



# Cochise County Board of Supervisors

Public Programs...Personal Service  
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**ANN ENGLISH**  
Chairman  
District 2

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**PEGGY JUDD**  
Supervisor  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

## **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, June 27, 2017 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.*

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The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

*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 Local Workforce Development Plan from July 1, 2017 through June 30, 2021.
2. Approve a Memorandum of Understanding (MOU) between Cochise, Graham, and Greenlee counties for the operation of the Arizona at Work Southeastern Arizona Local Workforce Development One-Stop Service delivery system as required by the Workforce Innovation and Opportunity Act (WIOA) effective July 1, 2017 through June 30, 2020.
3. Approve the Minutes of the regular meeting of the Board of Supervisors of June 13, 2017.

#### **County Attorney**

4. Approve the proposed settlement of the Tax Appeal in Cochise Pacific Associates, AZ, LP, TX2015-000899, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
5. Approve the proposed settlement of the Tax Appeal in Cochise Pacific Associates, AZ, LP, TX2016-001279, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
6. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-18-021 in the amount of \$151,772 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2017 through June 30, 2018.
7. Approve Crime Victim Compensation Grant No. VC-18-050 in the amount of \$83,060 for the period of July 1, 2017 through June 30, 2018.

#### **Finance**

8. Approve demands and budget amendments for operating transfers.

#### **Health & Social Services**

9. Approve an Intergovernmental Agreement (IGA) Contract No. ADHS17-171411 for Proposition 201 Smoke Free Arizona Act between Arizona Department of Health Services and Cochise Health and Social Services for the period of July 1, 2017 through June 30, 2022 in an annual amount not to exceed \$66,317.
10. Approve Cochise Health and Social Services Delegation Agreement AGR2017-042 with the Arizona Department of Health Services (ADHS) for food safety, general sanitation and Smoke-free Arizona activities for the period of July 1, 2017 through June 30, 2032.

#### ***PUBLIC HEARINGS***

#### **Board of Supervisors**

11. Approve an interim permit/new liquor license application submitted by Ms. Andrea Dahlman Lewkowitz, for Mustang Corners, located at 2222 N. Highway 90, Huachuca City, AZ 85616.

#### ***ACTION***

#### **Board of Supervisors**

12. Approve the issuance of refunds to the applicable Elected Official Retirement Plan (EORP) and Public Safety Personnel Retirement Plan (PSPRS) members who were identified by PSPRS to be impacted by the Hall decision in the amount of \$903,616.04 from the general fund for 91 individuals, the majority of which are still employed by Cochise County.

#### **County Sheriff**

13. Accept a donation from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office for 4 Ford F150 Trucks and 2 Chevrolet Tahoes in the amount of \$348,802.91.

### **County Treasurer**

14. Approve a loan of \$33,278.93 to the Douglas Unified Schools #27 and authorize the Finance Director to make a payment on behalf of the Douglas Unified Schools #27 for Court Tax Judgment Case No. TX2015-000899 - Cochise Pacific Associates AZ, LP vs Cochise County, Superior Court of the State of Arizona in and for the County of Maricopa in the amount \$33,278.93.

### **Solid Waste**

15. Approve an Intergovernmental Agreement (IGA) between the Cochise County Solid Waste Department and the cities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone and Willcox for Solid Waste Services effective July 1, 2017 through June 30, 2022, with the possibility of an extension through June 30, 2027.

### ***REPORT BY EDWARD T. GILLIGAN 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, Peggy Judd**

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.

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**Cochise County Board of Supervisors**  
1415 Melody Lane, Building G Bisbee, Arizona 85603  
520-432-9200 520-432-5016 fax board@cochise.az.gov

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Local Workforce Development Plan 2017-2021

**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** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve the Local Workforce Development Plan from July 1, 2017 through June 30, 2021.

**Background:**

The local plan provides information on how the Arizona at Work in Southeastern Arizona will continue its track record of providing high quality workforce services to the citizens of Cochise, Graham, and Greenlee counties. This local plan will also detail the integration of the core partners as required by the Workforce Innovation and Opportunity Act to meet the needs of jobseekers and employers in the tri-county area.

Please note full document is available at the Board of Supervisors' Office.

**Department's Next Steps (if approved):**

Send signature pages to Vada Phillips.

**Impact of NOT Approving/Alternatives:**

Cochise County will not be in compliance with WIOA Title 1.

**To BOS Staff: Document Disposition/Follow-Up:**

Mail signature pages:

Vada Phillips  
1843 Paseo San Luis  
Sierra Vista, AZ 85635

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Signature Page

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**Local Plan Signature Page**

**Local Plan Signature Page Program Year 2017 through Program Year 2021  
WIOA Title I**

We, the undersigned, do hereby approve and submit this Local Plan for the Workforce Innovation and Opportunity Act (WIOA) Title I Programs for the:

**Arizona@Work-Southeastern Arizona**

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**Local Workforce Development Board (LWDB)**

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

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**Signature – Chief Local Elected Official**

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**Date**

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**Ann English, Chairman, Supervisor, District 2**

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**Signature – Chief Local Elected Official**

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**Date**

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**Patrick Call, Vice-Chairman, Supervisor, District 1**

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6/9/2017

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**Signature – LWDB Chair**

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**Date**

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**Ronald Curtis, President**

**Approved on behalf of the State of Arizona:**

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**Signature – Chairman  
Workforce Arizona Council**

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**Date**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

MOU with the Arizona at Work Southeastern Arizona Local Workforce Development Board

**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 Submitted for Signature:** 2

**NAME of PRESENTER:** n/a      **TITLE of PRESENTER:** n/a

**Docket Number (If applicable):**

**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** WIOA Section 121b1Aiii & 678-420c

**Information**

**Agenda Item Text:**

Approve a Memorandum of Understanding (MOU) between Cochise, Graham, and Greenlee counties for the operation of the Arizona at Work Southeastern Arizona Local Workforce Development One-Stop Service delivery system as required by the Workforce Innovation and Opportunity Act (WIOA) effective July 1, 2017 through June 30, 2020.

**Background:**

This MOU defines the roles, responsibilities, and expectations of each partner.

**Department's Next Steps (if approved):**

Mail two originals to:

Vada Phillips.

**Impact of NOT Approving/Alternatives:**

Cochise County will not be a partner of the Arizona at Work Southeastern Arizona Local Workforce Development Board.

**To BOS Staff: Document Disposition/Follow-Up:**

Mail to Vada Phillips.

**Attachments**

Plan

**Local Plan Signature Page**

**Local Plan Signature Page Program Year 2017 through Program Year 2021  
WIOA Title I**

We, the undersigned, do hereby approve and submit this Local Plan for the Workforce Innovation and Opportunity Act (WIOA) Title I Programs for the:

**Arizona@Work-Southeastern Arizona**

---

**Local Workforce Development Board (LWDB)**

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

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**Signature – Chief Local Elected Official**

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**Date**

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**Ann English, Chairman, Supervisor, District 2**

---

**Signature – Chief Local Elected Official**


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**Date**

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**Patrick Call, Vice-Chairman, Supervisor, District 1**

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6/9/2017

**Signature – LWDB Chair**

**Date**

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**Ronald Curtis, President**

**Approved on behalf of the State of Arizona:**

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**Signature – Chairman  
Workforce Arizona Council**

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**Date**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Minutes

**Submitted By:** Melissa Belasco, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS  
Submitted for Signature:**

**NAME  
of PRESENTER:** n/a

**TITLE  
of PRESENTER:** n/a

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of June 13, 2017.

**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:**

Scan to OnBase and File.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, June 13, 2017**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 13, 2017 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Patrick G. Call, Vice-Chairman; Peggy Judd, Member  
Staff Edward T. Gilligan, County Administrator; Britt W. Hanson, Chief Civil Deputy County  
Present: Attorney; Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:00 a.m.

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

**PLEDGE OF ALLEGIANCE**

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***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 Minutes of the regular meeting of the Board of Supervisors of May 23, 2017.

**Community Development**

2. Approve an Intergovernmental Agreement (IGA) between Pima County and Cochise County for Cooperative Highway Maintenance of San Pedro River Road.

**County Sheriff**

3. Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for critical mission use of Aerial Solutions II Air Support effective June 15, 2017 to June 30, 2020.

**Elections & Special Districts**

4. Approve the appointment of the following persons as Precinct Committeemen for the Republican Party of Cochise County upon the recommendation of the Party Chair, Sue Mitchell: Precinct #29 SV Carmelita - Russalice Benton; Precinct #41 SV Village Meadows - Robert W. Boughan and Zanetta L. Boughan; Precinct #43 SV Yaqui - Charles R. Lemley.
5. Acknowledge the receipt of a certified copy of the official canvass of the Whetstone Water Improvement District recall election held on May 16, 2017.
6. Ratify the approval of the Intergovernmental Agreement (IGA) between the Cochise County Elections & Special Districts Department and the City of Douglas for Elections Supplies and Services effective on May 10, 2017 through the conclusion of the May 16, 2017 election.

## Finance

7. Approve demands and budget amendments for operating transfers. Warrants Nos. 18004-18078, 18089-18152, 18165-18274, 18275-18322, 18335-18438 were issued in the amount of \$1,344,782.11.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Sunedison Services	\$3,000.00
251	Cool Dreams	\$15.00
100	Arizona State Land Department	\$150.00
109	Interstate Battery	\$22.90
501	Weems, Elizabeth Annette	\$150.00

Issued warrants are listed as an attachment at the end of the minutes.

## Health & Social Services

8. Approve renewal of Grant Agreement GRA-STATE-16-0785-01-Y3 for Child Care Health Consultant (CCHC) Program funded by First Things First between the Grantor and Cochise Health & Social Services in the amount of \$104,600 for the period of 07/1/17 – 06/30/18, which is an increase of \$2,340 from the \$102,260 at the end of FY 2016-17.

## Procurement

9. Approve an Intergovernmental Agreement (IGA) between the County and the City of Bisbee for Procurement Services in the amount of \$40/hour effective June 13, 2017 with one year automatic renewals unless one of the parties notices the other party of the intention to terminate.

Vice-Chairman Call moved to approve items 1-9 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

## **ACTION**

## Facilities

10. Approve cost proposal for the Bisbee Douglas International Airport in the not to exceed amount of \$136,270 to Armstrong Consultants, Inc. for engineering services for the reconstruction of BDI Taxiway A, AIP No. 3-04-0013-011-2016.

Mr. Jay Howe, Facilities Director, presented this item. Mr. Howe gave the background and explained that this would be specifically for engineering services and added that the County would pay the initial cost and then get reimbursed for 95% of the total cost.

Supervisor Judd moved to approve cost proposal for the Bisbee Douglas International Airport in the not to exceed amount of \$136, 270 to Armstrong Consultants, Inc. for engineering services for the reconstruction of BDI Taxiway A, AIP No. 3-04-0013-011-2016. Vice-Chairman Call seconded the motion.

Chairman English called for the vote and it was approved 3-0.

## **Finance**

11. Adopt Resolution 17-08 to approve a change to the Public Safety Personnel Retirement System (PSPRS) amortization from 20 to 30 years.

Mr. Gilligan presented this item. Mr. Gilligan explained this change was due to a recent legislative change. He noted that it meant the County could extend the amortization rate, which would reduce the annual payment the County currently pays into the system. He noted that this would give the County an opportunity to review costs on an annual basis and more freedom on how the unfunded liability in PSPRS is addressed.

Chairman English said she thought this was a good option.

Vice-Chairman Call asked if there was an additional cost associated.

Mr. Gilligan said that there was additional interest for extending the amortization period, but he ensured the Vice-Chairman that staff would be analyzing this cost annually to ensure it was the best option.

Chairman English noted that this was the best option to try to manage the County's costs, since the County has no control over PSPRS investments.

Vice-Chairman Call moved to adopt resolution 17-08 to approve a change to the Public Safety Personnel Retirement System (PSPRS) amortization from 20 to 30 years. Supervisor Judd seconded the motion.

Chairman English called for the vote and it was approved 3-0.

## ***REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS***

Mr. Gilligan deferred his report.

## ***SUMMARY OF CURRENT EVENTS***

**Report by District 1 Supervisor, Patrick Call**

Vice-Chairman Call said he would be attending the Horseshoe Draw Ribbon Cutting, Hereford Natural Resources Conservation District (NRCD) meeting, Southeast Arizona Contractors Association (SACA) luncheon, and the Mayor/Managers luncheon during the next week.

**Report by District 2 Supervisor, Ann English**

Chairman English noted she was very excited for the reception recognizing Vietnam Veterans and was so proud of all involved with the program, which ran for the last four years.

**Report by District 3 Supervisor, Peggy Judd**

Supervisor Judd noted she would also be attending the Horseshoe Draw Ribbon Cutting and the Mayor/Managers luncheon. She added that the Lizard Fire was now 40% contained.

Chairman English adjourned the meeting at 10:10 a.m.

APPROVED:

\_\_\_\_\_  
Ann English, Chairman

ATTEST:

\_\_\_\_\_  
Arlethe G. Rios, Clerk of the Board

Cochise Co. Demands 6.13.17

17891	05/18/2017	AOC Corrections Officer Retire	\$21,797.56	17967	05/18/2017	Safeguard Business Systems	\$138.97
17892	05/18/2017	Correction Officers	\$6,961.32	17968	05/18/2017	Schlesinger, Aaron	\$101.50
17893	05/18/2017	EODCRS	\$9.20	17969	05/18/2017	Sedillos, Lorna Gries	\$250.00
17894	05/18/2017	Nationwide Retirement Solutions	\$1,132.44	17970	05/18/2017	Senergy Petroleum LLC	\$33,077.56
17895	05/18/2017	Public Safety Retirement Syst	\$15,959.87	17971	05/18/2017	Sierra Vista NAPA	\$7.54
17896	05/18/2017	Public Safety Retirement Syst	\$9,066.29	17972	05/18/2017	Sierra Vista Unified School District #68	\$4,715.52
17897	05/18/2017	Public Safety Retirement Syst	\$4,480.48	17973	05/18/2017	Southwest Gas Corporation	\$7,252.92
17898	05/18/2017	Public Safety Retirement Syst	\$1,025.84	17974	05/18/2017	Sparkletts	\$95.00
17899	05/18/2017	Public Safety Retirement Syst	\$643.89	17975	05/18/2017	Sparkletts	\$34.58
17900	05/18/2017	Public Safety Retirement Syst	\$145.95	17976	05/18/2017	Sulphur Springs Valley Electric Coop, Inc.	\$6,908.82
17901	05/18/2017	Public Safety Retirement Syst	\$1,241.77	17977	05/18/2017	Technical Resource Management, Inc.	\$13.40
17902	05/18/2017	AA Video, LLC	\$7,000.00	17978	05/18/2017	Titan Machinery Inc.	\$4,724.98
17903	05/18/2017	Aerial Solutions II LLC	\$39,999.33	17979	05/18/2017	U.S. Healthworks Medical Group of AZ, PC	\$169.00
17904	05/18/2017	AGE AZ General Engineering Contracting, Inc.	\$98,000.00	17980	05/18/2017	Valley Telephone Coop, Inc.	\$35.70
17905	05/18/2017	Amazon.com LLC	\$747.06	17981	05/18/2017	VCA Apache Animal Hospital	\$21.00
17906	05/18/2017	AZ Dept of Corrections	\$1,296.59	17982	05/18/2017	Watson Chevrolet Inc	\$240.27
17907	05/18/2017	AZ Police Psychology, PLLC	\$525.00	17983	05/18/2017	Waxie Sanitary Supply	\$1,189.64
17908	05/18/2017	AZ State Prison Complex	\$1,619.80	17984	05/18/2017	Westlawn Chapel & Mortuary	\$580.00
17909	05/18/2017	AZ Waste Oil Service, Inc.	\$825.00	17985	05/18/2017	Wick Communications	\$58.12
17910	05/18/2017	AZ Water Company	\$76.47	17986	05/18/2017	Willcox Auto Parts Inc.	\$234.13
17911	05/18/2017	Arzate, Richard	\$15.00	17987	05/18/2017	WR Ryan Company	\$327.07
17912	05/18/2017	Audio Editions	\$279.16	17988	05/18/2017	Zumar Industries Inc	\$10,053.23
17913	05/18/2017	Baker & Taylor, Inc.	\$1,122.78	17989	05/18/2017	Banning Creek Enterprises, LLC	\$6,000.00
17914	05/18/2017	Bank of America	\$118,552.13	17990	05/18/2017	Cochise County Treasurer	\$1,394.55
17915	05/18/2017	Barnett's Towing LLC	\$143.00	17991	05/18/2017	DeBee, Jonathan Daniel	\$75.00
17916	05/18/2017	Benson Police Dept	\$291.00	17992	05/18/2017	FRHL LLC & UMB Bank Colorado	\$365.67
17917	05/18/2017	Bentley Systems Inc	\$572.11	17993	05/18/2017	Garcia, Lynn	\$36.35
17918	05/18/2017	Bisbee Napa	\$2,704.15	17994	05/18/2017	Gilligan, Edward Thomas	\$190.25
17919	05/18/2017	BNL Skill Builders	\$1,350.00	17995	05/18/2017	Pitney Bowes Reserve Account	\$10,000.00
17920	05/18/2017	BNR Paving Company	\$29,600.00	17996	05/18/2017	Flores, Dora	\$211.60
17921	05/18/2017	Bob Barker Company, Inc.	\$399.97	17997	05/18/2017	Hanson, Britt W	\$207.54
17922	05/18/2017	Bug-Wiser Exterminating, Inc.	\$224.00	17998	05/18/2017	Honorable Trevor J. Ward	\$309.04
17923	05/18/2017	Cable One	\$118.99	17999	05/18/2017	Orduno, Elda	\$58.00
17924	05/18/2017	Call, Pat Gerard	\$117.74	18000	05/18/2017	Pones, Rochelle	\$64.53
17925	05/18/2017	Cengage Learning, Inc.	\$90.91	18001	05/18/2017	Ransom, Sara	\$221.87
17926	05/18/2017	CenturyLink	\$300.00	18002	05/18/2017	Wright, Kimber Lee	\$136.88
17927	05/18/2017	CenturyLink	\$873.87	18003	05/19/2017	Runbeck Election Svcs	\$7,715.78
17928	05/18/2017	Cerrillo, Norma	\$100.00	18004	05/23/2017	ACE Hardware	\$87.46
17929	05/18/2017	City of Sierra Vista	\$254.43	18005	05/23/2017	Amazon.com LLC	\$734.27
17930	05/18/2017	Cochise College	\$52.00	18006	05/23/2017	AZ Dept of Corrections	\$1,980.00
17931	05/18/2017	Cochise Floor Covering	\$16,618.00	18007	05/23/2017	AZ Dept of Corrections	\$252.76
17932	05/18/2017	Cochise Lock and Safe, Inc.	\$238.84	18008	05/23/2017	Baker & Taylor, Inc.	\$3,127.89
17933	05/18/2017	Cochise Private Industry Council, Inc.	\$104,529.00	18009	05/23/2017	Bernard, Donna Galbraith	\$52.50
17934	05/18/2017	Copygraphix Inc.	\$81.10	18010	05/23/2017	Bernstein, Elizabeth S	\$75.00
17935	05/18/2017	Cortech USA	\$780.62	18011	05/23/2017	Bisbee Napa	\$1,031.19
17936	05/18/2017	Dease, Iona	\$1,260.00	18012	05/23/2017	Bisbee Towing	\$125.00
17937	05/18/2017	Diamond Star Polygraph Svcs	\$150.00	18013	05/23/2017	Blackstone Audio, Inc.	\$317.48
17938	05/18/2017	Direct TV	\$17.99	18014	05/23/2017	C-PEC Corporation	\$544.27
17939	05/18/2017	Dotson, James M.	\$100.00	18015	05/23/2017	Cameron Udall Attorney At Law	\$2,394.00
17940	05/18/2017	Douglas NAPA	\$8.37	18016	05/23/2017	Cengage Learning, Inc.	\$243.13
17941	05/18/2017	Eastern AZ Counties Organization	\$6,000.00	18017	05/23/2017	Center for Disease Detection, LLC	\$1,632.50
17942	05/18/2017	Empire Southwest LLC	\$87,527.29	18018	05/23/2017	Center Point Large Print	\$414.03
17943	05/18/2017	Essary, Steven	\$13,790.34	18019	05/23/2017	CenturyLink	\$925.01
17944	05/18/2017	Federal Express Corporation	\$16.55	18020	05/23/2017	Courtesy Chevrolet / GMAC	\$33,587.04
17945	05/18/2017	Federal Express Corporation	\$28.06	18021	05/23/2017	Diamond Star Polygraph Svcs	\$450.00
17946	05/18/2017	Golden West Industrial Supply, Inc	\$151.07	18022	05/23/2017	Emily Danies Attorney at Law LLC	\$2,150.00
17947	05/18/2017	Granite Construction Company	\$28,409.88	18023	05/23/2017	Empire Southwest LLC	\$151.13
17948	05/18/2017	Interim Public Management, LLC	\$6,959.75	18024	05/23/2017	Fleming, Patricia	\$177.00
17949	05/18/2017	Interstate Battery	\$219.60	18025	05/23/2017	Flores, Juan P	\$2,643.68
17950	05/18/2017	JE Fuller/Hydrology & Geomorphology, Inc.	\$58,916.50	18026	05/23/2017	Griffith, David B. Esq.	\$6,000.00
17951	05/18/2017	K12 Handhelds, Inc.	\$587.72	18027	05/23/2017	Griffith, John W	\$1,200.00
17952	05/18/2017	Language Line Svcs, Inc.	\$51.75	18028	05/23/2017	Interstate Battery	\$195.54
17953	05/18/2017	Lawley's Team Ford	\$395.27	18029	05/23/2017	John William Lovell, PC	\$2,205.00
17954	05/18/2017	Little Caesars	\$45.55	18030	05/23/2017	Keefe Commissary Network, LLC	\$9,977.50
17955	05/18/2017	Merle's Automotive Supply, Inc.	\$1,676.84	18031	05/23/2017	Kelly, Peter A.	\$14,177.73
17956	05/18/2017	NI Government Svcs Inc	\$221.18	18032	05/23/2017	La Joya Dev Corp dba La Joya Investigation	\$893.90
17957	05/18/2017	Nyander, Penny Sue	\$38.50	18033	05/23/2017	Law Office of Daniel DeRienzo PLLC	\$1,141.17
17958	05/18/2017	O'Rielly Chevrolet, Inc.	\$346.05	18034	05/23/2017	Law Office of Donielle Wright	\$4,870.00
17959	05/18/2017	Office of the Auditor General	\$28,296.00	18035	05/23/2017	Law Office of Janelle A. McEachern	\$725.00
17960	05/18/2017	OfficeMax North America Inc.	\$553.83	18036	05/23/2017	Law Office of Joan M Sacramento	\$4,400.00
17961	05/18/2017	Potters Industries, LLC	\$14,418.98	18037	05/23/2017	Law Office of Sarah Michele Martin	\$7,500.00
17962	05/18/2017	Prudential Overall Supply	\$331.92	18038	05/23/2017	Law Office of Stephanie C. Stoltman	\$1,200.00
17963	05/18/2017	Purcell's Western State Tire Company	\$7,156.88	18039	05/23/2017	Law Offices of Bourke & Swartz	\$10,953.91
17964	05/18/2017	Ramirez, Manny S	\$200.00	18040	05/23/2017	Law Offices of Harriette P Levitt, PLLC	\$176.38
17965	05/18/2017	Recorded Books, LLC	\$39.95	18041	05/23/2017	Lowell A. Jensen, PLLC	\$3,865.00
17966	05/18/2017	RWC International, LTD	\$855.40	18042	05/23/2017	Manny's St. David Automotive & Towing, Inc.	\$334.00
				18043	05/23/2017	McGowan, Mark J.	\$4,000.00

