforce Investment Act, Title 1B services under the 6th locally determined barrier “Poor Work History” are eligible to complete a summer work place internship through collaboration with local employers and other partner entities. Occupational and Basic Skills goals are set and attainment pending weekly evaluation by employer as well as case manager. Employers are encouraged to hire youth after the completion of the summer work place internship. On many cases, the experience of the internship leads the youth of other employment opportunities within the community. Professional Youth Quest offers leadership opportunities, comprehensive guidance and adult mentoring through internships and Professional skills classes as well as tutoring opportunities within local educational entities. All youth participants are made aware of all supportive and follow up services available before, during and after the completion of intensive services.

Describe the strategy to provide initial intake, objective assessment, case management, individual service strategies and eligibility assessment of youth.

Professional Youth Quest targets Workforce Investment Act, Title 1B youth that are considered neediest and most at-risk, which are defined as: out-of-school youth, high school dropouts, runaway and homeless youth, youth in foster care, court involved youth, children of incarcerated parents, parenting, migrant youth dropouts and youth who are behind in school. Professional Youth Quest has challenged local schools working with youth to determine if their students are without a high school diploma or Arizona’s Instrument to Measure Standards deficient and to assist the participant in passing the AIMS test or General Educational Development through tutoring programs available in the community, or return to school.

Intake and testing is provided at One Stop, subcontractor agencies, and schools. Interested, eligible youth are referred to case managers from the intake unit. It is the Case Manager who prepares an Individual Service Strategy and arranges the services needed for the youth.

Describe how the Local Workforce Area will deliver comprehensive services for eligible youth, particularly youth with significant barriers to employment. The discussion must include how the Local Workforce Area coordinates youth activities, including coordination of WIA Youth activities with the services provided by the Job Corps (if applicable) program in the state.

Services are provided by a multi-agency team of case managers from Job Corps, community-based organizations, juvenile justice, training institutions, Charter Schools, rehabilitation services providers, homeless youth agencies and prevention programs. Referral systems are set in place to promote collaboration between the public workforce system, education, human services and juvenile justice. Youth most in need are identified and through collaboration with local community colleges and training facilities, youth are connected to the training and educational opportunities that will lead to gain successful employment.

Identify the additional 5% non-economically disadvantage youth barrier, including the process and criteria to be used to determine “serious barriers to employment”, and the process to track enrollment of non-economically disadvantaged youth.

Not more than 5% of youth participants receiving services through Workforce Investment Act, Title 1B youth funds will be individuals who do not meet the minimum income criteria to be considered eligible. This is monitored and ensured by Southeastern Arizona Workforce Connection contractual provisions with the youth provider and youth case managers that reduce the individuals that do not meet minimum income criteria to 0%. In other words all youth must be eligible.

Identify the process that is used to track out of school youth enrollments and expenditures to meet the 30% out of school youth minimum expenditure requirement.

The program has set a target of 30% expenditures for out-of-school youth. Contracts with providers are written reflecting these targets. One Stop divides Workforce Investment Act, Title 1B youth funds into two streams for tracking and reporting in the financial system: In school and Out of School youth. Charges follow each youth, and cost allocation models for related expenditures reflect in and out of school youth funding streams.

Identify the sixth youth barrier(s) for “individuals (including youth with a disability) who is required additional assistance to complete an educational program, or to secure and hold employment,” as identified by the Local Workforce Board.

The sixth youth eligibility criterion is Occupational Skills Deficient, which is defined as;

- a. Has never worked;
- b. Has had insufficient job experience and has not successfully completed skills training in the occupation in which training will be provided; or
- c. Are two or more grade levels below his or her age appropriate level in any category, as this could severely limit the required skills needed for most employment opportunities.

Describe in detail strategies to identify, recruit and engage youth to comply with the Literacy and Numeracy Gains performance measure.

Individual service strategies will be completed during the assessment phase to include a customized competency-based strategy plan to include literacy and numeracy gains, if needed. The strategies will be regularly reviewed and updated by the case managers to ensure that youth participants are on track to meet their goals. If the case manager believes referrals are needed they will be made to the appropriate resources in order for the youth to meet the literacy and numeracy gains.

Describe in detail how the Local Workforce Area will conduct monitoring of Youth Program providers to ensure compliance with program objectives.

Sub-Recipients' case files will be monitored on a quarterly basis. Case files will be randomly reviewed to assure compliance with WIA guidelines and to ensure documentation verification has taken place. The program manager will review case files and complete the case file review document on each file attached to this procedure. If program manager finds deficiencies in case files the sub-recipient will be notified in writing and given so many business days to correct deficiencies and notify program manager in writing all deficiencies have been corrected.

I.10 Veterans

Describe strategies that will ensure compliance with the priority of service procedures and how Veterans will be served.

Veterans and eligible spouses of veterans are screened when they come into the comprehensive center by the welcoming team. If the person is a veteran or eligible spouse of a veteran they are given priority of service materials to complete and they are given a Veteran priority of service badge to wear while in the comprehensive center.

Priority of Service is the right of an eligible "**Covered Person**" to be given priority of service over an eligible non-covered person for the receipt of employment, training and placement services, notwithstanding other provisions of the law. Covered persons take precedence over non-covered persons in obtaining services and shall receive access to services and resources earlier in time than a non-covered person. If services or resources are limited, the covered person receives access instead of or before the non-covered person.

You are a "**Covered Person**" and are entitled to Priority of Service if:

- You served in the military or air service, were discharged or released under conditions other than dishonorable as specified in 38 U.S.C 101(2);

- Active service includes full time National Guard or a Reserve component, other than full time duty for training; or
- You are the spouse of:
 - Any veteran that died of a service connected disability; or
 - Any member of the armed forces service on active duty who, at the time of application for the priority, is listed as one or more of the following categories and has been so listed a total of more than 90 days:
 - Missing In Action,
 - Captured in line of duty by a hostile force,
 - Forcibly detained or interned in the line of duty by a foreign government.
- Any veteran who has a total disability resulting from a service connected disability, as evaluated by the Veterans Administration,
- Any veteran who died and a total disability (service connected), as evaluated by the Department of Veteran Affairs, was in existence.

All veterans and or eligible spouses of veterans will be referred directly to the Disabled Veterans Outreach Program Specialist or Local Veterans Employment Representative to complete an initial assessment of service needs to include full registration in Arizona Job Connection.

If the veteran has barriers to employment, the Disabled Veterans Outreach Program Specialist and or Local Veterans Employment Representative will provide case management services.

Disabled Veterans Outreach Program and Local Veterans Employment Representative staff will assist eligible spouses with employment needs and or appropriate referrals.

Describe in detail strategies to be implemented to identify and enroll eligible veterans in the Dislocated Worker program.

The local area will follow Workforce Investment Act, Title 1B Guidance Letter No. 02-08, change 3 to identify and enroll eligible veterans in the Dislocated Worker program. The welcome team will ask all customers coming into the one stop center if they are a veteran or a spouse of a veteran.

J. Desired Outcomes

Identify who will negotiate performance measure goals on behalf of the local board.

The Executive Director and Deputy Director will negotiate performance measure goals on behalf of the local board.

A description of the local levels of performance negotiated with the State to be used by the Local Workforce Board for measuring the performance of the local administrative and fiscal agent (where appropriate), eligible training providers, and the local One-Stop delivery system.

<u>Performance Measures</u>	<u>Final PY13 Negotiated Level</u>
<u>Adult:</u>	
Entered Employment	74.5%
Employment Retention	84.0%
Average Earnings	\$12,600
<u>Dislocated Worker:</u>	
Entered Employment	83.0%
Employment Retention	87.5%
Average Earnings	\$16,400
<u>Youth:</u>	
Placement in Employment/Education	62.5%
Attainment of Degree/Certificate	60.5%
Literacy/Numeracy Gains	43.0%

The plan should also describe any additional established indicators and system measures, beyond those required by programs' authorizing statutes.

The following statutory measures will be tracked during the Program Year:

<u>Statutory Measures</u>	<u>Target</u>
<u>Adult:</u>	
Employment/Credential	66.0%
<u>Dislocated Worker:</u>	
Employment/Credential	72.0%
<u>Older Youth:</u>	
Entered Employment	73.0%
Employment Retention	82.0%

Earnings Change	\$4,000
Cert/Credential Rate	50.0%
Younger Youth:	
Diploma/Equivalent	68.0%
Retention	65.0%
Skill Attainment	83.0%

Wagner Peyser 2013

Entered Employment Entered Employment Rate	55%
Employment Retention Entered Employment Rate	80%
Average Earnings	\$13,000

Jobs for Veterans State Grant Funded Staff:

Disabled Veterans Outreach Program:

Disabled Veterans Entered Employment Rate	45 %
Disabled Veterans Entered Employment Rate	75%

Local Veterans Employment Representative:

Recently Separated Veterans Entered Employment Rate	63 %
Recently Separated Veterans Entered Employment Rate	73 %

Disabled Veterans Outreach Program /Local Veterans Employment Representative Consolidated:

Veterans Entered Employment Rate – Weighted	43 %
Veterans Entered Employment Rate	73%
Veterans Average Earnings	\$16,662

Performance Targets for One-Stop Services for Veterans:

Veterans Entered Employment Rate	43 %
Veterans Employment Retention Rate	73 %
Veterans Average Earnings	\$16,662
Disabled Veterans Entered Employment Rate	43%
Disabled Veterans Entered Employment Rate	73 %
Disabled Veterans Average Earnings	\$16,662

Trade Adjustment Act Federal Fiscal Year (FY) 2012 Performance Goals:

Reemployment Rate	58%
Retention Rate	83.2%
Average Earnings	\$13,278

Describe the State approved balanced scorecard measures and how you plan to measure and track progress-include additional measures chosen by your local area that will included on your balanced scorecard.

The Local Board will compare this list to the final results of the Workforce Arizona Council in regard to a balanced scorecard and make a decision on whether any local measures are needed. If so, local measures will be decided among these:

- Customer Perspective of Employer Satisfaction Survey at Job Fairs
 - Job Seeker – Employer/Employment
 - Number of Calls To/From Employers-Repeat Calls
 - Number of All Job Postings versus Entry-Level or Management
 - Quantitative Measure
 - Types of Touches
- Financial Perspective of location of Training Dollars
 - Total
 - By Trainer
 - Per Client Average
 - Per Program
- Internal Business Processes Perspective
 - Number Unqualified but Referred to Employers
 - Satisfaction Survey
 - Staff Should Define
- Workforce Capacity Perspective Master Trainer for Staff Certifications
- General Considerations
 - Have a kiosk check-in that records data with custom questions
 - Work with Biz Outreach staff to set realistic goals
 - Don't over think measurements and keep focus on quality of service

Describe the State required data management system and how partners will interact to provide needed information and to get information from the system needed to manage the local workforce system.

The Arizona Job Connection labor exchange system will be utilized not only for case management but also for common data collection, information management and United States Department of Labor reporting for Workforce Investment Act, Title 1B, Wagner-Peyser and Trade Adjustment Act programs. The local area will print out needed Arizona Job Connection management and performance reports to monitor the local workforce system.

Describe the role technology will play in accessing services and tracking information to enhance service delivery.

The Arizona Job Connection system will be utilized by the job seeker and employer to access services, track clients enrolled in training programs, etc.

How will you measure customer satisfaction and what will you do to use the results for enhancements?

The local area will utilize customer satisfaction surveys in the comprehensive one stop center for job seekers and employers. The surveys will be reviewed and measures may be put into place to enhance the services received by job seekers and employers.

K. Agreements, Policies and Procedures

In accordance with State policies attach the following:

Fully executed Chief Local Elected Official Agreement clearly identifying the administrative and fiscal entity and reflecting the responsibilities of each.

Chief Local Elected Official and Local Board Partnership Agreement

Local Board and Designated Operator Agreement

Fully executed Memorandums of Understanding between the One Stop Operator and each partner agency.

Fully executed Resource Sharing Agreement outlining how services and operating costs of the local system will be funded; methodology for cost sharing and invoicing and payment processes.

Provide in detail how the Local Workforce Board and Chief Local Elected Official will ensure that One Stop Operator Agreement will be adhered to and the institutional controls that will be implemented to ensure adherence to the Agreement with respective roles and responsibilities of each party with respect to the operation of the One Stop system.

The local workforce board and chief local elected official will ensure that one stop operator agreement will be adhered to and the institutional controls that will be implemented to ensure adherence to the agreement with respective roles and responsibilities of each party with respect to the operation of the One Stop system by monitoring each site for compliance of the one stop operator agreement. The local workforce board will be updated on a quarterly basis by the Executive Director and/or Deputy Director of any concerns of noncompliance issues concerning the one stop agreement. Annually, the Chief Local Elected Official will be updated of any concerns of noncompliance issues concerning the one stop agreement. If noncompliance issues are found the operator will have so many days to correct the issues found.

Describe the monitoring process and oversight criteria and procedures utilized to move the workforce investment system toward the local Workforce Area goals.

Two types of client/case management monitoring occur—desk monitoring and on-site monitoring. Desk monitoring is conducted by One Stop Case Managers on a monthly basis. They meet with each case manager and review a sample of files. On-site monitoring is conducted by two or three staff, often including a One Stop Case Supervisor, who visits the agency and review program activities, files, and related expenditures.

The performance monitoring process and oversight includes monthly reviews by program directors using common measures, file documentation and Arizona Job Connection data.

Describe how the local workforce area identifies areas needing improvement and any processes in place to address identified deficiencies.

Southeastern Arizona Workforce Connection reviews case management performance and identifies areas needing improvement. Changes in strategies or processes are identified to correct any performance deficiencies. Once a deficiency is identified a corrective action plan is required and approved by the program director. Corrective actions are monitored and reviewed for compliance with the corrective action plan and adjustments are made as necessary to ensure the deficiency is corrected. The Local Workforce Investment Board receives quarterly reports covering program management and performance.

Provide a copy or a URL link to all local operational and programmatic policies.

A copy of operational and programmatic policies for Workforce Investment Act, Title 1B will be provided. Below are the Employment Service policy manual and the ADOC human resources website links:

ES Policy Manual: <http://intranet/main.aspx?menu=452&id=3226>

ADOC Human Resources website: <https://www.azdes.gov/main.aspx?menu=258&id=2198>

L. Complaints, Grievances

Describe in detail the Local Workforce Area's process, procedures and local policy to address formal and informal grievances from job seekers and business customers.

Complaints about Workforce Investment Act, Title 1B programs and activities will be accepted from an individual provided that:

- The complaint is made in writing and
- The complaint is made within thirty days of the alleged occurrence.

All participants have a right to file a grievance for denial of training services as follows:

- If the individual wants to appeal the decision of denial of training services the individual in writing may appeal the decision to the Case Manager.
- If the individual wants to appeal the Case Manager's decision of denial of training services the individual in writing may appeal the decision to the Program Manager (Deputy Director).
- If the individual wants to appeal the Program Manager's (Deputy Director) decision of denial of training services the individual in writing may appeal the decision to the Executive Director. All decisions made by the Executive Director are final.

Upon receipt of a complaint Arizona Workforce Connection the participant will receive within 30 days of filing the written notice of the decision by the appropriate individual.

Include an appeal process that ensures that no individual is excluded from participation in or with a Workforce Investment Act Title 1B funded activity or employment for any reason.

Complaints about Workforce Investment Act, Title 1B programs and activities will be accepted from an individual provided that:

- The complaint is made in writing and
- The complaint is made within thirty days of the alleged occurrence.

All participants have a right to file a grievance for denial of training services as follows:

- If the individual wants to appeal the decision of denial of training services the individual in writing may appeal the decision to the Case Manager.

- If the individual wants to appeal the Case Manager's decision of denial of training services the individual in writing may appeal the decision to the Program Manager (Deputy Director).
- If the individual wants to appeal the Program Manager's (Deputy Director) decision of denial of training services the individual in writing may appeal the decision to the Executive Director. All decisions made by the Executive Director are final.

Upon receipt of a complaint Arizona Workforce Connection the participant will receive within 30 days of filing the written notice of the decision by the appropriate individual.

Describe in detail the Local Workforce Area's process, procedures and local policy to address formal grievances from job seekers and business customers and training providers.

The local area will follow the State of Arizona guidance to address formal grievances from job seekers and business customers and training providers.

Describe and provide a copy or electronic link to the local programmatic policies for the delivery of integrated services as described in the Local Business Plan.

Southeastern Arizona Workforce Connection will be following the State of Arizona's One-Stop system, integrated services policies.

Local Business Plan Assurances

As a condition to the award of Workforce Investment Act funds, the local grant recipient assures that it will comply fully with the provisions of the following:

- 1) That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Sections 128 and 133.
- 2) That Veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112(b)(17)(B).
- 3) That it will comply with the confidentiality requirements of Section 136(±)(3).
- 4) That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181 (b)(7).)
- 5) That it will comply with the nondiscrimination provisions of Section 188, including compliance with the State Methods of Administration (Section 188.).
- 6) That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185.)

- 7) That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189(c) of the Act) which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to, the following:
- a) General Administrative Requirements:
 - 29 CFR part 97 - Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
 - 29 CFR part 96 (as amended by OMB Circular A-133)- Single Audit Act
 - OMB Circular A-87- Cost Principles (as amended by the Act)
 - b) Assurances and Certifications:
 - SF 424 B- Assurances for Non-construction Programs
 - 29 CFR part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulation)
 - CFR part 93- Certification Regarding Lobbying (and regulation)
 - 29 CFR part 98 - Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 - c) Special Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- 8) That veterans' services provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- 9) That it developed, and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- 10) That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
- 11) That the LWIB will meet a minimum of four times per year, or once each quarter.
- 12) That all L WIB business will be conducted in accordance with the Arizona Open Meeting Law.
- 13) That it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title I - financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- 14) That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local business plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act and/or the Wagner-Peyser Act.

STATE OF ARIZONA)
) ss.
 COUNTY OF COCHISE)

AFFIDAVIT OF PUBLICATION

PAMEL M. MCELROY

Pamel M. McElroy being first
 duly sworn, deposes and says: That (he) (she) is the Agent to the Publisher of the
 SIERRA VISTA HERALD and the BISBEE DAILY REVIEW newspapers printed and
 published seven days a week in the County of Cochise, State of Arizona, and of general
 circulation in the cities of Sierra Vista and Bisbee, County of Cochise, State of Arizona
 and elsewhere, and hereto attached

PUBLIC NOTICE
 SOUTHEASTERN ARIZONA
 WORKFORCE CONNECTION
 JULY 1, 2014 - JUNE
 30, 2016

was printed and published correctly in the regular and entire issue of said SIERRA VISTA
 HERALD and BISBEE DAILY REVIEW for ³ Issues, that the first was
 made on the 14th day of OCTOBER 20 13
 and the last publication thereof was made on the 27th day of
 OCTOBER 20 13 that said publication
 was made on each of the following dates, to wit:

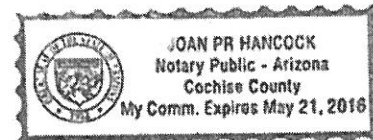
10/14/13
 10/20/13
 10/27/13

Request of AZ WORKFORCE CONNECTION

SIERRA VISTA
HERALD
 BISBEE DAILY
REVIEW

By

Subscribed sworn to before me this 27th day of OCTOBER
 20 13



Notary Public in and for the County of Cochise, State of Arizona

My Commission Expires:

3/2/14

PUBLIC NOTICES
ANNOUNCEMENTS
PUBLIC NOTICE
 PUBLIC NOTICE
 Issue Date: October 11,
 2013
 SOUTHEASTERN ARIZONA
 WORKFORCE CONNECTION
 PUBLIC COMMENT ON THE
 SOUTHEASTERN ARIZONA
 WORKFORCE CONNECTION
 INTEGRATED WORKFORCE
 PLAN
 JULY 1, 2014 - JUNE 30,
 2016
 The Southeastern Arizona
 Workforce Connection
 (SAWCO) requests public
 comment on the above re-
 ferenced plan.
 A copy of the proposed
 plan
 is available for public in-
 spection on the Southeast-
 ern Arizona Workforce Con-
 nection website at the link
 below:
[https://www.sawco-work-
 force.org](https://www.sawco-work-

 force.org)
 The Southeastern Arizona
 Workforce Connection will
 accept written comments
 on the plan sent to any of
 the following addresses:
 Email:
 Vickie.Simmons@scpl-
 cal.org
 Fax: (520) 458-9308
 Mail: Southeastern Arizona
 Workforce Connection
 ATTN: Vickie Simmons
 1843 Paseo San Luis
 Sierra Vista, Arizona 85635
 Written comments should
 be sent so that the Arizona
 Workforce Connection will
 receive them before 5:00
 PM NOVEMBER 13, 2013,
 and should include contact
 information for the person
 providing comments, as
 well as the name of any or-
 ganization that person rep-
 resents. Questions may be
 directed to Vickie Simmons
 at (520) 458-9309.
 THIS DOCUMENT IS AVAIL-
 ABLE IN ALTERNATIVE
 FORMAT BY CONTACTING
 VICKIE SIMMONS AT (520)
 458-9309 OR AT THE AD-
 DRESS SPECIFIED ABOVE.
 REQUESTS SHOULD BE
 MADE AS EARLY AS POSSI-
 BLE TO ALLOW TIME TO
 ARRANGE THE ACCOMMO-
 DATION.
 PUBLISH: October 14, 20,
 27, 2013.

PUBLIC NOTICE

Issue Date: October 11, 2013

SOUTHEASTERN ARIZONA WORKFORCE CONNECTION
PUBLIC COMMENT ON THE SOUTHEASTERN ARIZONA WORKFORCE CONNECTION
INTEGRATED WORKFORCE PLAN
JULY 1, 2014 – JUNE 30, 2016

The Southeastern Arizona Workforce Connection (SAWC) requests public comment on the above referenced plan.

A copy of the proposed plan is available for public inspection on the Southeastern Arizona Workforce Connection website at the link below:

<https://www.seazworkforce.org>

The Southeastern Arizona Workforce Connection will accept written comments on the plan sent to any of the following addresses:

Email: Vickie.Simmons@cpic-cas.org

Fax: (520) 458-9308

Mail: Southeastern Arizona Workforce Connection
ATTN: Vickie Simmons
1843 Paseo San Luis
Sierra Vista, Arizona 85635

Written comments should be sent so that the Arizona Workforce Connection will received them before 5:00 PM NOVEMBER 13, 2013, and should include contact information for the person providing comments, as well as the name of any organization that person represents. Questions may be directed to Vickie Simmons at (520) 458-9309.

THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMAT BY CONTACTING VICKIE SIMMONS AT (520) 458-9309 OR AT THE ADDRESS SPECIFIED ABOVE. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.



I Angelica Hernandez, Business Outreach Coordinator of Arizona Workforce Connection – Cochise One Stop state the following actions were completed:

Public Notices have been posted (regarding the issuance of Southeastern Arizona Workforce Connection's integrated workforce plan for the period of 7/17/14 to 6/30/17; open public comment period is through 11/13/13). Notices were posted at established access points and other locations to ensure ease of community access to information. The sites where the notices were posted are:

Cochise County:

- Comprehensive One Stop-Sierra Vista Office; posted at office entrance on Monday, October 14th
- Affiliate One Stop-Douglas Office; posted at office entrance on Monday, October 14th
- Satellite Sites-e-mailed the following locations on Monday, October 14th:
 - o Elise S. Hogan Library, Willcox
 - o Huachuca City Library, Huachuca City
 - o Benson Public Library, Benson
 - o Copper Queen Library, Bisbee
 - o Douglas Public Library, Douglas
 - o The Sierra Vista Public Library, Sierra Vista
 - o Sunsites Community Library, Pearce
 - o Tombstone City Library, Tombstone
 - o Bisbee Office
- Community-e-mailed the following locations on Monday, October 14th:
 - o Goodwill, Sierra Vista and Benson
 - o Bisbee Chamber of Commerce, Bisbee
 - o Benson/San Pedro Valley Chamber of Commerce, Benson
 - o Greater Douglas Chamber of Commerce, Douglas
 - o Sierra Vista Area Chamber, Sierra Vista
 - o Tombstone Chamber of Commerce, Tombstone
 - o Willcox Chamber of Commerce & Agriculture, Willcox
 - o Bowie Chamber of Commerce, Bowie
 - o Army Community Services, Ft. Huachuca
 - o Army Career and Alumni Program, Ft. Huachuca
 - o P.R.A.I.S.E. Prison Ministries, Cochise County
 - o Cochise County Re-entry Coalition
 - o The Center for Economic Research, Cochise College, Sierra Vista Campus
- Government/Media-e-mailed the following locations on Monday, October 14th:

APPENDIX 2

- o The City of Willcox, Willcox
- o Public Affairs Office, Ft. Huachuca
- o The Voice of Douglas, Douglas
- o Valley TeleCom Group, Willcox
- o The Sierra Vista Newspaper, Sierra Vista

Online-posted on Monday, October 14th:

- o Website- www.seazworkforce.org
- o Facebook- www.facebook.com/azworkforce
- o Twitter- www.twitter.com/azworkforce

Equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities

**AFFIDAVIT**

I Kimberly Teerman (name), Business Outreach Coord (title/position)
of AZ Workforce Connection (business name) state under oath that the following action was completed:

Kimberly Teerman
Public Notices have been posted (regarding the issuance of Southeastern Arizona Workforce Connection's integrated workforce plan for the period of 7/1/14 to 6/30/17; open public comment period is through 11/13/13). Notices were posted at established access points and other locations to ensure ease of community access to information. The sites where the notices were posted are:

Graham County:

- Graham One Stop-posted at office entrance on 10/11/13
- Access Points-Safford City/Graham County Library & Pima Library-closed Friday 10/11/13 so will post on 10/14/13
- Graham County Chamber of Commerce-posted on 10/11/13
- Government-Graham County Board of Supervisors-closed Friday 10/11/13 so will post 10/14/13
- Educational Institution-Eastern Arizona College (emailed Laurie Pennington/Executive Assistant to President Mark Bryce on 10/11/13 for posting at various campus locations)
- Newspaper-Eastern Arizona Courier (emailed David Bell/Editor on 10/11/13 to request publish at no cost as notice is a public announcement)

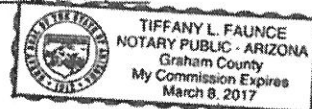
Greenlee County:

- Greenlee One Stop-posted at office entrance on 10/11/13
- Access Points-Greenlee Libraries (emailed Karen Soohy/County Librarian on 10/11/13 to distribute for immediate posting at Blue, Clifton, Duncan, Morenci libraries)
- Government-Greenlee County Board of Supervisors (emailed Yvonne Pearson/City Clerk on 10/11/13 to post; Yvonne confirmed will also be posted at courthouse in Clifton & Duncan)
- Freeport-emailed Brian Brogan/Townsite Coordinator and copied Sean Wenham/Community Development Manager on 10/11/13 to post at Morenci recreation center)
- Newspaper-Copper Era (emailed David Bell/Editor on 10/11/13 to request publish at no cost as notice is a public announcement)

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

Notary Public Signature Tiffany L. Faunce Commission expires on: March 8, 2017

This affidavit was subscribed and sworn to me on 11 day of October 2013



SIGN IN SHEET – 5 YEAR PLAN MEETING – SEPTEMBER 30, 2013

Name	Organization	Contact Information
Emery Silvester	Siema Southwest	520-582-5320
Jindy Stratton	PSA	928-428-3099
JAT CAL	COCHISE COUNTY	520-432-9200
Kathleen Bullock	Above Board	520-227-5416
Jason Bowling	SSIEC	520-515-3480
KEN CENL	THE MALL PUEBLO VISTA	520-453-0011
AMANDA BAILLIE	SIERRA VISTA AREA CHAMBER	520-458-6940
L.L. RAMIREZ	SEACORP	928-882-3653
Ann English	Cochise County	520-432-9202
Doris Tolbert	Board	520-249-0146
Vickie Simmons	SEAZWC-Deputy Director	520/458-9309
Peggy Freeman	DES Employment Administration	520/628 6810 x 260
Sylvia Whitstade	"	520-364-4446 x 111
ORON CURTIS	AMERICAN SOUTHWEST CREDIT UNION	(520) 452-3088
Nade Phelps	BAWC	
Mary Tieman	AZ Workforce Connection	520-459-3541
Bruce Wentz	AZ Workforce Connection	520-458-9309
TAMMY WINDSOR-BROWN	AZ Workforce Connection	520-458-9309
Lisa Lane	AZ Workforce Connection	928-432-6933
Angelica Hernandez	" "	520-458-6909
Robert Archer	" "	" "
Dwanna Wacker	" "	" "
Angie Luna	" "	(520) 364-8906

SIGN IN SHEET – 5 YEAR PLAN MEETING – OCTOBER 7, 2013

[illegible]

Should provide information
at all libraries in Cochise County

Ann English

Vickie Simmons

From: Vickie Simmons
Sent: Tuesday, October 29, 2013 1:02 PM
To: 'David Bryan'
Subject: RE: Comment on Integrated Workforce Plan

Hi David,

Thank you very much for your comment. I agree with you regarding the categories seem too broad.