18044	05/23/2017	Merle's Automotive Supply, Inc.	\$1,390.88	18122	05/25/2017	SunEdison Svcs	\$3,000.00
18045	05/23/2017	MJ Sales, Inc.	\$2,333.14	18123	05/25/2017	Technical Resource Management, Inc.	\$8,084.00
18046	05/23/2017	Mrs. B's Story Time, LLC	\$500.00	18124	05/25/2017	Thomson West	\$3,985.70
18047	05/23/2017	Natale, Gail Gianasi	\$195.00	18125	05/25/2017	Valley Security Service, Inc.	\$2,487.25
18048	05/23/2017	OfficeMax North America Inc.	\$716.28	18126	05/25/2017	Valley Telephone Coop, Inc.	\$293.24
18049	05/23/2017	Pike, Wanda E	\$135.00	18127	05/25/2017	Wallace, Kenneth W.	\$2,081.25
18050	05/23/2017	Prudential Overall Supply	\$236.43	18128	05/25/2017	Waxie Sanitary Supply	\$3,515.25
18051	05/23/2017	Rafael Malanga, PC	\$1,627.50	18129	05/25/2017	Zumar Industries Inc	\$505.05
18052	05/23/2017	Robert J. Zohlmann, Esq.	\$3,145.00	18130	05/25/2017	Cochise County Finance Revolving Fund	\$20.00
18053	05/23/2017	Ruiz, Gabriel	\$77.50	18131	05/25/2017	Faithful Forever LLC	\$95.00
18054	05/23/2017	Ruiz, Irene G	\$65.00	18132	05/25/2017	Ferrell, Kari L.	\$95.00
18055	05/23/2017	RWC International, LTD	\$679.02	18133	05/25/2017	Kaplowitz, Stuart A	\$405.00
18056	05/23/2017	Schlievert, Scott W.	\$1,200.00	18134	05/25/2017	Soto, Francisco	\$100.00
18057	05/23/2017	Senergy Petroleum LLC	\$29,765.12	18135	05/25/2017	Sprietsma, Joseph D.	\$180.00
18058	05/23/2017	Silva, Patricia M	\$52.50	18136	05/25/2017	Barney, Catherine	\$75.82
18059	05/23/2017	Smith, Linda S	\$45.00	18137	05/25/2017	Clay, Jacqueline Renee	\$227.02
18060	05/23/2017	SoundOff Signal	\$4,820.85	18138	05/25/2017	Cooper, Renee	\$197.32
18061	05/23/2017	Stamback Septic Service	\$611.50	18139	05/25/2017	Fulton, Stephanie Jane	\$16.74
18062	05/23/2017	Stericycle Inc.	\$459.68	18140	05/25/2017	Greene, Patrick K.	\$32.94
18063	05/23/2017	Sulphur Springs Valley Electric Coop, Inc.	\$838.14	18141	05/25/2017	Hardy, Brooklyn	\$299.68
18064	05/23/2017	The Law Office of Christopher W. Caine	\$4,100.00	18142	05/25/2017	Kolano, Hillary	\$128.25
18065	05/23/2017	The Law Offices of Tiffany Huffman Spiers	\$2,850.00	18143	05/25/2017	Lord, Priscilla	\$85.00
18066	05/23/2017	The W Law Firm PLLC	\$800.00	18144	05/25/2017	Lundquist, Tina	\$98.00
18067	05/23/2017	Thorn Law Office	\$18,878.39	18145	05/25/2017	Owen, Lauri J	\$66.94
18068	05/23/2017	UniFirst Corporation	\$227.95	18146	05/25/2017	Prudhomme, Rebecca S	\$135.96
18069	05/23/2017	United Parcel Service	\$0.61	18147	05/25/2017	Rodgers, Emilie Poulsen	\$79.38
18070	05/23/2017	Valley Security Service, Inc.	\$1,318.38	18148	05/25/2017	Schmitt, Trevor	\$93.26
18071	05/23/2017	Valley Telephone Coop, Inc.	\$302.73	18149	05/25/2017	Thomas, Yolanda	\$90.18
18072	05/23/2017	Watson Chevrolet Inc	\$338.93	18150	05/25/2017	Villegas, Francisco Gilberto	\$255.64
18073	05/23/2017	Waxie Sanitary Supply	\$934.04	18151	05/25/2017	Wenc, Laura	\$205.83
18074	05/23/2017	Western Emulsion, Inc	\$174,285.57	18152	05/25/2017	Wolslagel, Merrie E.	\$25.50
18075	05/23/2017	Willcox Auto Parts Inc.	\$255.83	18153	05/25/2017	Licking County CSEA	\$178.61
18076	05/23/2017	WIST Office Products Co	\$293.46	18154	05/25/2017	AOC Corrections Officer Retire	\$21,338.63
18077	05/23/2017	WR Ryan Company	\$672.42	18155	05/25/2017	Correction Officers	\$6,961.31
18078	05/23/2017	Valenzuela, Shawna	\$16.81	18156	05/25/2017	EODCRS	\$9.20
18079	05/24/2017	Cochise County/Sheakley/National Bank	\$8,610.76	18157	05/25/2017	Nationwide Retirement Solutions	\$1,132.44
18080	05/24/2017	ECMC	\$263.03	18158	05/25/2017	Public Safety Retirement Syst	\$15,894.36
18081	05/24/2017	Faber & Brand, L.L.C.	\$309.72	18159	05/25/2017	Public Safety Retirement Syst	\$9,642.25
18082	05/24/2017	General Revenue Corporation	\$220.52	18160	05/25/2017	Public Safety Retirement Syst	\$3,344.12
18083	05/24/2017	NYS Child Support Processing Center	\$32.00	18161	05/25/2017	Public Safety Retirement Syst	\$1,025.84
18084	05/24/2017	Pre-paid Legal Svcs, Inc. dba LegalShield	\$1,391.08	18162	05/25/2017	Public Safety Retirement Syst	\$643.89
18085	05/24/2017	Support Payment Clearinghouse	\$5,973.24	18163	05/25/2017	Public Safety Retirement Syst	\$145.95
18086	05/24/2017	The Hameroff Law Group, PC	\$334.48	18164	05/25/2017	Public Safety Retirement Syst	\$1,241.77
18087	05/24/2017	U.S. Dept of Education	\$157.62	18165	05/30/2017	ADW Communications Svcs, Inc.	\$68,869.25
18088	05/25/2017	AZ Dept of Administration-Risk Managemt	\$5,210.41	18166	05/30/2017	Amazon.com LLC	\$1,118.02
18089	05/25/2017	AZ Dept of Corrections	\$859.62	18167	05/30/2017	Aqua Life	\$22.00
18090	05/25/2017	AZ Public Service - APS	\$3,365.95	18168	05/30/2017	AZ Dept of Corrections	\$598.16
18091	05/25/2017	AZ State Prison Complex	\$266.25	18169	05/30/2017	AZ Dept of Corrections ASPC-Tucson	\$70.50
18092	05/25/2017	AZ State Treasurer	\$184,563.00	18170	05/30/2017	AZ Justice of the Peace Association	\$190.00
18093	05/25/2017	AZ Water Company	\$9,511.12	18171	05/30/2017	AZ Public Service - APS	\$1,738.07
18094	05/25/2017	B&S Supply Co, Inc	\$963.06	18172	05/30/2017	Auletta, Susan P	\$600.00
18095	05/25/2017	Benson, City of	\$389.64	18173	05/30/2017	Big Tow, The	\$239.00
18096	05/25/2017	Bl Incorporated	\$716.01	18174	05/30/2017	Cardinal Health Inc.	\$3.28
18097	05/25/2017	BLR (Business & Legal Resources)	\$769.00	18175	05/30/2017	CenturyLink	\$69.26
18098	05/25/2017	CenturyLink	\$34.27	18176	05/30/2017	CenturyLink	\$255.58
18099	05/25/2017	CenturyLink	\$513.44	18177	05/30/2017	Douglas Police Dept	\$3,186.35
18100	05/25/2017	Cooke, Stephen R.	\$180.00	18178	05/30/2017	Global Industrial Equipment	\$138.18
18101	05/25/2017	Crowell, Patricia	\$28.62	18179	05/30/2017	Jackson, Noble	\$67.50
18102	05/25/2017	Culligan of Tucson	\$291.33	18180	05/30/2017	LexisNexis Matthew Bender	\$71.89
18103	05/25/2017	Deneke, Buffy	\$61.60	18181	05/30/2017	Medical Diagnostic Imaging Group	\$108.50
18104	05/25/2017	Dr. Maria Church International, LLC	\$16,630.00	18182	05/30/2017	Mindful Lactation LLC	\$230.00
18105	05/25/2017	Gignac, Judith	\$25.92	18183	05/30/2017	Nyander, Penny Sue	\$898.80
18106	05/25/2017	Granite Construction Company	\$2,111.43	18184	05/30/2017	Portable Comp Systems, Inc dba PCS Mobile	\$2,152.59
18107	05/25/2017	Hopper Jr., Albert N	\$1,350.00	18185	05/30/2017	Prudential Overall Supply	\$89.98
18108	05/25/2017	Mendez, Herlinda	\$100.00	18186	05/30/2017	Santa Cruz County	\$39.92
18109	05/25/2017	Merle's Automotive Supply, Inc.	\$855.91	18187	05/30/2017	Schlesinger, Aaron	\$81.20
18110	05/25/2017	National Center for State Courts	\$27,691.00	18188	05/30/2017	Senergy Petroleum LLC	\$10,431.29
18111	05/25/2017	Neubauer, Werner or Tina	\$130.00	18189	05/30/2017	Sparkletts	\$32.95
18112	05/25/2017	Patten, Elizabeth J.	\$33.48	18190	05/30/2017	Stericycle Inc.	\$725.25
18113	05/25/2017	Perez, Raul	\$120.00	18191	05/30/2017	Stevens, David Wayne	\$250.00
18114	05/25/2017	Purcell's Western State Tire Company	\$1,090.41	18192	05/30/2017	Sulphur Springs Valley Electric Coop, Inc.	\$715.71
18115	05/25/2017	Reed, Cynthia - Court Reporter	\$313.60	18193	05/30/2017	Thomson West	\$1,213.98
18116	05/25/2017	RWC International, LTD	\$1,939.22	18194	05/30/2017	UniFirst Corporation	\$334.17
18117	05/25/2017	Schlesinger, Aaron	\$287.00	18195	05/30/2017	University of AZ	\$516.00
18118	05/25/2017	Sierra Vista NAPA	\$78.36	18196	05/30/2017	Valley Telephone Coop, Inc.	\$141.11
18119	05/25/2017	Southwest Gas Corporation	\$124.28	18197	05/30/2017	VCA Apache Animal Hospital	\$22.98
18120	05/25/2017	Stericycle Inc.	\$450.14	18198	05/30/2017	Verizon Wireless	\$7,208.77
18121	05/25/2017	Sulphur Springs Valley Electric Coop, Inc.	\$15,121.71	18199	05/30/2017	Wick Communications	\$109.48

18200	05/30/2017	Willcox, City of	\$10,721.25	18278	06/06/2017	AZ Dept of Trans	\$2,640.78
18201	05/30/2017	Yavapai County Education Service Agency	\$1,000.00	18279	06/06/2017	AZ Water Company	\$916.91
18202	05/30/2017	Cochise County Sheriff's Dept	\$3,427.70	18280	06/06/2017	Audio Editions	\$134.39
18203	05/30/2017	Reed, Cynthia - Court Reporter	\$610.40	18281	06/06/2017	Baker & Taylor, Inc.	\$1,569.86
18204	06/01/2017	Air-Nem Tower Service, Inc.	\$1,190.00	18282	06/06/2017	Banner-University Physicians Healthcare, Inc.	\$1,750.00
18205	06/01/2017	AlertSense, Inc.	\$13,995.00	18283	06/06/2017	Beacon Secure	\$50.00
18206	06/01/2017	AZ Dept of Corrections	\$4,303.87	18284	06/06/2017	Benson, City of	\$38.54
18207	06/01/2017	AZ Dept of Revenue	\$7,449.32	18285	06/06/2017	Bisbee Napa	\$93.29
18208	06/01/2017	AZ Water Company	\$202.46	18286	06/06/2017	Cable One	\$305.44
18209	06/01/2017	Barnett's Towing & Oxygen LLC	\$297.50	18287	06/06/2017	Cengage Learning, Inc.	\$47.20
18210	06/01/2017	Benson Autobody Inc. dba Benson Glass	\$1,872.14	18288	06/06/2017	CenturyLink	\$82.10
18211	06/01/2017	Bisbee Napa	\$918.33	18289	06/06/2017	CenturyLink	\$33.69
18212	06/01/2017	Bisbee Towing	\$125.00	18290	06/06/2017	Chase Technology Consulting, LLC	\$465.00
18213	06/01/2017	Blankenship, Vicky	\$200.00	18291	06/06/2017	Cochise Family Advocacy Center, Inc	\$4,650.00
18214	06/01/2017	Brown & White Inc	\$39,300.00	18292	06/06/2017	Cochise Private Industry Council, Inc.	\$86,239.00
18215	06/01/2017	CDW Government	\$627.39	18293	06/06/2017	Contract Pharmacy Svcs, Inc.	\$10,063.84
18216	06/01/2017	CenturyLink	\$4,653.72	18294	06/06/2017	Copygraphix Inc.	\$24,649.74
18217	06/01/2017	CenturyLink	\$2,198.00	18295	06/06/2017	Douglas, City of	\$32.61
18218	06/01/2017	CenturyLink	\$5,983.54	18296	06/06/2017	Eastern AZ Courier	\$57.20
18219	06/01/2017	City of Sierra Vista	\$17,746.39	18297	06/06/2017	Hollebeek, John C.	\$750.00
18220	06/01/2017	Cochise College	\$45.00	18298	06/06/2017	Long, Jerrod D. DDS	\$969.00
18221	06/01/2017	Copper Queen Medical Associates	\$136.00	18299	06/06/2017	Madden Preprint Media	\$1,121.00
18222	06/01/2017	D & G Paint and Body Inc.	\$1,411.54	18300	06/06/2017	Merle's Automotive Supply, Inc.	\$360.10
18223	06/01/2017	Federal Express Corporation	\$18.22	18301	06/06/2017	OverDrive, Inc.	\$1,196.67
18224	06/01/2017	Federal Express Corporation	\$114.00	18302	06/06/2017	Schlesinger, Aaron	\$62.00
18225	06/01/2017	Geodesy	\$6,000.00	18303	06/06/2017	Senergy Petroleum LLC	\$3,691.92
18226	06/01/2017	Granite Construction Company	\$2,055.72	18304	06/06/2017	SIRSI Corporation	\$1,442.50
18227	06/01/2017	Interstate Battery	\$327.93	18305	06/06/2017	Sparkletts	\$29.03
18228	06/01/2017	Interwest Safety Supply, Inc.	\$3,942.18	18306	06/06/2017	Sparkletts	\$95.25
18229	06/01/2017	JWS Web Design LLC	\$1,350.00	18307	06/06/2017	Stericycle Inc.	\$798.51
18230	06/01/2017	Kristan, Frank A	\$100.00	18308	06/06/2017	Sulphur Springs Valley Electric Coop, Inc.	\$112.02
18231	06/01/2017	Merle's Automotive Supply, Inc.	\$352.49	18309	06/06/2017	Supplemental Health Care	\$486.00
18232	06/01/2017	Prudential Overall Supply	\$133.54	18310	06/06/2017	Valley Telephone Coop, Inc.	\$893.33
18233	06/01/2017	PTS-Prisoner Trans Svcs America LLC	\$400.00	18311	06/06/2017	Watson Chevrolet Inc	\$460.70
18234	06/01/2017	Riley, James L	\$100.00	18312	06/06/2017	Willcox, City of	\$140.14
18235	06/01/2017	Safelite Autoglass Corp.	\$278.05	18313	06/06/2017	WR Ryan Company	\$806.91
18236	06/01/2017	Senergy Petroleum LLC	\$10,711.54	18314	06/06/2017	Bobber, Stephanie Marie	\$104.00
18237	06/01/2017	Sierra Vista Chamber of Commerce	\$5,000.00	18315	06/06/2017	Cochise County Highway & Floodplain Dept	\$51.00
18238	06/01/2017	Snyder, Gregg Alan	\$1,060.00	18316	06/06/2017	Corrin, Fred	\$70.00
18239	06/01/2017	SEn AZ Contractors Association (SACA)	\$48.00	18317	06/06/2017	Irwin, Harry	\$51.60
18240	06/01/2017	Sparkletts	\$167.81	18318	06/06/2017	Jennings, Jeffery	\$33.61
18241	06/01/2017	Stronghold Signs, Inc.	\$7,199.34	18319	06/06/2017	Mortensen, Cynthia	\$42.01
18242	06/01/2017	Sulphur Springs Valley Electric Coop, Inc.	\$55.17	18320	06/06/2017	Scott, Joseph	\$50.00
18243	06/01/2017	Sulphur Springs Valley Electric Coop, Inc.	\$100.00	18321	06/06/2017	State Farm	\$50.00
18244	06/01/2017	The Bisbee Observer LLC	\$339.58	18322	06/06/2017	Stevens, David Wayne	\$206.50
18245	06/01/2017	University of AZ	\$28,953.25				
18246	06/01/2017	Valley Security Service, Inc.	\$1,229.00				
18247	06/01/2017	Verizon Wireless	\$5,328.07				
18248	06/01/2017	Watson Chevrolet Inc	\$1,474.73				
18249	06/01/2017	Western Emulsion, Inc	\$25,041.52				
18250	06/01/2017	Willcox Auto Parts Inc.	\$816.83				
18251	06/01/2017	WIST Office Products Co	\$416.11				
18252	06/01/2017	Ellis, Ron	\$175.00				
18253	06/01/2017	Pitney Bowes Reserve Account	\$10,000.00				
18254	06/01/2017	Wendeborn, Melissa Robin	\$248.00				
18255	06/01/2017	Wolslagel, Merrie E.	\$144.50				
18256	06/01/2017	Anderson, Mary J.	\$88.00				
18257	06/01/2017	Borboa, Ana	\$37.00				
18258	06/01/2017	Conrad Jr., Joseph	\$110.88				
18259	06/01/2017	Dodge, Abigail	\$38.61				
18260	06/01/2017	Figueroa, Jeffrey Anthony	\$173.88				
18261	06/01/2017	Garcia, Lynn	\$18.36				
18262	06/01/2017	Gilligan, Judith	\$51.00				
18263	06/01/2017	Grijalva, Carlos F	\$488.69				
18264	06/01/2017	Honorable Alma Vildosola	\$114.18				
18265	06/01/2017	John F. Kelliher, Jr.	\$58.14				
18266	06/01/2017	Jones-Martinez, Jacob	\$97.44				
18267	06/01/2017	McCall, Monica	\$37.00				
18268	06/01/2017	McCleave, Keturah M	\$69.93				
18269	06/01/2017	Mitchell, Marcia N	\$237.26				
18270	06/01/2017	Morales, Julie	\$213.02				
18271	06/01/2017	Offutt, John T.	\$16.00				
18272	06/01/2017	Romero, Julian Vince	\$37.00				
18273	06/01/2017	Valenzuela, Esther	\$198.45				
18274	06/05/2017	USCIS - U.S. Citizenship & Immigration Svcs	\$455.00				
18275	06/06/2017	Amazon.com LLC	\$271.13				
18276	06/06/2017	Aqua Life	\$22.00				
18277	06/06/2017	AZ Dept of Revenue	\$873.11				

**Regular Board of Supervisors Meeting**

<b>Meeting Date:</b>	06/27/2017		
Approve proposed settlement of a tax appeal			
<b>Submitted By:</b>	Sue Blanchard, County Attorney		
<b>Department:</b>	County Attorney		
<b>Presentation:</b>	No A/V Presentation	<b>Recommendation:</b>	Approve
<b>Document Signatures:</b>	BOS Signature NOT Required	<b># of ORIGINALS Submitted for Signature:</b>	0
<b>NAME of PRESENTER:</b>	N/A	<b>TITLE of PRESENTER:</b>	N/A
<b>Docket Number (If applicable):</b>			
<b>Mandated Function?:</b>	Not Mandated	<b>Source of Mandate or Basis for Support?:</b>	

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**Information**

**Agenda Item Text:**

Approve the proposed settlement of the Tax Appeal in Cochise Pacific Associates, AZ, LP, TX2015-000899, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

**Background:**

Taxpayers filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 410-24-047A for tax year 2016. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the parcel's values for Tax Year 2016 should be reduced. The Assessor recommended a settlement offer as follows:

A reduction in the full cash value and limited property value from \$4,949,249.00 to \$975,000.00.

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 impact of not approving the settlement is additional litigation for the County and related costs. The County also risks a judgment in favor of the taxpayer that would reduce the assessed value of the subject property even further than the settlement amount and an order requiring the County to pay the Plaintiff's attorney's fees and costs.

**To BOS Staff: Document Disposition/Follow-Up:**

Advise County Attorney's Office - Civil Division upon Board's approval.

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

<b>Meeting Date:</b>	06/27/2017		
Approve proposed settlement of a tax appeal			
<b>Submitted By:</b>	Sue Blanchard, County Attorney		
<b>Department:</b>	County Attorney		
<b>Presentation:</b>	No A/V Presentation	<b>Recommendation:</b>	Approve
<b>Document Signatures:</b>	BOS Signature NOT Required	<b># of ORIGINALS Submitted for Signature:</b>	0
<b>NAME of PRESENTER:</b>	N/A	<b>TITLE of PRESENTER:</b>	N/A
<b>Docket Number (If applicable):</b>			
<b>Mandated Function?:</b>	Not Mandated	<b>Source of Mandate or Basis for Support?:</b>	

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**Information**

**Agenda Item Text:**

Approve the proposed settlement of the Tax Appeal in Cochise Pacific Associates, AZ, LP, TX2016-001279, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

**Background:**

Taxpayers filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 410-24-047A for tax year 2017. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the parcel's values for Tax Year 2017 should be reduced. The Assessor recommended a settlement offer as follows:

A reduction in the full cash value and limited property value from \$4,721,936.00 to \$975,000.00.

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 impact of not approving the settlement is additional litigation for the County and related costs. The County also risks a judgment in favor of the taxpayer that would reduce the assessed value of the subject property even further than the settlement amount and an order requiring the County to pay the Plaintiff's attorney's fees and costs.

**To BOS Staff: Document Disposition/Follow-Up:**

Advise County Attorney's Office - Civil Division upon Board's approval.

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Approve ACJC Drug, Gang and Violent Crime Control Grant, ACJC Grant No. DC-18-021

**Submitted By:** Sue Blanchard, County Attorney

**Department:** County Attorney

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Recommendation:** Approve

**# of ORIGINALS** 3

**Submitted for Signature:**

**NAME of PRESENTER:** N/A

**TITLE of PRESENTER:** N/A

**Mandated Function?:** Federal or State Mandate

**Source of Mandate or Basis for Support?:** A.R.S. 11-532(A)(1)

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

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**Information**

**Agenda Item Text:**

Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-18-021 in the amount of \$151,772 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2017 through June 30, 2018.

**Background:**

The Drug, Gang and Violent Crime Control Program Grant funds one full time Attorney III and 60% of an Attorney II, who prosecute drug and violent crimes.

Fiscal Impact & Funding Sources: The amount awarded this year is \$151,772 with a match of 37,943. The match will be paid out of Fund 136 CJE.

**Department's Next Steps (if approved):**

Once approved by the Board, and certified copies of Board Minutes are obtained, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

**Impact of NOT Approving/Alternatives:**

By not renewing this Grant, the County would lose two experienced prosecutors. The County Attorney's Office would have to reduce the number of drug- crime prosecutions due to lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expenses. The County Attorney's Office is mandated to prosecute crime.

**To BOS Staff: Document Disposition/Follow-Up:**

Three (3) originals provided. Advise CAO upon Board approval. Return signed Agreements to CAO. Send a certified copy of the Board Minutes approving the Grant Agreement, as soon as they are available, to CAO.

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**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2017-2018

**One-time Fixed Costs? (\$\$\$):** -0-

**Ongoing Costs? (\$\$\$):** -0-

**County Match Required? (\$\$\$):** 37,944

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 51,800

**Source of Funding?:** Grant

**Fiscal Impact & Funding Sources (if known):**

Fund 135

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**Attachments**

Cochise County Grant Approval Form

DC Grant Agreement- ACJC DC-18-021

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# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: June 5, 2017

Point of Contact: Kenny Reeves

Phone Number: 432-8700

Department: **County Attorney**

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## PRIMARY GRANT

Primary Grantor: ARIZONA CRIMINAL JUSTICE COMMISSION

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title: Drug, Gang and Violent Crime Control Program Grant

Grant Term From: July 1, 2017

To: June 30, 2018

Total Award Amount: 151,772.00

New Grant:  Yes  No

Grant No: DC-18-021

Amendment:  Yes  No

Amendment No:

GL Account No: Fund 135

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice**

District: **CW**

Mandated by Law  Yes  No

Number of Positions Funded: 1.6

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Prosecution of drug, gang and violent crimes

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

A.R.S. 11-532(A)(1)

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100 62,226.00

State Funds 336.100 51,602.00

County Funds 391.000 37,944.00

Other Funds:

Total Funds: 151,772.00

Has this amount been budgeted?  Yes  No

Method of collecting funds:  Lump Sum  Quarterly  Draw  Reimbursement

Is reversion of unexpected funds required at the end of grant period?  Yes  No

(a) Total indirect (A-87) Cost Allocation: \$ 51,800.00 (b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 51,800.00

Is there a Secondary Grant Award associated with this Grant?  Yes  No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required?  Yes  No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**



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

ACJC Grant Number DC-18-021  
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

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

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

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

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

B. If to the GRANTEE:

Cochise County Attorney's Office  
 PO Drawer CA  
 Bisbee, AZ 85603  
**Attn: The Honorable Brian McIntyre**

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

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

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b>Personnel:</b>	
Salaries	\$119,402.00
Fringe Benefits (for salaries/overtime)*	\$32,370.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
<b>Operating Expenses:</b>	
Supplies	
Registration/Training	NOT APPROVED
Other	NOT APPROVED
<b>Equipment</b>	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
<b>TOTAL</b>	<b>\$151,772.00</b>
<b>Positions Funded:</b>	
Attorney III (1.42 FTE)	
Equipment Type: NOT APPROVED	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$60,709.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$53,121.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$37,942.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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

worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

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

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

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

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

**Link:** OJP Financial Guide

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

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

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

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the

State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

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

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

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

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting

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

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.  
**Link:** *OJP Training Guide Principles for Grantees and Subgrantees*  
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:  
  
"This was supported by Award No. 2015-DJ-BX-1070 and 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."  
  
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.  
  
"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."  
**Link:** *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations"

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

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

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

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

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

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

against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

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

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

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

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

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

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

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

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

64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

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

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

66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

68. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.

70. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation

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

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

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

Worksheet.

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

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

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

Authorized Official Initials



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

**FOR GRANTEE:**

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Authorized Signatory

Date

---

Printed Name and Title

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

*By TR*

*6/8/17*

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Legal counsel for GRANTEE

Date

*Britt Hanson, Chief Civil Deputy*

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Printed Name and Title

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

*A.R.S. §§ 11-251, -531*

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Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

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Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

Date



**ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT**

**Insurance Requirements  
Exhibit "A"**

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

None.

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

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

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

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

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

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

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

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

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

**2. Business Automobile Liability**

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

Combined Single Limit (CSL) \$1,000,000

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

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

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

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

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

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

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

- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

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

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

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

**Notice of Cancellation:**

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

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

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

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

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

**Subcontractors:**

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

**Approval and Modifications:**

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

**Exceptions:**

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Approve Crime Victim Compensation Program Grant, ACJC Grant No. VC-18-050

**Submitted By:** Sue Blanchard, County Attorney

**Department:** County Attorney

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Recommendation:** Approve

**# of ORIGINALS Submitted for Signature:** 3

**NAME of PRESENTER:** N/A

**TITLE of PRESENTER:** N/A

**Mandated Function?:** Federal or State Mandate

**Source of Mandate or Basis for Support?:** A.R.S. § 41-2407

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

**Information**

**Agenda Item Text:**

Approve Crime Victim Compensation Grant No. VC-18-050 in the amount of \$83,060 for the period of July 1, 2017 through June 30, 2018.

**Background:**

The award amount of \$83,060.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide crime victims within Cochise County compensation for injuries and losses received as a result of an incident. The grant allows \$21,500.00 in administrative costs which is used to pay salary and EREs for a part time Victim Compensation Coordinator. There are no match funds necessary for this grant.

Fiscal Impact & Funding Sources: There is no transfer-in from any county account. This fund is fully grant monies.

**Department's Next Steps (if approved):**

Once approved by the Board, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

**Impact of NOT Approving/Alternatives:**

This is a mandated service and Cochise County would be at fault. Also, victims in Cochise County would not receive compensation.

**To BOS Staff: Document Disposition/Follow-Up:**

Three (3) originals provided. Advise CAO upon Board approval. Return signed Agreements to CAO. Send a certified copy of the Board Minutes approving the Grant Agreement, as soon as it is available, to CAO.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2017-2018

**One-time Fixed Costs? (\$\$\$):** -0-

**Ongoing Costs? (\$\$\$):** -0-

**County Match Required? (\$\$\$):** -0-

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:** Grant

**Fiscal Impact & Funding Sources (if known):**

Fund 121

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**Attachments**

[Cochise County Grant Approval form](#)

[Grant Agreement ACJC VC-18-050](#)

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

ACJC Grant Number DC-18-021  
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

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

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

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

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

B. If to the GRANTEE:

Cochise County Attorney's Office  
 PO Drawer CA  
 Bisbee, AZ 85603  
**Attn: The Honorable Brian McIntyre**

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

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

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b>Personnel:</b>	
Salaries	\$119,402.00
Fringe Benefits (for salaries/overtime)*	\$32,370.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
<b>Operating Expenses:</b>	
Supplies	
Registration/Training	NOT APPROVED
Other	NOT APPROVED
<b>Equipment</b>	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
<b>TOTAL</b>	<b>\$151,772.00</b>
<b>Positions Funded:</b>	
Attorney III (1.42 FTE)	
Equipment Type: NOT APPROVED	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$60,709.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$53,121.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$37,942.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.  
**Link:** *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours

worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

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

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

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

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

**Link:** OJP Financial Guide

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

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

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

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the

State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

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

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

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

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting

of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.  
**Link:** *OJP Training Guide Principles for Grantees and Subgrantees*  
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:  
  
"This was supported by Award No. 2015-DJ-BX-1070 and 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."  
  
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.  
  
"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."  
**Link:** *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations"

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

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

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

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

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

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

against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

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

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

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

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

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

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

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

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

64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

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

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

66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

68. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.

70. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation

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

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

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

Worksheet.

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

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

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

Authorized Official Initials



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

**FOR GRANTEE:**

Authorized Signatory

Date

Printed Name and Title

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

*By TR*

*6/8/17*

Legal counsel for GRANTEE

Date

*Britt Hanson, Chief Civil Deputy*

Printed Name and Title

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

*A.R.S. §§ 11-251, -531*

Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

Date



**ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT**

**Insurance Requirements  
Exhibit "A"**

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

None.

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

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

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

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

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

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

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

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

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

**2. Business Automobile Liability**

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

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

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

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

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

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

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

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

- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

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

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

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

**Notice of Cancellation:**

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

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

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

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

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

**Subcontractors:**

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

**Approval and Modifications:**

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

**Exceptions:**

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

## Executive Summary Form

Recommendation: Approve the Crime Victim Compensation Grant No. VC-18-050 in the amount of \$83,060.00.

Background (Brief): The award amount of \$83,060.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide crime victims within Cochise County compensation for injuries and losses received as a result of an incident. The grant allows \$21,500.00 in administrative costs which is used to pay salary and EREs for a part time Victim Compensation Coordinator. There are no match funds necessary for this grant.

Fiscal Impact & Funding Sources: There is no transfer-in from any county account. This fund is fully grant monies.

Next Steps/Action Items/Follow-up: Obtain 3 signed original agreements to forward to the Arizona Criminal Justice Commission for their signatures.

Impact of Not Approving: This is a mandated service and Cochise County would be at fault. Also, victims in Cochise County would not receive compensation.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Demands

**Submitted By:** Melissa Belasco, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

**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.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017  
Prop 201 Smoke Free Arizona  
**Submitted By:** Briggita Hodges, Health & Social Services  
**Department:** Health & Social Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature NOT Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 0  
**TITLE of PRESENTER:** Environmental Health Director  
**Source of Mandate or Basis for Support?:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

**NAME of PRESENTER:** Michael McGee  
**Mandated Function?:** Federal or State Mandate

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

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**Information**

**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) Contract No. ADHS17-171411 for Proposition 201 Smoke Free Arizona Act between Arizona Department of Health Services and Cochise Health and Social Services for the period of July 1, 2017 through June 30, 2022 in an annual amount not to exceed \$66,317.

**Background:**

With the passage of voter approved Proposition 201, Cochise Health and Social Services has been conducting education and compliance activities per this agreement since May 2007.

Furthermore, the contract stipulates that all inspectors performing education and compliance activities attend the smoke-free training once per year. Such training will be provided by the ADHS on an annual basis.

**Department's Next Steps (if approved):**

Your approval is respectfully requested.