The State of AZ Commerce Authority and our Local Board of Directors set the categories. I think they wanted to keep them broad so they could go in any direction. For example, we could have an industry sector in information technology and/or unmanned aerial vehicles in the aerospace and defense sector.

I will definitely inform the Board about your comment. Thank you for taking the time to read our 5 year business plan.

Vickie

Vickie L. Simmons, CPA
 Deputy Director
 Arizona Workforce Connection - Cochise, Graham, Greenlee One Stop
 1843 Paseo San Luis
 Sierra Vista, AZ 85635
 Phone: 520/458-9309
 Fax: 520/458-9308
 TTY: 520/452-1667

Equal Opportunity Employer/Program
 Auxiliary Aids and Services are Available
 Upon Request to Individuals with Disabilities

From: David Bryan [mailto:dbryan@ssvec.com]
Sent: Monday, October 28, 2013 3:37 PM
To: Vickie Simmons
Subject: Comment on Integrated Workforce Plan

Good afternoon Vickie

One comment on the plan: For the emerging industry sectors in which you will focus your efforts, the categories seem too broad. For example, "aerospace and defense" is listed. There are many aspects of "aerospace and defense" including engineering, manufacturing, consulting services, etc. It would seem you would list an o'net code or something to focus what aspect of "aerospace and defense".

I'm speaking as interested person, not on behalf of SSVEC.

Thanks



David J. Bryan, P.E.

Planning Engineer | SSVEC | Website: <http://www.ssvcc.org>

phone: 520-720-6421 | email: dbryan@ssvcc.com 

1557 Cooperative Way, Benson, AZ 85602

CONFIDENTIALITY NOTE: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

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Southeastern Arizona Workforce Connection Staff Responsibilities

Case Manager (local job description) - Performs outreach and recruitment responsibilities to ensure maximum client participation in available programming. Completes, along with client, intake and assessment requirements to determine eligibility and accurately assess potential areas of intervention. Conducts intake and assessment interviews. In cooperation with client and applicable staff members, such as teacher and/or program manager, formulates and updates case plan and service strategy objectives. Identifies areas such as vocational and educational goals, client strengths, potential barriers, and supportive service and referral resources. In cooperation with the client, determines appropriate courses of action to overcome barriers and meet needs. Determines appropriate referral resources and provides referrals to community resources and organizations for possible assistance. Arranges for additional assessments, such as medical, psychiatric, or other tests and evaluations that appear to be necessary to accurately identify client issues and effect change. Facilitates workshops and process groups to assist client in working through barriers to achieving case plan goals. Performs home visits when appropriate. Maintains timely and accurate case records and prepares reports as needed. May use computers or other technology in the course of managing records and reports. Prepares required forms and management information system (MIS) transactions. Networks with other agencies and community organizations to establish effective working relationships and increase potential referral resources. Speaks at functions and meetings to increase community awareness of programs. Maintains a working knowledge of policies and procedures approved by the Board of Directors, as well as regulations specifically related to the grant or program involved. Creates and develops mentoring and job shadowing experiences with public and private sectors. May facilitate work-based learning projects. Manages individual portion of agency goals and objectives, including applicable budget, as they relate to the relevant contract or program.

One Stop Coordinator (local job description) - Be present in the Career Center to orientate first-time customers and to provide information regarding the full array of services available at the Career Center and offer assistance as needed. Conducts initial assessment regarding service-level need through interaction and casual observation. In coordination with the staff, develops and maintains registration materials, user surveys, screening tools, self-assessment tools and employment postings in the Career Center. Establishes and maintains technology based resources. Arranges for additional assessments, such as the TABE or SDS. Responsible for maintaining computer stations to include standardizing resources. With staff feedback, develop curriculum, implement, and facilitate workshops for core, intensive and training services. Periodically review current resources and upgrade as necessary. Conduct an initial pre-screening-assessment of customers to assist with service-level need. Provide referrals to partnering agencies as appropriate. Provide referrals to workshops and/or more individualized and in-depth assistance. Lend hands-on assistance with technological equipment, software program usage, and various other resource materials. Networks with the Community Liaison, and partnering agencies such as Job Service and Community College, to maintain updated employment resources and job postings. Coordinates grant search and grant writing activities,

working as member of a grant team, provides input into program design and customer needs. May be directly involved in writing portion of grant proposals. Other duties as assigned.

Receptionist (local job description) - Greet clients and visitors entering the office, determines nature of business, and direct them to the proper department. Operates multi-line telephone system, using a professional telephone manor and takes messages when required. Update and distribute the office phone directory as needed. Types memos, correspondence, reports and other documents as directed by supervisor. Prepares board packets, and documents for Board of Directors meetings. Assist staff with miscellaneous projects as needed. Manages all incoming and outgoing mail daily.

Business Outreach Coordinator (local job description) - Develops and markets business assistance programs. Responsible to coordinate Rapid Response activities to provide assistance to businesses with mass or small layoffs, plant closure, or other dislocation events. Develops new business accounts and expands existing accounts on On the Job Training, Internship/Apprenticeship Programs, recruitments and other potential employment opportunities for agency clientele. Designs assessment and/or surveys to respond to changes in businesses needs and the workplace. Oversees and provides staffing services, including recruitment and assessment of candidates for businesses. Follow up with recruitment sources on interview outcomes. Develops collaborative partnerships with businesses and community based nonprofit/government organizations. Serves as liaison to the organization, providing information about workplace trends, market changes and plan initiatives to the One-Stop Career Center. Attends networking functions among community/County, government, Chamber of Commerce to develop employer awareness and job opportunities for participants. Markets existing services by producing brochures, flyers, and/or newsletters and disseminate through job fairs, direct mail, newsprint, and through personal contacts. Explores community resources that will provide participants with employment training opportunities. Set up and maintain business database. Prepare reports by collecting, analyzing, and summarizing information and trends. Provide reports on all development activities. As a member of grant team, contribute to program design, writing assigned section of grants where applicable. Other duties as assigned.

Assistant One Stop Coordinator (local job description) - Be present in the Career Center to orientate first-time customers and to provide information regarding the full array of services available at the Career Center and offer assistance as needed. Conducts initial assessment regarding service-level need through interaction and casual observation. Assists in additional assessments, such as the TABE or SDS. Assists in maintaining computer stations to include updating resources. Assist in the development of curriculum, implement, and facilitate workshops for core, intensive and training services. Assist in the periodical review of current resources and upgrade as necessary. Assist in the initial pre-screening-assessment of customers to assist with service-level needs. Provide referrals to partnering agencies and workshops as appropriate. Assist clients with creating resumes and in filing online

Deputy Director (local job description) - Prepare strategic plan and budget on a yearly basis in conjunction with staff and Executive Director. Supervise and motivate WIA staff and hold performance evaluations, make recommendations to Executive Director for hiring, firing, promotions, leave time salary and staffing decisions. Develop and conduct new employee

orientation, ensuring all documentation is complete and submitted as required by finance and management, including letters of hire. Develop and conduct exit interviews, collect keys and agency property as employees leave the agency under the WIA umbrella. Ensure fingerprint requirements are met as required by law. Prepare materials, background information and agendas for Workforce Investment Board meetings in conjunction with the Executive Director. Attend WIA meetings. Prepare and maintain agency policies and procedures for Executive Director. Oversee performance measures and standards as established by the State. Monitor the agency budget in conjunction with the Executive Director. Promote Workforce Investment Act and One-Stop delivery system through public outreach and networking. Prepare proposals and seek alternative funding to support the programs and goals and objectives of the Workforce Investment Board. Plan and execute marketing activities, including maintenance of the website. Monitor Performance Standards – Arizona Job Connection. Serve as Executive Director in his/her absence.

Employment Specialist III (state job description) – Responsible to provide a wide range of staff assisted employment services to job seekers and the business community which includes but is not limited to: one-on-one interviewing individuals to elicit information and assess skills, knowledge, ability, work history and interest while maintaining client confidentiality; provide core services (Labor Market Information, career guidance and planning, full registration in the State Labor Exchange System, resume assistance and develop an individual employment plan); perform job development, job matching and job placement assistance utilizing an internet based system; make appropriate referrals to employer job openings, training opportunities and/or base system; conduct employment related workshops and deliver program presentations at orientations; resolve customer issues and complaints; respond to customer inquiries and explain program services; prepare and submit program related activity reports to supervisor; and market and promote Work Opportunity Tax Credit program.

Conduct outreach to educate the community on Employment Service Programs; promote, market and maintain positive relations with One-Stop Career Center Workforce partners, community organizations and other agency personnel; develop and/or write employer job orders in compliance with Federal and State rules and regulations; assist employers with recruitment of qualified candidates to fill their job openings; and host on-site recruitment, job fairs and other hiring events.

Employment Services Supervisor (state job description) – Supervises and evaluates the daily activities of staff within the Employment Service office(s); responsible for meeting all program goals and objectives; responsible for the delivery of employment services to the public and business community within the Workforce Development System/One-Stop Career Centers; Conduct outreach to educate the community on Employment Service Program; promote, market and maintain positive relationships with One-Stop Career Center Workforce partners, community organizations and other agency personnel; develop and/or write employer job orders

in compliance with Federal and State rules and regulations; assist employers with recruitment of qualified candidates to fill their job openings; host on-site recruitment, job fairs and other hiring events and develop and conduct employment related workshops.

Monitors processes and procedures to ensure all programs are initiated and operated in compliance with Department of Labor, State and Administration rules, laws and regulations to include but not limited to: Wagner Peyser, Trade Adjustment Assistance, Reemployment Services Programs, Migrant Seasonal Farm Worker and Business Services.

Responsible for personnel actions to include but not limited to: hiring, training and disciplinary actions; reviews and authorizes all timesheets, leave requests and travel documents; conducts performance evaluations; provides instructions and determines solutions in assigned program area; provides technical assistance and direction based on research, analysis and interpretation of program rules and regulations; resolves and reports complaints and/or issues from customers; prepares reports and develops action plan to correct deficiencies as needed; attends meetings and trainings; delivers presentations and may be assigned special programs.

Employment Specialist/Disabled Veterans Outreach Program (state job description)–

Responsible for administering veterans' programs in the local office; provide a one-on-one assessment of all veterans applicants entering the One Stop to assess skills, knowledge and abilities, work history and interests while maintaining client confidentiality; make appropriate referrals to job openings; refer veterans to supportive services; insure veterans receive priority of service over non-veterans; comply with federal and state rules and regulations pertaining to veterans programs; interview veteran develop employer relations program to secure job placements for veterans; and visit veteran organizations such as the Veterans of Foreign Wars, American Legion and Disabled American Veterans to provide outreach to veterans in need of services; and develop and conduct employment related workshops.

Disabled Veterans Outreach Program Representatives will supervise Veteran Work Study participants upon placement when Local Veteran Outreach Representative is not on site.

Employment Specialist/Local Veteran Outreach Representative Supervisor (state job description)–

Responsible for administering and training office staff on veterans programs; insure veterans receive priority of service over non-veterans; comply with federal and state rules and regulations pertaining to veteran programs; provide job development for all veterans that are job ready, conduct outreach services to organizations such as the Veterans of Foreign Wars, American Legion and Disabled American Veterans to promote hiring of veterans, maintain contact with Federal job programs and other entry level employment programs for targeted groups; market and promote Work Opportunity Tax Credit to employers; coordinate veteran referrals for job training to WIA staff and develop and conduct employment related workshops.

Local Veteran Outreach Representative is responsible for supervising Disabled Veterans Outreach Program Representatives and/or Veteran Work Study participants.

Southeastern Arizona Workforce Connection

Youth Contract Award Detail

Each Proposal will be scored independently by each rater on the point scale indicated below. Raters will use documents listed in Section One, C., to help them apply the criteria stated below to each proposal. Committee members are encouraged to make comments when rating each proposal. Individual rating forms will be available upon request of respondents after the contracting process has been completed. These are intended to assist respondents in determining their areas of strength and weakness in responding to the Request for Proposal. Individual ranking forms identifying Youth Council Proposal Review Committee members by number, not by name, will be distributed upon request.

SECTION FOUR — NARRATIVE: SCOPE OF WORK

A. Executive Summary

Strength of overall approach

B. Community Need/Opportunity Targeted

How does the need (problem, issue, or circumstance) fit with identified local, state and federal priorities for the Workforce Investment Act, Title 1B youth program?

C. Target Population

Respondents must provide specific, numerical projections in order to receive points in this category.

- Cost per participant
- How will the proposed program contribute to overall distribution of services?
- How will the proposed program contribute to overall access to services by members of underserved populations or residents of underserved areas throughout Cochise County?

D. Program

Cost relative to number of youth with positive outcomes

Extent to which projected outcomes will contribute to overall

- entry of older youth into unsubsidized employment;
- retention of older youth in unsubsidized employment 6 months after entry into the employment;
- earnings received by older youth in unsubsidized employment 6 months after entry into the employment; and
- attainment by older youth of a recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills.
- attainment by younger youth of basic skills, and as appropriate, work readiness or occupational skills;
- attainment by younger youth of secondary school diplomas and their recognized equivalents; and

- placement and retention of younger youth in postsecondary education or advanced training, or placement and retention in military service, employment, or qualified apprenticeships. Extent to which projected outcomes address other identified community needs.

E. - G. Program Activities/Methodology

Feasibility of the plan of action to achieve the goals stated in Section Four, D.

Comprehensiveness of services offered with respect to the ten program service elements listed on page 7 of this Request For Proposal and in Workforce Investment Act, Title 1B Sec. 129 (c) (2) A-J, and the four overall areas of youth programming referenced on page 6 of this Request For Proposal and in Workforce Investment Act, Title 1B, Sec. 129 (c) (1) C. Extent to which the proposed services will contribute to comprehensiveness of overall system. Strength, quality and creativity of proposed services and service strategies. Cost relative to amount of services.

SECTION FIVE—NARRATIVE: AGENCY CAPACITY

A. Agency Background

Extent to which the agency (including subcontractors, if applicable) can demonstrate prior successes in providing services to youth, particularly services that are similar to the ones being proposed. Extent to which, based on the agency's background, the proposer is likely to achieve the goals stated.

B. Agency Expertise

Quality and expertise of staff and strength of staffing plan, program management and administration (including subcontractors, if applicable).

SECTION SIX—BUDGET

Budget

Feasibility of budget to cover the costs of plan of action outlined in Section Three, E., and reasonableness of costs, completeness and accuracy of cost information. Extent to which connections with other funding sources will benefit participants and increase the cost-effectiveness of WIA funds. Amounts committed to the proposed program and documented with letters of commitment.

Note: information on costs provided in the Budget will also be a factor in awarding points for cost-effectiveness in Section Four, C., (cost per participant), Section Four, D., (cost per positive outcome), Section Four, E., (cost per hours/number/amount of services).

SECTION FOUR - NARRATIVE: SCOPE OF WORK

No more than twenty (20) pages

A. Executive Summary

Provide a one (1) page description of the proposed Workforce Investment Act, Title 1B, youth program. Someone unfamiliar with the program should be able to read this and have a good understanding of the program's overall approach. The summary is not part of the twenty page limit.

B. Community Need/Opportunity Targeted

Describe the need or opportunity that gave rise to the approach. What problem, issue, or circumstance in the community does this program seek to address? Your discussion should include any relevant physical, economic, social, financial, institutional or other evidence, including, if applicable, the number of youth turned away or on a waiting list, due to lack of space in the program. Cite the sources for any data used to support the need statement.

C. Target Population Provide the projected unduplicated total* of youth (program participants) the proposed program will serve during the program year. State the number of 14-18 year-olds and 19-21 year-olds who will be served, and the number of out-of-school youth and in-school youth in each age category.

Describe target population characteristics, using specific, quantitative projections, including: barriers to employment, race/ethnicity, gender, special needs or disabilities, etc. Also, please answer the following questions:

- Will services be available to residents throughout Cochise County?
- Do you target specific geographic areas or communities within Cochise County?

Describe outreach and recruitment methods.

D. Program Goals/Performance

Describe the ultimate purpose of the proposed program. What outcomes will the program accomplish in terms of participant change? Your response should provide quantitative (numeric) performance goals that address the community need you identified as well as each of the Workforce Investment Act, Title 1B, core indicators of performance listed below that apply to your proposed program. Describe expected qualitative outcomes and the proposed tools for measuring them, such as customer satisfaction surveys and progress reports.

* **An unduplicated total** is the number of individuals served by the entire program in the entire program year. For example, if a program serves ten youth in a summer work experience activity, and, of those ten, five also participate in an after-school mentoring program in the fall, the unduplicated total served is ten.

Core indicators of performance for youth aged 19 through 21 are:

- entry into unsubsidized employment;
- retention in unsubsidized employment 6 months after entry into the employment;
- earnings received in unsubsidized employment 6 months after entry into the employment; and
- attainment of a recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills.

Core indicators of performance for youth aged 14 through 18 are

- attainment of basic skills, and as appropriate, work readiness or occupational skills;
- attainment of secondary school diplomas and their recognized equivalents; and
- placement and retention in post-secondary education or advanced training, or placement and retention in military service, employment, or qualified apprenticeships.

E. Program Activities/Methodology

Outline your plan of action to achieve the goals stated in Section Four, **D.**, above. Describe the process for assessing youth needs and skill levels and developing goals and service strategies with each participant. Clearly state which of the WIA service elements listed below you are requesting Workforce Investment Act, Title 1B funds for. Your proposal must offer a minimum of four of the Workforce Investment Act, Title 1B service elements listed below, plus follow up services for 12 months after a youth exits the program and must outline a strategy for how the remaining required services will be provided for youth.

Workforce Investment Act, Title 1B, Youth Service Elements

ACADEMIC IMPROVEMENT/BASIC SKILLS-

1. Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention;
2. Alternative secondary school services, as appropriate;
Summer employment opportunities directly linked to academic and occupational learning.

WORK-RELATED SKILLS

3. Paid and unpaid work experiences, including internships and job shadowing;
4. Occupational skill training. Instruction in job specific and basic skills in a specific job or industry should be related to local labor market demand. Providers should make every effort to utilize other funding sources to pay for occupational skills training, including Pell Grants and other aid available through Community and Technical Colleges, for example.

KEY SERVICES FOR YOUTH SUCCESS:

5. Leadership development opportunities, which may include such activities as positive social behavior and soft skills, decision making, team work, and other activities as appropriate;
6. Support services, such as transportation, childcare, housing assistance, work clothes, etc.
7. Adult mentoring for at least 12 months;
8. Comprehensive guidance and counseling, including drug and alcohol counseling, as appropriate.

Provide a description of each service element in your proposed program. The description should include quantitative objectives for each proposed activity (e.g. the frequency that each activity will occur and the length and the number of participants per activity.) Plot expected service level by month as follows:

Projected Service Levels					
In-School Youth			Out-of-School		
Month	Enrollments	Exits	Month	Enrollments	Exits
July			July		
August			August		
Sept			Sept		
Oct			Oct		
Nov			Nov		
Dec			Dec		
Jan			Jan		
Feb			Feb		
Mar			Mar		
April			April		
May			May		
June			June		

Responses should describe how the proposed methodology will benefit participants in different target populations, such as in-school and out-of-school participants, 14-18 year-olds and 19-21 year-olds and other target groups. Discuss any unusual features, such as design or technological innovations. Describe how the program will eventually provide activities that involve past participants.

Explain how the overall program will meet the requirements of Workforce Investment Act, Title 1B Section 129 (c) (1) C, which states that the following four overall areas of youth programming must be provided for each participant:

- preparation for postsecondary opportunities, in appropriate cases;
- strong linkages between academic and occupational learning;
- preparation for unsubsidized employment, in appropriate cases; and
 - connections to intermediaries with strong links to the job market and local and regional employers.

Evidence of Best Practice

Applicant should provide evidence of a program's potential for success by documenting: 1) empirical/experiential knowledge; and/or 2) studies conducted by others that demonstrate the impact of similar types of programs or strategies. If applicable, describe any research that exists to support the proposed program's approach to addressing community needs/opportunities.

Consortium Agreement to Establish a One-Stop Operator for the Cochise County Workforce Investment Area

WHEREAS, the Cochise County Workforce Investment Board ("WIB") has been appointed by the Cochise County Board of Supervisors, which is the Local Elected Official ("LEO") for the Cochise County Workforce Area for purposes of the Workforce Investment Act of 1998 ("WIA"); and

WHEREAS, in accordance with Section 121 (ii) of the WIA and Section 662.400(c) of the WIA Rules and Regulations, the undersigned agree to form a consortium of partners to act as the One-Stop Center Operator pursuant to the Cochise County Investment Board Resolution; and

WHEREAS, a consortium of partners consisting of the Arizona Department of Economic Security, Employment Administration, Cochise County Workforce Development, and Cochise College (singularly and collectively, "Partner(s)") have been designated by the WIB and the LEO as Operator of the One-Stop System; and

WHEREAS, all parties have agreed that the purpose of this agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System,

NOW, THEREFORE, THE PARTNERS AGREE AS FOLLOWS:

1. DURATION OF AGREEMENT

This agreement shall commence on July 1, 2008 for an initial term of one year and shall renew each succeeding July 1 unless the Partners terminate this agreement by mutual consent and with at least 30 days notice to the WIB and LEO.

2. ONE-STOP SYSTEM OVERVIEW

As key stakeholders in the ultimate design of the Cochise County Workforce Investment System, all parties having been designated by the WIB as the One-Stop Operator agree that the vision of the One-Stop System and the One-Stop Career Centers (located in Sierra Vista and Douglas) is to provide labor market information, business service, career development opportunities and education services for its customers – the job seeker and the employer community. That as the designated One-Stop Operator, all parties hereto ensure that their customers will benefit from an integrated network of partnership services that strive to understand and respond to the needs of its customers to improve and enhance the economic prosperity of Cochise County.

3. ONE-STOP OPERATOR SERVICES

As a consortium, the One-Stop Operator agrees to provide and make accessible to its customers the following programs, as required or suggested under WIA:

a. Programs offered under WIA Title IB for Adult, Youth and Dislocated Workers
Primary Provider: Cochise County Workforce Development

b. Programs offered under WIA Title II; Adult and Family Literacy and Postsecondary Vocational Education Activities for the Carl D. Perkins Career and

Technical Education Improvement Act of 2006.

Primary Provider: Cochise College

c. Programs offered under WIA Title III; Wagner –Peyser, Unemployment Insurance, Veterans Employment and Training Programs and the Trade Adjustment Act.

Primary Provider: Arizona DES, Employment Administration

d. Programs offered under WIA Title IV

Primary Provider: Arizona DES, Vocational Rehabilitation Services Administration

e. Programs offered under Senior Community Service Employment Program of the Older Americans Act of 1965

Primary Provider: Arizona DES, Division of Aging and Adult Services

f. Programs offered under WIA Title IC, Job Corps

Primary Provider: Job Corps

To ensure full integration of all programs' services stated above, the Operator further agrees to coordinate the following program services of the system for its customers at One-Stop Centers:

Job Seeker Services including, but not limited to:

- Access to the One-Stop Career Center's Resource Room for initial assessment, career planning and job seeking activities
- Labor market information, listings of job vacancies and skills necessary for in-demand occupations and employment trends
- Self-directed and minimal staff assistance for job search and placement assistance
- Information on the full array of occupational and vocational training programs available locally and Statewide
- Assistance in filing claims for unemployment benefits, and financial aid
- Information and referral for child care, transportation, and other needed supportive services

Employer Services including, but not limited to:

- Posting of current job openings for access by local, state or national job seekers
- Employee recruitment assistance
- Employee skills assessment and job tasks analysis
- Local, state and national labor market information, economic development opportunities and worker training grants
- Employer tax credits, on-the-job training, upgrade training, and customized training programs
- Local and state training providers information

4. CUSTOMER SERVICE STANDARDS

The One-Stop Operator assures that:

- Customers will have easy access to programs provided at the One-Stop Centers and affiliate sites locations
- Customers will be provided assistance in accessing the services offered by the local Workforce Investment System

- Customers will be given accurate information and clear expectations about all system programs and services
- Customers will only be referred to programs and services where they might be eligible and where resources exist

5. REFERRAL ARRANGEMENTS

The systematic referral process available at the One-Stop Centers will connect the customer (both Job Seeker and Employer) to the existing workforce investment system of services through a cross referral arrangement between the system Partners and the Operator using a confidential "One-Stop Customer Referral Form".

The Operator agrees to participate with the system Partners in an ongoing cross referral workgroup to:

- Provide feedback on the success of cross referral arrangements
- Further develop agency cross training activities with the system Partners and respective staff for the purpose of promoting customer access to a 'no wrong door' system
- Ensure cross training for respective staff
- Consider co-enrollment options and practices
- Consider the effect of cross-referrals on mutual performance standards and outcomes and
- Continuously improve the joint delivery of services for all customers

6. INFORMATION SHARING

The WIB and the Operator agree to utilize a common data base system, i.e. Arizona Virtual One-Stop, or a subsequent approved system, as its primary case management / labor management information system and to ensure the confidentiality of all sensitive personal information through appropriate data security and sharing agreements.

7. CONTINUOUS IMPROVEMENT

The Operator will develop data collection methods for the purpose of determining the number of customers being served by the system and for the purpose of collecting customer feedback information on improving system services.

8. REPORTING REQUIREMENTS

The Operator agrees to provide the following reports to the WIB on a quarterly basis;

- Report on training activities that have taken place between and among center partners and system stakeholders
- Report on the number of people using the One-Stop Centers and the number of Job Orders placed, as well as the number of job-seekers referred for employment
- Report progress in meeting performance standards among all center partners and system stakeholders

9. MODIFICATION

This Agreement may be modified, altered or amended by the parties hereto, at any time, in whole or in part, by mutual written consent of all parties, by the issuance of

a written amendment, signed and dated by all parties. Amendments shall take affect 30 days after notice is given in writing to the WIB and LEO.

10. SEVERABILITY

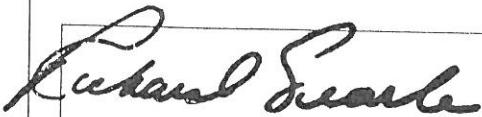
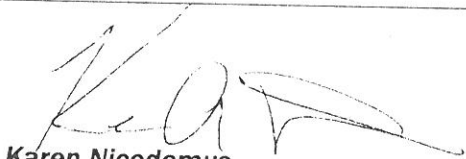
If any part of the Agreement is found to be null and void, or is otherwise stricken, the rest of the Agreement shall remain in full force and effect.

11. APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the applicable Federal laws and regulations governing the Workforce Investment Act of 1998, and other appropriate Federal and Arizona laws and statutes.

12. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so by affixing their signatures:

 Chairman date 6/24/08	Cochise County Workforce Development Cochise County Board of Supervisors
 Rochelle L. Webb Employment Administrator date 6/2/08	Wagner-Peyser, Unemployment Administration, Veterans Employment and Training Programs, and Trade Adjustment Act Programs Arizona DES, Employment Administration
 Karen Nicodemus President	Cochise College

Workforce Investment Act One Stop Partner Memorandum of Understanding with the Cochise County Workforce Investment Board

I. Introduction

This Memorandum of Understanding (hereinafter "MOU") establishes the terms and conditions among the undersigned partners of within the Cochise County One-Stop Career Center System, (hereinafter "Partner (s)") in their efforts is to establish a cooperative working relationship between the parties and to define roles and responsibilities of all interested parties with respect to implementation of a One-Stop Career Center Project.

II. Purpose of the Agreement

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for the delivery of comprehensive workforce development services to job seekers and employers of the region. Further, the purpose of this agreement is to establish an agreement between the above mentioned regarding their respective roles and responsibilities for implementation of the provisions of Section 1219(c)(2) of Title I of the Workforce Investment Act of 1998. The local Workforce Investment system has been designed to promote collaborative employment & training strategies reflecting the particular needs of the area's local and regional economies. The system is built upon a framework of service delivery through comprehensive and affiliate One-Stop Career Centers and a collaborative network of Partner Organizations.

To ensure these services are of the highest quality and meet the expressed needs of Workforce customers, the Cochise County Workforce Investment Board has established the following mission, goals and responsibilities for Workforce Development services:

CCWD' Mission is "Developing tomorrow's workforce today by building partnerships and providing leadership in employment, education and training."

The Cochise County Workforce Investment Board enters into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 are implemented.

- **Universal Access:** All customers, including those with special needs and barriers to employment, will have access to a core set of services at each access point in the One-Stop Career Center System, designed to provide information to make career and labor market decisions. Core and intensive services will be made available at multiple locations. Training and support services will be accessed through initiating transactions at these access points.
- **Integrated Services:** Delivery of services will be enhanced through the integration of planning processes, the coordination of activities and services, and the sharing of information and participant data.
- **Individual Choice:** Customers will have choices in the mechanisms through which to access services and in the services themselves, based on their individual needs and preferences. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities.

- **Program Quality/Accountability:** Design and management of the centers and delivery of services will be responsive to the needs of customers, and customer satisfaction will be a key measure of accountability. The partners agree to support each other in their respective provision of services and to facilitate joint provision of services consistent with the needs of their respective customers, the program goals of the partner organizations, and laws and regulations governing the programs they operate.

The establishment of a system of one-stop career centers and access points is designed to accomplish the following:

- To facilitate the coordination of resources so as to eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers served through the system.
- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

III. Geographic Area Covered by the Agreement

The Geographic Region covered by this agreement is Cochise County Arizona. Cochise County Workforce Development is aligned with Pima, Yuma and Santa Cruz Counties WIRED Region.

IV. One-Stop Center Locations and Operational Infrastructure

Please include information regarding the following:

- Locations of comprehensive
1843 Paseo San Luis, Sierra Vista Arizona, 86635
1706 E.10th Street, Douglas Arizona, 85607

V. Cost Sharing

The contribution must be "proportionate" to the use of the system by individuals attributable to "the partner's program (20 CFR §662.270). The individual resource sharing and referral agreement is attached and is referenced as attachment A.

a. Identification of Operating Budget for One-Stop Delivery System

The One-Stop Administrator will meet individually with each partner to discuss One-Stop Operation costs and propose a cost allocation method for the shared costs. The methodology will be based on the cost allocation considerations discussed below.

b. Cost Allocation and Resource Sharing Methodology

The partners will comply with the Federal Cost Principles set forth in the applicable Office of Management and Budget (OMB) Circulars. The following lists the circulars and corresponding entities:

- OMB Circular A-21 – Cost Principles for Educational Institutions.
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Govts.
- OMB Circular A-122 – Cost Principles for Nonprofit Organizations.

The allocation methodologies used will be based on a measure of relative benefit received that will produce an equitable allocation of costs to the programs.

Measuring benefit received is the critical requirement and central task to be performed in allocating costs. Established cost allocation principles dictate that costs are allocable to a particular cost objective based on benefits received by that cost objective. The cost allocation process that is adopted will be fully documented. The structure and capabilities of the partners' accounting systems will be considered in designing an operable cost allocation process. Each partner must contribute a fair share of the operating costs based on the use of the one-stop delivery system by individuals attributable to the partner's program. There are many bases for allocation to choose from, and the best base is one that allocates costs equitably to all of the partners. There may be multiple allocation bases used within a center and for system costs.

Service delivery will be the prime factor driving operational planning - not cost accounting. However, cost accounting considerations will be part of the planning process. Federal funding sources and good management practices require costs to be accumulated in an organizational structure to control budgets, measure the efficiency of operations and report financial information. The LWIB will negotiate each partner's share of the costs in a way that promotes the principles of proportionate cost sharing. To accomplish this, the LWIB will support the fairness of the negotiated amounts through the use of cost allocation methods or bases.

The LWIB has some latitude for discretion in determining how to share costs, as long as the basis used for cost sharing is compatible with the governing provisions of WIA, other partners' legislation, and the applicable OMB Circulars. Current federal regulations do not provide for "range of tolerance" flexibility. Each partner is accountable for paying costs based on its share of benefit derived. Monthly monitoring of operating reports will allow the partners to see when actual benefits derived and/or actual expenditures vary from their projections. Financial and/or service plans will be adjusted accordingly. As actual expenditures are made, offset plans will be monitored and adjusted so that partners do not owe money at the conclusion of the partnership agreement. Adjustment requests will be reviewed no less than quarterly, more frequently if the variances are large.

i. Payment System and timeline

The payment system for those shared costs to operate the One-Stop Center is to be paid within thirty days from the first of the month due date to the One-Stop administration.

ii. Alteration provisions

Should the partner want to alter the cost sharing arrangement based on benefits derived, as indicated above there will be a minimum quarterly opportunity for re-negotiation.

iii. Audit Responsibilities

The Partners agree that the partner, who bears the responsibility for record keeping, shall bear the responsibility for audits and audit costs.

VI. Supportive Services

The partners agree to coordinate supportive services for the individual and their families within the boundaries of their respective capacities. This will be tracked and accounted for in the case management process.

VII. Business services

The local One-Stop agrees to provide the listed services below to all employers within the One-Stop jurisdiction.

- Recruitment, orientation and referral of qualified job seekers to job vacancies
- Employment service and employment information
- Labor market information
- Information regarding the Arizona Job Training Program
- Connection to economic development resources
- Rapid response and plant closure assistance
- Resource referral

VIII. Customer Satisfaction

The accountability system should measure the success of the One-Stop Delivery system in ensuring employers and workforce development participants are highly satisfied with workforce development services. This will be done with surveys within an agreed upon two week period every quarter and the results will be shared and posted within the One-Stop Center in addition the actions taken as a result will also be posted.

IX. Continuous Improvement

All partners will participate on the Continuing Improvement Committee (CIC) by designating a representative to serve on this committee. This designee will attend the bi-monthly meetings in an effort to help improve our services through evaluation and customer feedback. Partners will actively participate in any staff meetings conducted for the purpose of operation of the One Stop System or specific One Stop Career Centers.

X. Performance Accountability

All partners agree to meet quarterly to exchange information about performance goals and the attainment of those goals by the partners. Partners will develop strategic plans on how to assist each other in meeting those performance goals whenever possible. The shared data collection system will be the primary source of shared program performance data once all partners implement it. Partner agencies will be held accountable for performance as specified within their scope of work.

All partners in the One-Stop Delivery system will:

- Adhere to prescribed reporting schedules
- Provide required performance data in a compatible format to the Local Workforce Investment Board on a quarterly basis
- Agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the Local Workforce Investment Board (LWIB) system.

XI. Referral Process/Methods Between Organizations

The partners agree to provide value-added referrals for customers for additional services with other partner agencies when those customers are deemed in need of such additional

services. It is agreed the One-Stop Delivery system partners of this signed MOU will conduct referral for services in the following manner. All customers referred for services will:

1. Receive a written or electronic referral form with the date, time, and place of the appointment.
2. All appointments will be scheduled within three working days.
3. The individual making the appointment will follow-up with the customer within three working days of the scheduled appointment date.

b. Referral Point of Contact for each organization

The partners agree to provide a referral point of contact including name, title, and associated phone number, e-mail address and fax number for the referral point. The partner organizations agree to provide this information within two weeks of the official signing of this MOU. The partners further agree to keep this information current should changes be necessitated.

c. Co-enrollment

The partners agree to co-enroll participants in multiple partner programs whenever appropriate and as eligibility and other program regulations allow. The objective of such co-enrollment is to broaden the service options for participants and to respond to unmet training, supportive service, and placement support needs. Furthermore, co-enrollment allows the partners to share credit for outcomes. All partners agree to:

- Review and revise enrollment procedures to facilitate co-enrollment whenever possible and appropriate.
- Cross-train partner staff in enrollment procedures and requirements to facilitate co-enrollment as needed and allowable under each program's regulations and policies.
- With the informed consent of the affected participant share participant information (including eligibility and assessment information) to minimize participants' needs to have to provide similar or identical information to more than one of the partners.

c. Appointment Scheduling

The partners agree to coordinate appointment scheduling activities to facilitate customer flow and service among the partners.

XII. Capacity Building

Partners to the MOU agree to a high level of professional standards related to One-Stop staff competencies and protocols, as well as a professional environment for customers of the affiliate site(s). In order for the "universal" customer to receive seamless services in a true One-Stop environment it is imperative that all partners in the system understand each partner organization, their services and their goals. Each partner agrees to provide training to the other partners in the system where appropriate and allowable under each program's regulations and policies. Each partner also agrees to attend training given by other organizations within the One Stop System.

It is understood all organizations participating need to achieve specific program goals and that by supporting each other through training and team work, the One Stop System will result in increased goal achievement by all of the partners. As with all aspects of joint

planning, capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement. The partners agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.

XIII. Marketing and Outreach

The partners to the MOU agree to collaborative marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the local One-Stop system. The cost for the development, production and distribution will be a part of the cost allocation plan based on benefit received.

The following resources are or may become available to enhance joint marketing efforts*:

- Web site development
- Public education/information
- One Stop brochures/flyers regarding program services offered
- Television or radio
- Newspapers

*DES/Employment Administration will contribute by providing marketing information for the programs it administers. DES/Employment Administration will not contribute funds to secure advertising and marketing unless those costs are specifically approved and allowed by the Department of Labor.

XIV. Duration of the Agreement

This MOU will commence on July 1, 2008 for an initial term of two years and shall remain in effect through June 30, 2010 with an amendment clause of 30 days unless the local Workforce Investment Board amends or terminates this MOU. Subject to paragraph XVIII, any partner may withdraw from this MOU upon 30 days written notice to the WIB.

XV. Confidentiality

The partners agree to share customer information only for the benefit and with the expressed and informed consent of the participant and- if applicable-the participant's parent or guardian. Informed consent will be documented on the "Release of Information" form attached to this agreement, except as otherwise required by law.

XVI. Dispute Resolution Process

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.

- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute unless otherwise governed by federal or state requirements having jurisdiction over the program.

XVII. Indemnification/Hold Harmless

Each party hereby agrees to indemnify, defend and hold harmless all other parties identified in section 7 above of this MOU from and against all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XVIII. Non-participation by a required partner

If a required partner elects not to participate in this MOU, that partner may not be represented on the local WDB. All efforts must be made to meet and confer and to come to agreement on the issue(s) involved. Alternative representative(s) must be sought which represent the required partner or funding stream.

XIX. Severability Clause

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and respective successors and assigns where permitted by this Agreement.

XX. Insurance

All parties agree to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XXI. Assurance and Non-Discrimination Clause

The WIB and the identified partners herein described as parties to this MOU accept the assurances and certifications identified in this section. Through the signing of this MOU, the parties agree to the provision contained in each of the documents identified below and incorporated by reference into this agreement.

- A. Assurances - Non-Construction Programs
- B. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction
- C. Certifications Regarding Lobbying, Debarment, Suspension, Drug-Free Workplace
- D. Certification of Release of Information
- E. Nondiscrimination of Equal Opportunity Requirements of WIA

Specifically during the performance of this MOU, the parties shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or sexual orientation. The parties also agree to abide by the provisions of Executive Order 11246 on nondiscrimination and, accordingly,

will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disability or national origin.

Nothing herein shall be construed as obligating the parties to expend funds or be construed as involving the parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

XXII. Whole Document

There are no other agreements or understandings, written or oral, between the undersigned other than as set forth herein. This MOU shall not be modified or amended except by a written document executed by both parties to this MOU pursuant to the terms for amending the document set forth herein above.

XXIII. Disabilities Services

Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this agreement will assure that the following is provided, to the extent possible, in the One-Stop delivery system.

- a. One-Stop center facilities that are programmatically and architecturally accessible;
- b. Program access for individuals with disabilities
- c. Reasonable accommodations for individuals with disabilities

XXIV. Data Access

Records of common clients who receive services funded through Wagner-Peyser, Title 1B or other USDOL-funded employment programs, who also receive services from a Partner program, will be maintained in a workforce case management and reporting system provided by the Department of Economic Security.

Partners who wish to obtain access to workforce case management and reporting system may do so under the terms and conditions of this Memorandum of Understanding if the following conditions are met:

1. The Partner is responsible for all costs associated with data access (e.g. hardware and software, phone lines, monthly connection charges, fees for usage).
2. The Partner agrees to adhere to state and local policies governing confidentiality, data usage, and standards for data entry.
3. Each Partner staff member who requires access will follow the security access procedures established by the Department of Economic Security and sign the appropriate data access forms prior to receiving access.

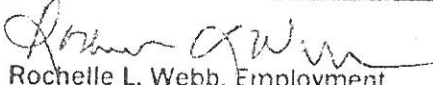
XXV. Signatures

Partner is an entity which receives a grant or administers a program for job seeker or employer participants of the Workforce Investment system, whether at a One-Stop Center or at another location. Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR§662.200. Additional Partners to this Agreement may be so designated by the local Workforce Investment Board.

	Department of Housing & Urban Development Employment & Training Activities

Additional Partner Organizations:

Representing:

 Rochelle L. Webb, Employment Administration, Administrator	TANF Employment and Training; Food Stamp Employment and Training
--	---

Title IB Operator

Chair Local Workforce Investment Board

Signature

Signature

Name, Title

Name, Title

Agency/Organization Name

Agency/Organization Name

Address

Address

City, State, Zip

City, State, Zip

Telephone Number

Telephone Number

Fax Number

Fax Number

Email Address

Email Address

Handwritten:
1/30/13

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Cochise County Workforce Development, Inc. 900 Carmelita Dr. Sierra Vista, AZ 85635	2. CONTRACT ID NUMBER DE101055001
	3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 13.0, Amendments and Modifications, the following changes of net square feet of work space have been made to the contract:

Section 4.3 is replaced in its entirety with:

- 4.3 Cochise County Workforce Development, Inc. shall provide the DES with 248 net square feet of workspace at Location II - Douglas (Section 5.1 Occupancy Information) for the DES staff and shall provide the necessary common area needed for the DES staff to perform work duties

Section 5.1 is replaced in its entirety with:

- | | |
|---|---|
| 5.1 Site Location(s)
Location I – Sierra Vista
Cochise County Workforce Development, Inc.
1843 Paseo San Luis, Sierra Vista, AZ 85637-1373 | Location II – Douglas
Cochise County Workforce Development, Inc.
515 E 7th St, Douglas, AZ 85607-1919 |
|---|---|

Section 5.4 is replaced in its entirety with:

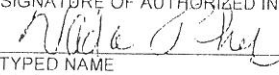
- 5.4 Total gross square feet of Cochise County's WDI's space in Douglas is 3,969. Number of Cochise County WDI workstations 15 and 1,041 square feet. Number of DES workstations 3 and 248 square feet. Cochise County WDI's percent of common area is 93.75% and 2,512.54 square feet. DES's percent of common are is 6.25% and 167.46 square feet.

Section 5.6 is replaced in its entirety with:

- 5.6 Cochise County WDI will invoice DES \$3,759.14 based upon EA's \$2,143.76 for their 16.00% and RSA's \$1,176.92 for their 10.50% share if the occupancy costs for Sierra Vista as per Section 5.3 and \$6,200.16 for EA's 6.25% share of the occupancy costs in Douglas as per Section 5.4. This is based on the annual per square foot rate in Sierra Vista of \$1.86 times 1,788.31 square feet allocated divided by 12 months and the annual per square foot rate in Douglas of \$1.15 times 415.46 square feet allocated divided by 12 months,

Therefore by mutual agreement, beginning on July 15th 2013, the modified spaces began to be occupied by the parties.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR COCHISE COUNTY WORKFORCE DEVELOPMENT, INC.
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Francine Whittington, CPPB	TYPED NAME Vada Phelps
TITLE Procurement Manager	TITLE Executive Director
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

This Contract is between the Arizona Department of Economic Security ("DES") and Cochise County Workforce Development, Inc.

WHEREAS Cochise County Workforce Development, Inc. is:

☒ a Non-profit Organization as defined in the Office of Management and Budget (OMB) Circular A-122;

☐ a For-profit Organization; and

WHEREAS DES is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE, DES and Cochise County Workforce Development, Inc. agree to abide by all the terms and conditions set forth in this Contract.

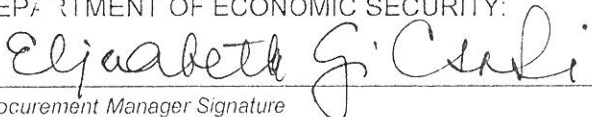
Contract Term: This contract shall be effective on the date of the last required signature and shall terminate on June 30, 2014, unless extended in accordance with DES Special Terms and Conditions.

In accordance with A.R.S. § 37-393.06, DES and Cochise County Workforce Development, Inc. certifies that DES and Cochise County Workforce Development, Inc. do not have scrutinized business operations in Iran.

In accordance with A.R.S. § 37-391.06, DES and Cochise County Workforce Development, Inc. certifies that DES and Cochise County Workforce Development, Inc. do not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:



Procurement Manager Signature

Elizabeth G. Csaki, CPPB

Typed Name

Professional Services Unit Manager

Title

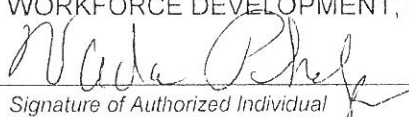
Date

6/3/2010

DE101055-001

DES Contract I.D. No.:

FOR AND ON BEHALF OF COCHISE COUNTY
WORKFORCE DEVELOPMENT, INC.



Signature of Authorized Individual

Vada Phelps

Typed Name

Executive Director

Title

Date

5/17/2010

Cochise County Workforce Development, Inc.,

FEI Number:

860485021 00

Mailing Address:

900 Carmelita Drive

Sierra Vista, Arizona 85637

Contact Name: Vada Phelps

Title: Executive Director

Phone Number: 520-458-9309

Fax Number: 520-417-9910

E-Mail Address: vada.phelps@cpic-cas.org

**SCOPE OF WORK DIRECT CONTRACT
COCHISE COUNTY ONE STOP CENTER AND THE
ARIZONA DEPARTMENT OF ECONOMIC SECURITY/
EMPLOYMENT ADMINISTRATION AND
REHABILITATION SERVICES ADMINISTRATION**

1.0 ADES MISSION AND VISION STATEMENTS

1.1 ADES VISION: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES MISSION: The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.

2.0 Purpose

2.1 The purpose of this Contract is to provide the required one-stop services outlined in 20CFR662.200.as required under the Workforce Investment Act of 1998. As a mandated partner in the One-Stop service delivery system, the Department must provide services in the identified one-stop facility within each Local Workforce Investment Area (LWIA). This Contract outlines the provisions under which the Department will provide those services.

2.2 Legal Authority – for service and for DES to enter into contracts or the statewide: authority include: A.R.S. §41-1954.A.6 provides the Department the authority to contract and incur obligations within the general scope of its activities and operations

2.3 Definitions

2.4 “Cochise County Workforce Development, Inc.” is the party who is providing the One-Stop location space.

2.5 “Cochise County Workforce Development, Inc. Site Location” means the facility where the integration of One-Stop program services will occur.

2.6 “DES” means the party who is locating with Cochise County’s Workforce Development, Inc. at the One-Stop facility.

2.7 “Contract” means the executed agreement between the governmental parties.

3.0 SERVICE DESCRIPTION

3.1 Provision of services to clients under the Workforce Investment Act of 1998. To consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and for other purposes.

4.0 RESPONSIBILITIES

4.1 DES and Cochise County Workforce Development, Inc. agree as follows:

4.2 Cochise County Workforce Development, Inc. shall provide DES with 1,788.31 (EA 1,152.56, RSA 632.75) square feet of workspace at Location I (Section 13.1 Occupancy Information) for DES staff and which includes the necessary common area needed for DES staff to perform work duties.

4.3 Cochise County Workforce Development, Inc. shall provide DES with 442.89 (EA) square feet of workspace at Location II (Section 13.2 Occupancy Information) for DES staff and which includes the necessary common area needed for DES staff to perform work duties.

4.4 DES will reimburse Cochise County Workforce Development, Inc. for usage of the workspaces and a percentage of the common areas used by DES staff at both locations on a monthly basis.

5.0 OCCUPANCY INFORMATION

5.1 Site Location(s)

Location I – Sierra Vista

Cochise County Workforce Development, Inc.
1843 Paseo San Luis

Sierra Vista, Arizona 85637-1373

Location II - Douglas

Cochise County Workforce Development, Inc.
1706 East 10th Street

Douglas, Arizona 85607-1919

5.2 **Costs:** DES will reimburse Cochise County Workforce Development, Inc. for its share of the costs at the above locations (Section 5.1). The determination of the proportionate share of monthly occupancy costs, as well as other costs herein, is based on the square foot allocation as shown below:

5.3 Location I – Sierra Vista

Total square feet of Cochise County Workforce Development, Inc.'s space in Sierra Vista is 6000.

Number of Cochise County Workforce Development workstations 8 and 3,589.99 direct square feet.

Number of DES workstations 10 and 1,512.76 direct square feet.

Number of EA workstations 5 and 988.00 direct square feet.

Number of RSA workstation 5 and 524.76 direct square feet.

Cochise County Workforce Development's percent of area 73.50% and 755.95 common square feet.

EA's percent of area 16.00% and 164.56 common square feet.

RSA's percent of area 10.50% and 107.99 common square feet.

- 5.4 Location II – Douglas
 Total gross square feet of Cochise County's Workforce Development, Inc.'s space in Douglas is 3,400.
 Number of Cochise County Workforce Development workstations 2 and 305 square feet.
 Number of DES workstations 2 and 367.58 square feet.
 Cochise County Workforce Development's percent of common area is 89% and 2,652.11 square feet.
 DES's percent of common area is 11% and 75.31 square feet.
- 5.5 The occupancy costs at both locations will include the following services:
 Electricity
 Gas (if applicable)
 Water/sewer
 Trash
 Janitorial (including the routine cleaning of floor coverings)
 Exterior ground maintenance.
 Local phone services.
- 5.6 Cochise County Workforce Development, Inc. will invoice DES \$3,759.14 based upon EA's \$2,143.76 for their 16.00% and RSA's \$1,176.92 for their 10.50% share of the occupancy costs for Sierra Vista as per Section 5.3 and \$438.46 for EA's 11.00% share of the occupancy costs in Douglas as per Section 5.4. This is based on the annual per square foot rate in Sierra Vista of \$1.86 times 1,788.31 square feet allocated divided by 12 months and the annual per square foot rate in Douglas of \$0.99 times 442.89 square feet allocated divided by 12 months.
- 5.7 Cochise County Workforce Development, Inc. shall ensure maintenance of the structural elements, heating, cooling and other systems of the provision of services space/facility.
- 5.8 Any requests by DES for changes, alterations or modifications to the provision of services space after move in will be submitted to Cochise County Workforce Development, Inc.'s designated site person per Section 10.3 for processing the work order to the appropriate Cochise County Workforce Development, Inc. personnel. If the work order is approved, the costs will be billed to the appropriate DES program at the address in Section 10.2.
- 5.9 Any request for an exterior sign(s) must be approved in advance by Cochise County Workforce Development, Inc.. Signage requests must comply with all City code/ordinance requirements and in non-owned facilities will also require advance approval regarding any sign requirements/standards that they may have. Upon termination of this Contract, any costs to remove a sign(s) and/or to return the building to its original conditions, installed at DES's request, will be assigned to DES.
- 5.10 Any changes to DES' direct costs shall be justified, separately negotiated and included as amendments to this Contract.

6.0 TELECOMMUNICATIONS, VOICE/DATA

- 6.1 The percentage of the communication costs are integrated into the Utilities line item and are part of DES' total monthly charges as agreed. DES will not be billed separately for these costs.
- 6.2 DES/EA at the Location I site (Sierra Vista) will provide the following voice requirements, wiring, and installation as identified:
- | | |
|--|---|
| ☐ Instruments/lines | ☒ Fax machine – Resource Room/Office Area |
| ☐ Voice Mail | ☒ UI Ring Down Phone Line |
| ☐ T-1 Line(s) | ☒ Maintenance and repair of instruments |
- 6.3 DES/RSA at the Location I site (Sierra Vista) will provide the following voice requirements, wiring, and installation as identified:
- | | |
|--|--|
| ☐ Instruments/lines | ☐ Fax machine – Resource Room/Office Area |
| ☐ Voice Mail | ☐ T-1 Line(s) |
| ☐ Maintenance and repair of instruments | |
- 6.4 Cochise County Workforce Development, Inc. at the Location I site (Sierra Vista) will provide the following voice requirements, wiring, and installation as identified:
- | | |
|---|---|
| ☒ Instruments/lines | ☒ Fax machine |
| ☒ Voice Mail | ☒ Maintenance and repair of instruments |
| ☒ T-1 Line(s) | |
- 6.5 DES/EA at the Location II site (Douglas) will provide the following voice requirements, wiring, and installation as identified:
- | | |
|--|---|
| ☐ Instruments/lines | ☒ Fax machine – Office |
| ☐ Voice Mail | ☒ UI Ring Down Phone Line |
| ☐ T-1 Line(s) | ☒ Maintenance and repair of instruments |
- 6.6 Cochise County Workforce Development, Inc. at the Location II site (Douglas) will provide the following voice requirements, wiring, and installation as identified:

- | | |
|---|---|
| ☒ Instruments/lines | ☒ Fax machine |
| ☒ Voice Mail | ☒ Maintenance and repair of instruments |
| ☒ T-1 Line(s) | |

6.7 **Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment. RSA employees will receive a long distance phone code that they will use when making long distance phone calls. A Contractor's monthly phone invoice shall detail the long distance phone calls by employee names.