**Impact of NOT Approving/Alternatives:**

Not approving this contract may cause the inability for the Health Department to collect the reimbursement for services rendered in a timely manner and could ultimately cause the revocation of the contract and the associated funding.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

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**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** 66317.00  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2018

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 11433

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

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**Attachments**

[Executive Summary](#)



Executive Summary Form

**Agenda Number: HLT-- 3513 (Smoke Free Arizona Contract)**

Recommendation:

Approval of IGA Contract No. ADHS17-171411 for Proposition 201 Smoke Free Arizona Act between Arizona Department of Health Services and Cochise Health and Social Services for the period of 7/1/17 to 6/30/22 in an annual amount not to exceed \$66,317.

Background (Brief):

With the passage of voter approved Proposition 201, Cochise Health and Social Services has been conducting education and compliance activities per this agreement since May 2007.

Furthermore, the contract stipulates that all inspectors performing education and compliance activities attend the smoke-free training once per year. Such training will be provided by the ADHS on an annual basis.

Fiscal Impact & Funding Sources:

Net County Subsidy of \$11,433 is calculated as follows:

Budgeted Salaries/EREs	\$26,880
A-87 Overhead at 54.87%	14,749
Collected Overhead at 5%	
Small-Grant Rate	<u>3,316</u>
Net County Subsidy	\$11,433

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this contract may cause the inability for the Health Department to collect the reimbursement for services rendered in a timely manner and could ultimately cause the revocation of the contract and the associated funding.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS17-171411

## ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 260  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: Prop 201 Smoke Free Arizona

Begin Date: July 01, 2017

Geographic Service Area: Cochise County

Termination Date: June 30, 2022

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: <b><u>Cochise County Health and Social Services</u></b> Address: <b><u>1415 W. Melody Ln., Bldg A</u></b> <b><u>Bisbee, AZ 85603-3090</u></b>	<p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> Name: _____ Phone: _____ FAX No: _____ E-mail: _____
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	<p><b>This Contract shall henceforth be referred to as Contract No. <u>ADHS17-171411</u></b> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p><b>State of Arizona</b></p> Signed this _____ day of _____, 201__
Signature of Person Authorized to Sign _____ Date _____  Print Name and Title _____	<p style="text-align: center;"><b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	<p><b>Attorney General Contract, No. P0012014000078</b>, 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.</p> <p><b>The Attorney General, BY:</b></p>
Signature of Person Authorized to Sign _____ Date _____  Print Name and Title _____	<p style="text-align: center;"><b>Signature</b> _____ <b>Date</b> _____</p> Assistant Attorney General:

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 “Attachment” means any document attached to the Contract and incorporated into the Contract.
  - 1.2 “ADHS” means Arizona Department of Health Services.
  - 1.3 “Budget Term” means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 “Change Order” means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 “Contract” means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 “Contract Amendment” means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 “Contractor” means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 “Cost Reimbursement” means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 “Days” means calendar days unless otherwise specified.
  - 1.10 “Fixed Price” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 “Materials” unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 “Purchase Order” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

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**2. Contract Type.**

This Contract shall be:

Fixed Price

**3. Contract Interpretation.**

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

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

3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

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

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

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

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

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
  - 4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
  - 4.10.2. *Title and Rights to Materials*. As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

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received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

## 5. **Costs and Payments**

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

**6. Contract Changes**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

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

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**7. Risk and Liability**

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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**8. Description of Materials** The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1. Of a quality to pass without objection in the Contract description;
  - 8.2.2. Fit for the intended purposes for which the Materials are used;
  - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable

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steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## 10. Contract Termination

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

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

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS17-171411</b>	<b>TERMS AND CONDITIONS</b>

10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

**11. Arbitration**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

**12. Communication**

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

**13. Client Grievances**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
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**14. Sovereign Immunity**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

**15. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**16. Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

**17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**18. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 260, Phoenix, Arizona 85007.

**19. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

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subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

**20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.frs.gov/>**

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

**21. Contracting; Procurement; Investment; Prohibitions**

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>ADHS17-171411</b>	

**1. Background**

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

**2. Objective**

Provide education and compliance activities in accordance with the Act.

**3. Scope of Service**

The CHD shall:

- 3.1. Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act;
- 3.2. Determine compliance with the Act through inspections and investigations;
- 3.3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112;
- 3.4. Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement;
- 3.5. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

**4. Tasks**

The CHD shall:

- 4.1. Provide educational information about the Act to public places, places of employment, and citizens of the County;
- 4.2. Document and maintain records of:
  - 4.2.1. The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts;
  - 4.2.2. The Act compliance inspections/verifications;
  - 4.2.3. The number of complaints received and the category of the complaint as outlined in the Delegation Agreement;
  - 4.2.4. The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement;
- 4.3. Track complaints using the [smokefreearizona.org](http://smokefreearizona.org) complaint tracking system.
- 4.4. Investigate all complaints by inspection or written notice.

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- 4.5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.
- 4.6. Forward all documentation of complaint inspections and investigations with any findings, recommendations, etc., for ADHS to evaluate and consider for enforcement actions.
- 4.7. Prepare and submit:
  - 4.7.1. Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and
  - 4.7.2. A backup report detailing the expenditures listed on the CER.
- 4.8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year;
- 4.9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

**5. Unobligated/Unexpended Funds**

- 5.1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose";
- 5.2. The CHD shall within sixty (60) days after the end of SFY budget period:
  - 5.2.1. Provide a complete accounting of all expended funds and any outstanding obligations;
  - 5.2.2. Return the unobligated/unexpended balance to ADHS, if applicable;
  - 5.2.3. Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.
- 5.3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

**6. State Provided Items**

ADHS shall provide:

- 6.1. Smokefreearizona.org website, which provides:
  - 6.1.1. Information, including signs, brochures for download; and
  - 6.1.2. Electronic submission of complaints.
- 6.2. Smoke-Free Arizona signs ("No Smoking") to be used for:
  - 6.2.1. Businesses and public places;
  - 6.2.2. Restaurants and bars; and
  - 6.2.3. Vehicles used for business purposes.

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- 6.3. Informational brochures for:
  - 6.3.1. The general public;
  - 6.3.2. Businesses, restaurants, and bars.
- 6.4. Smoke-Free Arizona annual training for all County staff performing education and compliance activities. Training classes will be provided in the Phoenix metro area or online.

**7. Reference Documents**

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

**8. Deliverables**

The CHD shall submit:

- 8.1. A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year;
- 8.2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year. The report shall be submitted to ADHS by May 10, each year.

**9. Notices, Correspondence, and Reports**

- 9.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Smoke-Free Arizona Program  
 Arizona Department of Health Services  
 150 N 18<sup>th</sup> Ave Ste 140  
 Phoenix, AZ 85007  
 Phone: 602-364-3142  
 Fax: 602-364-3146

- 9.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Cochise County Health and Social Services  
 1415 West Melody Lane, Bldg A  
 Bisbee, AZ 85603-3090  
 Phone: 520-432-9472  
 Fax: 520-432-9480

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>ADHS17-171411</b>	

**Price Sheet/Fee Schedule**

Type of Unit	Unit Rate
<b>Budget Periods: 7/1 – 6/30</b>	
Education and Compliance Activities of Food Establishments Under Permit in Cochise County	\$30.00 Per Visit
Education and Compliance Activities of Public Places and Places of Employment Located in Cochise County	\$130.00 Per Visit
<b>Not to exceed Annual Total</b>	<b>\$66,317.00</b>

**Note: If the contractor has unused funds from the previous quarters, the contractor shall carry forward the funds to the following quarters, up to the term of the budget period.**

All expenses are included inclusive of any travel and travel related expenses.

**Authorization for Provision of Services:** Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

**Regular Board of Supervisors Meeting****Meeting Date:** 06/27/2017

ADEQ Delegation Agreement, No. AGR2017-042

**Submitted By:** Briggita Hodges, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME** Mike McGee**TITLE** Environmental Health**of PRESENTER:****of PRESENTER:** Director**Mandated Function?:** Federal or State Mandate**Source of Mandate**

A.R.S. §

**or Basis for Support?:** 36-601.01(G)(10)

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

**Information****Agenda Item Text:**

Approve Cochise Health and Social Services Delegation Agreement AGR2017-042 with the Arizona Department of Health Services (ADHS) for food safety, general sanitation and Smoke-free Arizona activities for the period of July 1, 2017 through June 30, 2032.

**Background:**

The Environmental Health Division of Cochise Health and Social Services is the entity which carries out environmental health inspections for the State in Cochise County under the authority delegated to Cochise County by the ADHS. Selected delegated functions from the State to Cochise County fall under areas of food and general sanitation, pure food control and complaint inspections under the Smoke-Free Arizona Act. Also delegated is the authority to collect fees that are established by the BOS.

**Department's Next Steps (if approved):**

Your approvals are respectfully requested.

**Impact of NOT Approving/Alternatives:**

Not approving this Delegation Agreement will leave the ADHS without a local agent in Cochise County to whom it can delegate its duties and authorities under ARS 36-182. The State requires the County's assistance in this regard. Additionally, without this delegation agreement sanitary inspections of food, swimming pools, hotels, motels, RV parks, campgrounds, schools and general sanitation complaints, etc., along with Smoke-free Arizona complaint inspections would not take place in Cochise County.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

**Budget Information**

*Information about available funds*

**Budgeted:**       **Funds Available:**       **Amount Available:**  
**Unbudgeted:**       **Funds NOT Available:**       **Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Impact & Funding Sources (if known):**

No Fiscal Impact to the County

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**Attachments**

Executive Summary

Delegation Agreement

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**Agenda Number: HLT—3516 (ADEO Delegation Agreement, No. AGR2017-042)**

Recommendation:

This is to request your approval of the Cochise Health and Social Services Delegation Agreement with the Arizona Department of Health Services (ADHS). This new delegation agreement combines food safety, general sanitation and Smoke-free Arizona activities. This new delegation agreement also extends the agreement to June 30, 2032. The previous delegation agreement expires June 30, 2017.

Background (Brief):

The Environmental Health Division of Cochise Health and Social Services is the entity which carries out environmental health inspections for the State in Cochise County under the authority delegated to Cochise County by the ADHS. Selected delegated functions from the State to Cochise County fall under areas of food and general sanitation, pure food control and complaint inspections under the Smoke-Free Arizona Act. Also delegated is the authority to collect fees that are established by the BOS.

Fiscal Impact & Funding Sources:

No fiscal impact to the County.

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this Delegation Agreement will leave the ADHS without a local agent in Cochise County to whom it can delegate its duties and authorities under ARS 36-182. The State requires the County's assistance in this regard. Additionally, without this delegation agreement sanitary inspections of food, swimming pools, hotels, motels, RV parks, campgrounds, schools and general sanitation complaints, etc., along with Smoke-free Arizona complaint inspections would not take place in Cochise County.

**DELEGATION AGREEMENT**  
**No. AGR2017-042**

**DELEGATION AGREEMENT**

**Between**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**

**And**

**COCHISE COUNTY**

A Delegation Agreement is defined in Arizona Revised Statutes (“A.R.S.”) § 41-1001(7) as “an agreement between an agency and a political subdivision that authorizes the political subdivision to exercise functions, powers and duties conferred on the delegating agency by a provision of law.” A.R.S. § 41-1081 establishes standards of delegation.

The Arizona Department of Health Services (“**ADHS**”) is authorized by A.R.S. § 36-601.01(G)(10) to delegate to a political subdivision of this state any functions, powers or duties under the Smoke-Free Arizona Act. ADHS is authorized by A.R.S. § 36-136(D) to delegate to a local health department, county environmental department, or public health services district any functions, powers, or duties that the ADHS Director (“**Director**”) believes can be competently, efficiently, and properly performed by the local health department, county environmental department, or public health services district.

Cochise County (“**County**”) is a political subdivision of this state. See A.R.S. §§ 11-104 and 38-382. As a political subdivision of this state, Cochise County, through its County Health Department, may carry out delegated functions, powers, and duties on behalf of the ADHS. See A.R.S. §§ 36-136(D), 36-182, 36-601.01(G)(10) and 41-1001(7).

A.R.S. § 11-201(A)(3) authorizes the Cochise County Board of Supervisors to enter into contracts as necessary to assist the County in exercising its powers.

Therefore, the Director delegates to the County, and the County agrees to accept and perform the functions, powers, and duties described in Appendix B, in accordance with the terms and conditions of this Delegation Agreement (“**Agreement**”). The functions, powers, and duties to be retained by ADHS are described in Appendix B.

**1. RECORDS AND INSPECTIONS:**

- 1.1. The County agrees to retain all records and data related to the delegated functions, powers, and duties identified in Appendix B.
- 1.2. The County agrees to retain all records and data according to the Arizona State Library, Archives and Public Records, General Records Retention Schedule for All State and Local Agencies for Environmental Quality, Health, Management and Sustainability Records. See <http://apps.azlibrary.gov/records/general.aspx> for more information.
- 1.3. All records are subject to inspection and audit by the ADHS’ Office of Environmental Health (“**OEH**”). Upon receiving a request for records from OEH, the County agrees to produce a legible copy of any or all such records as requested to OEH within five (5) business days of receiving the OEH records request.

# DELEGATION AGREEMENT

## No. AGR2017-042

- 1.4. An OEH representative, after providing prior notice to the County, may accompany County representatives on inspection related to delegated functions and review all County records related to delegated functions, powers, and duties identified in Appendix B.
- 1.5. A County representative, after providing prior notice to OEH, may request to accompany an OEH representative on an OEH inspection for the purposes of training, information sharing, or to coordinate County and OEH actions related to delegated functions, powers, and duties identified in Appendix B.

## 2. ENFORCEMENT ACTIONS:

- 2.1. The County, when exercising enforcement related to delegated functions, powers, and duties, shall comply with all applicable state statutes and rules identified in Appendix B.
- 2.2. The County shall be responsible for enforcement actions for those functions, powers, and duties identified in Appendix B.
- 2.3. The County shall respond to public nuisances dangerous to public health, as specified in A.R.S. § 36-601(A), and which falls under the County's delegated functions, powers, and duties identified in Appendix B. The OEH retains the authority to also respond to public nuisances dangerous to the public health. Unless a public nuisance dangerous to public health exists, no enforcement actions on a delegated function will be initiated by the OEH until the County has received notice of a violation from OEH and the County has had five (5) business days after receipt of the OEH notice of violation to initiate an enforcement action.
- 2.4. The County shall be responsible for the following:
  - 2.4.1. Food Safety and General Sanitation Control:

See Appendix B.
  - 2.4.2. Pure Food Control:

The County shall administer and enforce the provisions of A.R.S. §§ 36-901 through 36-916 which prohibits the manufacture, sale, holdings or delivery of adulterated and misbranded foods. Where adulterated or misbranded food is manufactured, sold, held, or delivered from or within the County, and no portion of such manufacture sale, holding, or delivery occurs within any other county of the state, the County may take enforcement action without first notifying OEH. However, if any portion of the manufacture, sale, delivery, holding, or offering for sale of adulterated or misbranded food occurs within any other county of the state, no enforcement action shall be initiated by the County until after OEH has received a notice of violation and has five (5) business days from the date the notice was received to initiate an enforcement action. The County shall, within 24 hours of identifying an emergency case, provide notice of violation to the OEH of the nature and extent of the violation of state statutes or rule relating to adulterated or misbranded foods, and shall provide additional information as OEH may require. See Appendix B.

# DELEGATION AGREEMENT

## No. AGR2017-042

### 4.2.3. Smoke-Free Arizona Act

County shall be responsible for the education, inspections, investigations, and complaint responses for the Smoke-Free Arizona Act according to delegated functions, powers, and duties identified in Appendix B. The County shall forward reports of violation related to the Smoke-Free Arizona Act to the OEH for enforcement. See Appendix B.

### **3. FEES AND CIVIL PENALTIES:**

The County is authorized to collect fees and assess civil penalties by: A.R.S. §§ 36-183.04; 36-183.05; 36-187; and 36-602. The County is also authorized to collect fees and assess civil penalties for delegated functions, powers, and duties under this Agreement, if such authority is included in the laws and rules identified in Appendix B.

### **4. QUALIFICATIONS OF PERSONNEL:**

- 4.1. A County representative exercising delegated functions, powers, and duties identified in Appendix B with regard to Food and General Sanitation Control and Pure Food Control shall be an Arizona Registered Sanitarian authorized by A.R.S. § 36-136.01 or an unregistered individual that prepares and submit inspection reports to an Arizona Registered Sanitarian. Individuals that are not registered sanitarians shall not approve or disapprove the operation of a food establishment.
- 4.2. A County representative exercising delegated functions, powers, and duties identified in Appendix B with regard to the Smoke-Free Arizona Act, shall meet County personnel rules.

### **5. STANDARDS OF PERFORMANCE AND REPORTING:**

- 5.1. The County's performance of delegated functions under the Agreement shall be in accordance with state statues and rules identified in Appendix B and inspections for:
  - 5.1.1. Food establishments shall be inspected at least once every six months or at a frequency outlined in section 8-401.10 and 8-401.20 of the food code.
  - 5.1.2. Semi-public bathing places shall occur at least once each calendar year and public swimming pools shall be inspected at least once each month that the public swimming pool is open for water contact recreation.
  - 5.1.3. Public schools shall occur at least once each calendar year.
- 5.2. Unregistered individuals conducting food safety inspections shall receive food code training or have completed the Food and Drug Administration's Voluntary National Retail Food Regulatory Program Standards Standard 2 prerequisite training curriculum prior to conducting independent retail food inspections.
- 5.3. The County shall provide annually a:
  - 5.3.1. Food and General Sanitation Annual Report to the OEH Food Safety & Environmental Services Section, using the form provided in Appendix C, by September 1; and
  - 5.3.2. Smoke-Free Arizona Annual Report to the OEH Smoke-Free Arizona Section, using the form provided in Appendix D, by May 10.

**DELEGATION AGREEMENT**  
**No. AGR2017-042**

**6. TERMINATION:**

- 6.1. This Agreement may be terminated in whole or in part by the Director or the County, effective ninety (90) calendar days after either the Director or the County provides written notice of termination by certified mail to the other.
- 6.2. The County, prior to the termination of all or part of this Agreement, shall forward to the Director:
  - 6.2.1. A list and summary of the functions, powers, and duties the County is terminating;
  - 6.2.2. All pending complaints and enforcement actions received by the County for those functions, powers, and duties being terminated;
  - 6.2.3. The Smoke-Free Arizona Annual Report, identified in Appendix D, updated from the date of the last Smoke-Free Arizona Annual Report submitted to the Department for analyzing Smoke-Free Arizona activities to enforce this law, including all complaints and education outreach and enforcement activities by the County;
  - 6.2.4. A list of names of the persons and regulated facilities affected by the termination and to whom notification of termination was sent; and
  - 6.2.5. All records retained according to Section (A)(2).
- 6.3. The provisions of A.R.S. § 38-511 are incorporated herein by reference.

**7. AMENDMENTS:**

This Agreement may be amended by mutual approval of both the Director and the County by executing and filing a written amendment signed by both the Director and the County containing the desired modifications as required in A.R.S. § 41-1081.