6.8 **Data Communications**

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

7.0 **OFFICE FURNITURE & EQUIPMENT**

7.1 DES/EA will provide the following at the Location I (Sierra Vista) site:

- | | |
|--|---|
| ☒ Office supplies for EA staff | ☐ Partitioned workstation(s) |
| ☒ Desk(s) | ☒ Chair(s) |
| ☒ Side chair(s) | ☒ File cabinet(s) |
| ☒ Copier(s) Resource Room | ☐ Modular workstations |

7.2 DES/RSA will provide the following at the Location I (Sierra Vista) site:

- | | |
|---|---|
| ☒ Office supplies for DES/RSA staff | ☐ Partitioned workstation(s) |
| ☐ Desk(s) | ☒ Chair(s) |
| ☒ Side chair(s) | ☒ File cabinet(s) |
| ☐ Modular workstations | |

7.3 Cochise County Workforce Development, Inc. will provide the following at the Location I (Sierra Vista) site:

- | | |
|--|---|
| ☐ Modular workstation(s) | ☐ Counter workstation(s) |
| ☐ Double Pedestal Desk(s) | ☐ Chair(s) |
| ☐ Side chair(s) | ☐ File cabinet(s) |
| ☒ Computer table (s) | ☐ Copier(s) |
| ☒ Office supplies for Cochise County Workforce Development, Inc. staff | |

7.4 DES/EA will provide the following at the Location II (Douglas) site:

- | | |
|---|---|
| ☒ Office supplies for DES staff | ☐ Partitioned workstation(s) |
| ☐ Desk(s) | ☒ Chair(s) |
| ☒ Side chair(s) | ☒ File cabinet(s) |
| ☐ Computer table (s) | ☒ Copier(s) Resource Room |
| ☐ Modular workstations | |

7.5 Cochise County Workforce Development, Inc. will provide the following at the Location II (Douglas) site:

- | | |
|--|--|
| ☐ Modular workstation(s) | ☒ Counter workstation(s) |
| ☐ Double Pedestal Desk(s) | ☐ Chair(s) |
| ☐ Side chair(s) | ☐ File cabinet(s) |
| ☐ Computer table (s) | ☒ Copier(s) |
| ☒ Office supplies for Cochise County Workforce Development, Inc. staff | |

7.6 The purchasing party shall retain all furniture and office equipment purchased during the term of this Contract.

7.7 **Equipment Supplies – Sierra Vista**

The equipment supplies use such as paper, toner and maintenance costs are the responsibility of each program.

7.8 **Equipment Supplies – Douglas**

The equipment use such as the copy machine(s), printer(s) general supplies such as paper and toner and the maintenance of the equipment costs are integrated into DES total monthly charges.

7.9 **Office Supplies – Sierra Vista and Douglas**

Each party will be responsible for providing their staff with office supplies needed to perform their work duties.

8.0 **REPORTING REQUIREMENTS**

8.1 Insurance Certificates – Submit to contact stated in 10.2

9.0 **PAYMENT REQUIREMENTS**

- 9.1 Cochise County Workforce Development, Inc. shall submit an invoice to DES within 15 days following the closure of the month for the facility spaces provided to DES.
- 9.2 The location cost associated with this Contract will be effective on the date of move-in.
- 9.3 Invoices shall be submitted to the address shown in Section 10.2.
- 9.4 DES shall prepare and issue a warrant within thirty-days (30) of receipt of an invoice from Cochise County Workforce Development, Inc. The warrant shall be submitted to the address shown in Section 10.1.

10.0 NOTICES

- 10.1 All notices to the regarding this Contract shall be sent to the following address:

Vada Phelps, Executive Director
Cochise County Workforce Development, Inc.
900 Carmelita Drive
Sierra Vista, AZ 85637
Phone: 520-458-9309
Fax: 520-417-9910
E-mail: vada.phelps@cpic-cas.org

- 10.2 All notices to DES regarding this Contract shall be sent to the following address:

Kathryn Todd, Programs & Projects Specialist
Budget & Planning Unit
AZ/DES/Employment Administration
1789 West Jefferson Road Site Code: 734A
Phoenix, Arizona 85007
Phone: 602-542-0929
Fax: 602-542-3690
E-mail: KTodd@azdes.gov

- 10.3 The following One Stop Career Center Coordinators will handle routine non-monetary issues or concerns:

Vickie Simmons
Deputy Director
Cochise County Workforce Development, Inc.
1843 Paseo San Luis
Sierra Vista, AZ 85637
Phone: (520) 458-9309
E-mail: v.simmons@cpic-cas.org

- 10.4 Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated above.

- 10.5 All notices shall reference the contract number as indicated on the signature page of this Contract.

11.0 DISPOSITION OF PROPERTY

- 11.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Contract as authorized in that party's rules and regulations.

12.0 NON-AVAILABILITY OF FUNDS

- 12.1 Every payment obligation of DES under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by DES at the end of the period for which funds are available. No liability shall accrue to DES in the event this provision is exercised and DES shall not be obligated, or liable for any future payments of, for any damages as a result of termination under this paragraph.

13.0 AMENDMENTS OR MODIFICATIONS

- 13.1 This Contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Contract, unless done in writing and signed by the authorized representative of the respective parties.

13.2 Exceptions

Either party shall give written notice to the other party of any non-materials alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.
4. Changes in contract related personnel positions of Cochise County Workforce Development, Inc. which do not affect staffing ratios, staff qualifications

or specific individuals required under this contract.

14.0 VETERANS' PRIORITY PROVISIONS

14.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETs/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

15.0 AMERICANS WITH DISABILITIES ACT

15.1 Both parties to this Contract shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

16.0 SALARY AND BONUS LIMITATIONS

16.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

17.0 EMPLOYMENT DISCLAIMER PROVISION

17.1 This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

18.0 CONFIDENTIALITY OF RECORDS

18.1 Cochise County Workforce Development, Inc. shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Master Program Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

37.0 ATTACHMENTS

- 37.1 Cochise County Workforce Development, Inc. shall comply with the attached:
- 37.1.1 Attachment 1 Assurances and Certification Signature Page
 - 37.1.2 Attachment 2 Procurement Contract Provisions
 - 37.1.3 Attachment 3 Retention and Access Requirements for Records
 - 37.1.4 Attachment 4 Assurances – Non-Construction Programs
 - 37.1.5 Attachment 5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - 37.1.6 Attachment 6 Certification Regarding Lobbying
 - 37.1.7 Attachment 7 Drug-Free Workplace Certification
 - 37.1.8 Attachment 8 Nondiscrimination & Equal Opportunity Assurance
 - 37.1.9 Attachment 9 Certification of Release of Information
 - 37.1.10 Attachment 10 Certificate Regarding Environmental Tobacco Smoke
 - 37.1.11 Attachment 11 Other Administrative Requirements
 - 37.1.12 Attachment 12 OMB Circular A-87 Revised
 - 37.1.13 Attachment 13 WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

38.0 EXHIBITS

- 38.1 None

ATTACHMENT 1

ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE

The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below:

- A. Assurances - Non-Construction Programs (SF 424 B)
- B. Certification Regarding Debarment and Suspension.. (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug Free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),
- F. Certification of Release of Information
- G. Certification Regarding Environmental Tobacco Smoke
- H. Other Administrative Requirements
- I. OMB Circular A-87 Revised

APPLICANT NAME and LEGAL ADDRESS:

Vada Phelps, Executive Director
Cochise County Workforce Development, Inc.
900 Carmelita Drive
Sierra Vista, Arizona 85637

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Cochise County Workforce Development, Inc. need only submit and return this signature page with the Intergovernmental Service Agreement. All other instructions shall be kept on file by Cochise County Workforce Development, Inc.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Executive Director

TITLE

Cochise County Workforce Development, Inc.

ORGANIZATION

5/17/10
DATE SUBMITTED

ATTACHMENT 2

29 CFR 97.36 – Procurement - Contract Provisions

(i) **Contract provisions.** Cochise County Workforce Development, Inc.'s and its sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by Cochise County Workforce Development, Inc. or its sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Cochise County Workforce Development, Inc. and the Department of Economic Security or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by Cochise County Workforce Development, Inc. and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Cochise County Workforce Development, Inc. and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by Cochise County Workforce Development, Inc., the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after Cochise County Workforce Development, Inc. or sub-grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995]

ATTACHMENT 3

29 CFR 97.42 - Retention and access requirements for records

(a) **Applicability.**

- (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Cochise County Workforce Development, Inc. or sub-grantees which are:
 - (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
 - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
- (2) This section does not apply to records maintained by Cochise County Workforce Development, Inc. or sub-grantees. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) **Length of retention period.**

- (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
- (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with Cochise County Workforce Development, Inc. and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to Cochise County Workforce Development, Inc. or sub-grantee.

(c) **Starting date of retention period**

- (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day Cochise County Workforce Development, Inc. or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day Cochise County Workforce Development, Inc. submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day Cochise County Workforce Development, Inc. submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
- (2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
- (3) Records for income transactions after grant or sub grant support. In some cases Cochise County Workforce Development, Inc. must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of Cochise County Workforce Development, Inc.'s fiscal year in which the income is earned.
- (4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to Cochise County Workforce Development, Inc.) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

ATTACHMENT 3 CONTINUED

- (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to Cochise County Workforce Development, Inc.) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- (d) **Substitution of microfilm.** Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- (e) **Access to records**
 - (1) Records of Cochise County Workforce Development, Inc. and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Cochise County Workforce Development, Inc. and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
 - (2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- (f) **Restrictions on public access.** The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Cochise County Workforce Development, Inc. and sub-grantees are not required to permit public access to their records.

ASSURANCES NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Personnel Act of 1970 (42 U.S.C. § ~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-372) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § ~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § ~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § ~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § ~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § ~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. § ~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-Contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT 5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

ATTACHMENT 6

CERTIFICATION REGARDING LOBBYING

Certification of Contracts, Grants, Loans, and Cooperative Contracts

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1372, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTACHMENT 7

DRUG-FREE WORKPLACE CERTIFICATION

Cochise County Workforce Development, Inc. certifies it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - c. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
4. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
5. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
Cochise County Workforce Development, Inc. may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, Gila-Pinal WIB, state, zip code):

Check () if there are workplaces on file that are not identified here.

ATTACHMENT 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all Contracts the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

ATTACHMENT 9

CERTIFICATION OF RELEASE OF INFORMATION

This certification is executed with the signing of the certification signature page and submission with the Contract package.

CERTIFICATION FOR RELEASE OF INFORMATION

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, "shall constitute the necessary certification."

CERTIFICATION

"The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive."

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

ATTACHMENT 10

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C:

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

ATTACHMENT 11

OTHER ADMINISTRATIVE REQUIREMENTS

In performing its responsibilities under this Contract, the grantee further certifies and assures that it will fully comply with:

29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and the 29 CFR Part 97 clarifications and exceptions specified below:

29 CFR 97.26 - Program Income.

Cochise County Workforce Development, Inc. **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Contract.

29 CFR 97.31 – Property

Real property includes both real property acquired under this Contract and real property transferred to this Contract from prior Contracts.

29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies

Equipment and Supplies includes both equipment and supplies acquired under this Contract and equipment and supplies transferred to this Contract from prior Contracts.

Financial Reporting

29 CFR 97.41 (a) and (b)

These are the general parameters for financial reporting.

29 CFR 97.41 (b)

The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Contract until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

29 CFR 97.41 (b) (2)

This requires Cochise County Workforce Development, Inc. to report program outlays (expenditures) on an accrual basis.

29 CFR 97.41 (c) (1)

The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

OMB Circular A-87 Revised

Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Contract except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). **Pursuant to 20 CFR 652.8(d)(2), the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).**

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

- (i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;
- (ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and
- (iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Contract.

29 CFR PART 96 and 99 (Audit Requirements)

These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

POLICY: WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

PROCEDURES: Reporting of Fraud & Abuse: Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at www.oig.dol/hotnet1.htm, or, by FAX to 202-693-5210.

All grantees/Cochise County Workforce Development, Inc. staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue NW, Washington DC 20210 for processing.

UNIFORM TERMS AND CONDITIONS
Version 7

- 1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 **Contract Interpretation**

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No 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 and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract administration and operation.**
- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 **Costs and Payments**

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor

shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the, contractor

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

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

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6 Risk and Liability

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

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this

Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

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

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

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

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall

maintain all applicable licenses and permit requirements.

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

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

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

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in

procuring materials or services in substitution for those due from the Contractor.

- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 Arbitration.
The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Standard/ No Auto

- 1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.3 **"May"** indicates something that is not mandatory but permissible.
- 1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.6 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
 2. Summary schedule of prior audit findings
 3. Auditor's Reports (detailed in the A-133)
 4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion

of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 **Availability of Funds.**

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 **Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 **Certification of Cost or Pricing Data.**

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 **Certification Regarding Lobbying.**

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

8.0 **Code of Conduct.**

8.1 The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;

3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a **political** consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

- 9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

- 10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- 10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

- 11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

- 12.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State.
- 12.3 The State shall have the unilateral right to extend the contract period for four (4) additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

- 12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).
- 13.0 Cooperation.**
- 13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 14.0 Data Sharing Agreement.**
- 14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.
- 15.0 Equipment.**
- 15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.
- 16.0 Eligibility for State or Local Public Benefits; Documentation and Violations.**
- 16.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

17.0 Evaluation.

- 17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
- 17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

- 18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

19.0 Fair Hearings and Service Recipients' Grievances.

- 19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

- 20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 Fees and Program Income.

- 21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

- 22.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
2. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).
5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 Inclusive Contractor.

- 23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 Indemnification Clause:

- 24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 Insurance Requirements:

- 24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.
1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

 - a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
 - b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 2. **Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
• Each Accident	\$ 500,000
• Disease – Each Employee	\$ 500,000
• Disease – Policy Limit	\$1,000,000

 - a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.
- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the **Scope of Work Reporting Requirements** specifies otherwise. **The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

- 25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 26.0 **Levels of Service.**
- 26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- 26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 26.3 Any administration within the Department may obtain services under this contract.
- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
- 27.0 **Monitoring.**
- 27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- 28.0 **Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- 28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
- "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a

person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 Notices. In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 Offshore Performance of Work Prohibited.

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

31.0 Order of Precedence.

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 1. Division/Administration Special Terms and Conditions;
 2. ADES Special Terms and Conditions;
 3. Uniform Terms and Conditions;
 4. Scope of Work or Specification;
 5. Attachments;
 6. Exhibits;
 7. Documents referenced or included in the Solicitation.

32.0 Pandemic Contractual Performance.

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 Payments. In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:

1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.

10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

43.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

44.0 Substantial Interest Disclosure.

44.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

44.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

44.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

45.0 Supporting Documents and Information.

45.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the

Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

46.0 Suspension or Debarment.

46.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

47.0 Technical Assistance.

47.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

48.0 Termination for Any Reason.

48.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

48.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.

48.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

49.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

49.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

50.0 Transfer of Knowledge.

50.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

51.0 Transition of Activities.

51.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

52.0 Unallowable Costs.

52.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

52.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

53.0 **Visitation, Inspection and Copying.**

53.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

54.0 **Warranty of Services.**

54.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

EMERGENCY PROCEDURE HANDBOOK

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EMERGENCY NUMBERS

POLICE	911
FIRE - PARAMEDICS.....	911
POLICE	520-458-3311
BUILDING SECURITY	
BUILDING MANAGER	
POISON CONTROL CENTER <i>Name</i>	1-800-222-1222
DES OFFICE OF RISK MANAGEMENT	602-229-2760
DES OFFICE OF FACILITIES MANAGEMENT	602-542-3325
ADOA WORKERS COMPENSATION UNIT	602-542-WORK(9675) or 1-800-837-8583

The information contained in this handbook is not all inclusive, but covers most actions that should be taken in the event of an emergency. Common sense must prevail when instructions are not available or do not fit your particular needs. If you have questions concerning a unique situation not covered in this handbook, contact your supervisor, the DES Office of Risk Management or the DES Office of Facilities Management.

Arizona Department of Economic Security

Equal Opportunity Employer/Program - Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-220-2760; TTY/TDD Services: 7-1-1.

INTRODUCTION

Emergencies, disasters, accidents and injuries can occur in any setting and at any time-usually without warning. Being prepared physically and psychologically to handle emergencies is an individual responsibility as well as an organizational one.

The purpose of this guide is to acquaint you with a plan for handling emergencies, and to establish guidelines for you to follow at work and at home. Once you are familiar with this information, you should be able to protect yourself and perhaps others.

Preparation is the key to minimizing the effects of emergencies. Know the answers to the following questions **BEFORE** you have to use the information:

- * Where are the **EXITS**?
- * Where are **FIRE EXTINGUISHERS**?
- * Where is the **FIRST AID KIT**?
- * How will visitors and employees with disabilities be evacuated?
- * Are vital records protected?

The time spent researching and answering these questions can save lives and resources. Preparation will minimize panic and confusion. It will also allow a planned response rather than an undirected reaction. No matter what the crisis **THINK** before you act, then act swiftly to limit exposure to the danger for yourself and others.

Please read this guide thoroughly **BEFORE** an emergency occurs and become acquainted with your **EMERGENCY RESPONSE TEAM** members and **EMERGENCY PHONE NUMBERS**.

This guide is prepared through the cooperative efforts of many state agencies and DES divisions. The purpose of this guide is to establish standard emergency procedures for DES employees. **YOUR SAFETY IS OF PRIMARY IMPORTANCE!**

If a catastrophic event occurs, Capitol Police or local law enforcement will contact the appropriate emergency response personnel in your local area.

SOME EMERGENCIES MAY REQUIRE EVACUATION OF THE BUILDING

IMPORTANT POINTS TO REMEMBER

1. Verbal notice or fire alarms will be used to sound the evacuation.
2. Remain calm and orderly; move quickly and safely.
3. Follow the instructions of emergency personnel.
4. Render assistance to any injured persons in the area.
5. If time permits, turn off the power to **ALL** electrical equipment in the area. This can be done by tripping the main circuit breaker in the service panel.
6. Go to an open area away from the building. Remember to keep roadways and walkways clear for emergency vehicles and personnel.
7. Perform a head count of all employees. Report to emergency personnel if any employees or visitors are thought to be remaining in the building.
8. **WAIT FOR INSTRUCTIONS. DO NOT RE-ENTER THE BUILDING** unless instructed to do so by emergency personnel.

911 - TO REPORT EMERGENCIES

WHEN CALLING:

1. Give your name.
2. Give your phone number.
3. Give your address. Include building number, room number, floor, cross streets, and any other information that will help the emergency personnel find you.
4. Calmly describe the situation: who, what, where, how and how many are involved.
5. DON'T HANG UP! Let the person you are talking to end the conversation. Other information may be needed.

* When reporting a workplace injury of a DES employee, you must call **1-800-837-8353** statewide) *within 48 hours* of the injury. You must also complete an Employee's Report of Industrial Injury (IR-050) within five days of the injury to ensure timely reporting to ADOA Risk Management. Send the completed IR-050 to DES Office of Risk Management, Site Code 842C, or fax to 602-229-2890. Complete an Unusual Incident Report (J-309) and send it to the Office of Risk Management, Site Code 842C.

EMERGENCY RESPONSE PROCEDURES

- Each **Local Office Coordinator (LOC)**, **Local Office Manager (LOM)** or **Building Coordinator (BC)** will request that their section supervisors designate an Evacuation Monitor, and a back-up monitor, to assist in carrying out the procedures outlined in this Emergency Procedure Handbook.
- The LOC/LOM/BC will be responsible for providing training to all Evacuation Monitors and designated back-ups. If specialized training is required, contact the Office of Organization and Management Development for a listing of available classes.
- Evacuation Monitors are responsible for annual training of their employees to familiarize them with fire alarms, fire protection equipment, exits, egress routes, areas of refuge and assembly areas. Annual fire drills will be conducted and documented by the Evacuation Monitors.

COMPLETE THE FOLLOWING INFORMATION

DISTRIBUTE AND POST!

BUILDING ----- FLOOR ----- LOC/LOM/BC _____

EVACUATION MONITORS:

	NAME	BACKUP
AREA 01	_____	_____
AREA 02	_____	_____
AREA 03	_____	_____
AREA 04	_____	_____

EMERGENCY SERVICE PHONE NO. -----

FIRE DEPARTMENT PHONE NO.-----

POLICE DEPARTMENT PHONE NO.-----

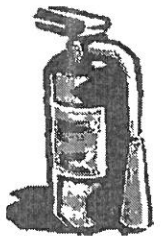
PREDESIGNATED EXIT/ASSEMBLY AREA:-----

EMERGENCY RESPONSE

KNOW THE LOCATION OF FIRE EXTINGUISHERS IN YOUR AREA AND HOW TO USE THEM

FOLLOW THESE STEPS IN THE EVENT OF A FIRE:

1. Pull the emergency alarm or otherwise sound an alarm.
2. Report the fire to the fire department—call 911! Call the DES Office of Risk Management as soon as possible after the fire.
3. If the fire is small, obtain the nearest fire extinguisher. Direct the discharge of the fire extinguisher at the base of the flames.
4. If the fire is large, evacuate the building, alerting personnel as you go. Render assistance to any injured persons in the area.
5. Make sure all doors leading to the main hallways are closed to prevent further spreading of the fire. **DO NOT** lock doors.
6. Once outside, move to an open area at least 20 yards from the building. Avoid inner courtyards. Keep roadways clear for emergency vehicles.
7. Follow the instructions of emergency personnel.
8. **REMEMBER!** If a fire extinguisher has been discharged, ensure that it is replaced with a fully-charged extinguisher.



FIRE

1. Call **911** and report the location of the fire.
2. Activate the fire alarm, alert others, and move everyone away from the area of the fire.
3. Use a fire extinguisher on small fires, only if it is safe.
4. For larger fires, **GET OUT!** Close doors to confine the fire as much as possible.
5. If your clothing catches fire:



WHEN A FIRE ALARM SOUNDS

1. Proceed to the nearest **EXIT**. Follow the directions of emergency personnel.
2. Feel closed doors before opening them. If they are **HOT** or smoke is visible, **DO NOT OPEN!**
3. **Do not risk personal safety attempting to save possessions.**
4. **DO NOT USE ELEVATORS.**
5. **DO NOT BREAK WINDOWS.** Oxygen feeds fires.
6. If moving through smoke, stay as low to the ground as possible.
7. **ALL** fires, regardless of size, **MUST** be reported to the fire department, Site Manager and the DES Office of Risk Management.

FIRE EXTINGUISHER FUNDAMENTALS

PULL safety pin from handle.
AIM nozzle at base of fire.
SQUEEZE the trigger handle.
SWEEP the spray from side to side.



OTHER FIRE TIPS

IF CAUGHT IN SMOKE

Drop to hands and knees and crawl. Hold your breath as much as possible, and breathe through your nose using a filter (blouse, jacket, handkerchief).

ADVANCING THROUGH FLAMES

If forced to advance through flames, move quickly. Hold your breath; keep your head down, covering your head and hair; keep your eyes closed as much as possible.

IF TRAPPED IN A ROOM

Place cloth material under/around door to prevent smoke from entering. Close as many doors as possible between you and the fire.

EVACUATION OF PERSONS WITH DISABILITIES

It is very likely evacuations will involve individuals with disabilities. The following information will be helpful in safe evacuation and communication during an emergency. Above all else, involve the individual. It is vital to *consult with the individual prior to an emergency* to develop a personal evacuation plan with that person. They are the experts on their disability, and know best how to move them out of a building in an emergency. Make sure they understand what is happening, and what procedures must be followed. In some instances, the person with a disability will not be able to evacuate the facility and should be positioned in an area of refuge to await assistance by the fire department.

PERSONS WITH MOBILITY IMPAIRMENTS

Persons with limited mobility may or may not use wheelchairs. Those individuals who can ambulate in varying degrees will need to be assisted down stairs. Ask the individual for instructions; they know best how to move and what accommodations to make.



Important Points to Remember

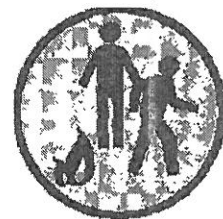
- Always consult with the individual who uses a wheelchair before moving him or her.
- Transfer the individual from the wheelchair to an evacuation chair, if possible.
- If the emergency dictates that you must move the individual downstairs in his or her wheelchair, DO NOT move them down the stairs backwards.
- The number of people that may be required for evacuation assistance should be discussed and planned prior to an emergency. Designated individuals should be aware of their roles in an emergency situation.
- Be aware that some individuals who use wheelchairs may use catheter leg bags, braces, oxygen, prosthetics, or other devices. Ask the individual for guidance prior to moving him or her.

PERSONS WITH VISUAL IMPAIRMENTS

In the event of an emergency, tell the visually-impaired person the nature of the emergency, and offer to guide them to the nearest exit. Have the person take your elbow and escort him or her during the evacuation. Although most persons with a visual impairment will be familiar with their immediate work environment, it still may be necessary to escort them to safety.

Important Points to Remember

- Explain the nature of the emergency.
- Offer to guide the individual to safety. As you walk, explain your destination, where you are, any obstacles, which way you are going to turn, the number of stairs, etc.
- Upon reaching safety, orient the individual to his or her surroundings.



PERSONS WITH HEARING OR SPEECH IMPAIRMENTS

Communication varies with persons who are hearing or speech impaired. They may not hear audible alarms. In an emergency, it is important that everyone understands what is happening and how to proceed. To gain a hearing impaired individual's attention, turn lights off and on, or tap him or her lightly on the shoulder. Another good method is to convey your message in writing. Use concise words. A good example: *"Fire! Exit out rear door to right, down stairs. Leave NOW!"*

Important Points to Remember

- **Gain attention by turning lights off and on.**
- **Convey message in writing.**
- **Use short, concise words.**

MEDICAL EMERGENCIES

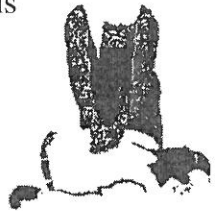
IMPORTANT! If you think an individual requires immediate medical attention, CALL 911!

CONSCIOUS VICTIMS

1. Sound the alarm and call for help. Have someone call **911**.
2. If the victim is conscious, have him or her sit down with the head between the knees, or lying down.
3. Try to control any heavy bleeding using direct pressure to the wound.
4. Try to maintain the victim's body temperature and slightly elevate the legs to prevent going into shock.

UNCONSCIOUS VICTIMS

1. Sound the alarm and call for help. Have someone call **911**.
2. Check that the victim is breathing. If breathing, roll victim onto his or her side. If victim is not breathing, begin mouth-to-mouth resuscitation.
3. Establish and maintain an airway.
4. Check for bleeding. Try to control excess bleeding with direct pressure.
5. Check for a pulse. Start cardiopulmonary resuscitation (CPR) if the individual has no pulse. **Begin CPR ONLY if you are trained in this procedure.**



SEVERE BLEEDING

1. Sound the alarm and call for help. Have someone call **911**.
2. Apply direct pressure to the wound area with a clean cloth.
3. If possible, use a barrier between the wound and yourself (rubber gloves, bandages, a clean cloth).
4. Apply firm, steady pressure for five to fifteen minutes or until medical help arrives.
5. Do not remove bandages.
6. If more bandages are needed, add to the existing bandages. **DO NOT REMOVE BANDAGES.**
7. If the victim is bleeding from an extremity (hand, foot, etc.) use gravity to slow the flow of blood.
8. If there are no broken bones, elevate the limb so that it is above the victim's heart.

SEIZURE

1. Sound the alarm and call for help. Have someone call **911**.
2. Let the seizure run its course immediately. Know the signs and symptoms of heat
3. **DO NOT** attempt to force anything into the victim's mouth.
4. Help the victim lie down, to prevent injuries from falling down.
5. Loosen restrictive clothing.
6. **DO NOT** use force or attempt to restrain a seizure victim.
7. **Provide an opportunity for the victim to rest after the seizure.**
8. **There is little help you can render to stop a seizure from occurring.** Simply keep the victim comfortable and away from danger.

MEDICAL EMERGENCIES (continued)

IMPORTANT!

If you think an individual requires immediate medical attention,

CALL 911!

HEAT STROKE

Heat stroke can be fatal if the victim is not cooled immediately. Know the signs and symptoms of heat stroke:

- Lack of perspiration
- Red, bluish or mottled skin
- Hot, dry skin
- Mental confusion, anger, delirium
- Chills, nausea, dizziness

Take the following actions:

1. Sound the alarm and call for help. Have someone call **911**.
2. Cool the victim with sponges of cool water and cold compresses.
3. **DO NOT** give a heatstroke victim anything to drink.
4. Use a fan to help cool the skin.
5. If available, lay a wet sheet over the victim to draw the heat out.

BURNS

1. Sound the alarm and call for help. Have someone call **911**.
2. Immerse minor burns in cool water.
3. Flood chemical burns with cool water for at least twenty minutes.
4. Cover the burns with dry bandages.

POISONING

1. Sound the alarm and call for help. Have someone call **911**.
2. Call the Poison Control Center at 1-800-876-4766 for instructions, if necessary.
3. **DO NOT** induce vomiting, unless instructed to do so.



LEARN FIRST AID AND CPR BEFORE

AN EMERGENCY OCCURS!

ADOA offers classes through its *Arizona Healthways* program.

Call 602-542-4128 or 1-800-784-3055.

HAZARDOUS MATERIALS

HAZARDOUS SUBSTANCE SPILL

IMMEDIATELY REPORT A SPILL

Call the Fire Department.....	911
Call Local Law Enforcement	911
DES Office of Risk Management	602-229-2760
DES Office of Facilities Management.....	602-542-3325

PROVIDE THE FOLLOWING. INFORMATION:

1. Your name.
2. Your telephone number.
3. The address of the facility involved in the spill.
4. Location of the spill (room number, floor, etc.).
5. Type of incident (fire, chemical release, etc.).
6. Type of material spilled (liquid, solid, etc.).
7. Characteristic of spilled material, (flammable, corrosive, reactive, toxic).
8. The quantity spilled: Actual _____ Estimated _____
9. Source of spill (tank, drum, cylinder, can, etc.).
10. Cause of the spill.
11. Any known hazards to human health or the environment.
12. Extent of injuries, if any.



HAZARDOUS MATERIAL INCIDENTS

An accident resulting in a spill of a hazardous material on the premises usually involves materials used at the facility. In many cases, these materials are common cleaning chemicals that when stored or spilled in large quantities can pose a hazard to human health or the environment.

A Material Safety Data Sheet (MSDS) for each chemical used should be available within the work environment. An MSDS should be on hand for everything from common cleaners and office chemicals, to the more industrial solvents such as acetone and bleach. The MSDS will describe what health and safety precautions to take in the event of a spill or mishap involving the chemical, as well as first aid for individuals exposed to the chemical. If you need an MSDS for a chemical in your workplace, contact the DES Office of Risk Management at 602-229-2760.

HAZARDOUS SPILL OR RELEASE - INSIDE

1. Sound the alarm and call for help. Have someone call **911**.
2. **EVACUATE THE AREA** (*See the Evacuation section of this handbook*).
3. Notify appropriate emergency and agency personnel.
4. Time and **safety permitting**, shut down equipment, secure the area and any vital records.
5. Limit activity to protection of lives and evacuation of personnel.



HAZARDOUS SPILL OR RELEASE - OUTSIDE

1. Sound the alarm and call for help. Have someone call **911**.
2. Notify appropriate emergency and agency ⁹ personnel.

3. Comply with directives from emergency personnel.
4. Evacuate as directed. Be familiar with alternative exits away from the spill location.
5. Contain the spill.
6. Time and **safety permitting**, shut down equipment, secure the area and any vital records.

BOMB THREATS OR OTHER SUSPICIOUS ACTIVITIES

In the event of a bomb threat or other suspicious activity occurring at or near your facility, take the following actions:

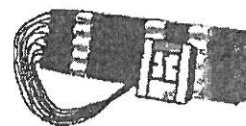
Contact Local Law Enforcement	<u>9 1 1</u>
Fire Department	<u>911</u>
Building Security	<u>602-229-2760</u>
DES Office of Risk Management	<u>602-542-3325</u>
DES Office of Facilities Management	

BOMB OR OTHER THREATS ON THE TELEPHONE

Record critical information on the **BOMB THREAT CHECKLIST** in this handbook.

DURING THE CALL

1. Don't hang up! Gather as much information as you can.
2. Stay as calm as possible.
3. Attempt to find out why the caller is upset, and the reason for the threat.
4. If possible, try to identify the type of threat and at whom it is directed.
5. Attempt to calm down the caller.
6. Get as much information as possible about the type and location of the package or threat.
7. Notify local law enforcement and fire officials.



AFTER THE CALL

1. Write down the exact threat and other statements made by the caller.

DISCOVERY OR SUSPICION OF A BOMB WITHIN THE FACILITY

Evacuate the facility immediately and notify police and fire officials.

1. DO NOT HANDLE THE PACKAGE!

2. Refer to **Letter and Parcel Bomb Recognition Points** after this section.
3. Secure the area.
4. Contact local law enforcement and fire department personnel.
5. If an item has been opened and is threatening, or appears to be a suspicious device, **DO NOT HANDLE THE DEVICE**

ANY FURTHER!

6. Keep everyone away until police arrive.
7. Take necessary steps to evacuate the building as directed by police and fire officials.

LETTER AND PARCEL BOMB RECOGNITION POINTS

If you discover a package or parcel that contains one or more of these points, you should consider the item as suspicious or take appropriate actions.

- Foreign Mail, Air Mail or Special Delivery markings on an unexpected package.
- Restrictive markings such as "Confidential", "Personnel", etc.
- Excessive postage.
- Handwritten or poorly typed addresses.
- Incorrect titles
- Titles but no names.
- Misspellings of common words.
- Oily stains or discolorations.
- No return address.
- Excessive weight.
- Rigid envelope.
- Lopsided or uneven envelope.
- Protruding wires or tinfoil.
- Excessive securing material, such as masking tape, duct tape, string, etc.
- Visual distractions.

- Obvious hate markings.

BOMB THREAT CHECKLIST

If you receive a bomb threat on the telephone, attempt to complete the following checklist while a co-worker contacts local law enforcement.

ASK THESE QUESTIONS:

1. When is the BOMB set to explode?
2. Where is the BOMB located?
3. What does the BOMB look like?
4. What kind of BOMB is it?
5. What will cause the BOMB to explode?
6. Did you place the BOMB?
7. Why, what is the reason for the BOMB?
8. What is your address, or where are you located?
9. What is your name or your organization's name?
10. Exact words of the threat (*describe on a separate sheet of paper or on the back of this handbook*).

Sex of caller: _____ Race: _____

Age: _____ Length of call: _____

Phone no. where call was received: _____

Time: _____ Date: _____

THREAT LANGUAGE:

(Check all that apply)

- | | |
|--|---|
| ☐ Well spoken | ☐ Incoherent |
| ☐ Foul | ☐ Taped |
| ☐ Irrational | ☐ Prepared message |
| ☐ Remarks _____ | |

CALLER'S VOICE: (Check all that apply)

- | | |
|-----------------------------------|--|
| ☐ Calm | ☐ Nasal |
| ☐ Angry | ☐ Stutter |
| ☐ Excited | ☐ Lisp |
| ☐ Slow | ☐ Raspy |
| ☐ Rapid | ☐ Deep |
| ☐ Soft | ☐ Ragged |
| ☐ Loud | ☐ Clearing throat |
| ☐ Laughter | ☐ Deep breathing |
| ☐ Crying | ☐ Cracked voice |
| ☐ Normal | ☐ Disguised |
| ☐ Distinct | ☐ Accent |
| ☐ Slurred | ☐ Familiar |

If the voice was accented or sounded familiar, describe how it sounded: _____

BACKGROUND SOUNDS:

(Check all that apply)

- | | |
|--|--|
| ☐ Street noises | ☐ Factory machinery |
| ☐ Animal noises | ☐ Voices |
| ☐ Clear | ☐ PA systems |
| ☐ Static | ☐ Local call |
| ☐ Music | ☐ Long distance |
| ☐ House noises | ☐ Phone booth |
| ☐ Motor | ☐ Office |
| ☐ Other _____ | |

NATURAL DISASTERS

In the event of a natural disaster inflicting damage to a Department of Economic Security (DES) facility, where the safety of employees or the public is threatened, DES and the Arizona Department of Administration (ADOA) will monitor reports from the National Weather Service and other emergency advisories to determine necessary



OFFICE INVENTORY

1. Each facility should prepare a facility inventory of ALL items, including those under \$1000 (furniture, chairs, computers, books, TVs, water coolers, etc.). This inventory can prove valuable in the claims process when recovering from a natural or man-made disaster.
2. Keep one copy of the inventory on site and one off site. It is a good idea to periodically review and update the inventory.
3. If a camera is available, photograph the entire office and maintain these photos as part of the office inventory.
4. Digital inventories are acceptable. However, in the event of a disaster, local computer servers may be unavailable. Keep a back-up on separate media (i.e., CD-ROM, diskette).

FLOODING

1. Notify a supervisor, appropriate state agency (Facilities Management, Risk Management) and emergency personnel (fire department, police).
2. Secure your area and vital records. Prepare to receive and comply with directions from emergency personnel.
3. Use caution around appliances or other electrical equipment near any water or leaks.
4. If the source of the leak is known and you can SAFELY stop the leak, do so CAUTIOUSLY.
5. If directed to evacuate, do so according to the Evacuation section of this handbook.

EARTHQUAKE

1. Take cover underneath a desk or table. Protect your head and neck.
2. Stay away from windows and objects that could fall on you.
3. DO NOT USE ELEVATORS.
4. Stay where you are. DO NOT RUN OUTSIDE—falling debris could cause serious injury.
5. If outdoors, stay in an open area. Avoid areas with overhead electrical transmission lines. DO NOT enter any building.

WILD LAND FIRES

If you live or work where flammable vegetation is abundant, your house and business property could be a target for wild land fire. Be prepared for these damaging fires, triggered by lighting or accidents, that sweep through the woods. The following safety tips will create a fire safe environment for the property.

- Thin tree and brush cover
 - Dispose of trash debris left from thinning
 - Remove dead limbs, leaves and other litter
 - Maintain irrigated greenbelt
 - Mow dry grasses and weeds
 - Prune branches to 10 feet above the ground
 - Stack firewood away from structures
1. Ask a fire prevention officer for information about wild land fires in your community. Find out whether they can inspect your property for fire hazards.
 2. Practice wildfire safety:
 - Establish an escape plan
 - Create a safety zone around the property
 - Have smoke detectors on every floor
 - Use fire-resistant materials on structures
 - Screen, clean and inspect chimneys
 - Keep branches around the property free of dead or dying wood or vegetation
 - Have the gutters and roof cleaned of pine needles and dry leaves, regularly dispose of rubbish
 - Store combustible or flammable materials in approved containers and keep them a safe distance from the property
 - Stack fire wood uphill and at least 100 feet from a structure
 - Plan escape routes from the community
 - Have an inventory of all items within the office.

3. **Be prepared to evacuate. Maintain an emergency supply kit. Kits should be prepared prior to an emergency and stored for easy access and removal. You should have enough water, food, clothing and supplies to last for three days.**
4. **Follow the instructions of the local law enforcement and fire officials. When directed to evacuate, do so.**

NATURAL DISASTERS (continued)

POWER FAILURE

1. If power should fail, employees should remain calm and limit movement.
2. **DO NOT USE ELEVATORS!**
3. Notify the DES Office of Facilities Management at 602-542-3325.
4. If the situation warrants, the section supervisor will instruct employees to relocate or evacuate until power is restored.
5. Take note of any emergency lighting failures and report them to the DES Office of Facilities Management for repair.



BLACKOUT SAFETY TIPS

A "rolling blackout" occurs when a power company turns off electricity to selected areas to save power. The areas are selected using sophisticated computer programs and models. The blackouts are typically for one hour, then power is restored and another area is turned off. Blackouts usually occur during peak energy times, but they can happen at any time of day. They may affect the same area more than once a day, and may exceed an hour in duration.

To find out if your area will have a rolling blackout, listen to local television and radio, and check the website of your power company. Rolling blackouts may occur when power usage increases, especially during hot weather when many people are using air conditioning. Power companies try to give warning when they will turn off power to an area, but they cannot always do that.

Safety Tips for a Blackout

1. Only use a flashlight for emergency lighting. Never use candles!
2. Turn off electrical equipment you were using when the power went out.
3. Avoid opening the refrigerator and freezer.
4. Do not run a generator inside a home or garage.
5. If you use a generator, connect the equipment you want to power directly to outlets on the generator.
6. Listen to local radio and television for updated information.

STUCK IN AN ELEVATOR

1. If trapped in an elevator during a power failure, mechanical breakdown or other emergency, occupants should remain calm.
2. **DO NOT** attempt to escape by forcing the doors, as this could cause damage.
3. The alarm button should be pushed for a three-second duration at regular intervals to alert rescuers.
4. If available, the emergency phone should be used to notify others of the situation.

CIVIL DISTURBANCES

Civil disturbances are generally riots, or demonstrations, marches, groups and assemblies that have become riotous and threatening.

1. Notify local law enforcement, a supervisor, and appropriate agency offices, such as the DES Office of Facilities Management and DES Office of Risk Management.
2. Restrict both employee and visitor movement in your area.
3. Prepare for evacuation. Follow the procedures in the Evacuation section of this handbook.
4. Secure the area. Lock doors, safes and file cabinets, and secure vital records.



NEWS MEDIA

To avoid misinformation, it is essential that all inquiries from the news media be directed to the DES Public Information Office (PIO) at 602-542-4296.

During working hours, staff should refer media requests or contacts to their division's Assistant Director, who will notify the agency PIO.

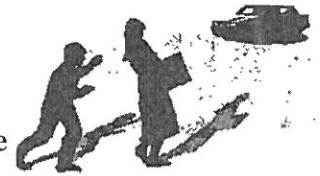
All employees not involved in the information chain are not to discuss any situation with anyone, except as necessary or directed.

Please note that home telephone numbers of staff and clients are considered confidential and **should not** be given out.

SECURITY TIPS

The following tips are for you to increase your awareness of danger and to minimize your chances of becoming the victim of a crime.

1. Always be aware of your surroundings.
2. Always report suspicious activities to the police. Give details about description: individuals involved, location and other vital information to the police.
3. Know locations and be able to relate them to the police. Always be knowledgeable about where you are.
4. Always let someone know you are leaving and give them your basic travel route.
5. Be especially careful in parking lots, garages, and in unfamiliar areas.
6. Whenever possible, walk with groups to parking lots, to lunch and when going on errands.
7. Stay in well-lighted areas and be alert to the presence of others.
8. Always lock your car and keep your windows rolled up, even while driving.
9. Always look under, inside and around your car while walking to it. Attackers hide in or near vehicles and wait for victims.
10. Avoid hidden areas, such as doorways, corners of buildings, and between vehicles. Avoid bushes and alleys where someone can hide.
11. Wear clothes and shoes that give you freedom of movement. Don't burden yourself with unnecessary packages, books, etc.
12. Trust your instincts. If you think you are in danger, retreat to safety. Be prepared to yell for help and run.
13. If someone tries to take your purse, GIVE IT UP! Unsnap or unzip the purse and carry it upside down. The contents will spill on the ground if it is snatched from you, possibly foiling an attempted theft.
14. Stay in good physical condition so you can run if you have to.



Stay Alert! Be Cautious!

REMEMBER!

Know Your Surroundings! Take Precautions!

AVOIDING WORKPLACE VIOLENCE

1. Learn to recognize, avoid or defuse potentially violent situations.
2. Attend personal safety and security training, as well as handling hostile client classes.
3. Follow the procedure for alerting supervisors to any concerns about safety or security.
4. Plan an emergency code to alert others that a potentially violent situation is occurring.
5. Speak calmly, do not agitate the angry person.
6. Call for assistance, your supervisor or the police.
7. Collect information regarding client's history prior to meeting, if possible.
8. Report all violent incidents to the DES Office of Risk Management via the Unusual Incident Report, J-309.

HOMELAND SECURITY

We are a nation at risk to terrorist attacks and will remain at risk for the foreseeable future. At all Threat Conditions, we must remain vigilant, prepared, and ready to deter terrorist attacks. The following Threat Conditions each represent an increasing risk of terrorist attacks. Beneath each Threat Condition are some suggested Protective Measures.

1. Low Condition (Green)

This condition is declared when there is a low risk of terrorist attacks. Departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures they develop and implement:

- Refining and exercising as appropriate preplanned Protective Measures;
- Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures; and
- Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.

2. Guarded Condition (Blue)

This condition is declared when there is a general risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Condition, departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

- Checking communications with designated emergency response or command locations;
- Reviewing and updating emergency response procedures; and
- Providing the public with any information that would strengthen its ability to act appropriately.

3. Elevated Condition (Yellow)

An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, departments and agencies should consider the following general measures in addition to the Protective Measures that they will develop and implement:

- Increasing surveillance of critical locations;
- Coordinating emergency plans as appropriate with nearby jurisdictions;
- Assessing whether the precise characteristics of the threat require the further refinement of preplanned Protective Measures; and
- Implementing, as appropriate, contingency and emergency response plans.

4. High Condition (Orange)

A High Condition is declared when there is a high risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

- Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations;
- Taking additional precautions at public events and possibly considering alternative venues or even cancellation;
- Preparing to execute contingency procedures, such as moving to an alternate site or dispersing their workforce; and
- Restricting threatened facility access to essential personnel only.

5. Severe Condition (Red)

A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the Protective Measures in the previous Threat Conditions, departments and agencies also should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

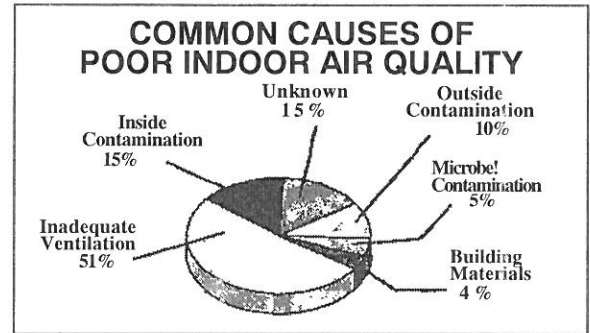
- Increasing or redirecting personnel to address critical emergency needs;
- Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources;
- Monitoring, redirecting, or constraining transportation systems; and

- Closing public and government facilities.

INDOOR AIR QUALITY

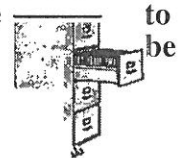
Poor indoor air quality (IAQ) can originate from a variety of sources, which may require extensive air testing to determine the origin and/or cause(s). In many cases poor IAQ can be indicated by an increase in absenteeism among employees from the same work area, or when one or more of the following symptoms are present among many employees:

- Eye irritation
- Dry throat
- Headache
- Fatigue
- Drowsiness
- Skin irritation
- Shortness of breath
- Coughing
- Dizziness
- Nausea
- Sneezing
- Nose irritation



Employees sometimes request air quality testing to identify an offending contaminant. Blind tests are expensive and wasteful when there are no clues that a contaminant is present. Without the right clues, many tests may be run without identifying a single contaminant because the right test was not run.

Over half of IAQ problems identified are a result of poor ventilation. The first step is to move air through the facility, change air filters, introduce fresh air, and condition the air so that it is uniform throughout the facility. If these actions do not correct the problem, it is time to complete the IAQ Checklist below. It is possible that an IAQ evaluation will need to be done.



INDOOR AIR QUALITY CHECKLIST

When requesting an IAQ evaluation, please complete all sections of this checklist. You can request an IAQ evaluation through the Office of Risk Management.

When did the problem begin? _____

How many employees are affected? _____

What part of the facility is affected? _____

Who has been contacted for assistance? _____

Have the employees complained in writing? ☐ Yes ☐ No

Are any vents blocked by furnishings, partitions, cardboard or deliberately closed? ☐ Yes ☐ No

Is air flowing from the supply vents? ☐ Yes ☐ No

Are there deposits of dirt around the supply and return vents? ☐ Yes ☐ No

Are doors and windows being opened to allow fresh air into the facility? ☐ Yes ☐ No

When were the air filters last replaced? _____

Has a dust storm occurred in the last 48 hours? ☐ Yes ☐ No

Are building renovations in progress? ☐ Yes ☐ No

Are the air filters overloaded with dirt and/or lint? ☐ Yes ☐ No

Have pesticides been applied recently? ☐ Yes ☐ No

Is smoke from a nearby smoking area filtering through? ☐ Yes ☐ No

Are air intakes located where they may draw in auto exhaust? ☐ Yes ☐ No

Are the carpets dirty? ☐ Yes ☐ No

Is there an accumulation of dust on office furniture? ☐ Yes ☐ No

Has new carpet or furniture been introduced to the facility recently? ☐ Yes ☐ No

Are odors present? ☐ Yes ☐ No

Are there wet areas inside the ventilation system? ☐ Yes ☐ No

Has rain damage occurred in the building recently?

INCIDENT REPORTING

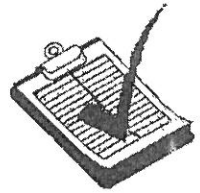
UNUSUAL INCIDENT REPORTING

Unusual incidents include but are not limited to: death of an employee while at work; death of a client; hospitalization of an employee; hospitalization of three or more employees as a result of a single incident; workplace injuries or illnesses; property damage or theft. Additionally, unusual incidents can include events that may be considered newsworthy by the media, and/or incur liability to the agency or the state.

Immediately after an incident occurs the employee should notify his or her supervisor. Once this is accomplished, an **Unusual Incident Report (UIR), J-309** should be completed. Forward completed UIRs through the appropriate division channels to the DES Office of Risk Management within 72 hours. The UIR can be faxed to the Office of Risk Management at 602-229-2980.

EMPLOYERS REPORT OF INDUSTRIAL INJURY

When an employee is injured on the job, and **Employer's Report of Industrial Injury; IR-050** must be completed. This form starts the worker's compensation claim process within the department, and with the Arizona Department of Administration (ADOA) Workers Compensation Unit. This form must be completed and returned to the DES Office of Risk Management Worker's Compensation Section within five working days from the date of the incident or the date the agency was notified. **Any workplace fatality must be reported to the DES Office of Risk Management within 24 hours.**



The supervisor or employee should also call in an early notification to the ADOA Workers' Compensation Hotline at 602-542-WORK (9675) or 1-800-837-8583. Remember, even if you call the claim in you still must complete and submit the IR-050.

PROPERTY LOSS REPORT

To claim for property losses, an ADOA Risk Management Section **Property Loss Report, J-939**, is completed by the agency or office experiencing the loss. In an emergency the loss can be reported by telephone at 602-229-2760. Timely reporting affords the Risk Management Section the opportunity to inspect the damages and adjust the loss, as well as to settle your claim promptly.

Please include as much supporting documentation as possible when submitting the claim, i.e. receipts, police reports, photos (if available), serial numbers and inventory reports. The more information that is provided with the loss report the better ADOA can adjust the claim. Ensure that names and phone numbers of ALL involved parties are included in the report, as well as who prepared the report. Clearly describe the item or items involved in the loss and indicate what the agency has done following the loss.



AUTOMOBILE LOSS REPORT

To claim for vehicle losses, an ADOA Risk Management Section **Automobile Loss Report, J-940**, is completed by the agency or office experiencing the loss. In an emergency the loss can be reported by telephone at 602-229-2760.

Timely reporting affords the Risk Management Section the opportunity to inspect the damages and adjust the loss, as well as to settle your claim promptly.

Please include as much supporting documentation as possible when submitting the claim, i.e. receipts, police reports, photos (if available), repair estimates, license plate numbers and driver license numbers of **all** drivers involved. The more information that is provided with the loss report, the better ADOA can adjust the claim. Be sure to include the names and phone numbers of ALL involved parties, as well as who prepared the report.

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 01/28/2014

Appointment of Nathan Watkins to the P&Z Commission

Submitted By: Gussie Motter, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****NAME** n/a
of PRESENTER:**Mandated Function?:****Recommendation:****# of ORIGINALS****Submitted for Signature:****TITLE** n/a
of PRESENTER:**Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Mr. Nathan Watkins to the Planning & Zoning Commission for District 2 to a term beginning immediately until December 31, 2017.

Background:

Ron Bemis retired from the P&Z Commission at the end of his term on December 31, 2013. Me. English spoke with Mr. Watkins who agreed to serve. This is being brought before the Board for approval.

Department's Next Steps (if approved):

Prepare letter from P&Z for Mr. Watkins.

Impact of NOT Approving/Alternatives:

District 2 will only have two representative on the Commission

To BOS Staff: Document Disposition/Follow-Up:

Send Oath of Office and OML summary.

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 01/28/2014

Re-appoint Patrick Greene to the Board of Adjustment for District 2

Submitted By: Gussie Motter, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****NAME** n/a
of PRESENTER:**Mandated Function?:****Recommendation:****# of ORIGINALS****Submitted for Signature:****TITLE** n/a
of PRESENTER:**Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the re-appointment of Patrick Green to the Board of Adjustment for District 2 (BA-2) for a term beginning immediately until December 31, 2017.

Background:

Mr. Green was appointed to fill a term that expired on December 31, 2013. He has agreed to serve another term.

Department's Next Steps (if approved):

Send letter from P7Z

Impact of NOT Approving/Alternatives:

BA-2 will only have two members.

To BOS Staff: Document Disposition/Follow-Up:

Send Oath of Office and OML summary

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Payment in Lieu of Taxes Resolution

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 14-04 Requesting the Congress of the United States to immediately provide full funding for the Payment-In-Lieu-Of-Taxes (PILT) Program.

Background:

The Payment-In-Lieu-of-Taxes (PILT) program was established in 1976 to offset costs incurred by counties for services provided to the federal government and to the users of federal lands located within a county. The State of Arizona contains 113,417 square miles of land, with federally owned land, excluding tribal lands, comprising 42 percent of the land mass, while private land in Arizona comprises only 17 percent. The national average PILT payment in Fiscal Year 2013 was \$0.66 per acre, far below the amount federal lands would return through both value based taxation and economic development.

Cochise County is required to provide law enforcement, search and rescue, emergency services, road building and maintenance, and other community services on, or associated with tax-exempt federal public lands. Congress failed to provide funding for the PILT program in the Consolidated Appropriations Act, 2014, jeopardizing PILT funding for Cochise County that is estimated to result in a loss of some 36 County government jobs and causing great uncertainty about county finances and services in Fiscal Year 2014 and Fiscal Year 2015.

A lack of PILT funding places the large, unsustainable burden of providing services on federal lands squarely on the back of Cochise County tax payers, while the presence of that federal land creates barriers to further economic opportunities. Failure to provide PILT funding to Arizona counties in a timely manner will critically impact the budget process and structural solvency of Cochise County, and substantially compromise the county's ability to provide essential services.

Department's Next Steps (if approved):

Send Letter to Arizona Senators.

Impact of NOT Approving/Alternatives:

Senators Flake and McCain will not know Cochise County's stance on PILT funding.

To BOS Staff: Document Disposition/Follow-Up:

Send copy of signed resolution via email to CSA, Senator McCain's Office, and Senator Jeff Flake's Office.