**8. DISPUTES:**

- 8.1. Pursuant to A.R.S. § 12-1518, the Director and the County agree to use arbitration specified in A.R.S. § 12-133, should a dispute under this Agreement occur which cannot be resolved by the Director and the County.
- 8.2. In the event of a dispute between the Director and the County under this Agreement, the OEH or the County with who a matter in dispute is claimed will:
  - 8.2.1. Provide to the other a written notice of the matter in dispute and intent to resolve the matter in dispute, including a notice of proposed meeting to discuss and resolve the matter in dispute.
  - 8.2.2. After the meeting to resolve the matter in dispute, the OEH and County will implement the resolution agreed to by the OEH and the County within 10 business day of the date-of-the-meeting; unless during the meeting, the OEH and County agreed to extend the period needed for resolution.
  - 8.2.3. If after the meeting, a resolution is not reach between the OEH and the County, the matter in dispute shall be resolved through the use of arbitration as stated in subsection 3.

**DELEGATION AGREEMENT  
No. AGR2017-042**

8.3. In the event that the dispute between the Director and the County identified in subsection 2 is not resolved, the Director or the County with who a matter in dispute is claimed, shall provide to the other notice of intent to seek resolution through arbitration. The Director or the County with who a matter in dispute is claimed shall proceed with arbitration as specified in A.R.S. § 12-133.

**9. TERM OF AGREEMENT:**

This Agreement is effective July 1, 2017 and the termination date of this Agreement is June 30, 2032. In the event a new Agreement is not executed by the termination date, the Agreement may be extended by executing requirements in Section G by mutual agreement by filing an amendment in accordance with the provisions of A.R.S. § 41-1081.

**ARIZONA DEPARTMENT OF HEALTH SERVICES**

---

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**COCHISE COUNTY HEALTH DEPARTMENT**

---

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY BOARD OF SUPERVISORS**

---

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

**ATTEST**

---

CLERK OF THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_

**DELEGATION AGREEMENT**  
**No. AGR2017-042**  
**APPENDIX A**

**PRIMARY CONTACT PERSONS**

1. The name and address of the primary contact person for the County is:

Carrie Langley  
Acting Health Director  
Cochise County Health Department  
1415 Melody Lane, Bldg. A  
Bisbee, AZ 85603  
520.432.9468

2. The name and address of the primary contact person for the ADHS is:

Eric Thomas, Chief  
Office of Environmental Health  
Arizona Department of Health Services  
150 N. 18th Avenue, Suite 140  
Phoenix, Arizona 85007  
602.364.0929

**DELEGATION AGREEMENT**  
**No. AGR2017-042**  
**APPENDIX B**

**1. COUNTY DELEGATED RESPONSIBILITIES:**

Delegated Functions and Duties	Applicable Statutes and Rules
Swimming Pools and Bathing Places	A.R.S. § 36-132(A)(12). A.A.C. Title 9, Chapter 8, Article 8.
Bottled Water	A.R.S. §§ 36-132(A)(13) and 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 2.
Campgrounds	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 6.
Children's Camps	A.R.S. §§ 36-3901 through 36-3915 ( <i>formerly 8-551 through 8-568</i> ) and 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 4.
Food Establishments except for state prisons.	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 1.
Hotel and Motel Sanitation	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 13.
Public Nuisance Responses	A.R.S. §§ 36-136(A)(6) and 36-601.
Public Toilet Facilities	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 3.
Public School Sanitation	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 7.
Trailer Coach Park Sanitation	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 5.
Pure Food Control Investigations	A.R.S. §§ 36-901 through 36-916.
Smoke-Free Arizona	A.R.S. § 36-601.01 A.A.C. Title 9, Chapter 2, Article 1.

- 2. ADHS RETAINS** inspections for food establishments at state prisons not delegated to the County described in Subsection (A).
- 3. ADHS RETAINS** enforcement activities for reports of violation related to the Smoke-Free Arizona Act not delegated to the County described in Agreement Subsection (B) Enforcement Actions.

**DELEGATION AGREEMENT**  
**No. AGR2017-042**  
**APPENDIX C**

**FOOD AND GENERAL SANITATION ANNUAL REPORT FORM**

Jurisdiction: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

<b>Food Program Activity Categories</b>	<b>Complex</b>	<b>Moderate</b>	<b>Limited</b>	<b>Totals</b>
Current Number of Food Establishments				
Number of Routine Inspections				
Number of Re-inspections				
Number of Pre-Operational Inspections Performed				
Number of Food borne Illness (FBI) Complaints Evaluated/Investigated				
Number of Non-FBI Complaints Evaluated/Investigated				
Number of Compliance Proceedings (Conferences, Hearings, Court)				
Number of Food Items Detained/Embargoed "Pounds"				
Number of Temporary Food Establishment Inspections Performed				

<b>Sanitation Inspections and Other Programs</b>	<b>Number of Facilities</b>	<b>Number of Inspections</b>	<b>Number of Complaint Investigations</b>	<b>Number of Enforcement Actions</b>
Public & Semipublic Bathing Places				
Trailer Coach Parks				
Public School Grounds				
Camp Grounds				
Children's Camps				
Public Accommodations				
Bottled Water				

**Total number of Registered Sanitarians in the Food Safety Program:** \_\_\_\_\_

**Total number of Sanitarian Aides in the Food Safety Program:** \_\_\_\_\_

# DELEGATION AGREEMENT

## No. AGR2017-042

### APPENDIX D

#### SMOKE-FREE ARIZONA ANNUAL REPORT FORM

Jurisdiction: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Smoke-Free Arizona Activity Categories:	Individuals <sup>1</sup>	Public Buildings <sup>2</sup>	Places of Employment <sup>3</sup>	Retail Food <sup>4</sup>	Other <sup>5</sup>	Totals
Number of Complaints <sup>A</sup> (one category only)						
Number of Complaint Inspections <sup>B</sup>						
Number of Notice of Violations Issued <sup>C</sup>						
Number of Enforcement Referrals to ADHS <sup>D</sup>						
Number of Compliance Proceedings <sup>E</sup>						
Fines Assessed <sup>F</sup>						

**A:** Indicate the total number of complaints received from each category between May 1<sup>st</sup> [Year] and April 30<sup>th</sup> [Year].

**B:** Indicate the number of inspections/investigations conducted on-site with regards to the allegations made in the complaint. Complaint inspections do not include letters or phone calls made to the proprietor.

**C:** Indicate the total number of notices of violations issued. The notice of violation may or may not include an assessment of fines. Do not include the number of inspections reports or letters notifying the proprietor that a complaint has been filed.

**D:** Indicate the total number of establishments being referred to ADHS for enforcement.

**E:** Indicate the total number of compliance proceedings, this include hearings and meetings with the proprietor (and/or his representative) following the issuance of the notice of violations

**F:** Indicate the total amounts of money received for fines or settlements.

**1:** Used only for a report of violation regarding an individual who did not stop smoking when asked to quit smoking in a non-smoking area. This category is unlikely to be used.

**2:** Includes airport facilities, stadium, auditoriums, theaters, banks, city/county/state buildings, and similar establishments open to the general public.

**3:** Includes private offices or other businesses where the general public is not usually invited.

**4:** Includes all types of retail food establishments such as bars, restaurants grocery stores, etc. For example, a convenience store may be included in this category if this establishment has a food permit.

**5:** Includes all other establishments, locations, areas or spaces not defined in the categories listed above. For example, outdoor areas, courtyards, parks, bus stops, spaces lacking a physical structure, and Federal/Tribal land.

Smoke-Free Arizona Program Educational Services:	Totals
Number of Presentations (Group Events) <sup>A</sup>	
Number of Participants/Audience (Group Events) <sup>B</sup>	
Number of Consultations/Counseling Provided <sup>C</sup>	
Number of Media Contacts <sup>D</sup>	

**A:** Indicate the total number of presentations made between May 1st [Year] and April 30th [Year]. This category includes workshop, seminar, conference and other presentations for a group of people.

**B:** Indicate the total number of participants attending all the events mentioned in A. For consistency purposes, the following information should be documented at the county for each group event: *Name of the event, Date of the event, Location of the event, Title of the presentation, Number of participants/audience.*

**Group Event Example:** *Annual Conference; May 15-16, [Year]; Conference Center; Title of the presentation: "Understanding the Smoke-Free Arizona Act;" and Audience: 40 participants at the event.*

**C:** Indicate the total number consultations and counseling made between May 1st [Year] and April 30th [Year]. Consultations and counseling include routine inspections at food establishments when education is provided with regards to the Smoke-Free Arizona Act, on-site visits to businesses, meeting with business owners, etc. Consultation and counseling does not include information provided to the general public or a business owner over the phone about a general question on the Smoke-Free Arizona Act. For consistency purposes, the consultation should be documented (inspection report, logbook, daily planner, narrative, Email etc.) at the county. It should be related to a specific establishment with the date of the visit/meeting, and the name of the person who received the consultation.

**D:** Indicate the number of requests between May 1<sup>st</sup> [Year] and April 30<sup>th</sup> [Year] coming from the media (television, radio, newspaper) about the Smoke-Free Arizona program. This also includes contacts with the Public Information Officer or anyone else in your county.

**DELEGATION AGREEMENT  
No. AGR2017-042  
LETTER OF DETERMINATION**

**DELEGATION AGREEMENT NO.** \_\_\_\_\_

The Office of the County Attorney has determined that the Delegation Agreement made between the:

ARIZONA DEPARTMENT OF HEALTH SERVICES

AND THE

COCHISE COUNTY

is in proper form and is within the powers and authority granted under the laws of Arizona to the County Board of Supervisors (ref. A.R.S. § 11-201).

TYPED NAME OF COUNTY ATTORNEY

BY

\_\_\_\_\_  
SIGNATURE OF COUNTY ATTORNEY/DESIGNEE

\_\_\_\_\_  
TYPED TITLE OF SIGNATORY

\_\_\_\_\_  
DATE

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Interim Permit/New Liquor License Mustang Corners

**Submitted By:** Rebecca Reynolds, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V **Recommendation:** Approve  
Presentation

**Document Signatures:** BOS **# of ORIGINALS**  
Signature **Submitted for Signature:**  
NOT  
Required

**NAME of PRESENTER:** Arlethe Rios **TITLE of PRESENTER:** Clerk of the Board

**Mandated Function?:** Not **Source of Mandate**  
Mandated **or Basis for Support?:**

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve an interim permit/new liquor license application submitted by Ms. Andrea Dahlman Lewkowicz, for Mustang Corners, located at 2222 N. Highway 90, Huachuca City, AZ 85616.

**Background:**

Ms. Andrea Dahlman Lewkowicz, has applied for an interim permit/new liquor license for Mustang Corners, located at 2222 N. Highway 90, Huachuca City, AZ 85616. The Sheriff's Office has no recommendation but noted 2 citations on 4/17/17 of an employee failing to check ID and for selling alcohol to a minor. Treasurer's Office advised us that on 5/12/17 the property had a lien on it and was in back tax. As of 5/15/17, the lien and back tax have been cleared as part of the ownership change on the property. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The Health Depart will notify the applicant with requirements to obtain the proper permits before operating the business.

Ms. Andrea Dahlman Lewkowicz has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

**Department's Next Steps (if approved):**

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

**Impact of NOT Approving/Alternatives:**

A hearing on this application will be scheduled with the State Liquor Board.

**To BOS Staff: Document Disposition/Follow-Up:**

Send email to ADLLC with the Local Governing Board Recommendation form and posting documents.  
Send a copy of letter to applicant.

---

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Application

Departmental Forms

Affidavit of Posting

---



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

\*17 MAY 2 11:47 AM '17  
 DLIC USE ONLY

License #	10023192
Date Accepted:	5/2/17
CSE:	W

Application for Liquor License  
 Type or Print with Black Ink

Parcel # 106-24-176A

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

**SECTION 1 Type of License**

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

**SECTION 2 Type of Ownership**

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

**SECTION 3 Type of license**

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

1. Type of License (restaurant, bar etc.): Series 10 2. LICENSE # (if issued): 10023192

**SECTION 4 Applicants**

1. Agent's Name: Lewkowicz Andrea Dahlman  
Last First Middle

2. Applicant/Licensee Name: Max Mini Mart, Ltd.  
(Ownership name for type of ownership checked on section 1) B1044483

3. Business Name (Doing Business As-DBA): Mustang Corners

4. Business Location Address: 2222 N Hwy 90 Huachuca City AZ 85616 Cochise  
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 2600 N. Central Avenue, Suite 1775 Phoenix AZ 85004  
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: (520) 907-2566 Daytime Contact Phone: (602) 200-7222

7. Email Address: andrea@lewklaw.com

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

Fees:	\$ <u>100.00</u> Application	\$ <u>100.00</u> Interim Permit	Department Use Only	_____	\$ <u>200.00</u> Total of All Fees
			Site Inspection	Finger Prints	
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION 5 Background Check**

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

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

a) Date Incorporated/Organized: 10/30/2014 10/25/10 State where Incorporated/Organized: Delaware AZ  
 b) AZ Corporation or AZ L.L.C. File No: -1611385-5 Date authorized to do business in AZ 6/29/2010

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

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
Holmes	Richard	Thomas	Pres/Sec	100%	37193 Buckskin Circle	Parker	AZ	85344

(Attach additional sheet if necessary)

**SECTION 6 Interim Permit**

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

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

1. Enter license number currently at the location: 0023023  
 2. Is the license currently in use?  Yes  No If no, how long has it been out of use? \_\_\_\_\_

I, (Signature) Michael George Wystrach declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

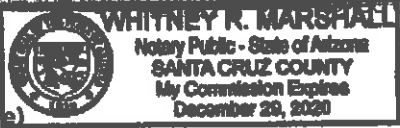
Attach a copy of the license currently issued at this location to this application.

**NOTARY**


State of Arizona )  
 County of Santa Cruz )

On this 21 Day of April, 20 17 before me personally appeared Michael George Wystrach  
(Day Month Year) (Print Name of Document Signer)

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



(Affix Seal Above)



Signature of NOTARY PUBLIC

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

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

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

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

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

1. Government Entity: \_\_\_\_\_

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

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

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

1. License #: \_\_\_\_\_

2. Current Agent Name: \_\_\_\_\_  
Last First Middle

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

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

5. Current Daytime Phone: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_

6. Does current licensee intend to operate the business while this application is pending?  Yes  No

7. I authorize the transfer of this license to the applicant: \_\_\_\_\_  
Signature of Agent or Individual controlling person

**NOTARY**

State of Arizona )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_  
Day Month Year (Print Name of Document Signer)

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

\_\_\_\_\_  
Signature of NOTARY PUBLIC

(Affix Seal Above)

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

**A.R.S. §4-207.** (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

**The above paragraph DOES NOT apply to:**

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

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

-Section 10 continued-

1. Distance to nearest School: 24,816 ft Name of School: Huachuca City Elementary School  
 (If less than one (1) mile note footage) Address: 100 School Dr, Huachuca City, AZ 85616

2. Distance to nearest Church: 4,752 ft Name of Church: Good Shepherd Mission  
 (If less than one (1) mile note footage) Address: 2241 N Good Shepherd Way, Huachuca City, AZ 85616

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

1. I am the:

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

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

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

4. Total money borrowed for the Business not including lease? \$ 0.00

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

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

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

Yes  No If yes, attach explanation.

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

Yes  No If yes, attach explanation.

**SECTION 12 Diagram of Premises**

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

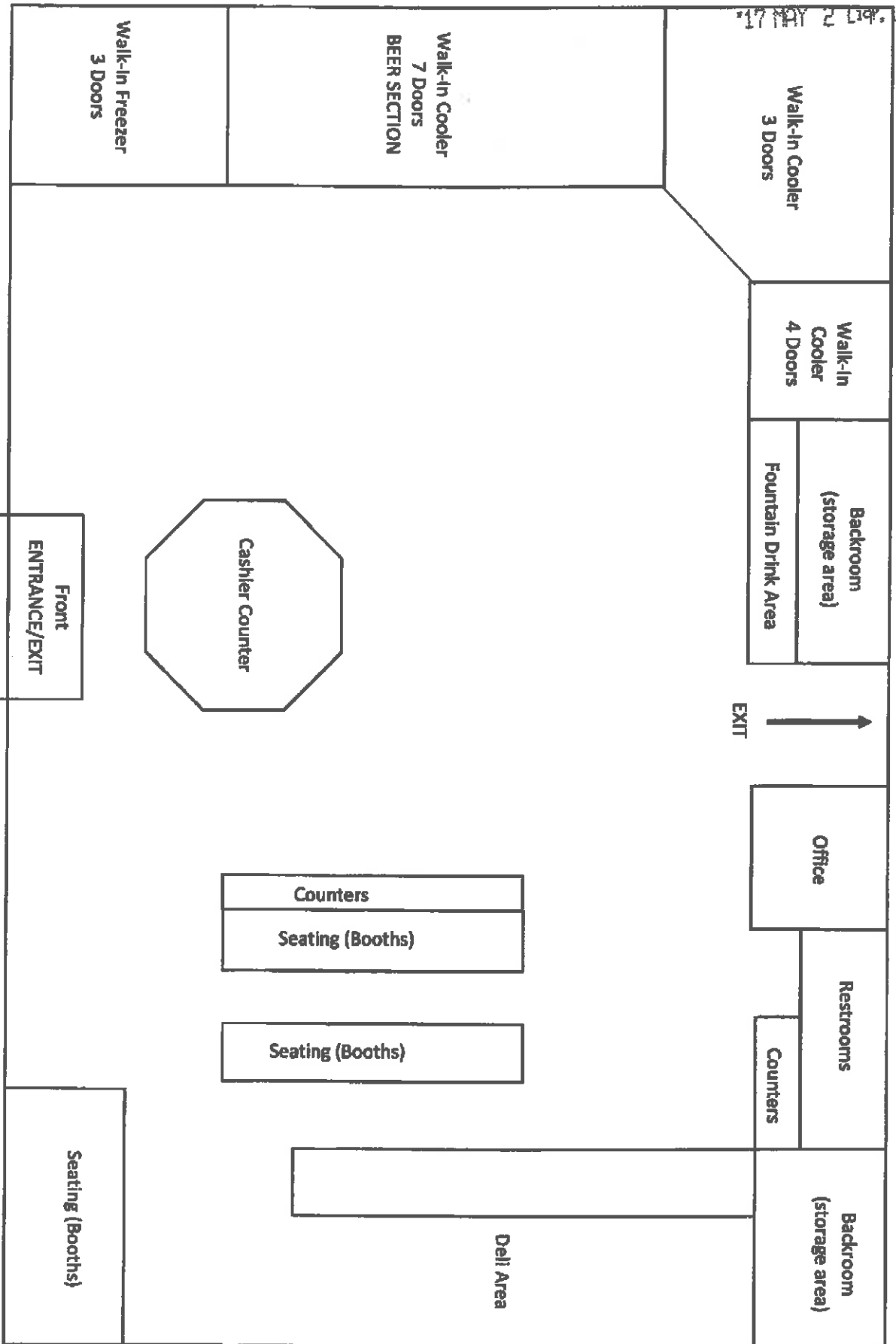
Patio:  Contiguous  Non-Contiguous within 30 feet

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

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

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

17 MAY 2 11:49 AM '18



Mustang Corner Shell 2222 Hwy 90 Huachuca City, AZ 85616 Building Square Feet 4,287

Liquor Storage Throughout (licensed premise)

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

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

  
Applicant's Initials

**RESTAURANTS AND HOTELS/MOTELS ONLY**

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

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

4b. Provide a restaurant operation plan.