Attachments

Resolution

RESOLUTION 14-__

REQUESTING THE CONGRESS OF THE UNITED STATES TO IMMEDIATELY PROVIDE FULL FUNDING FOR THE PAYMENT-IN-LIEU-OF-TAXES PROGRAM

WHEREAS, the Payment-In-Lieu-of-Taxes (PILT) program was established in 1976 to offset costs incurred by counties for services provided to the federal government and to the users of federal lands located within a county; and

WHEREAS, the State of Arizona contains 113,417 square miles of land, with federally owned land, excluding tribal lands, comprising 42 percent of the land mass, while private land in Arizona comprises only 17 percent, and

WHEREAS, the County of Cochise is comprised of 3,980,160 acres of which 900,209 acres is federally owned land, representing 22.62 percent of the County land mass; and

WHEREAS, the national average PILT payment in Fiscal Year 2013 was \$0.66 per acre, far below the amount federal lands would return through both value based taxation and economic development, and

WHEREAS, Cochise County is required to provide law enforcement, search and rescue, emergency services, road building and maintenance, and other community services on, or associated with tax-exempt federal public lands, and

WHEREAS, Congress failed to provide funding for the PILT program in the Consolidated Appropriations Act, 2014, jeopardizing PILT funding for Cochise County that in 2013 totaled \$1,986,080, the loss of which is estimated to result in a loss of some 36 County government jobs, causing great uncertainty about county finances and services in Fiscal Year 2014 and Fiscal Year 2015; and

WHEREAS, a lack of PILT funding places the large, unsustainable burden of providing services on federal lands squarely on the back of Cochise County tax payers, while the presence of that federal land creates barriers to further economic opportunities; and

WHEREAS, failure to provide PILT funding to Arizona counties in a timely manner will critically impact the budget process and structural solvency of Cochise County, and substantially compromise the county's ability to provide essential services; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of Cochise County hereby respectfully requests that the United States Congress provide full funding to the PILT program for Fiscal Year 2014 without delay, and find a solution for sustainable funding into the future.

BE IT FURTHER RESOLVED that Cochise County strongly urges Senator John McCain, Senator Jeff Flake, and Rep. Ron Barber to appeal to Senate Committee on Agriculture, Nutrition & Forestry Chairwoman, Senator Stabenow (MI), and Ranking Member, Senator Cochran (MS), and to the House Committee on Agriculture Chairman, Representative Lucas (OK-3), and Ranking Member, Representative Peterson (MN-7), to include a renewal of the PILT program for Fiscal Year 2014 in the final Farm Bill conference report, and to advocate for sustainable funding into the future.

PASSED AND ADOPTED by the Cochise County Board of Supervisors, this 28th day of January, 2014.

Ann English, Chairperson

Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe Rios,
Clerk of the Board

Adam Ambrose,
Civil Deputy County Attorney

Dated this 28th day of January 2014.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME
of PRESENTER: n/a

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE
of PRESENTER: n/aSource of Mandate
or Basis for Support?:

Information**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of January 7, 2014.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:Send to the Recorder's Office for microfiche purposes.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Support Letter for NatureSweet Tomato Seedlings

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME
of PRESENTER: n/aTITLE
of PRESENTER: n/a

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Ratify approving a letter of support of the importation of tomato plantlets from Mexico for use in NatureSweet's Arizona greenhouses.

Background:

Since the letter had to be received by January 22, 2014 the chair signed the letter and wanted to ratify the action in today's meeting.

Stakeholder Risk Assessment Consultation

Stakeholder risk assessment consultation allows stakeholders to review and provide comments on draft risk assessments or pest lists for fruits, vegetables, plants, or plant products for a 30-day period prior to the country consultation process. As draft risk assessments and pest lists are made available for comment, they will be posted on this page with the date by which comments are due.

Please submit your comments to PPQPRAcomments

@aphis.usda.gov. You will need to include the name of the commodity assessed by the draft document (examples: apples, spruce trees) in the Subject line of your emailed comment.

Your comments will be considered and may result in changes to the risk assessments or pest lists. However, we are unable to provide you with individual feedback regarding your comment. When providing comments, please note:

- You will not find mitigations for pests shown in draft pest lists and risk assessments. Risk Management, including mitigations, is conducted after we receive stakeholder and country comments on each pest list or risk assessment.
- You will have additional opportunities to provide comments on our risk assessments or pest lists when the respective proposed rules or notices are available for comment in the Federal Register.

To receive automatic notifications that risk assessments or pest lists have been posted to this website for review and comment, we encourage interested stakeholders to register with the APHIS Stakeholder Registry. When signing up for specific updates, check the boxes for "Fruits and Vegetables Imports" and/or "Plants for Planting", depending on your interests. These boxes may be found on the list by expanding the headings "APHIS - Plant Health Information" > "Importation into the US" > "Entry Requirements".

Draft Risk Assessments Available for Comment

- Importation of Apples (*Malus pumila*) from China into the continental United States (Comments due by January 3, 2014)
- Movement of Fresh Fruit of Achachairu (*Garcinia gardneriana*) into the Continental United States from Puerto Rico (Comments due by January 10, 2014)
- Importation of Nectarine [*Prunus persica* var. *nucipersica* (Suckow) C.K. Schneid.], Peach (*P. persica* L. Batsch var. *persica*), and European Plum (*P. domestica* A. Savat. subsp. *domestica*) from Continental Spain into the Continental United States (Comments due by January 17, 2014)
- Importation of *Solanum lycopersicum* L. (Solanaceae) greenhouse-grown plantlets in APHIS approved growing media from Mexico into the Continental United States (Comments due by January 22, 2014)

Department's Next Steps (if approved):

Letter was sent to Joe Carter, NatureSweet Rep.

Impact of NOT Approving/Alternatives:

NatureSweet company will not get the support they need to continue business operations.

To BOS Staff: Document Disposition/Follow-Up:

Sent letter to Joe Carter, NatureSweet Rep.

Attachments

Letter

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlethe G. Rios
Clerk

January 28, 2014

To Whom It May Concern

Re: NatureSweet Tomato Seedlings

I am writing on behalf of Cochise County in support of the importation of tomato plantlets from Mexico for use in NatureSweet's Arizona greenhouses. It is our understanding that the Company purchased the Eurofresh assets through the Bankruptcy Court in April 2013. They are making attempts to stabilize operational expenses and succeed economically. It is further our understanding that success in-part can be achieved through savings if the USDA were to adopt a Rule allowing tomato plantlets to be imported from Mexico. The current single source for use in the United States is from Canada at high costs and plant stress due to the long transportation time to southern Arizona. Cross border trade and employment with Mexico is a major component of our economic base.

Although NatureSweet is located in another adjacent County, it is a major area employer in Cochise County and their acquisition of the Eurofresh greenhouses saved over 1,000 rural Arizona jobs. Those jobs generate payroll dollars which are spent in our communities. We hope that USDA/APHIS will act quickly in completing the remaining RULE making steps and adopt a rule allowing the importation.

Sincerely,

Ann English, Chairman
Cochise County Board of Supervisors

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Democrat Precinct Committee Member

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME
of PRESENTER: n/a

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE
of PRESENTER: n/aSource of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the appointments of the following person as Precinct Committee person for the Democrat Party of Cochise County: Precinct #27 SV Buffalo Soldier, Thomas P. Stoney.

Background:

Requested by the Cochise County Democrat Committee and verified as eligible by the County Elections department.

Department's Next Steps (if approved):

Send letters to those approved with copies to Elections and to the Cochise County Democrat Party.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

Attachments

Dem PC Verification

PRECINCT COMMITTEEPERSON VERIFICATION FORM

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PARTY	PRECINCT	# PC NEEDED	CURRENT # OF PC	APPROVE	DO NOT APPROVE	DATE	INITIALS
Stoney	Thomas	P	3254 Ridge Crest St Sierra Vista, AZ 85650-6819	Dem	27 SV Buffalo Soldier	6	1	X		1/17/2014	MLR

Reynolds, Martha

From: Murray, Juanita
Sent: Friday, January 17, 2014 9:59 AM
To: Reynolds, Martha
Subject: Re: Request to appoint Thomas P. Stoney to Cochise County Democratic Committee

Sent from my Verizon Wireless 4G LTE DROID

Cochise Democrats <cochisecodems@gmail.com> wrote:

Cochise County Democratic Committee
P.O. Box 3233
Sierra Vista, AZ 85636
January 17, 2014

Cochise County Supervisors and Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

Request that you appoint Thomas P. Stoney, 3254 Ridge Crest St.,
Sierra Vista, AZ 85650-6819, Precinct SV Buffalo Soldier, as a Precinct Committee
Member with the Cochise County Democratic Committee at your earliest convenience.

OK 1-17-14

Respectfully,

P. V. Fleming

Patricia V. Fleming

Chair, Cochise County Democratic Committee

H: (520) 378-4386

Email: pvfleming@cox.net

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Approve Proposed Settlement of a Tax Appeal

Submitted By: Annette Weems, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME
of PRESENTER: N/A

TITLE
of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in San Pedro Partners II, L.L.C. v. Cochise County, TX2013-000674 (Assessor parcel No. 123-47-203D), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value from \$2,536,568.00 to no more than \$325,000 for Tax Years 2013 and 2014. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for Tax Years 2013 and 2014 should be lowered. The Assessor recommended a settlement offer to Plaintiff that lowers the full cash value and limited property value as follows:

2013 Total Full Cash Value = \$508,275.00

2013 Total Limited Property Value = \$494,309.00

2014 Total Full Cash Value = \$508,275.00

2014 Total Limited Property Value = \$508,275.00

The taxpayer has accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

The County would be subject to continued litigation and risks an Arizona Tax Court ruling in favor of the taxpayer that would significantly reduce the assessed value of the subject property and subject the County to paying Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Domestic Highway Enforcement

Submitted By: Rich Morales, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Richard Morales

TITLE of PRESENTER: Lieutenant

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-12-2238 with a term of January 1, 2012 to December 31, 2013 and extension to January 31, 2014 providing a total of \$3,000 in overtime expenses.

Background:

The Sheriff's Office has two Deputies assigned to SAMIT which is a HIDTA funded task force. HIDTA has a subdivision of Domestic Highway Enforcement (DHE). The goal of DHE is to locate and apprehend individuals who smuggle narcotics and currency obtained from narcotics activities. DHE operations can be conducted on any roadway within Cochise County

Department's Next Steps (if approved):

If the DHE grant is approved the Sheriff's Office will be able to conduct multiple DHE operations within Cochise County.

Impact of NOT Approving/Alternatives:

If the DHE grant is not approved the Sheriff's Office will not be able to conduct any DHE operations. This will mean the Sheriff's Office will have to pay for the funding from our current fiscal budget if a Highway interdiction operation is conducted.

To BOS Staff: Document Disposition/Follow-Up:

If the grant is approved please sign both copies. The Sheriff's Office needs both copies returned with original signatures

Attachments

DHE contract



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number **HT-12-2238**

This Grant Agreement is made this 1ST day of January 2012 by and between the CITY OF TUCSON hereinafter called "CITY" and Cochise County through **Cochise County Sheriff's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, 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 January 1, 2012 and terminate on December 31, 2013. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Domestic Highway Enforcement (DHE)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY 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 CITY finds non-compliance, the GRANTEE will receive a written notice that 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 that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY 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 parties. 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 City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Financial Analyst

B. If to the GRANTEE:

Cochise County Sheriff's Office
205 N. Judd Drive
Bisbee, Az 85603
Attn: Cochise County Board of Supervisors

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	0.00
Fringe Benefits	0.00
Overtime	\$3,000.00
Travel	0.00
Facilities	0.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$3,000.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY 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 CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

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* and HIDTA Program Policy & Budget Guidance.

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 *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
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 for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

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. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. 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. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. 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 CITY 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 Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. 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:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
19. 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.
Link: *Excluded Parties Listing System* <http://epls.arnet.gov>
20. 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 Federal funds.
21. The GRANTEE assigns to the CITY 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.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. 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 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. 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 CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, 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.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; 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 Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The 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 the receipt 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 CITY by the GRANTEE.
30. 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.
31. 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. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. 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.
35. 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 services required under this Agreement.
36. 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 of 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 CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. 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.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

FOR GRANTEE:

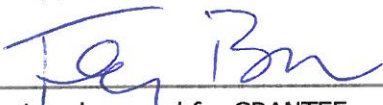
Board of Supervisor

Date

Printed Name and Title

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 CITY with the signed Agreement.

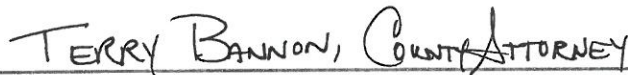
Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE

12-18-13

Date



Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
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 City of Tucson 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, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(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 against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

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

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(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	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

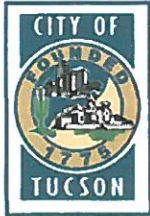
1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson 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 GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates 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* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall 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. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt 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 add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. 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, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. 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 supervisor 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, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

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.

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2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
 3. Establish each informant file in accordance with Informant File Documentation (2).
 4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face 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. All informants being established should be checked in all available criminal indices. If 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.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. 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.
 - a. 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.

b. 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 expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. 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 Informant Payee Receipt. 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 law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are 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.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. 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.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced 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, the funds should be returned to the cashier as soon as possible. An extension of 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:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. 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 supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



DOMESTIC HIGHWAY ENFORCEMENT REQUEST
(Requests will be processed through the DHE Coordinator)

Tab to advance to each field

Requestor	
Name: Rich Morales Agency: Cochise County Sheriff's Office Title: Lieutenant Task Force: SAMIT	Phone Number: 520-432-9530 Email: rdmorales@cochise.az.gov
Funding Request	
Total Amount Requested: \$4200.00 <u>\$3000.00</u> Check here if partial funding is an option ☒	
Justification	
Operational Overview, including Interdiction Operation description (dates, times, location, etc.): List number of Officers: 1 patrol, 3 plain clothes per shift. October 10, 2013 1600-2400, November 5, 2013 1500-2300 and Dec 17, 2013 1600-2400 CCSO Deputies will work in support of DHE operations in Cochise County on S.R. 80, U.S. 191, and I-10. Mexican DTO/MLO operators use various overland routes to bypass the USBP checkpoints. Once a checkpoint has been bypassed, it allows for unfettered access of their products to the United States. Using advanced surveillance and patrol techniques, CCSO Deputies in conjunction with DHE operations and along with our SAMIT partners will focus on interdiction in areas of these highways used to bypass the checkpoints. Operations will be entered into COPS.	
Operational Coordination	
☒ Operation entered into COPS	

For HIDTA Use:	
<u>Thomas A. Hayden</u> DHE Program Coordinator	<u>9-23-13</u> Date
Comments: <u>Operating under SAMIT. Reduce funding to \$3000.00</u>	
Approved ☒ Denied ☐	
<u>Elizabeth Kinsdale</u> HIDTA Director's Signature	<u>9-23-13</u> Date
Comments: _____	

CITY OF TUCSON

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 three (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 attestation 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 attestation 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.
- D. The authorized official is also required to sign the Confidential Funds certification in Exhibit B.

Request for Reimbursement of HIDTA Overtime Expenses

Name of Agency
Address

HIDTA Initiative
Period of reimbursement claim
From:

Contact Person

To:

Phone #

Pay Period: 2

Employee Name	Is this employee eligible for OT from parent agency?	OT Hrs. this period	Overtime amount this period	Officer or Admin?	Brief description of overtime work (case number, etc.)	OCEDTF case?	Cumulative overtime amount to date
1	0	0	\$ -	0	0	0	\$ -
2	0	0	\$ -	0	0	0	\$ -
3	0	0	\$ -	0	0	0	\$ -
4	0	0	\$ -	0	0	0	\$ -
5	0	0	\$ -	0	0	0	\$ -
6	0	0	\$ -	0	0	0	\$ -
7	0	0	\$ -	0	0	0	\$ -
8	0	0	\$ -	0	0	0	\$ -
9	0	0	\$ -	0	0	0	\$ -
10	0	0	\$ -	0	0	0	\$ -
TOTALS:			\$ -				\$ -

I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions

Name of Authorized Representative of Requesting Agency

Title:

Date:

Name of HIDTA Initiative Supervisor

Title:

Date:

Overtime Checklist:

Authorized Uses:

Must be in support of HIDTA designated investigations
Limited to HIDTA-related law enforcement activities and non-administrative case support
Authorized only if the participant is eligible for such compensation by his/her parent agency.

Unauthorized Uses:

Include support of the following activities:

Training
Financial Management
Treatment
Drug demand reduction/prevention
non-investigative related administration

Overtime Cap:

Personnel must not exceed the current equivalent to 25% of the federal GS-12 step 1 level (Be sure to include OCEDTF hours)

High Intensity Drug Trafficking Area (HIDTA)
City of Tucson Police Department -FINANCIAL REPORT
CYCLE 22
FINANCIAL DETAIL

4/25/2011

Name of Agency	Grant Number: G12SA0007A
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Name of Initiative:

Reporting Period: From: (Month, Day, Year)	To:
---	-----

Expenditures (for current period)	This Period Expenses
1. Salaries	\$ -
2. Fringe Benefits (for Salary & Overtime)	\$ -
3. Overtime	\$ -
4. Travel	\$ -
5. Facilities	\$ -
6. Services	\$ -
7. Equipment	\$ -
8. Supplies	\$ -
9. Other	\$ -
10. Total Expenditures & Request for Reimbursement	\$ -

FUND STATUS	
11. Total funds spent from prior periods	\$0.00
12. Total funds spent this period (line 10 total expenditures)	\$0.00
	\$0.00
13. Total spent date (add line 11 & 12)	\$0.00
14. Total Grant Award	\$0.00
15. Balance of Grant (14 minus 13)	\$0.00

Type of Equipment Purchased: List each item included above over \$500.

Type of Equipment Purchased	Capital Y/N	Quantity	Amount of Each (\$)
			\$0.00
			\$0.00
			\$0.00

Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.

(U.S. Code, Title 218, Section 1001)

Typed or Printed Name and Title of Authorized Official Signature of Authorized Official	Telephone (Area code, number and extension)
	Email address
Prepared by:	Date Report Submitted (Month, Day, Year)
Title and Phone number:	



Southwest Border Arizona Region HIDTA
Fiscal Year 2012
(January 1, 2012 – December 31, 2013)

Contact Information

General Information

Agency Name:

Initiative Name:

Agency Website:

Agency Head/Authorized Official: (person authorized to sign contract)

Title:

Agency Name:

Mailing Address:

City: Zip: County:

E-mail Address: Phone Number: Fax Number:

Task Force Commander/Project Official:

Title:

Agency Name:

Mailing Address:

City: Zip: County:

E-mail Address: Phone Number: Fax Number:

Financial Official: (person preparing & signing MFRs)

Title:

Agency Name:

Mailing Address:

City: Zip: County:

E-mail Address: Phone Number: Fax Number:

Instructions

This is a combination non-supplanting certification and A-87 timesheet certification. It is designed to meet the standards of non-supplanting for the Office of National Drug Control Policy (ONDCP), as well as the Federal standards for documenting grant funded salaries.

1. Certification letters should be submitted semi-annually after the work has been performed. For example, January-June certifications should be submitted in July of the same year. After-the-fact certification is a Federal requirement. A reminder e mail will be sent when the letters are due.
2. Please submit a certification letter for each employee.
3. Items in **bold** should be filled in by the agency. The employee must sign, as well as a supervisor who has first-hand knowledge of the work performed.
4. Print the certification on agency letter head and submit the original to Jennifer Campbell.

MEMORANDUM

DATE:

TO: Office of National Drug Control Policy

FROM:

SUBJECT: G12SA0007A Non-Supplanting Certification

I certify the following for **07/01/12-12/31/12**:

- The listed position(s) do not supplant any part of the **AGENCY NAME** budget. HIDTA funds for these positions do not replace funds that have been appropriated for the same purpose.

Employee Signature

Employee Name and Position Title

- Each of these positions is exclusively dedicated to the HIDTA and a position description is on file and will be made available on request.
- The HIDTA-funded positions would be terminated if the funding were not available.
- There is no alternative funding available to support the salaries and benefits for these positions.
- The Agency will be responsible for tracking overtime billing to ensure that HIDTA, Organized Crime Drug Enforcement Task Force (OCDETF), or other grant programs do not pay for the same hours worked by these officers and that overtime paid to these officers does not exceed the authorized limit.

Supervisor Signature

Supervisor name and Title

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Juvenile Probation

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Intergovernmental Agreement for Juvenile Court Services

Submitted By: Tracey Rocco, Juvenile Probation

Department: Juvenile Probation

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 3

Submitted for Signature:

NAME
of PRESENTER: Tracey RoccoTITLE
of PRESENTER: Administrative
Finance
Manager

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?: A.R.S. 15-913

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Intergovernment Agreement (IGA) between The Arizona Supreme Court, The Cochise County School Superintendent and The Cochise County Superior Court for FY13/14 governing title funds for use in the Cochise County Juvenile Detention Center for education programs and classrooms effective as of the date of execution of the agreement by all parties through June 30, 2015.

Background:

Federal Title funds are distributed by the Arizona Department of Education to the Arizona Supreme Court-Administrative Office of the Courts, (AOC) for distribution to the juvenile detention centers. As mandated by statute, the county is required to provide education at the same level as public schools to juvenile detainees.

Department's Next Steps (if approved):

Provide the signed IGA to The Arizona Supreme Court-AOC for funding to be sent to Cochise County.

Impact of NOT Approving/Alternatives:

Lack of compliance with A.R.S. sub-section 15=913 and no title funding received for school operated at Juvenile Detention Center.

To BOS Staff: Document Disposition/Follow-Up:

Will provide a paper original of the IGA document for three signatures in blue ink by chairman, Ann English for signature on January 28th.

Fiscal Impact

Fiscal Year:	2014
One-time Fixed Costs? (\$\$\$):	0.00
Ongoing Costs? (\$\$\$):	0.00
County Match Required? (\$\$\$):	0.00
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):	

Source of Funding?:

AOC

Fiscal Impact & Funding Sources (if known):

The federal title funds are distributed to the Arizona Department of Education, (ADE). The ADE distributes the title funding to Arizona Supreme Court-AOC for distribution to the counties for purpose of education to juveniles detainees as mandated by A.R.S. sub-section 15-913.

Attachments

IGA Juvenile

Juvenile IGA Atty Gnl

**INTERGOVERNMENTAL AGREEMENT AMONG
THE ARIZONA SUPREME COURT,
THE COCHISE COUNTY SCHOOL SUPERINTENDENT AND
THE COCHISE COUNTY SUPERIOR COURT**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Cochise County Board of Supervisors, hereinafter referred to as "Board", the Cochise County School Superintendent, hereinafter referred to as "Superintendent", and the Cochise County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,231,590.93 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, The Elementary and Secondary Education Act of 2001 (ESEA), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76 State Administered Programs, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA Ch. 33, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of \$74,221.00 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on June 30, 2015.

5. Duties of the AOC

The AOC Shall:

- a.** Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs.
- b.** Provide Cochise County \$74,221.00 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.
- c.** Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.
- d.** Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties or fiscal years 2013/2014 and 2014/2015, respectively.
- e.** Provide training, education and support for detention educators, as well as providing appropriate resources for educational remediation for detention students.
- f.** Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent and maintain documentation of contracts reviewed.
- g.** Make financial distributions based on the state-wide allocation approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:
 - (1) Receipt of funds from the ADE;
 - (2) A current, original, and executed IGA or Amendment.

6. Duties of the Court

The Court shall:

- a.** Work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b.** Work in cooperation with the Superintendent pursuant to the court's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.
- e. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. §15-913(E)(1) . Instructors shall have the proper certification as required by the Arizona Department of Education.
- f. Provide program reports, as requested by the AOC, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

7. Duties of the Superintendent

The Superintendent shall:

- a. Work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Court pursuant to the Superintendent's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Work with the Court and the AOC in the preparation of the application for ESEA and associated funds for fiscal years 2013/2014 and 2014/2015, respectively.
- e. Ensure the detention education program is aligned to the Arizona College & Career Ready Standards as defined by criteria established by the State Board of Education.
- f. Ensure all education information and records are maintained in the juvenile's education file at the facility consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; A.R.S. §15-141.

- g.** Ensure all state required achievement tests (i.e. AIMS, AIMS-A) are administered to any student that is being detained on the scheduled date of testing as determined by the Arizona Department of Education.
- h.** Ensure the Child Find process as provided in 34 C.F.R. §300.111 et seq., is implemented for each student that is enrolled in the detention education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a detention setting, the IEP shall be amended in accordance with federal law.
- i.** Ensure the content and curriculum aligns with the Arizona College & Career Ready Standards and addresses the juvenile's educational needs as identified in their educational plan.
- j.** Work with the Court to ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include but are not limited to the Education and Career Action Plan (ECAP), Arizona Career Inventory System (AzCIS) and Merging Two Worlds.
- k.** Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.
- l.** Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.
- m.** Work in cooperation with the Court to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.
- n.** Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.
- o.** Maintain and provide to the AOC upon request, job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.
- p.** Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.

- q. Work with the Court to ensure all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).
- r. Work with the Court to provide services for all students that include:
- (1) Performing educational assessments given within 24 hours of enrollment that include but are not limited to math, reading and language arts to align with the Arizona College & Career Ready Standards. This information shall be updated at a minimum of every six (6) months.
 - (2) Developing education plans within 48 hours of enrollment that include the results from an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.
 - (3) Requesting educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plan accordingly.
 - (4) Coordinating the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913, or into public and/or alternative education placements.
 - (5) Supervising and assisting students to ensure successfully complete assigned work while in the detention facility,
 - (6) Awarding transferable credits for work completed while in the detention facility.
 - (7) The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (GED) test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).
 - (8) Developing a defined method of alternative education services for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file.

- s. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund ***and each program must be accounted for separately.*** Any interest earned on these monies while in the possession of the Superintendent shall accrue to ***each separate program account*** and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A-1 and the terms of this IGA.

9. Program Reporting and Expenditures

- a. **Closing Reports.** Submit an annual closing report which includes all required information pursuant to Title I Institution Wide Programs and assurances given pursuant to Title II-A. In addition, a Title Funds Closing Budget form, General Ledgers documenting expenditures of funds associated with this IGA, and carryover justification form shall be included and submitted to the AOC by September 1st of each fiscal year.
- b. **Program Reports.** Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.
- c. **Expenditures.** Ensure that funds are spent and programs are developed in accordance with all state and federal funding rules and regulations, as well as the Arizona Consolidated State Application approved by the USDOE on June 10, 2003. Expenditures shall also be in accordance with Exhibit A-1 and A-2.
- d. **Inappropriate Expenditures.** The superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. However, funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.
- e. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unexpended as of June 30th of each fiscal year, unless approved by the ADE. Additionally, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the

AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned to the AOC within 30 days of written notification. A closing financial statement shall be signed by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

f. Budget Modifications. The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.

g. Termination of Funding. In the event that this IGA is terminated prior to June 30, 2015 all unexpended funds in the possession of the Superintendent 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 progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. Books and Records

a. Financial Records and Examination. The Superintendent 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 this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, 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 shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree 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.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with all federal funds distributed by the AOC and pursuant to this and all previous IGA's. Written inventory and property control policies and procedures in accordance with federal requirements shall be maintained.

12. Transfer of Program Duties

Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

13. Property Acquired

In the event of a transfer of program duties, termination, or cancellation of the IGA, all property shall belong to the Superintendent but shall remain at the detention center as long as the property is being used for educational purposes.

14. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

15. Confidentiality

- a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted there under, and applicable school board policies.
- b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.
- c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure

Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees of the Superintendent as required in the performance of duties under the IGA, except upon the prior, written consent of the Court.

16. Modification

Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

17. Termination

This IGA may be terminated by any party upon 30 days written notice to all parties by certified mail due to:

- a. lack of funding;
- b. statutory changes in the program;
- c. failure of any party to comply with this IGA;
- d. other circumstances necessitating such action.

18. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

19. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

20. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

21. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

22. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

23. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

24. Legal Authority

By entering into this Agreement, the parties are not relieved of any obligation or responsibility imposed upon them by law.

25. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

26. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold social Security and income taxes for itself or any of its employees.

27. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

28. Availability of Funds

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401

- a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.
- b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- c. The Court retains the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the contract to ensure that the parties' personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

30. Audits

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

31. Change in Duties

Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

32. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:

Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:

Ms. Delcy Scull
Director of Juvenile Court Services
Cochise County Juvenile Court
915 Tovreaville Road PO Box 4219
Bisbee, Arizona 85603

SUPERINTENDENT:

Ms. Trudy Berry
Cochise County Superintendent of Schools
100 Clawson Avenue PO Drawer 208
Bisbee, Arizona 85603

SIGNATURE PAGE FOLLOWS

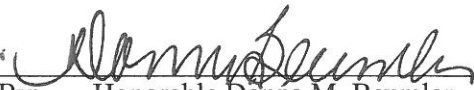
IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Cochise County:

By: 
Honorable Donna M. Beumler
Presiding Juvenile Court Judge

27 Dec 2013
Date

Superintendent:

By: 
Trudy Berry

12-31-13
Date

Board of Supervisors:

REVIEW COPY ONLY
By: Chairman, Ann English

Date:

Superintendent's Counsel:

Not applicable
By:

Date:

Board of Supervisors Counsel:

REVIEW COPY ONLY
By:

Date:

Exhibit A-1
FY14 Budget Application

Public Educational Agency (PEA) Arizona Supreme Court	County	COCHISE	Name	Phone	
		Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care
Current FY14 Allocation		\$13,247.00	\$11,376.00	\$45,212.00	\$4,386.00
Carryover from FY13 (+)		\$2,696.68	\$785.94	\$58.77	\$310.45
*Total Program Budget Allocation FY14 (=)		\$15,943.68	\$12,161.94	\$45,270.77	\$4,696.45
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care
Instruction 1000					
Salaries	6100				\$0.00
Employee Benefits	6200				\$0.00
Purchased Professional Services	6300				\$0.00
Purchased Property Services	6400				\$0.00
Other Purchased Services	6500				\$0.00
Supplies	6600				\$0.00
Other Expenses	6800				\$0.00
Support Services 2100, 2200, 2600-2900					
Salaries	6100				\$0.00
Employee Benefits	6200				\$0.00
Purchased Professional Services	6300				\$0.00
Purchased Property Services	6400				\$0.00
Other Purchased Services	6500				\$0.00
Supplies	6600				\$0.00
Other Expenses	6800				\$0.00
Support Services - Admin 2300, 2400, 2500					
Salaries	6100				\$0.00
Employee Benefits	6200				\$0.00
Purchased Professional Services	6300				\$0.00
Purchased Property Services	6400				\$0.00
Other Purchased Services	6500				\$0.00
Supplies	6600				\$0.00
Other Expenses	6800				\$0.00
Capital Outlay					
	6700 et al.				\$0.00
PROPOSED BUDGET EXPENDITURE TOTAL FY14		0.00	0.00	0.00	0.00

REVIEW COPY ONLY

Director of Juvenile Court Services Date

REVIEW COPY ONLY

County School Superintendent Date



Thomas C. Horne
Attorney General

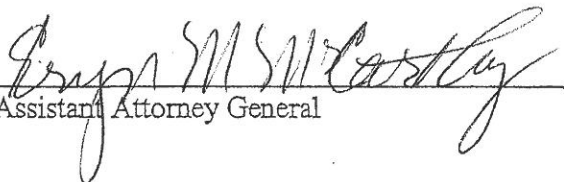
Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. **KR13-0130** 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.

Dated this 19th Day of December, 20 13

THOMAS C. HORNE
The Attorney General


Assistant Attorney General

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

Docket Z-14-01 (Franz) - A Request to Revert the Zoning of Property North of Huachuca City to RU-4 from TR-36 and RU-2

Submitted By: Peter Gardner, Community
Development

Department: Community Development

Division: Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: Peter Gardner

TITLE of PRESENTER: Planner
I

Mandated Function?: Not Mandated

**Source of Mandate
or Basis for Support?:**

Docket Number (If applicable): Z-14-01 (Franz)

Information

Agenda Item Text:

Adopt Zoning Ordinance 14-02, approving Docket Z-14-01, reverting the zoning district designation for parcels 106-15-094, -094B, -094C, & -094D to RU-4 from TR-36 and RU-2, pursuant to the request of Jeffery & Barbara Franz.

Background:

APPLICATION FOR A REZONING

The Applicants seek to rezone four parcels totaling 60-acres from TR-36 (Residential, one dwelling per 36,000-square feet) and RU-2 (Rural, one dwelling per two acres) to RU-4 (Rural, one dwelling per four acres). The parcels were conditionally rezoned from RU-4 to TR-36 and RU-2 in 2005; the conditions have not been met, and the Applicant seeks to revert the zoning to its former RU-4 designation. The property (Parcels no. 106-15-094, -094C, -094D, & -094E) are located on E. Ronald Reagan Parkway in the Babocomari Land Grant in Huachuca City, AZ. The Applicants are Jeffery & Barbara Franz.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Size: 60-Acres

Current Zoning: TR-36 (Residential, 1-dwelling per 36,000-square feet) and RU-2 (Rural, 1-dwelling per two acres)

Growth Area: Category B (Community Growth Area)

Area Plan: Babocomari Area Plan

Comprehensive Plan Designation: Low Density Residential

Existing Uses: Vacant Land

Proposed Uses: None

Surrounding Zoning

Relation to Subject Parcel Zoning District Use of Property

North TR-36 / RU-2 (Conditional) Vacant

South TR-36 / RU-2 (Conditional) Vacant

East RU-4 Vacant / Single Family Dwellings

West TR-36 (Conditional) / RU-4 Vacant / Single Family Dwellings

II. PARCEL HISTORY

In 2005, a previous owner of the property applied for a rezoning from RU-4 to TR-36 and RU-2, and was granted Conditional Approval (Docket Z-05-27). One of the Conditions of Approval, as required by the adopted Babocomari Area Plan (2006), indicates that any rezoning to a higher density to facilitate residential development must proceed under the County's subdivision process. To date, no developer has initiated a subdivision process for any of the subject parcels. The current owners and Applicants, Mr. & Mrs. Jeffery and Barbara Franz, are attempting to sell the parcels and wish to have the zoning reverted to the original RU-4.

The subject site consists of four parcels in the Babocomari Land Grant.

III. NATURE OF REQUEST

The Applicants were not involved in the original rezoning to TR-36 and RU-2, however, the conditional zoning restricts residential development to the County's subdivision process. The Applicants are requesting that the conditional zoning be reverted to RU-4 to facilitate selling the property for the purposes of building single-family residences. This type of rezoning request is often referred to as "downzoning" because if granted, the minimum lot size would increase from 36,000 sq.-ft. minimum lots to a four-acre minimum lot size.

Southwest view of the property.

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of zoning District boundaries take place in compliance with the Comprehensive of Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "B"—Community Growth Area and is considered a "Low-Density Residential" land use designation area per the Babocomari Area Plan. RU-4 zoning is permitted in the Category "B," "Low-Density Residential" areas, so this request to rezone to RU-4 complies with the Babocomari Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Eight of the criteria are applicable to this request, and all of the eight applicable factors are met.

1. Provides an Adequate Land Use/Concept Plan—Not Applicable.

The Applicant intends to sell the parcels "as is." The proposal is intended to facilitate standard, rural homesite development, but the parcels would be eligible for the full range of allowed principal, accessory, and Special Uses per Article 6 of the Zoning Regulations.

2. Compliance with the Applicable Site Development Standards—Complies.

As noted above, the 60-acre site is undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcel to be developed. Any new development proposal would be subject to Rural District development standards.

Example of current conditions in the area.

3. Adjacent Districts Remain Capable of Development – Complies.

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses—Complies.

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development –Complies.

There is precedent for RU-4 zoning in the immediate area; there is currently RU-4 zoning adjacent to the parcel.

6. Rezoning to More Intense Districts—Not Applicable.

As indicated, this request is for a downzoning, which in this case would reduce the permitted density by approximately a factor of five.

7. Adequate Services and Infrastructure – Not Applicable.

As this request is for a downzoning, this factor does not apply.

8. Traffic Circulation Criteria – Complies.

Because this request is to reduce density, rezoning from TR-36 and RU-2 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets—Not Applicable.

The area is not served by roads within the County Maintenance system.

10. Infill—Not Applicable.

This Factor applies only for rezoning requests to General Business, Light Industry or Heavy Industry.

11. Unique Topographic Features – Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation—Complies.

As this proposed downzoning would reduce permitted maximum density, potential water usage would also likely decrease.

13. Public Input—Complies.

As this is a downzoning request, the Applicants were not required to complete a Citizen Review; however, they did so voluntarily. The Applicant received inquiries, but no opposition. Staff published a legal notice and notified neighboring property owners within 1,000-feet of the property and received inquiries, but no support or opposition.

14. Hazardous Materials – Not Applicable.

No hazardous materials are proposed as part of this request.

15. Compliance with Area Plan - Complies

The subject property lies within a Category “B”– Community Growth Area and is considered a “Low-Density Residential” land use designation area per the Babocomari Area Plan. The Neighborhood Conservation designation is intended to create neighborhoods with lots of one-acre or more. This request would comply by creating a minimum lot size of four-acres per dwelling.

V. SUMMARY

The rezoning (“downzoning”) request is for four parcels totaling 60-acres in the Babocomari. This request would eliminate a conditional rezoning that was approved eight years ago contingent on the approval of a Subdivision Plat. Due to the failure of any developer to proceed with the subdivision process the area is characterized by open expanses, with all current development occurring on parcels zoned RU-4. The Babocomari Area Plan designates the site for Low Density Residential. This designation essentially constitutes a recommendation on the part of the Area Plan for a rezoning to a lower-density zoning district, providing a major Factor in Favor of Approval. A rezoning to the RU-4 district would therefore reflect the policies of the Plan, and would better reflect the character of the surrounding neighborhood.

Staff’s recommendation is based upon the above analysis, as well as the following Factors in Favor of approval:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of development in the area;
2. The Babocomari Area Plan and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. The request would remove the conditional zoning and permit the owner to develop the property.

Factors Against Approval

None apparent

VI. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends Conditional Approval of Docket Z-13-03, subject to the following standard Conditions:

The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the rezoning.

VII. ATTACHMENTS

A. Location Map

B. Rezoning Application

C. Citizen Review Letter

Department's Next Steps (if approved):

Planning staff will take recorded ordinance to GIS to correct County Zoning Maps to reflect this action.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the current TR-36 and RU-2 zoning designations, subject to the approval of a subdivision plat.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the Zoning Ordinance, Board Staff should send a recorded copy of the same to the Planning Department for our files.

Attachments

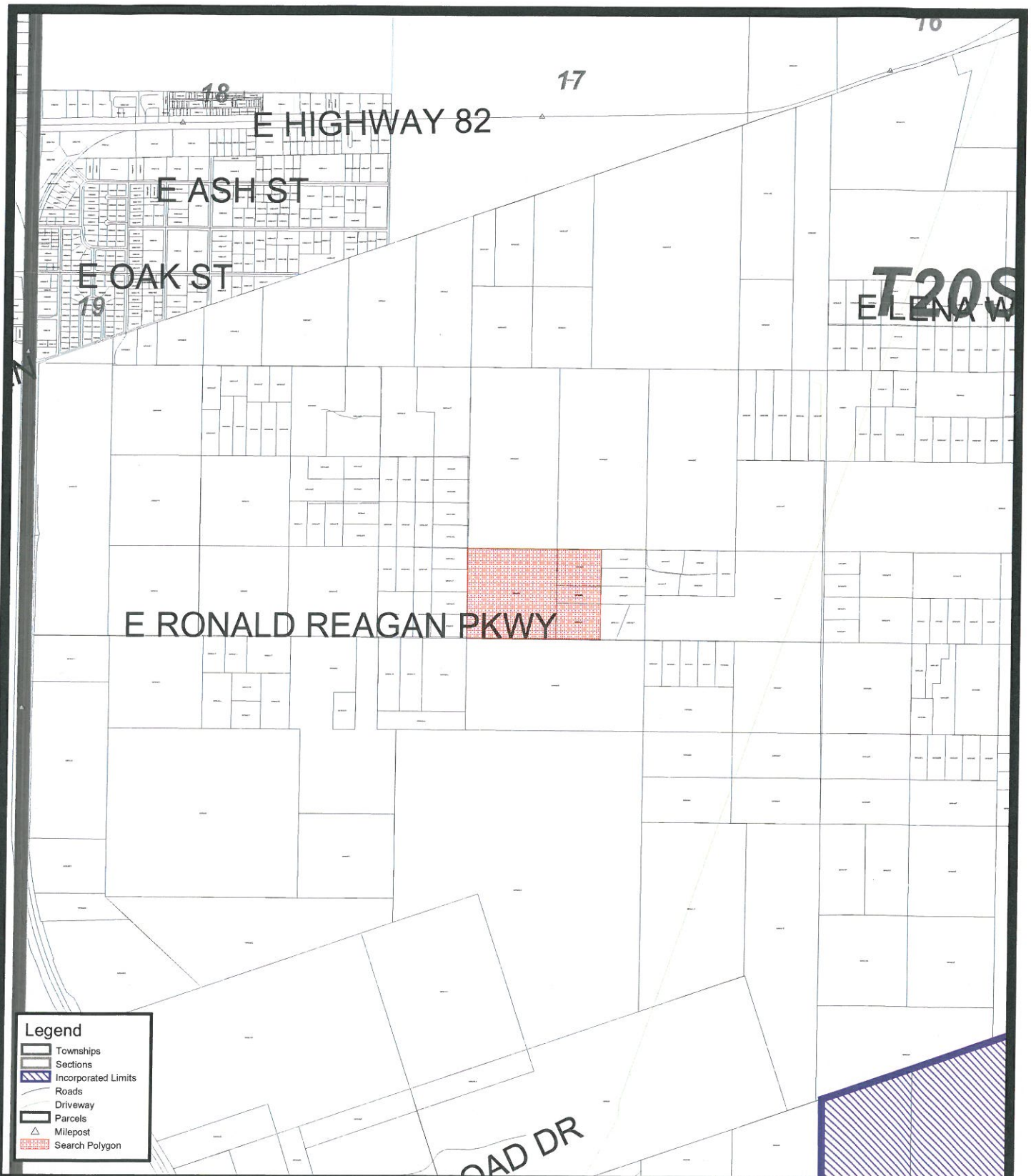
Attachments

Ordinance

Exhibit A

PowerPoint

Staff Memo



Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Driveway
- Parcels
- Milepost
- Search Polygon



Z-14-01 (Franz)

This map is a product of the
Cochise County GIS





2-14-01

COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

COCHISE COUNTY REZONING APPLICATION

Submit to: Cochise County Community Development Department
1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: Jeffrey L & BARBARA L FRANZ
2. Mailing Address: TEMP 29023 HOBBLE BUSH PERM 960 E FRY BLVD
SAN ANTONIO, TX SIERRA VISTA, AZ
78260 85635
- City _____ State _____ Zip Code _____
3. Telephone Number of Applicant: 520) 227 3216
4. Telephone Number of Contact Person if Different: () _____
5. Email Address: franz5@cox.net
6. Assessor's Tax Parcel Number: 106-15-94E (Can be obtained from your County property tax statement)
106-15-94C
106-15-94D
106-15-94
7. Applicant is (check one):
 - Sole owner: ☒
 - Joint Owner: _____ (See number 8)
 - Designated Agent of Owner: _____
 - If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
 - List attached (if applicable): _____
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:
 - If corporation, corporate resolution designating applicant to act as agent: _____
 - If partnership, written authorization from partner: _____
 - If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.

19. Are there any deed restrictions or private covenants in effect for this property?

- No X Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____
- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

RONALD REAGON, ZOSIMO, VALLEY VIEW, TAHOE PASS

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? _____

none

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? none

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	<u>N/A</u>	
Sewer/Septic	<u>N/A</u>	
Electricity	<u>N/A</u>	
Natural Gas	<u>N/A</u>	
Telephone	<u>N/A</u>	
Fire Protection	<u>WHETSTONE FIRE DEPARTMENT</u>	

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed). _____

Changing Conditional Zoning for a
SUBDIVISION to REVERT zoning to what
it was when it came into the county
RV-4, this then will be a "Down Zone"

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:

- Copy of deed of ownership: X
- Copy of title report: _____
- Copy of tax notice: X
- Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes _____ No X

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

NOT REQUIRED BUT INCLUDED

12. Is more than one parcel contained within the area to be rezoned? Yes _____ No _____

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: CONDITONAL RU-2 + TR - 36

14. Indicate proposed Zoning District for Property: RU4

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review this criteria and supply all information that applies to your rezoning. Feel free to call the Planning Department with questions regarding what information is applicable.

15. Comprehensive Plan Category: B (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: _____ (A County planner can provide this information.)

LOW DENSITY RESIDENTIAL/BABOCOMARI AREA PLAN

Note: in some instances a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria, Section A.

17. Describe all structures already existing on the property: NONE, VACANT LAND

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: _____

4 ACRE or LARGER, Single family Home, Site Bilt

25. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: Jeffrey R. Franz Barbara L. Franz

Date: 12/11/2013

Jeffrey L & Barbara L Franz

29023 Hobblebush

San Antonio, TX 78260

December 10, 2013

Neighbors,

We are obligated to inform property owners near our parcels, those being, 106-15-94, 105-15-94E, 105-15-94C, and 106-15-94D, totaling 60 acres, of our intentions to rezone. These properties are roughly North East of the intersection of Ronald Reagan and Zosimo and are conditionally zoned RU-2, for a subdivision. We are requesting a reversion to the original zoning as the properties entered the county, RU-4. We are inviting comments in this regard to be emailed to us at franz5@cox.net

Thank you for your considerations,

Jeffrey L Franz

Barbara L Franz

ZONING ORDINANCE 14-__

Re: Docket Z-14-01 Application of Jeffery & Barbara Franz

Page 1

ZONING ORDINANCE 14-__

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM TR-36
AND RU-2 TO RU-4, PURSUANT TO THE APPLICATION OF JEFFERY
& BARBARA FRANZ**

WHEREAS, A.R.S. § 11-814 allows property owners or their authorized agent to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

WHEREAS, the Cochise County Board of Supervisors recognizes that zoning amendments can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, Tax Parcels 106-15-094, -094B, -094C, & -094D were granted a conditional rezoning in 2005 from RU-4 to TR-36 and RU-2 to facilitate a residential subdivision; and

WHEREAS, the conditions applied to the rezoning were never completed (including the submission of a subdivision plat); and

WHEREAS, the Applicant wishes to abandon the proposed subdivision project and ~~wishes~~ to revert the zoning to RU-4; and

WHEREAS, pursuant to A.R.S. § 11-814, the Board of Supervisors ~~may~~ revert zoning if the property has not been improved for the use for which it was conditionally approved; ~~and~~

WHEREAS, the requested zoning district represents a reduction in density in accordance with the Babocomari Area Plan; and

WHEREAS, the requested zoning district is harmonious with the surrounding zoning districts; and

WHEREAS, the Cochise County Board of Supervisors promotes effective, early and continuous public participation by citizens; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicants Jeffery & Barbara Franz; and

WHEREAS, the Board of Supervisors conditionally approved the request for a change in the Zoning District boundaries,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Zoning District Boundaries shall be amended as follows:

The zoning classifications for Tax Parcels 106-15-094, -094B, -094C, & -094D, as shown on the map attached to this Resolution as Exhibit A, are changed from TR-36 and RU-2 to RU-4. The property is located in the Babocomari Land Grant in Huachuca City, AZ. The property is further described as being in Township 20 South, Range 20 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-14-01 subject to the following condition of approval:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning;

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 28th day of January, 2014.

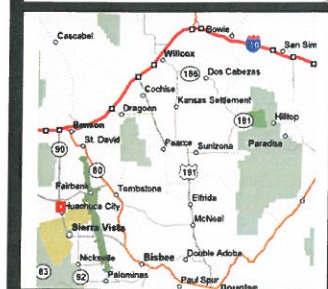
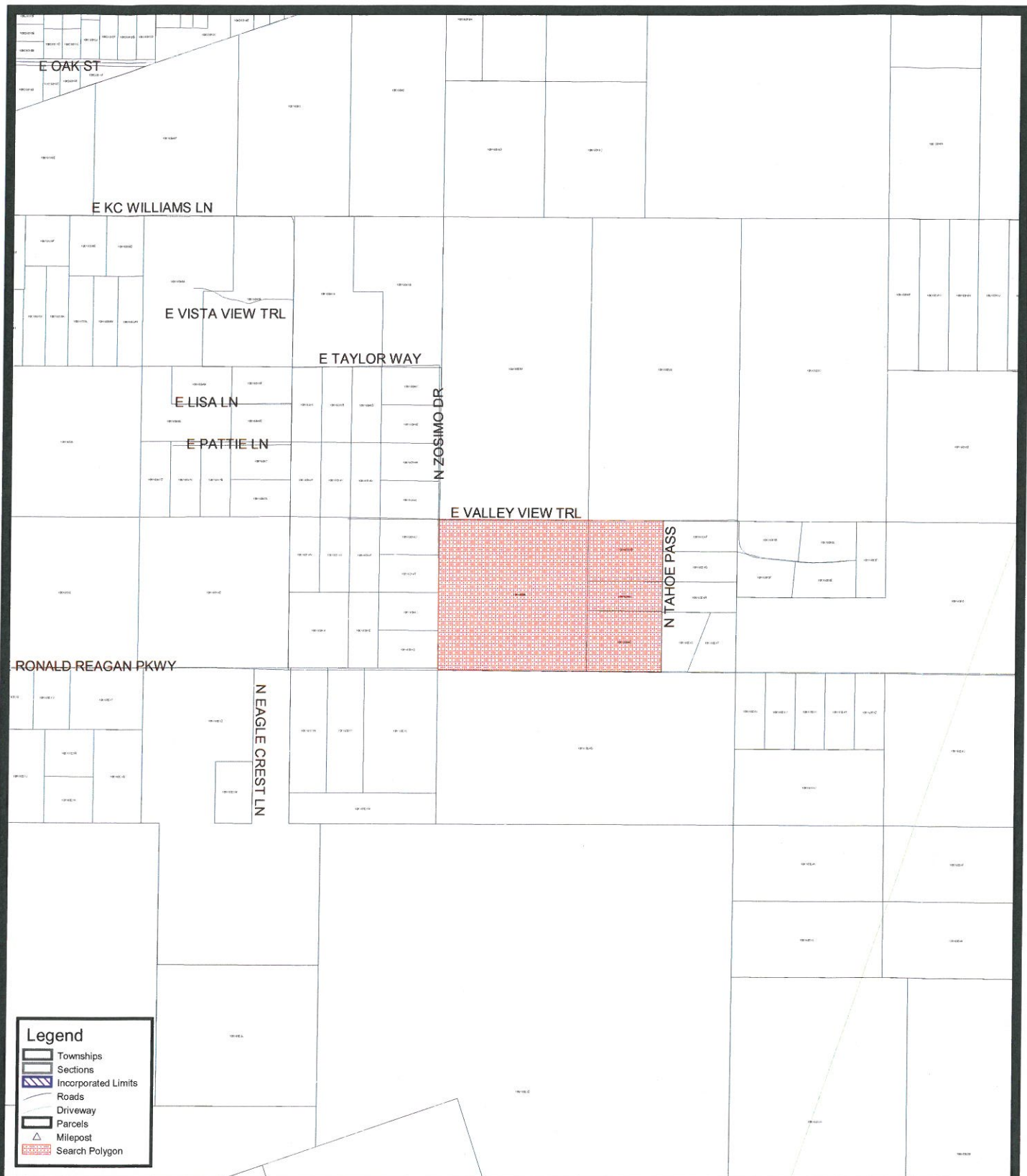
Ann English, Chairman
Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:

Adam Ambrose,
Chief Civil Deputy County Attorney



Z-14-01 (Franz) Attachment A

This map is a product of the
Cochise County GIS



0' 1" = 1200'



Docket Z-14-01 (Franz)

A Request to Rezone four Parcels from
TR-36 and RU-2 to RU-4

Board of Supervisors
01/28/2014



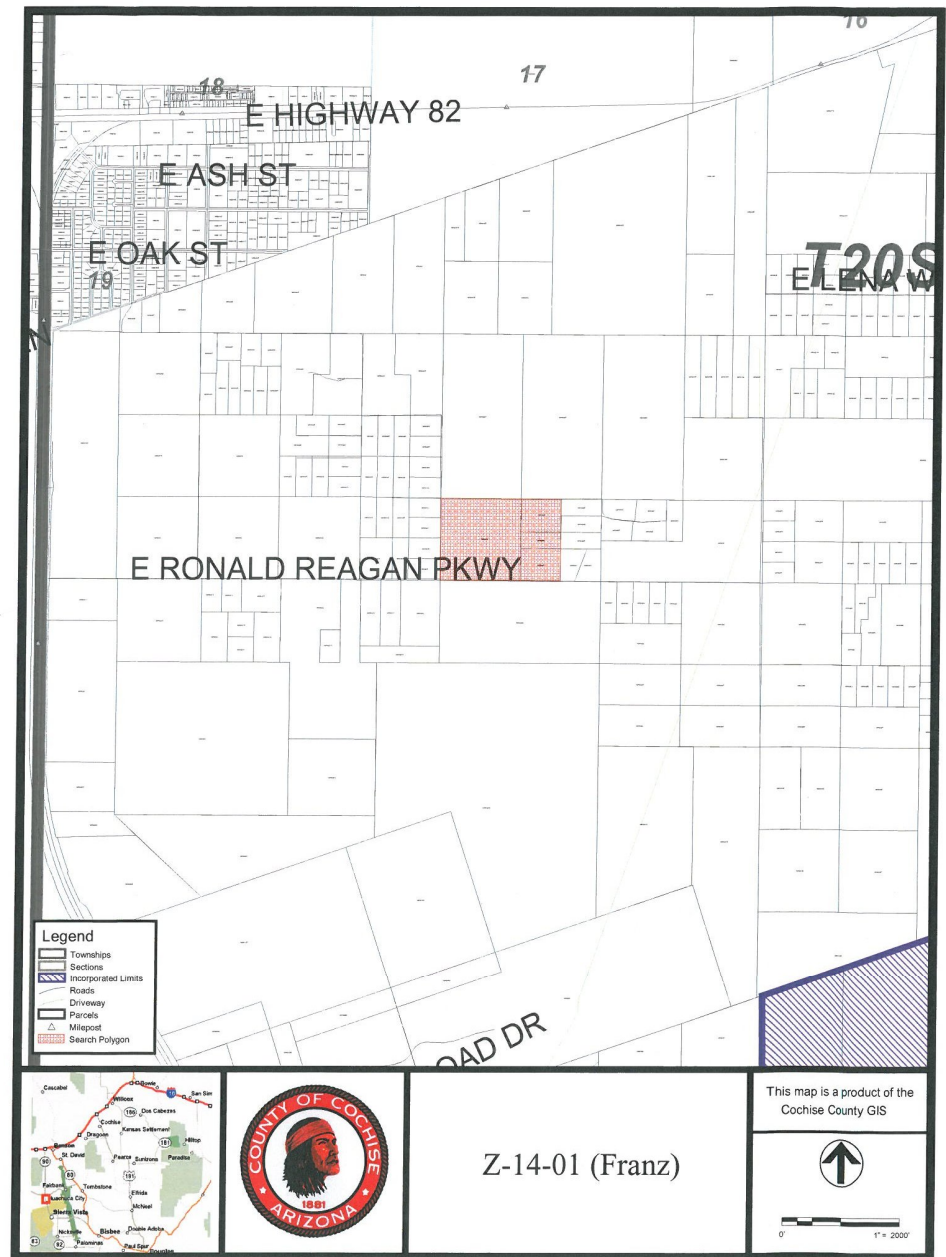
Docket Z-14-01 (Franz)

- The Applicants are Jeffery & Barbara Franz.
- Request to rezone (“downzone”) four parcels totaling 60-acres from TR-36 and RU-2 to RU-4.
- The parcels are located in the Babocomari.
- Current TR-36 and RU-2 zonings, approved in 2005, are conditional, pending approval of a subdivision plat. No plat has been submitted to date.
- The Applicants, who were not the Applicants in the original rezoning request, are requesting that the zoning be reverted to the original RU-4.