**SECTION 13 SIGNATURE BLOCK**

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

**NOTARY**

State of Arizona

County of MARICOPA

On this 20 Day of APRIL, 2017 before me personally appeared ANDREA DAHLMAN LEWKOWITZ  
(Print Name of Document Signer)

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



  
Signature of NOTARY PUBLIC

(Affix Seal Above)

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

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

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

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

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



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

FP current

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

The fees allowed by A.R.S. § 4-6852 will be charged for all dishonored checks. P1056227

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

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

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

Liquor License#: 10023172
(If the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager. Agent is selected.

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date:
Last First Middle (NOT a public record)

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

4. Place of birth: MANKATO MN USA Height: 5'8" Weight: 140 Eyes: HZL Hair: BLN
City State COUNTRY (not country)

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

6. Are you a bona fide resident of Arizona? [X] Yes [ ] No If yes, what is your date of residency: 04/1961
A.R.S. § 4-202(A) and (C)

7. Daytime telephone number: (602) 200-7222 E-mail address: andrea@lewklaw.com

8. Business Name: MUSTANG CORNERS Business Phone: 520 / 907 / 2566

9. Business Location Address: 2222 N. HWY 90 HUACHUCA CITY AZ COCHISE 85616
Street (do not use PO Box) City State County Zip

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Row 1: 01/2004, CURRENT, ATTORNEY, LEWKOWITZ LAW OFFICE PLC, 2600 N CENTRAL AVE. #1775 PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
02/1998	CURRENT	OWN	5745 N 25th STREET	PHOENIX	AZ	85016

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? (Must provide the DLLC-approved certificate of completion issued by a course provider.)  Yes  No
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation.  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D)  Yes  No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

**CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED**

**Signature Block**

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

SIGNATURE: *[Signature]*

**NOTARY**

State of Arizona }  
County of MARICOPA }

On this 26 Day of APRIL, 20 17 before me personally appeared ANDREA DAHLMAN LEWKOWITZ  
Day Month Year (Print Name of Document Signer)

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



*[Signature]*  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

I, (Print Full Name) \_\_\_\_\_, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: \_\_\_\_\_

17 MAY 2 10:18 AM '18



2600 North Central Avenue  
Suite 1775  
Phoenix, Arizona 85004  
602.200.7222  
602.200.7234  
www.lewkowitzlaw.com

Andrea D. Lewkowitz  
H.J. Lewkowitz

April 26, 2017

Cynthia Bejar, Licensing Manager  
Department of Liquor Licensing & Control  
800 West Washington Street, 5th Floor  
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Ms. Bejar:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,

A handwritten signature in black ink that reads 'Andrea D. Lewkowitz'.

Andrea D. Lewkowitz

ADL/als



17 MAY 2 Lic. Lic. PM 2 018

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

FP Current

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

FP: 3/17/2016

The fees allowed by A.R.S. 54-6852 will be charged for all dishonored checks.

P1063225

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

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

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

Liquor License#: 10023192

(If the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager, with instructions to complete questions.

2. Name: Holmes Richard Thomas Birth Date: (Last First Middle NOT a public record)

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

4. Place of birth: Encino CA USA Height: 5'8 Weight: 195 Eyes: Brown Hair: Brown (City State COUNTRY (not county))

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

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

7. Daytime telephone number: (626) 827-1708 E-mail address: None

8. Business Name: MUSTANG CORNERS Business Phone: 520 / 907 / 2566

9. Business Location Address: 2222 N HWY 90 HUACHUCA CITY AZ COCHISE 85616 (Street (do not use PO Box) City State County Zip)

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include Max Mini Mart Ltd and Horizon Auto.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
10/1995	CURRENT	Own	5581 Lakeview Drive	LaVerde	CA	91750
04/1998	Current	Own	37193 Buckskin Circle	Parker	AZ	85344

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? (Must provide the DLLC-approved certificate of completion issued by a course provider.)  Yes  No
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210  Yes  No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation.  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D)  Yes  No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

**CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED**

**Signature Block**

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

SIGNATURE: [Signature]

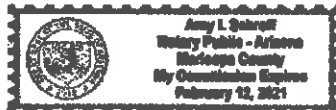
**NOTARY**

State of Arizona

County of Maricopa }

On this 04 Day of April, 2017 before me personally appeared Richard Thomas Holmes (Print Name of Document Signer)

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



[Signature]  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

I, (Print Full Name) \_\_\_\_\_, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: \_\_\_\_\_



STATE OF ARIZONA  
DEPARTMENT OF LIQUOR LICENSES AND CONTROL

Douglas A. Ducey  
GOVERNOR

May 2, 2017

John Cocca  
DIRECTOR

**Andrea Dahlman Lewkowitz**  
**Mustang Corners**  
**2600 N Central Ave #1775**  
**Phoenix, AZ 85004**

**Re: Application No. 10023172**

**Dear Ms. Lewkowitz:**

**The following information is required to continue processing your application:**

**Proof of required Liquor Law Training for persons involved in the day to day operations of the business per substantive policy as outlined below.**

- **Completion of the Liquor Law Training Courses is required prior to issuance of a license. Such training must have been completed within the last three years.**
- **The person(s) required to attend both the Basic Liquor Training and Management Training, ( either on sale or off sale), will include the following: owner(s), licensee/agent or manager(s) who are actively involved in the day to day operations of the business.**
- **Before acceptance of a Managers Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on sale or off sale) will be required.**

**If you have any questions, please contact me at (602) 364-1898.**

**Thank you,**

**Debbie Wunderly**  
**Customer Service Representative**

**Enclosures**

800 WEST WASHINGTON, 5<sup>th</sup> FLOOR PHOENIX, ARIZONA 85007-2934 PHONE (602) 542-5141 FAX (602) 542-5707

[WWW.AZLIQUOR.GOV](http://WWW.AZLIQUOR.GOV)

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



AZ CORPORATION COMMISSION  
FILED

ARTICLES OF INCORPORATION

JUN 28 2018

OF

FILE NO. 16/13055

MAX MINI MART, LTD.

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, have associated myself for the purpose of forming a Corporation under the laws of the State of Arizona, and adopt the following Articles of Incorporation.

I.

The name of the Corporation is MAX MINI MART, LTD.

II.

The purpose for which this Corporation is organized is the prosecution of any or all lawful business for which Corporations may be incorporated under the laws of Arizona, as they may be expanded from time to time.

III.

The Corporation hereby intends to conduct the business of the operation of a gas station and retail market.

IV.

The Corporation shall have authority to issue 1,000,000 shares of common stock with \$1.00 par value.

V.

The street address of the principal place of business of the Corporation is 1371 S. Palo

Yard Blvd., Lake Haven City, AL 36406.

VI

The name and address of the Statutory Agent of the Corporation is Harvey R. Jackson, Attorney at Law, 3479 McCulloch Blvd., N., Lake Haven City, AL 36406.

VII

The names and addresses of the initial Board of Directors, initial Officers, and the incorporators are as follows, and the names and addresses of the persons who are to serve as the Directors until the first Annual Meeting of Shareholders or until their successors are elected and qualified are:

Richard T. Holmes, Director/President-Security/Incorporator  
37193 Huntsville Circle  
Pike, AL 36344

The number of persons to serve on the Board of Directors hereafter shall be fixed by the Bylaws.

VIII

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Alabama Corporation Commission.

IX

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an Officer, Director, employee or agent of the Corporation or is or was acting at the request of the Corporation or a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

**X**

To the fullest extent permitted by the Arizona Revised Statutes at the time of the adoption of this Article, a Director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a Director. No repeal, amendment or modification of this Article, whether direct or indirect, shall operate or reduce its effect with respect to any act or omission of a Director of the Corporation occurring prior to such repeal, amendment or modification.

EXECUTED this 24<sup>th</sup> day of June, 2010, by all of the Incorporators:

  
RICHARD T. HOLMES

**ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT**

The undersigned hereby acknowledges and accepts the appointment as Statutory Agent of the above-named Corporation, effective this 24<sup>th</sup> day of June, 2010.

  
HARVEY JACKSON

AMERICAN COMMUNICATIONS CORPORATION  
COMMUNICATIONS DIVISION

Transit Address: 1200 West Washington  
Phoenix, Arizona 85007-0000

Transit Address: 600 West Chicago  
Chicago, Illinois 60606-1000

UNITED  
CERTIFICATE OF INCLOSURE  
A.S.A. 1000000

Post Office: 1000000

1. This certificate is valid only for the purpose of receiving mail at the address shown above. It is not valid for the purpose of receiving mail at any other address. It is not valid for the purpose of receiving mail at any other post office. It is not valid for the purpose of receiving mail at any other post office.

- 2. This certificate is not valid for the purpose of receiving mail at any other address.
- 3. This certificate is not valid for the purpose of receiving mail at any other post office.
- 4. This certificate is not valid for the purpose of receiving mail at any other post office.
- 5. This certificate is not valid for the purpose of receiving mail at any other post office.
- 6. This certificate is not valid for the purpose of receiving mail at any other post office.
- 7. This certificate is not valid for the purpose of receiving mail at any other post office.
- 8. This certificate is not valid for the purpose of receiving mail at any other post office.

To: Mr. J.

1. Mr. J. is the recipient of this certificate.

- 2. Mr. J. is the recipient of this certificate.
- 3. Mr. J. is the recipient of this certificate.
- 4. Mr. J. is the recipient of this certificate.
- 5. Mr. J. is the recipient of this certificate.

- 6. Mr. J. is the recipient of this certificate.
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- 8. Mr. J. is the recipient of this certificate.
- 9. Mr. J. is the recipient of this certificate.
- 10. Mr. J. is the recipient of this certificate.

11. This certificate is not valid for the purpose of receiving mail at any other address.

To: Mr. J.

12. This certificate is not valid for the purpose of receiving mail at any other address.

- 1. Mr. J. is the recipient of this certificate.
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- 5. Mr. J. is the recipient of this certificate.

- 6. Mr. J. is the recipient of this certificate.
- 7. Mr. J. is the recipient of this certificate.
- 8. Mr. J. is the recipient of this certificate.
- 9. Mr. J. is the recipient of this certificate.
- 10. Mr. J. is the recipient of this certificate.

13. This certificate is not valid for the purpose of receiving mail at any other address.

14. This certificate is not valid for the purpose of receiving mail at any other address.

15. This certificate is not valid for the purpose of receiving mail at any other address.

*[Signature]*  
Richard E. Malone

16. This certificate is not valid for the purpose of receiving mail at any other address.

DATE: 8/24/2010

17. This certificate is not valid for the purpose of receiving mail at any other address.

18. This certificate is not valid for the purpose of receiving mail at any other address.

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2222 N. Highway 90  
Business Name: Mustang Corners City/Zip: Huachuca City/85616  
Liquor License #: 10023172 Parcel #: 106-24-176A  
Ownership Type: Limited Liquor License  Special Event Liquor License   
Partner(s): Richard Thomas Holmes

## TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Cochise County Environmental Health has no issues or concerns with the proposed license application.

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Carl Hooper Title: Environmental Health Specialist  
Signature:  Date: 5/19/2017  
Contact phone: 520 432 9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 5/19/17

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

**For internal use only:**

- Restaurant/Hotel-Motel
- Club/Government
- Transfer of Premises

### APPLICANT INFORMATION

**Applicant Name:** Andrea Dahlman Lewkowicz      **Address:** 2222 N. Highway 90  
**Business Name:** Mustang Corners      **City/Zip:** Huachuca City/85616  
**Liquor License #:** 10023172      **Parcel #:** 106-24-176A  
**Ownership Type:** Limited      **Liquor License**       **Special Event Liquor License**   
**Partner(s):** Richard Thomas Holmes

### TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: The proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

### OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

**Proper Zoning?**      Y     N       **Zoning:**      GB – General Business  
**Use permitted by P&Z?**      Y     N       **Permit#:**      CP-985026  
**Date Permit Issued:**      4/23/98      **Use Permitted:**      Gas Station and Convenience Store  
**If use not permitted, is it LNC?**      Y     N       **Year LNC Established:**      N/A

- The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

**Name:** Dora V Flores      **Title:** Zoning Administrator  
**Signature:** Dora V Flores      **Date:** May 18, 2017  
**Contact phone:** 520-432-9300      **Email:** dflores@cochise.az.gov

*Return completed form with any attachments by:* 5/19/17

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2222 N. Highway 90  
Business Name: Mustang Corners City/Zip: Huachuca City/85615  
Liquor License #: 10029172 Parcel #: 106-24-176A  
Ownership Type: Limited Liquor License  Special Event Liquor License   
Partner(s): Richard Thomas Holmes

## TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: On 04/17/2017 at approximately 2150 hrs., a clerk at this location was cited for selling alcohol to a minor (ARS 4-244.9) and failure to check ID (ARS 4-241.A41). This information was outlined on a criminal report (narrative section attached).

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

Disapproval

No Recommendation

Name:

Sam Farris

Title: Operations Commander

Signature:

Date: 05/22/2017

Contact phone: 520-353-6073

Email: sfarris@cochise.az.gov

Return completed form with any attachments by:

5/19/17

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2222 N. Highway 90  
Business Name: Mustang Corners City/Zip: Huachuca City/85616  
Liquor License #: 10023172 Parcel #: 106-24-176A  
Ownership Type: Limited Liquor License  Special Event Liquor License   
Partner(s): Richard Thomas Holmes

## TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

Yes      xxx  No

If not, please attach pertinent documentation.

Comments:

This parcel is in back tax and has a lien on it, the full year taxes have not been paid for the 2016 tax year.

Name: Kathleen wilson Title: Tax specialist 1  
Signature: Kathleen wilson Date: 5/12/2017  
Contact phone: 520-432-8404 Email: kwilson@cochise.az.gov

Return completed form with any attachments by: 5/19/17



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

**AFFIDAVIT OF POSTING**

Date of Posting: 5/16/17 Date of Posting Removal: 6/6/17

Applicant's Name: Levkowitz Andrea Dahlman  
Last First Middle

Business Address: 2222 N. Highway 90 Huachuca City 85616  
Street City Zip

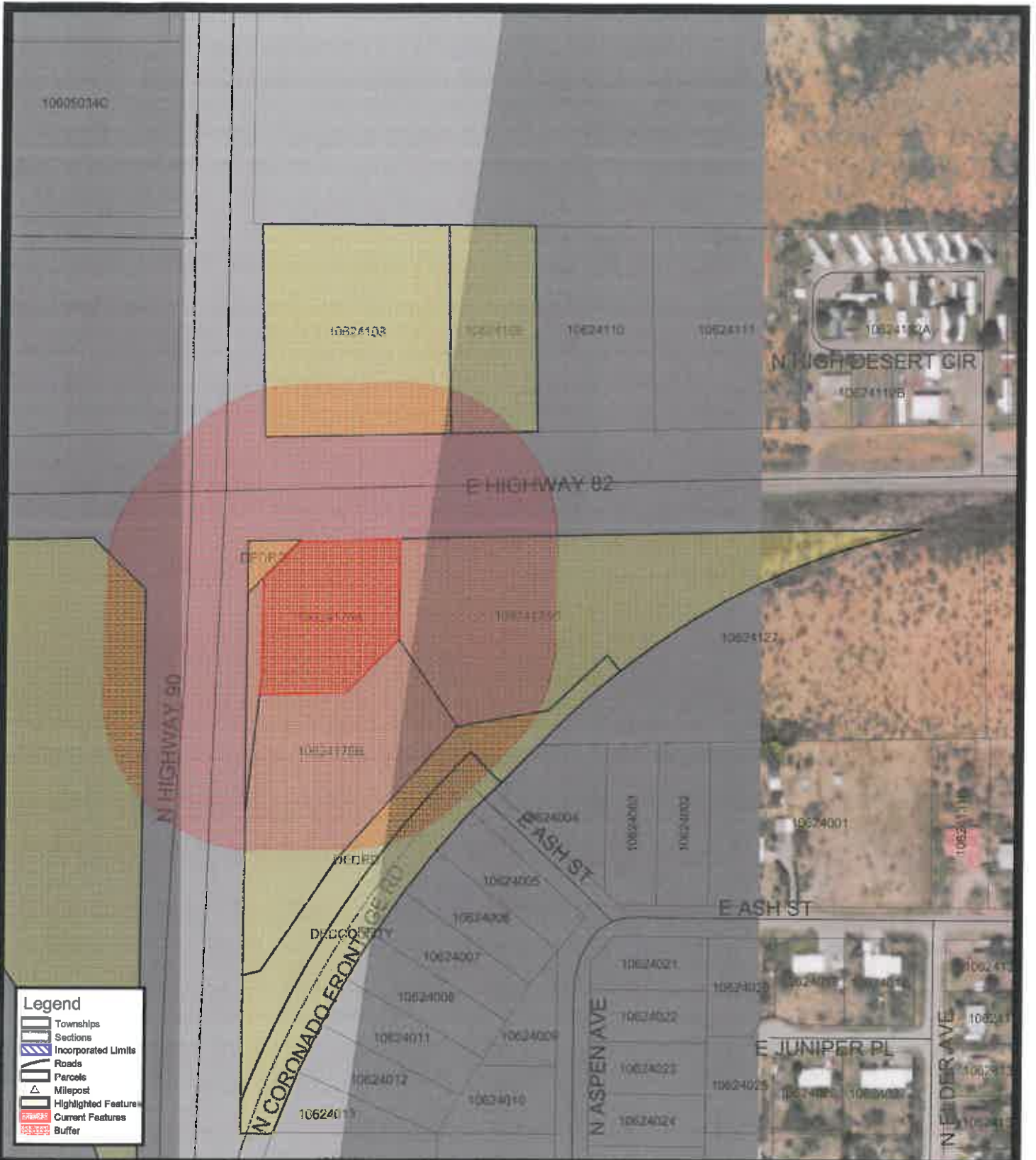
License #: 10023172

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS SAYLOR COCHISE COUNTY CODE ENFORCEMENT OFFICER 520 432 9300  
Print Name of City/County Official Title Phone Number

[Signature] 6-6-2017  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



**Legend**

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Highlighted Feature
- Current Features
- Buffer



**106-24-176A**  
**Liquor License Review**

This map is a product of the Cochise County GIS Information Technology Dept.

**Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

PSPRS/EORP Refund from Hall Case

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation **Recommendation:** Approve

**Document Signatures:** BOS Signature NOT # of ORIGINALS 0  
 Required Submitted for Signature:

**NAME of PRESENTER:** Lynette Nowlan **TITLE of PRESENTER:** Finance Director

**Mandated Function?:** Federal or State **Source of Mandate or Basis for Support?:**  
 Mandate

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve the issuance of refunds to the applicable Elected Official Retirement Plan (EORP) and Public Safety Personnel Retirement Plan (PSPRS) members who were identified by PSPRS to be impacted by the Hall decision in the amount of \$903,616.04 from the general fund for 91 individuals, the majority of which are still employed by Cochise County.