Location

The property is located at the northeast corner of E. Ronald Reagan Parkway and N. Zosimo Drive in the Babocomari.





Northeast view of the Franz property



Factors in Favor

1. Allowing the request would be in keeping with the character of development in the area;
2. The Babocomari Area Plan and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. The request would remove the conditional zoning and permit the owner to develop the property.



Factors Against

None Apparent



Recommendation: Conditional Approval

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning.



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Cochise County Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Peter Gardner, Planner I
For: Beverly J. Wilson, Planning Director

SUBJECT: Docket Z-14-01 (Franz)

DATE: January 10, 2014 for the January 28, 2014 Meeting

APPLICATION FOR A REZONING

The Applicants seek to rezone four parcels totaling 60-acres from TR-36 (Residential, one dwelling per 36,000-square feet) and RU-2 (Rural, one dwelling per two acres) to RU-4 (Rural, one dwelling per four acres). The parcels were conditionally rezoned from RU-4 to TR-36 and RU-2 in 2005; the conditions have not been met, and the Applicant seeks to revert the zoning to its former RU-4 designation. The property (Parcels no. 106-15-094, -094C, -094D, & -094E) are located on E. Ronald Reagan Parkway in the Babocomari Land Grant in Huachuca City, AZ. The Applicants are Jeffery & Barbara Franz.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

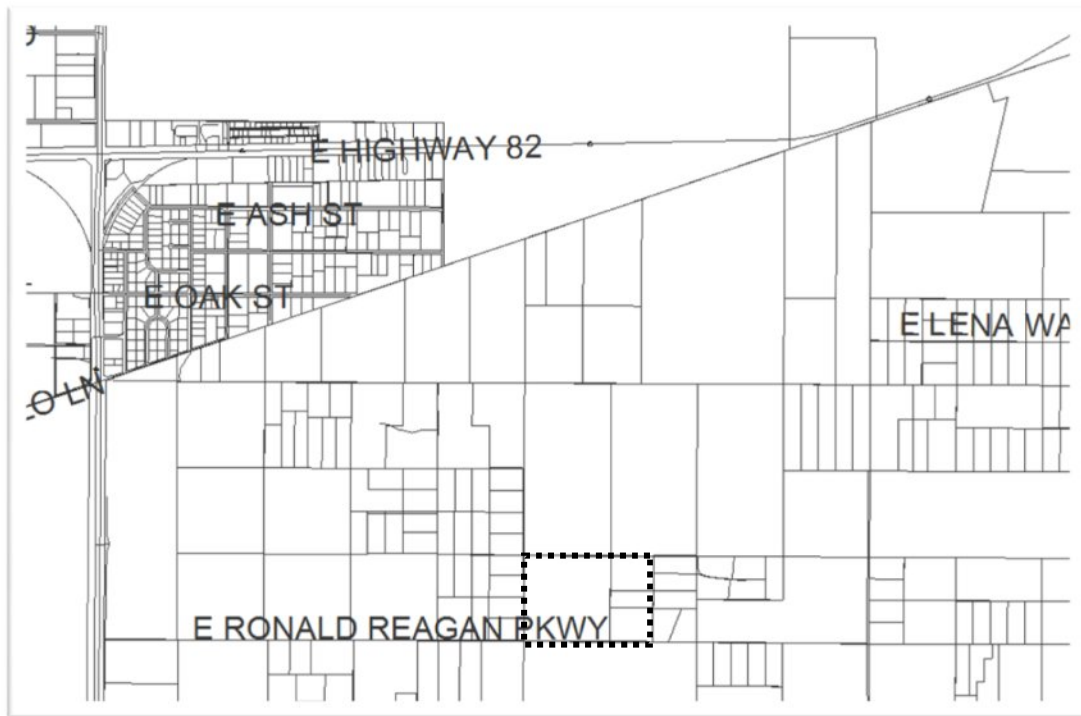
Size: 60-Acres
Current Zoning: TR-36 (Residential, 1-dwelling per 36,000-square feet) and RU-2 (Rural, 1-dwelling per two acres)
Growth Area: Category B (Community Growth Area)
Area Plan: *Babocomari Area Plan*
Comprehensive Plan Designation: Low Density Residential
Existing Uses: Vacant Land
Proposed Uses: None

Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
North	TR-36 / RU-2 (Conditional)	Vacant
South	TR-36 / RU-2 (Conditional)	Vacant
East	RU-4	Vacant / Single Family Dwellings
West	TR-36 (Conditional) / RU-4	Vacant / Single Family Dwellings

II. PARCEL HISTORY

In 2005, a previous owner of the property applied for a rezoning from RU-4 to TR-36 and RU-2, and was granted Conditional Approval (Docket Z-05-27). One of the Conditions of Approval, as required by the adopted *Babocomari Area Plan* (2006), indicates that any rezoning to a higher density to facilitate residential development must proceed under the County's subdivision process. To date, no developer has initiated a subdivision process for any of the subject parcels. The current owners and Applicants, Mr. & Mrs. Jeffery and Barbara Franz, are attempting to sell the parcels and wish to have to zoning reverted to the original RU-4.



The subject site consists of four parcels in the Babocomari Land Grant.

III. NATURE OF REQUEST

The Applicants were not involved in the original rezoning to TR-36 and RU-2, however, the conditional zoning restricts residential development to the County's subdivision process. The Applicants are requesting that the conditional zoning be reverted to RU-4 to facilitate selling the property for the purposes of building single-family residences. This type of rezoning request is often referred to as “*downzoning*” because if granted, the minimum lot size would increase from 36,000 sq.-ft. minimum lots to a four-acre minimum lot size.



Southwest view of the property.

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of zoning District boundaries take place in compliance with the Comprehensive of Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category “B”—Community Growth Area and is considered a “Low-Density Residential” land use designation area per the *Babocomari Area Plan*. RU-4 zoning is permitted in the Category “B,” “Low-Density Residential” areas, so this request to rezone to RU-4 complies with the Babocomari Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Eight of the criteria are applicable to this request, and all of the eight applicable factors are met.

1. Provides an Adequate Land Use/Concept Plan—Not Applicable.

The Applicant intends to sell the parcels “as is.” The proposal is intended to facilitate standard, rural homesite development, but the parcels would be eligible for the full range of allowed principal, accessory, and Special Uses per Article 6 of the Zoning Regulations.

2. Compliance with the Applicable Site Development Standards—Complies.

As noted above, the 60-acre site is undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcel to be developed. Any new development proposal would be subject to Rural District development standards.



Example of current conditions in the area.

3. Adjacent Districts Remain Capable of Development – Complies.

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses—Complies.

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development –Complies.

There is precedent for RU-4 zoning in the immediate area; there is currently RU-4 zoning adjacent to the parcel.

6. Rezoning to More Intense Districts—Not Applicable.

As indicated, this request is for a downzoning, which in this case would reduce the permitted density by approximately a factor of five.

7. Adequate Services and Infrastructure – Not Applicable.

As this request is for a downzoning, this factor does not apply.

8. Traffic Circulation Criteria – Complies.

Because this request is to reduce density, rezoning from TR-36 and RU-2 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets—Not Applicable.

The area is not served by roads within the County Maintenance system.

10. Infill—Not Applicable.

This Factor applies only for rezoning requests to General Business, Light Industry or Heavy Industry.

11. Unique Topographic Features – Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation—Complies.

As this proposed downzoning would reduce permitted maximum density, potential water usage would also likely decrease.

13. Public Input—Complies.

As this is a downzoning request, the Applicants were not required to complete a Citizen Review; however, they did so voluntarily. The Applicant received inquiries, but no opposition. Staff published a legal notice and notified neighboring property owners within 1,000-feet of the property and received inquiries, but no support or opposition.

14. Hazardous Materials – Not Applicable.

No hazardous materials are proposed as part of this request.

15. Compliance with Area Plan - Complies

The subject property lies within a Category “B”– Community Growth Area and is considered a “Low-Density Residential” land use designation area per the *Babocomari Area Plan*. The Neighborhood Conservation designation is intended to create neighborhoods with lots of one-acre or more. This request would comply by creating a minimum lot size of four-acres per dwelling.

V. SUMMARY

The rezoning (“downzoning”) request is for four parcels totaling 60-acres in the Babocomari. This request would eliminate a conditional rezoning that was approved eight years ago contingent on the approval of a Subdivision Plat. Due to the failure of any developer to proceed with the subdivision process the area is characterized by open expanses, with all current development occurring on parcels zoned RU-4. The *Babocomari Area Plan* designates the site for Low Density Residential. This designation essentially constitutes a recommendation on the part of the Area Plan for a rezoning to a lower-density zoning district, providing a major Factor in Favor of Approval. A rezoning to the RU-4 district would therefore reflect the policies of the Plan, and would better reflect the character of the surrounding neighborhood.

Staff’s recommendation is based upon the above analysis, as well as the following Factors in Favor of approval:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of development in the area;
2. The *Babocomari Area Plan* and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and

3. The request would remove the conditional zoning and permit the owner to develop the property.

Factors Against Approval

None apparent

VI. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends **Conditional Approval** of Docket Z-13-03, subject to the following standard Conditions:

The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the rezoning.

VII. ATTACHMENTS

- A. Location Map
- B. Rezoning Application
- C. Citizen Review Letter

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 01/28/2014

IGA Sierra Vista for Consultant to promote retention and expansion of missions at Ft. Huachuca

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME of PRESENTER:** Michael J. Ortega**TITLE of PRESENTER:** County Administrator**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Docket Number (If applicable):**

Information**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for funding of a Consultant to Promote Retention and Expansion of Missions of the U.S. Army at Fort Huachuca.

Background:

The City of Sierra Vista and Cochise County have been partners in addressing issues related to Fort Huachuca for many years. Although there are other areas of concern, to date, the majority of the focus of this partnership has been on water. Within the recent past, the City and County have become aware of an erosion of missions at the Fort. Specifically, the Army has decided to move missions away from Fort Huachuca thus causing strain on the local economy. In addition, given the comments we have heard from Washington, a new Base Realignment and Closure (BRAC) process may begin within the next couple of years. Because of the importance of the Fort to Sierra Vista's, Cochise County's and the State's economy and the complexity of maneuvering through the Federal process, City officials have recommended contracting with a private firm to assist us in the effort of reducing mission loss and ultimately protecting our interests during a BRAC process.

To that end, the City has teamed up with the Huachuca 50 and has invited us to partner with them to hire a consultant to guide us through this effort of preserving Fort Huachuca in its current state. The IGA before you outlines the relationship with the City and the corresponding cost. Although our relationship through this IGA is with the City of SV, and our contribution is the same as the City's, we are in essence responsible for 1/3 of the total cost. The term of the agreement is for 18 months with additional annual renewals if acceptable to the parties.

Department's Next Steps (if approved):

Begin financial contribution towards the cost of the consultant.

Impact of NOT Approving/Alternatives:

Cochise County will not be at the table charting discussions and strategic directions for addressing mission erosion and future BRAC processes with regard to Fort Huachuca.

To BOS Staff: Document Disposition/Follow-Up:

Send IGA to City of Sierra Vista and request signatures.

Fiscal Impact

Fiscal Year: 14/15

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

The monthly cost will be \$2,777.78 which equates to \$33,333.36 annually. The cost of the initial 18 month term of the agreement would be \$50,000.04. The cost of this partnership in the current fiscal year (5 payments) will be \$13,888.90 and I recommend this amount be taken from General Fund contingency cash carry forward. The remaining amount of the IGA will be budgeted in FY 14/15 (12 payments - \$33,333.36) and FY 15/16 (1 payment - \$2,777.78) with the specific source identified during the budget process.

Attachments

IGA

**Intergovernmental Agreement
Between the
County of Cochise (“County”) and City of Sierra Vista
 (“City”) for Funding of a Consultant
to Promote Retention and Expansion of
Missions of the U.S. Army at Fort Huachuca**

WHEREAS, the County and the City are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

WHEREAS, both the County and the City are authorized to spend public monies for and in connection with economic development activities pursuant to A.R.S. §§ 11-254.04 and 9-500.11; and

WHEREAS, both the County and the City recognize that potential reductions in missions on the Fort Huachuca U.S. Army base pose a threat to economic development in both the County and the City; and

WHEREAS, both the County and the City conclude that it is in their common interest to contribute to the funding of and obtain the benefit of the services of a consultant to assess the extent of that threat and assess and advocate for steps that may be taken to mitigate that threat,

NOW, THEREFORE, IT IS AGREED between the parties as follows:

I. Purpose: The parties agree that the County shall contribute public monies in the amount stated below, and according to the terms stated below, to the City for the service to be undertaken by the City of arranging for funding of a consultant to promote retention and expansion of missions of the U.S. Army at Fort Huachuca for the economic benefit of the County and the City and their respective residents.

II. Respective responsibilities of the parties:

A. The City shall make such arrangements as it deems necessary, which may include contractual arrangements with private parties, including Capitol Strategies, LLC, and shall make such contributions of public funds as it deems necessary, to facilitate the hiring and funding of a consultant to promote retention and expansion of missions of the U.S. Army at Fort Huachuca.

B. The County shall make payment directly to the bank account of the City of Sierra Vista the amount of \$2,777.78 toward the cost of the professional services of a consultant as described in Subparagraph II.A, above, on the first day of the first month after a contract for professional services for said consultant has been entered into, and

shall continue to do so on the first day of each month thereafter for a total initial term of six months.

III. Duration: This Agreement shall take effect on the date it is entered into, below. It shall remain in effect, unless terminated by the parties pursuant to Paragraph VI, below, until such time as the County has made eighteen monthly payments, as described above. This Agreement is subject to automatic renewal for successive six-month periods thereafter for a total period of up to five years, unless terminated by either party on thirty (30) days' written notice.

IV. Employment status. Any consultant hired under terms of or in furtherance of this Agreement shall not be an employee of the County or the City.

V. No separate legal entity. No separate legal entity is formed by this Agreement.

VI. Termination: Either party may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice.

VII. Notices: Any notices required under this Agreement shall be mailed, by first class mail to, and be effective upon actual receipt by:

A. For the County of Cochise:

Michael Ortega, County Administrator
1415 Melody Lane, Bldg. G
Bisbee, AZ 85603

B. For the City of Sierra Vista:

Charles P. Potucek, City Manager
1101 N. Coronado Drive
Sierra Vista, AZ 85635

THIS AGREEMENT IS ENTERED INTO this ____ day of _____, 2014, by,

Ann English, Chair
County of Cochise Board of Supervisors

Rick Mueller, Mayor
City of Sierra Vista

In accordance with A.R.S. § 11-952, undersigned counsel have 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.

Adam Ambrose

Nathan Williams

Deputy County Attorney

City Attorney

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2014

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME na
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE na
of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Attachments

Agenda



County Supervisors A S S O C I A T I O N o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

January 17, 2014

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *President James Palmer*

- A) Webinar Procedures
- B) Overview of the Legislative Policy Committee
 - 1) Overview of the LPC
 - 2) LPC Guidelines
 - 3) Roster of Committee Members
- C) Governor's Budget Recommendation Report / JLBC Baseline Budget
- D) Transportation
- E) PILT Funding
- F) External Efforts
 - 1) State Veterinary Policy
 - 2) Special Districts
 - 3) County-wide Fire Districts
 - 4) Medical Transportation & Ambulatory Study Committee
 - 5) Underground Storage Tank Study Committee
- G) CSA Legislative Agenda
 - 1) Folder #608 County Seals (*J. Pierce*)
 - 2) Folder #609 Group Home Disbursement Rate (*Brophy-McGee*)
 - 3) Folder #610 Court-ordered Evaluations; Federal Payments (*Brophy-McGee*)
 - 4) Folder #611 Fire District Reorganization (*Fann*)
 - 5) Folder #612 Fireworks (*Fann*)
 - 6) Folder #613 County Abatements; Property Liens (*Ward*)
 - 7) Folder #614 The Arizona State Lake Improvement Fund (SLIF) (*Borrelli*)
 - 8) Folder #TBD Special District Use Fees (*Worsley*)
- H) Legislative Bills for Discussion
 - 1) [HB 2013](#): counties; flood control districts; rules (*Ugenti*)
- I) Next Meeting Date and Time (*Thursday, January 23, at 10:00 a.m.; then Friday, January 31, at 9:00 a.m.*) **PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING**
- J) Other Business
- K) Adjourn



County Supervisors A S S O C I A T I O N o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

Legislative Policy Committee ◇ Overview ◇

Purpose: Under CSA by-laws (Article 11), the LPC implements the legislative program adopted by the Board.

Membership: Fifteen members—the six CSA Executive Committee officers and one representative from each county not represented by an officer. Meetings are open to all CSA members.

Voting Policy: Two-thirds of the entire LPC may adopt a position on behalf of CSA regarding any issue before the state legislature or U.S. Congress that is not addressed in the Board's legislative program.

Meetings: The LPC meets as often as necessary during regular and special sessions of the legislature. During the regular session, meetings are scheduled at least once per month, although the LPC meets frequently when evolving issues demand rapid response or sustained attention. Telephonic participation is permitted.

Activities: The LPC is critical to the success of CSA's coalition strategy. Supervisors bring the credibility and influence necessary to inform state legislators of the needs of local constituencies. Accordingly, participants in the LPC will be engaged in the following activities:

- Review legislation and make recommendations to the Board
- Direct lobbying of state and federal leaders
- "Speakers Bureau" participation, helping to communicate the coalition's message points to local audiences
- Authoring Op-Ed pieces
- Testifying before committees
- Serving as a catalyst to involve board colleagues in CSA legislative activities

CSA will provide staff support regarding these activities.



County Supervisors A S S O C I A T I O N o f a r i z o n a

COUNTY SUPERVISORS ASSOCIATION

Legislative Policy Committee Membership

		<u>2013</u>	Proposed for <u>2014</u>
Apache County	~	Barry Weller	Barry Weller
Cochise County	~	Ann English	Ann English
Coconino County	~	Mandy Metzger	Mandy Metzger
Gila County	~	Tommie Martin	Tommie Martin
Graham County	~	Jim Palmer	Jim Palmer
Greenlee County	~	David Gomez	David Gomez
La Paz County	~	Holly Irwin	
Maricopa County	~	Steve Chucri	
Mohave County	~	Gary Watson	Gary Watson
Navajo County	~	David Tenney	David Tenney
Pima County	~	Sharon Bronson	Sharon Bronson
Pinal County	~	Pete Rios	Pete Rios
Santa Cruz County	~	Manny Ruiz	Manny Ruiz
Yavapai County	~	Tom Thurman	Tom Thurman
Yuma County	~	Lenore Stuart	Lenore Stuart

Web Conference:

Meeting Name: CSA LPC Meeting

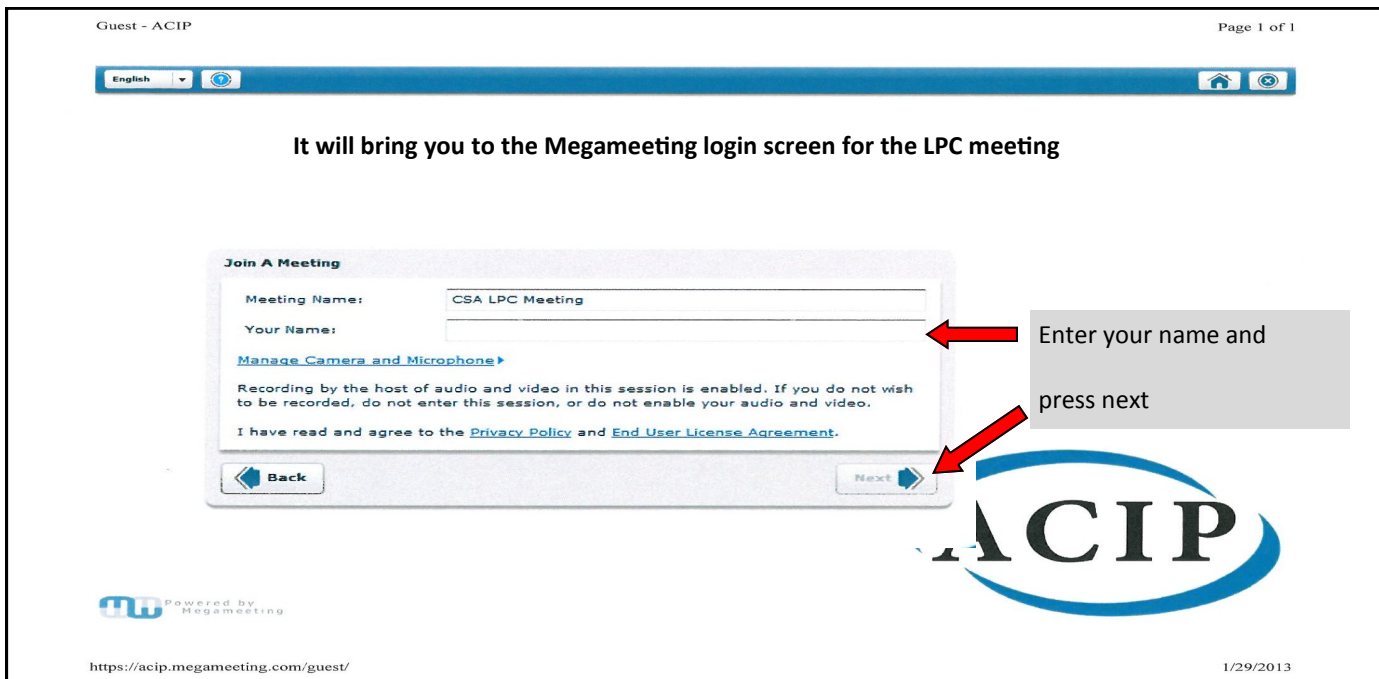
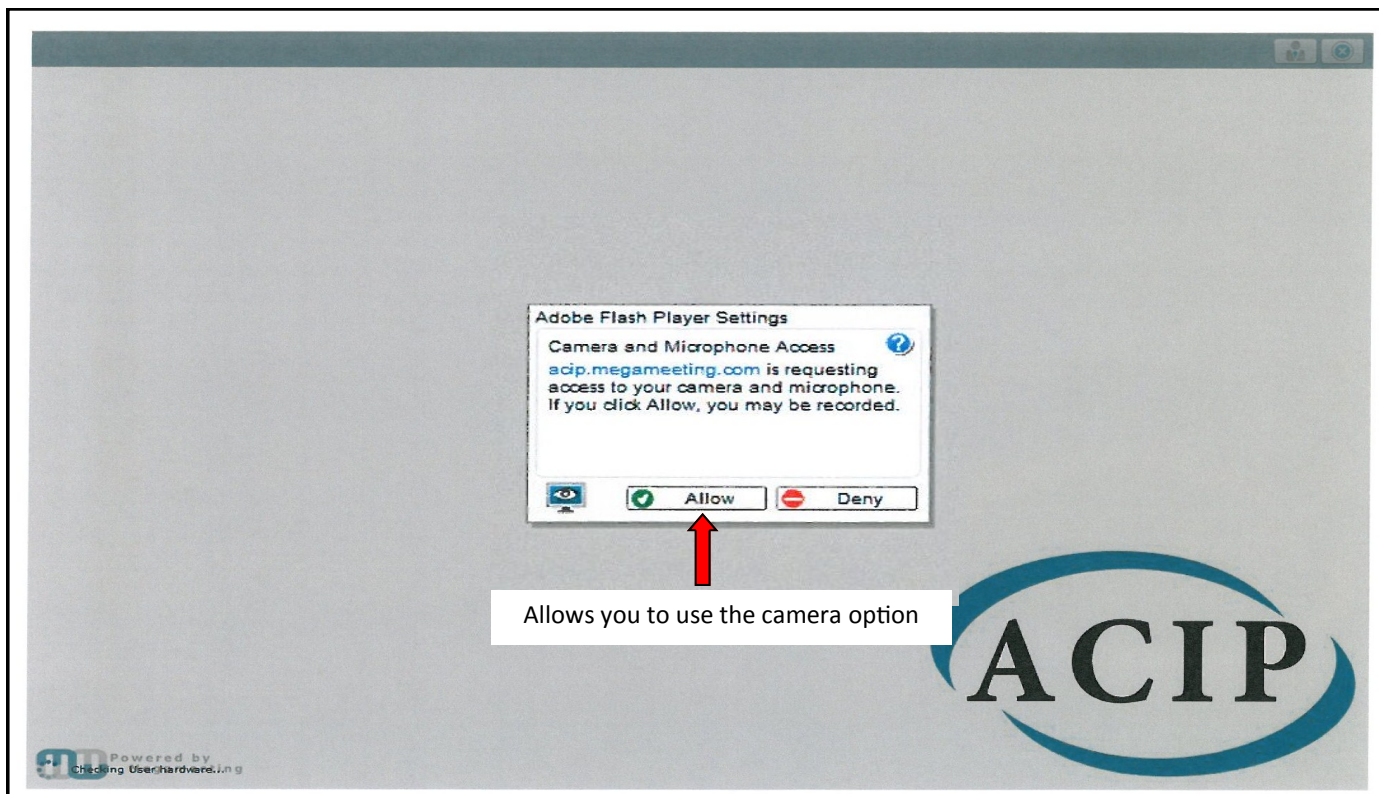
Date/Time: Friday, 02/01/2013 9:00 a.m.

Call Number / Access Code: 1-866-228-9900 / 326208#

To join the meeting now, click here: [CSA LPC Meeting](#)



Click on link provided by CSA (in Penny's LPC e-mail)



ACIP

Page 1 of 1

English

Options

Exit/End

It will bring you to the LPC Meeting screen

Meeting information screen. It will automatically disappear after a few minutes.

Welcome

Welcome To The Meeting

Please take a moment to review information related to this particular meeting

Meeting Name: CSA LPC Meeting

Call In Number: 1-866-228-9900

Attendee Code: (326208*)

Protocol / Port: RTMP / 1935

This window will close automatically, or you may click the Hide button to close it immediately. To view this information again, simply hover the mouse pointer over the Meeting Information link to the right.

Hide

Who's on the line

You are able to chat PUBLICLY with people on the screen through this box. However, the Host (CSA) cannot see who is chatting while the presentation is on the screen.

ACIP

1/29/2013

English

Options

Exit/End

Host

Participants / You

Who's on the line

View Chat

Type here to chat

ACIP

Powered by Megameeting

The screenshot displays a web-based meeting interface. At the top, a blue header bar contains a language dropdown set to 'English', an 'Options' button, and a series of icons for various meeting functions. A red arrow labeled '1' points to the file sharing icon, with a text box stating 'Brings up file sharing'. Below this, a 'File Sharing' window is open, showing a list of files. A red arrow labeled '2' points to a document file named 'LPDCMTE13draftwovenwren010613_new_logo.docx [65 KB]', with a text box stating 'Click on document you want to download'. At the bottom of the file list, a red arrow labeled '3' points to the 'Download Selected File' button, with a text box stating 'Click to download to your computer'. The interface also includes a video feed of a participant, a 'Meeting Information' sidebar with 'Audio Status: OFF', a 'Users' list showing 'yvonneo' and 'staff', and a 'Public Chat' area with recent messages. A large 'ACIP' logo is overlaid on the bottom right, and a 'Powered by Megameeting' logo is in the bottom left corner.

English Options

Brings up file sharing

Click on document you want to download

Click to download to your computer

ACIP

Powered by Megameeting

Disclaimer:

*The pictures are dramatizations and in no way reflect actual persons or events. Any similarities are purely coincidental.
CSA Staff :)*