**Background:**

The State legislature passed a law increasing the rate to be paid by members of EORP and PSPRS retirement systems beginning July 1, 2011. The increase to the rate was 4%. Members, impacted by this change, sued PSPRS claiming that the increase was unconstitutional. The Hall case pertained to EORP and the Parker case pertains to PSPRS. Over the last several years, the law suit(s) was making its way through the courts to the Arizona Supreme Court. In November, 2016, the Arizona Supreme Court Ruled in the Hall case and directed employers to reduce the rate that members were paying back to the original rate. Employers also were been directed to refund back to the applicable members, the increased amount that was sent to PSPRS since July 11, 2011. While the Parker case has not been finalized through the Arizona Supreme Court, PSPRS has directed employers to apply the opinion of the Hall case to members impacted by the 4% increase in order to minimize any additional interest that employers may owe at the time that the Parker case is complete.

Finance took action to lower the rate for affected members still working for Cochise County with the pay period beginning April 9, 2017. The second step is to issue the refunds for the amount of wages that were sent to PSPRS but should not have been. Finance and HR have received the information for all but 4 members to complete the issuance of the refunds. However, at a later date, Finance will receive information to issue another round of refunds for the interest. It is expected that Finance will receive the information on interest for members impacted by the Hall case in August but no date has been provided for members impacted by the Parker case as that case is still at the Arizona Supreme Court. However, interest has been estimated to be as high as \$200,000.00.

**Department's Next Steps (if approved):**

Issue the refunds to the applicable members on Wednesday, June 28, 2017.

**Impact of NOT Approving/Alternatives:**

As the refunds are a result of an Arizona Supreme Court decision, the refunds will eventually need to be issued by the County and the delay in issuing the refunds will result in an increase to the amount of interest that the County will have to pay overall. Also the County has budget capacity to pay the refunds in FY17 where FY18 has less capacity.

**To BOS Staff: Document Disposition/Follow-Up:**

Notify Finance of approval of agenda item.

---

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Vehicle Donations from HGB Foundation

**Submitted By:** Tom Alinen, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Tom Alinen      **TITLE of PRESENTER:** Commander

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

**Information**

**Agenda Item Text:**

Accept a donation from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office for 4 Ford F150 Trucks and 2 Chevrolet Tahoes in the amount of \$348,802.91.

**Background:**

The Howard G. Buffett Foundation desires to donate four Ford F150 trucks and two Chevrolet Tahoe's to the Cochise County Sheriff's Office. The Ford F150 pickups will be provided with all equipment and road ready upon delivery to Cochise County. The Tahoe's will be a monetary donation to Cochise County to purchase the vehicles and equipment through standard procurement procedures. The value of the four Ford pickup trucks is \$266,978.91 with equipment. The value to the two Tahoes is \$81,824.00 with equipment. These will be replacement vehicles for CCSO allowing those vehicles that are replaced to be re-purposed through Cochise County Fleet Services. When these donation vehicles reach their life span, they will be replaced by vehicles based on the current standards by Fleet Services. By accepting these donations, it is a substantial savings to Fleet costs for the coming year.

**Department's Next Steps (if approved):**

Upon receipt of funding from the Howard G. Buffett Foundation, purchase the two Tahoe vehicles and equipment through standard procurement procedures. Upon arrival of the four Ford F150 vehicles, process all necessary paperwork to transfer ownership to Cochise County.

**Impact of NOT Approving/Alternatives:**

Not accepting these donations vehicles will be a loss in savings to the Cochise County budget.

**To BOS Staff: Document Disposition/Follow-Up:**

If these donation vehicles are approved, please contact Sheriff Dannels so his staff can coordinate with Fleet Services the purchase or acceptance of these vehicles.

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting**

**Action 14.  
County Treasurer**

**Meeting Date:** 06/27/2017

Loan to Douglas Unified School District

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation **Recommendation:** Approve

**Document Signatures:** BOS Signature NOT # of ORIGINALS 0  
Required Submitted for Signature:

**NAME of PRESENTER:** Cathy Traywick **TITLE of PRESENTER:** County Treasurer

**Mandated Function?:** Federal or State **Source of Mandate or Basis for Support?:**  
Mandate

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve a loan of \$33,278.93 to the Douglas Unified Schools #27 and authorize the Finance Director to make a payment on behalf of the Douglas Unified Schools #27 for Court Tax Judgment Case No. TX2015-000899 - Cochise Pacific Associates AZ, LP vs Cochise County, Superior Court of the State of Arizona in and for the County of Maricopa in the amount \$33,278.93.

**Background:**

Judgment states that the full cash value be changed from \$4,949,249 to \$975,000 for tax year 2016, total collected \$61,952.58. Pursuant to A.R.S. 42-161215, the Cochise County Treasurer has corrected the tax roll for tax year 2016. Calculation for 2016 taxes collected from Douglas Unified Schools District #27 calculated to June 29, 2017 in the amount of \$33,278.93. Douglas Unified School District #27 to reimburse Cochise County in school tax levy 2018.

**Department's Next Steps (if approved):**

Upon approval by the Board, Finance will pay Tax Judgment in the amount of \$33,278.93 and the Cochise County Treasurer shall collect school tax levy 2018 from Douglas Unified School District #27.

**Impact of NOT Approving/Alternatives:**

If not approved, interest of the payment to Pacific Associates will continue to increase at a rate of 10% year.

**To BOS Staff: Document Disposition/Follow-Up:**

Advise County Finance Office - upon Board's approval.

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:**  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

## Attachments

Background

---

DATE 6/14/17  
PRGM: TXROLLRG

COCHISE COUNTY  
Tax Roll Report for 410.24.047.018, Year 2016

Owner: COCHISE PACIFIC ASSOC AZ LP  
430 E STATE ST STE#100  
EAGLE ID 83616

Area : 2710 Primary Rate : 13.8995  
Roll#: 120057 Secondary Rate: 1.6890 =

Primary Tax	68,792.10	13552.02	
State Aid	.00		
Net Primary	68,792.10	13552.02	
Secondary Tax	7,073.96	1393.58	
Special Districts	1,285.32	253.20	
Irrigation/Reloc :	.00		
Total Tax Due	77,151.38	15198.80	< 61,952.58 >

Primary	Limited Value	Asmt%	Assessed Value	Exemption
Land, Building, etc	4,949,249	10.00	494,925	0
Personal Property	975000 0		97500 0	0
--Totals--	4,949,249		494,925	0
Secondary				
Land	75,000	10.00	7,500	0
Building, etc.	970000 4,874,249	10.00	90000 487,425	0
Personal Property	0		0	0
--Totals--	4,949,249		494,925	0
	975000		97500	

Payment History

10/24/2016	BONNEVILLE MORTGAGE					
	111 E BROADWAY STE 200					
	SALT LAKE CITY UT 84111					
Check	Tax	Interest	Penalty	Fee	Total Paid	
04996	38,575.69	.00	.00	.00	38,575.69	
2/23/2017	BONNEVILLE MORTGAGE					
	111 E BROADWAY STE 200					
	SALT LAKE CITY UT 84111					
Check	Tax	Interest	Penalty	Fee	Total Paid	
05392	38,575.69	.00	.00	.00	38,575.69	

Legal Description

GERONIMO TRAIL EST AMENDED LOTS 4A & 5A 8-04 LV VALUATION MAP  
BOOK

Tx 2015 000 899



**COCHISE COUNTY**  
**2016 PROPERTY TAX STATEMENT**  
**Catherine L. Traywick, Treasurer**  
**520-432-8400**

68904\*328\*\*50\*\*\*0.9455\*\*1/2\*\*\*\*\*AUTO\*\*MIXED AADC 990  
 COCHISE PACIFIC ASSOC AZ LP  
 430 E STATE ST STE 100  
 EAGLE ID 83616-5901

**Legal Description:** GERONIMO TRAIL EST AMENDED  
 LOTS 4A & 5A 8-04 LV VALUATION MAPBOOK

**Situs Address:**  
**Acreage:** .00

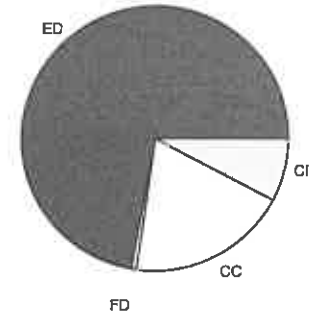


**Security code: D14Z81**

**Make your check payable to:** Catherine L. Traywick  
 Cochise County Treasurer  
 PO Box 1778  
 Bisbee, AZ 85603

ROLL #	PARCEL #	AREA CODE	TAX RATE PER \$100 ASSESSED VALUE				
120057	410-24-047A8	2710	13.8995 1.6890				
ASSESSMENT		VALUE IN DOLLARS	LEGAL CLASS ASSMT%	ASSESSED VALUE	EXEMPT AMOUNT	TAX RATE	NET ASSESSED
LIMITED PROPERTY VALUE		4,949,249	10.0%	494,925	0		494,925
LIMITED PERSONAL PROP VALUE							
LIMITED PROPERTY VALUE TOTAL		4,949,249	10.0%	494,925	0		494,925
2015 TAXES	2016 TAXES	TAXING AUTHORITY	PHONE #'S	% of TAX			
315.33	13,004.67	COCHISE COUNTY	520-432-9200	CC	16.86%		
60.64	2,479.57	STATE SCHOOL TAX EQUALIAZION	602-716-6843	ED	3.21%		
141.14	5,913.85	CITY OF DOUGLAS	520-417-7303	CI	7.67%		
981.34	41,693.46	DOUGLAS SD #27	520-364-2447	ED	54.04%		
261.07	11,313.98	COMMUNITY COLLEGE	520-515-3684	ED	14.66%		
11.96	494.92	FIRE DISTRICT ASSISTANCE FUND	520-432-8987	FD	0.64%		
17.42	718.15	COCHISE COUNTY LIBRARY DIST	520-432-8930	CC	0.93%		
31.16	1,285.32	COCHISE COUNTY FCD #80-49	520-432-9326	CC	1.67%		
6.00	247.46	COCHISE CNTY JOINT TECHNOLOGY DIST	520-642-3526	ED	0.32%		
<b>1,826.06</b>	<b>77,151.38</b>	<b>TOTALS</b>					

2016 TAX SUMMARY	
For the period of January 1 - December 31, 2016	
Total Tax	77,151.38
Special District	.00
LESS: State Aid	.00
<b>TOTAL DUE</b>	<b>77,151.38</b>



GRAPH INCLUDES COMBINED EDUCATION, FIRE DISTRICTS, COCHISE COUNTY AND OTHER DISTRICTS

**TAX STATEMENT INFORMATION**

If your total tax bill is \$100.00 or less, the full amount is due now and delinquent after November 1, 2016. Interest will be charged if not paid in full by December 31, 2016.  
 If your total tax bill is greater than \$100.00, you have the option to pay one-half taxes by November 1, 2016 and the second half by May 1, 2017. You may also pay the full year sum before January 3, 2017 and no interest will be charged on first half.  
 This is the only notice you will receive.  
 Payment of taxes should be made in US funds only. Enclose appropriate tax coupon with payment.  
 Checks do not pay taxes. Legal payment exists only when checks have cleared the bank.  
 Examine your tax notice carefully. The tax collector is not responsible for payments on the wrong property.  
 Payment receipts will only be mailed if requested by the payer.  
 Arizona property taxes are based on a calendar year January 1 - December 31.  
 The Cochise County Treasurer (520) 432-8400 trsweb@cochise.az.gov  
 For questions about HOW, WHEN or WHERE to pay your taxes by phone or email.  
 The Cochise County Assessor (520) 432-8650  
 For questions about ASSESSMENTS, PROPERTY VALUATION, EXEMPTIONS AND NAME AND ADDRESS CHANGES.  
 For other questions or to pay online go to: <http://cochise.az.gov>

current year and the limited value of the prior year whichever is greater, plus the value of any personal property secured to your parcel. If your property has changed as defined in A.R.S. 42-13302 Sec. A, since the previous year, your limited value may have increased more than the greater of 10% or 25% of the difference as explained above.  
**Secondary property tax calculation** - Secondary property taxes are ad valorem taxes levied to pay the following: (a) the redemption charges on any bonded indebtedness or other long-term obligation lawfully incurred by any taxing district, (b) additional amounts required pursuant to an election to exceed a budget, expenditure or tax limitation or a particular taxing district, (c) "limited purpose districts" such as fire, sanitary, flood control, road and improvement districts. The valuation used to calculate secondary ad valorem taxes is based on the current full cash value of your land and improvements as determined by the county assessor plus the current value of any personal property billed with your parcel.  
**Tax summary**  
**Primary ad valorem tax** - The gross taxes calculated on your limited value.  
**State aid to education** - Represents a reduction (tax credit) for homeowners (owner-occupied) in the primary property taxes levied by the school districts in your area. This amount will be reimbursed to the school districts by the state of Arizona.  
**Net primary ad valorem tax** - Net amount of primary ad valorem taxes due after deduction for state aid to education.  
**Secondary ad valorem tax** - Amount of taxes due from (2) "secondary property tax calculation".  
**Special district tax** - Any non-ad valorem taxes that apply to your property such as a per acre assessment by an irrigation district servicing your area.  
**Tax comparison** - A breakdown of how your net tax dollars are distributed to the taxing jurisdictions in your tax area for both current and previous tax years.

**TAX NOTICE EXPLANATION**

**Primary property tax calculation** - Primary property taxes are those ad valorem taxes levied for the maintenance and operation of counties, cities, towns, school districts, and community college districts. The valuation used to calculate primary ad valorem taxes is referred to as "Limited" value. This value cannot exceed the full cash value. It is based on the previous year's limited value increased by either 10% or 25% of the difference between the full cash value of the



COCHISE PACIFIC ASSOCIATES II

TX2015000899

410 24 047 A 8

ROLL # 120057

TAX AREA CODE

2710

TAX YEAR 2016

	LIMITED TAX	RATE	INTEREST
<b>GENERAL FUND</b>	\$3,541.92	0.189044	\$669.58
2 01 00 001			
<b>ST SCH EQUAL</b>	\$3,541.92	0.036044	\$127.66
0 02 01 801			
<b>COCHISE COLLEGE</b>	\$3,541.92	0.164466	\$582.53
5 01 01 001			
<b>CITY OF DOUGLAS</b>	\$3,541.92	0.085967	\$304.49
3 02 03 001			
<b>UNIFIED M &amp; O</b>	\$3,541.91	0.524479	\$1,857.66
4 02 27 001			

**\$3,541.91**

FULL CASH TX

<b>FIRE DIST ASST</b>	\$432.40	0.069965	\$30.25
0 02 01 800			
<b>COUNTY LIBRARY</b>	\$432.40	0.101518	\$43.90
6 04 001 001			
<b>UNIFIED JT TECH</b>	\$432.40	0.034982	\$15.13
4 08 01 001			
<b>UNIFIED DEBT SVC 3</b>	\$432.40	0.793535	\$343.12
4 02 27 705			

\$0.00

**\$432.40**

Flood control \$432.40 0.2597 **\$253.20**

TC **\$4,227.51**

**TOTAL**

**\$15,198.80**



Tx 2015 000 899  
Cochise Pacific  
Associates AZ LP

Parcel  
410 24 047 A 8  
tax area code 2710

	ORIGINAL TAX	NEW TAX	DIFFERENCE
Cochise County	\$ 13,004.67	\$ 2,561.91	\$ (10,442.74)
Equalization	\$ 2,479.57	\$ 488.48	\$ (1,991.10)
City of Douglas	\$ 5,913.85	\$ 1,165.03	\$ (4,748.82)
Douglas School Dist #27	\$ 41,693.46	\$ 8,414.53	\$ (33,278.93)
Cochise College	\$ 11,313.98	\$ 2,228.85	\$ (9,085.13)
Fire Dist Asst	\$ 494.92	\$ 97.50	\$ (379.70)
County Library	\$ 718.15	\$ 141.47	\$ (550.97)
Joint Tech Dist	\$ 247.46	\$ 47.76	\$ (189.85)
	\$ 75,866.06	\$ 15,145.53	\$ (60,667.24)
Flood Control	\$ 1,285.32	\$ 253.20	\$ (1,032.12)

Granted as Submitted

\*\*\*See eSignature page\*\*\*

Michael K Jeanes, Clerk of Court

\*\*\* Electronically Filed \*\*\*

T. Cooley, Deputy

6/13/2017 8:00:00 AM

Filing ID 8409805

*Rec'd by R Reynolds via email 6/13/17 9:46am*

1 Douglas S. John (#021150)  
 2 Shaun T. Kuter (#028278)  
 3 **BUCHALTER,**  
 4 **A PROFESSIONAL CORPORATION**  
 5 16435 North Scottsdale Road, Suite 440  
 6 Scottsdale, Arizona 85254-1754  
 7 Telephone: (480) 383-1800  
 8 Facsimile: (480) 824-9400  
 9 Email: djohn@buchalter.com

*Orig - CAO*  
*email - CAO*  
*Assistant*  
*Treasurer*

2017 JUN 13 AM 9:46

RECEIVED  
COCHISE COUNTY  
BOARD OF SUPERVISORS

7 Attorneys for Plaintiff

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

13 COCHISE PACIFIC ASSOCIATES AZ, LP, an  
Arizona limited partnership,

Case No. TX2015-000899

14 Plaintiff,

**STIPULATED JUDGMENT**

15 vs.

(Assigned to The Honorable Christopher  
T. Whitten)

16 COCHISE COUNTY, a political subdivision  
17 of the State of Arizona,

18 Defendant.

20 The parties have settled this appeal and stipulated to entry of Judgment as set  
21 forth herein. Accordingly,

22 **IT IS ORDERED, ADJUDGED AND AGREED,**

23 1. That the property that is the subject of this action is that property identified  
24 by Cochise County parcel number 410-24-047A (the "Subject Property").

25 2. That the full cash value of the Subject Property shall be changed from  
26 \$4,949,249 to \$975,000 for tax year 2016.

- 1           3.    That the classification of the Subject Property shall not be changed for tax  
2 year 2016.
- 3           4.    That the 2016 tax year's limited property value shall be derived in  
4 accordance with the provisions of A.R.S. § 42-13301 to § 42-13304, as applicable.
- 5           5.    That, pursuant to A.R.S. § 42-161215, Defendant shall correct the property  
6 tax roll for tax year 2016 for the Subject Property to reflect the terms of this Judgment.  
7 Plaintiff is responsible for timely payment of taxes for the subject tax year.
- 8           6.    That the 2016 real property taxes shall be determined based upon the limited  
9 property value stated above, unless A.R.S. § 42-13304(2) applies.
- 10          7.    That, pursuant to the provision of A.R.S. § 42-16002(B), the Subject  
11 Property's reduced full cash value for tax year 2016, as determined by this Judgment,  
12 shall be its full cash value for the 2017 tax year.
- 13          8.    That, as a result of the reduction in full cash and limited property values of  
14 the Subject Property, for the 2016 tax year, Defendant Cochise County shall pay to  
15 Plaintiff's attorney's trust account for the 2016 tax refund, if any, an amount equal to any  
16 such excess taxes levied, assessed, and paid on the Subject Property, plus interest at the  
17 legal rate pursuant to A.R.S. § 42-16214(A)(3), payable from the date(s) of overpayment  
18 until the Judgment is paid in full.
- 19          9.    That the above amounts shall be calculated by the Cochise County Treasurer  
20 and shall be paid by the Cochise County.
- 21          10.   That the parties shall each bear their own costs, expert witnesses expenses,  
22 and attorneys' fees.
- 23          11.   That the valuation above is the product of settlement and shall not be used  
24 for any other purpose except as determination of value for the tax year indicated above.
- 25          12.   That no further matters remain pending. This Judgment is entered pursuant  
26 to Rule 54(c), Arizona Rules of Civil Procedure.

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DONE IN OPEN COURT on \_\_\_\_\_ .2017.

\_\_\_\_\_  
Honorable Christopher T. Whitten  
Judge of the Arizona Tax Court

**APPROVED AS TO FORM  
AND SUBSTANCE:**

**BRIAN M. McINTYRE  
COCHISE COUNTY ATTORNEY**

Elda E. Orduño w/permission  
Elda E. Orduño  
Deputy County Attorney  
Attorneys for Defendant Cochise County

**BUCHALTER,  
A PROFESSIONAL CORPORATION**

/s/ Douglas S. John  
Douglas S. John  
Attorneys for Plaintiff

ORIGINAL of the foregoing E-LODGED  
with the Clerk of the Maricopa County Superior Court  
AND  
COPY mailed on this 8<sup>th</sup> day of June, 2017.

Elda E. Orduño  
Civil Deputy County Attorney  
Cochise County Attorney's Office  
P.O. Drawer CA  
Bisbee, AZ 85603  
Attorneys for Defendant

/s/ Diana L. Romine

# eSignature Page 1 of 1

Filing ID: 8409805 Case Number: TX2015-000899  
Original Filing ID: 8400831

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Granted as Submitted



*/S/ Christopher Whitten* Date: 6/12/2017  
Judicial Officer of Superior Court

**ENDORSEMENT PAGE**

**CASE NUMBER: TX2015-000899**

**SIGNATURE DATE: 6/12/2017**

**E-FILING ID #: 8409805**

**FILED DATE: 6/13/2017 8:00:00 AM**

**DOUGLAS S JOHN**

**ELDA E ORDUNO**

**ARIZONA DEPARTMENT OF REVENUE  
NO ADDRESS ON RECORD**

**COCHISE COUNTY BOARD OF SUPERVISORS**

**COCHISE COUNTY TREASURER'S OFFICE**

**Action 15.  
Solid Waste**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/27/2017

Renewal of Solid Waste System Intergovernmental Agreement (IGA)

**Submitted By:** Marty Haverty, Solid Waste

**Department:** Solid Waste

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 1

**NAME of PRESENTER:** Marty Haverty      **TITLE of PRESENTER:** Director, Solid Waste Department

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) between the Cochise County Solid Waste Department and the cities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone and Willcox for Solid Waste Services effective July 1, 2017 through June 30, 2022, with the possibility of an extension through June 30, 2027.

**Background:**

The current IGA for Solid Waste Services expires June 30, 2017. The expiring IGA was originally signed 10 years ago on July 1, 2007. The Rate Review Advisory Board members unanimously voted to make the current renewal period a 5 year commitment with an automatic 5 year renewal. This renewal formalizes the relationship between the cities.

**Department's Next Steps (if approved):**

Send fully executed and recorded original to cities.

**Impact of NOT Approving/Alternatives:**

Current agreement will expire, with expiration the major issue being the member cities commitment to dispose of all their communities' solid waste within the County System, thereby not allowing the County to cover disposal costs.

**To BOS Staff: Document Disposition/Follow-Up:**

Send to Recorder for Recordation, mail one fully executed original to each city; email Marty Haverty a copy of a fully executed original; scan and file the 2nd fully executed original.

---

**Attachments**

IGA Document  
Signature Pages

---

**INTERGOVERNMENTAL AGREEMENT  
FOR SOLID WASTE DISPOSAL SERVICES**

This AGREEMENT is made and entered into on the date herein below written, by and between Cochise County, a political subdivision (hereinafter called "COUNTY"), and the Cities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone, and Willcox, each a municipal corporation within Cochise county (hereinafter called "CITIES"), for the purpose of exercising their respective joint powers as allowed by A.R.S. §11-951 and done to renew and supersede the agreement reached on May 4, 1992 regarding a regional municipal Solid Waste Disposal System for the use and benefit of their citizens in accordance with state and federal laws.

WHEREAS, the COUNTY and the CITIES are both required by A.R.S. §49-741 to provide or contract for public facilities at such intervals and as conveniently as the governing body deems necessary for the safe and sanitary disposal of solid waste generated within its jurisdiction; and

WHEREAS, the Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality (ADEQ) have both adopted landfill regulations designed to protect the environment and quality of groundwater from past solid waste disposal practices and from future solid waste disposal activities; and

WHEREAS, the CITIES and the COUNTY strongly support the purpose and intent of these regulations and desire to work together to assure that the environment is protected to the maximum extent feasible from past landfill practices to assure that our environment, and particularly the quality of our groundwater, is protected from future solid waste disposal activities; and

WHEREAS, the COUNTY and the CITIES believe that managing solid waste on a regional basis is the best way to successfully achieve their mutual goals and in the best interest of the citizens they each represent; and

WHEREAS, the COUNTY and the CITIES desire to solidify their mutual support to enjoy the economies of scale associated with regionalization and cooperative intergovernmental actions, and to implement the Cochise County Solid Waste Disposal

system through a standard Agreement offered to each CITY within the COUNTY that desires to participate; and

WHEREAS, it is the expressed intent of all CITIES and of the COUNTY to develop a system whereby no party benefits inequitably at the expense of another and all system costs are fairly apportioned to limit the financial burden on each participant,

NOW, THEREFORE, for and in consideration of the mutual covenants and assurances contained herein, the CITIES and the COUNTY agree as follows:

## **TERMS AND CONDITIONS**

### **I. COCHISE COUNTY SOLID WASTE DISPOSAL SYSTEM.**

1. The COUNTY has designated the Cochise County Solid Waste Department as the Department responsible for the operation and management of the Cochise County Solid Waste Disposal System, as described in this Agreement (hereinafter "THE SYSTEM"). This Department, or its successor, shall remain responsible for carrying out the operation and management functions required of the COUNTY by this Agreement.

2. The COUNTY shall establish an enterprise fund for the revenues of THE SYSTEM and for payment of the operation and maintenance costs.

3. THE SYSTEM shall be responsible for the development, operation, and maintenance of its landfill, either through COUNTY staff, or through the use of appropriate contracts with third parties.

4. THE COUNTY shall determine which solid waste reusable or recyclable material will be accepted. If the COUNTY'S costs exceed its revenue for recyclables, it will recoup its loss from the responsible city.

### **II. TRANSFER STATIONS**

1. The COUNTY shall establish and maintain urban transfer stations for the collection and sorting of solid waste in or near Benson, Bisbee, Douglas, Sierra Vista, and Willcox, the cities which are participating parties to this or substantially similar Agreements. These transfer stations shall be available to the CITIES, its residents, and residents of the unincorporated areas of the COUNTY for depositing approved solid waste.

2. Each CITY shall provide a suitable site for the location of this transfer station, approximately five (5) acres in size, and subject to the approval of the COUNTY'S

designated agent, at no cost to the COUNTY.

3. Each CITY provided-site shall have adequate utility services, including water, electric and sewer, to the site boundary, provided by that CITY. The site shall be accessible by a suitable, all-weather roadway. Monthly utility charges from the operation of the transfer station shall be an operation expense of THE SYSTEM.

4. The Urban Transfer Stations shall be operated in a manner to accommodate the CITIES' needs for solid waste disposal. These Transfer Stations shall not be open on County holidays or for time periods beyond the regularly scheduled hours, unless the COUNTY and the CITIES have reached a mutually-acceptable agreement for this extra service. The CITIES shall be responsible for the payment of costs associated with providing any agreed-upon extra services at the Transfer Stations, including overtime and the proportional landfill operational costs that may be incurred.

The schedule for each site shall be determined by the COUNTY in conjunction with the nearest participating CITY. Changes in the hours of operations proposed by either party shall be approved by the Rate Review and Advisory Board. The Rate Review and Advisory Board shall establish guidelines for the operation of the respective transfer stations, based upon the reasonable levels of service to be provided to the users, and shall recommend such modifications in the operation, design, and equipment for these sites as may be appropriate. Subject to the availability of SYSTEM financial resources, the COUNTY will implement the recommended changes at the respective transfer stations.

5. The Urban Transfer Stations shall include such facilities for recycling, both by the Cities and by individual users, as can be reasonably provided.

6. To the extent permitted by law, the CITIES shall waive or compromise any fees, taxes, or other payments of any kind that may be imposed on the COUNTY in connection with the operation, including remodeling, of the Transfer Stations, in consideration for the services provided pursuant to this Agreement.

7. THE SYSTEM shall be responsible for the operation and maintenance of the Transfer stations, either through COUNTY staff or through the use of appropriate contracts with third parties.

### **III. TRANSPORTATION SYSTEM**

1. The COUNTY shall provide or contract for such transportation services as may be necessary to transfer solid waste from the Transfer Stations to the appropriate landfill facility.

2. THE SYSTEM shall be responsible for the operation and maintenance of this transportation system, either through COUNTY staff or through the use of appropriate contracts with third parties.

#### **IV. COMMITMENT OF SOLID WASTE**

1. The CITIES agrees that all solid waste subject to their jurisdiction and control is committed to THE SYSTEM for the term of this Agreement.

2. A City shall not divert solid waste from a Transfer Station unless exceptional circumstances exist and the City has obtained advance approval from the COUNTY. If the COUNTY authorizes a City to divert solid waste from a Transfer Station and take it directly to the Regional Landfill, the COUNTY shall charge what it deems an appropriate direct-haul rate based on the actual costs and the impact to the SYSTEM.

#### **V. RATE REVIEW AND ADVISORY BOARD**

1. The CITIES and the COUNTY shall designate one representative to form a committee designated as the RATE REVIEW AND ADVISORY BOARD (“RRAB”). Each member of this RRAB shall have an equal vote on the decisions and recommendations of the Board.

2. The primary task of the Board shall be to review the data, records, and transactions of the Cochise County Solid Waste Disposal system and to recommend appropriate User Fees as necessary to maintain solvency of THE SYSTEM, including recouping the costs associated with the operation and maintenance of THE SYSTEM. The User Fees shall be computed on a cost-equalization basis.

3. The RRAB shall make its fee recommendations to the Board of Supervisors by no later than February 28 of each year.

4. The Board of Supervisors shall consider the recommended fee rate and the cost components designated by this Agreement in determining the appropriate fee. On or before its first meeting in April of each year, the Board of Supervisors shall either adopt the fee rate as recommended by the RATE REVIEW AND ADVISORY BOARD, or establish another rate that ensures the solvency of the system.

5. The paramount goal of the RRAB is to maintain the solvency of THE SYSTEM. In considering what rate to recommend, the RRAB shall also consider the manner in which THE SYSTEM is being operated, the reasonably available alternatives for recycling, and the possible means of improving THE SYSTEM operations, and shall make recommendations to the Board of Supervisors for operational changes, as may be

appropriate in order to maintain the solvency of THE SYSTEM. The Board of Supervisors shall consider such recommendations in its consideration of the appropriate tipping fee.

6. The COUNTY is not obligated to assume additional financial obligations as a result of this Agreement or to compensate for shortfalls to THE SYSTEM due to any approved rate. However, reasonable adaptations which are consistent with this Agreement and which can be funded from SYSTEM revenues while maintaining system solvency should be implemented.

## **VI. TERMS AND TERMINATION**

1. **This Agreement shall remain in effect for a period of five (5) years from the effective date, and after which shall automatically renew for five years, for a maximum total of ten (10) years.** After the first five years, and unless a member provides written notice to the other parties at least one hundred eighty (180) days prior to the renewal date that it is not renewing for the subsequent five years, this IGA shall automatically renew respective to each party for five (5) years. Even if one party does not renew, this agreement shall automatically renew for all other parties who do not opt out of the automatic renewal.

2. The real property currently in use for benefit of THE SYSTEM shall remain dedicated to the purposes for which it is designated upon the effective date of this Agreement.

3. The CITIES shall continue to remain responsible for all required post-closure monitoring, maintenance, and legal compliance for the CITIES' previously-closed municipal landfill sites within each CITY'S jurisdiction that are not controlled by THE COUNTY.

4. Should this agreement be terminated for whatever reason, including by a party's substantial diversion of the dedicated waste stream, prior to the end of its designated term, the breaching party and the COUNTY shall negotiate an equitable adjustment in connection with this termination. This adjustment shall be based upon, but not limited to, the remaining financial obligations, including any damages or penalties arising from any breaches of contract that may result from any such termination, incurred in reliance on this Agreement.

5. In the event that the parties fail to reach a negotiated settlement on any matter within three (3) months of the termination of this Agreement, the amount and form of such adjustment shall be subject to arbitration.

6. From time to time it may be necessary or desirable for the SYSTEM, or the County on behalf of the SYSTEM, to make investments, incur debts or assume obligations, financial or otherwise, that extend beyond the term of this Agreement. In addition, it may be necessary or desirable to make investments and assume obligations based upon waste streams of the parties that will extend beyond the term of this Agreement. If a party who has previously approved and accepted the benefits of any such investments, debts, or obligations that may extend beyond the term of this Agreement elects not to renew this Agreement, it is appropriate that such party compensate the SYSTEM in an equitable amount in order to avoid an undue financial burden to other parties. In determining this equitable amount, the parties shall take into account (i) the expected life of the investment or obligation and the percentage of such life that remains after termination; (ii) in case of a debt or other financial obligation, the remaining number of years of the debt or financial obligation; (iii) in case of an investment that is based upon waste stream, the party's proportionate share of the waste stream; (iv) in all cases, the degree to which the investment, debt, or financial obligation was made or incurred for the direct benefit of the party that fails to renew the Agreement; (v) such other factors as may be necessary to assure an equitable compensation for the System and other parties. Said compensation shall be payable in full to the SYSTEM no later than thirty (30) days after the nonrenewing party ceases participation in this Agreement.

7. The CITIES shall be billed by the COUNTY on a monthly basis, and payments shall be made within thirty (30) days of receipt of an appropriate bill and itemization of use.

## **VII. ADDITIONAL TERMS**

1. INDEMNIFICATION. To the extent allowed by law, the parties shall each indemnify, defend, and hold harmless the others, including each's officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") 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 (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Indemnitor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of a party 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(s) shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of an Indemnitee, be indemnified by the other parties from and against any and all claims. It is agreed that each party will be responsible for primary loss investigation, defense and judgment costs in its own claims and where this

indemnification is applicable. Each party agrees to waive all rights of subrogation against the other parties, including their officers, officials, agents, and employees for losses arising from any aspect of this agreement.

2. **ARBITRATION.** If any two or more parties are unable to mutually resolve disputes arising under this contract, all disputes arising under or relating to this Contract shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing.

If the Contractor and Cochise County can mutually agree upon an Arbitrator, that Arbitrator shall be selected. If not, the Contractor and Cochise County shall each select an Arbitrator and those two Arbitrators shall select a third Arbitrator (or the Contractor and Cochise County shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration.

3. **NON-DISCRIMINATION.** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

4. **CONFLICT OF INTEREST.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

5. **NO BOYCOTT OF ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

6. **COMPLIANCE WITH IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

7. INSPECTION AND AUDIT. The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

8. PUBLIC RECORDS LAW. Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

9. JURISDICTION AND APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

### **INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL SERVICES

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2017

BRIAN M. McINTYRE  
Cochise County Attorney

By: \_\_\_\_\_  
Lauri J. Owen,  
Civil Deputy County Attorney

IN WITNESS WHEREOF the parties have duly executed this Agreement.

**COCHISE COUNTY**

**ATTEST:**

By: \_\_\_\_\_  
Ann English, Chair  
Board of Supervisors

\_\_\_\_\_  
Arlethe Rios,  
Clerk of the Board

DATED: \_\_\_\_\_

**CITY OF BENSON**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF BISBEE**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF DOUGLAS**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF SIERRA VISTA**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF TOMBSTONE**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF WILLCOX**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

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APPROVED AS TO FORM this \_\_\_\_ day of \_\_\_\_\_, 2017

**BRIAN M. McINTYRE**  
Cochise County Attorney

By: \_\_\_\_\_  
Lauri J. Owen,  
Civil Deputy County Attorney

IN WITNESS WHEREOF the parties have duly executed this Agreement.

**COCHISE COUNTY**

**ATTEST:**

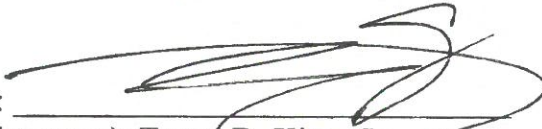
By: \_\_\_\_\_  
Ann English, Chair  
Board of Supervisors

\_\_\_\_\_  
Arlethe Rios,  
Clerk of the Board

DATED: \_\_\_\_\_

**CITY OF BENSON**

**ATTEST:**

By:   
(print name): Toney D. King, Sr.  
(print title): Mayor  
DATED: 4-10-17

  
\_\_\_\_\_  
Vicki L. Vivian, CMC, City Clerk

**CITY OF BISBEE**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF DOUGLAS**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

IN WITNESS WHEREOF the parties have duly executed this Agreement.

**COCHISE COUNTY**

**ATTEST:**

By: \_\_\_\_\_  
Ann English, Chair  
Board of Supervisors

\_\_\_\_\_  
Arlethe Rios,  
Clerk of the Board

DATED: \_\_\_\_\_

**CITY OF BENSON**

**ATTEST:**


By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

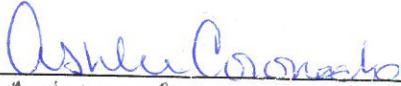
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF BISBEE**

**ATTEST:**

By:   
(print name): David M. Smith  
(print title): Mayor

  
Ashlee Coronado, City Clerk

DATED: April 18, 2017

**CITY OF DOUGLAS**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

IN WITNESS WHEREOF the parties have duly executed this Agreement.

**COCHISE COUNTY**

**ATTEST:**

By: \_\_\_\_\_  
Ann English, Chair  
Board of Supervisors

\_\_\_\_\_  
Arlethe Rios,  
Clerk of the Board

DATED: \_\_\_\_\_

**CITY OF BENSON**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF BISBEE**

**ATTEST:**

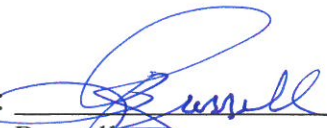
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(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

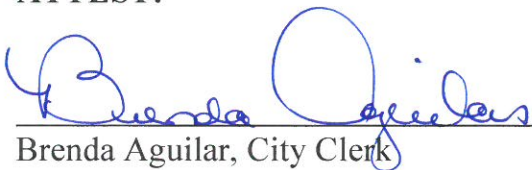
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF DOUGLAS**

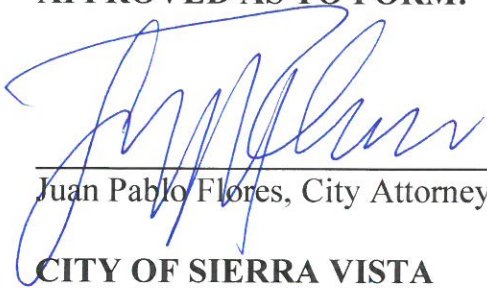
**ATTEST:**

By:  \_\_\_\_\_  
Jim Russell  
City Manager

 \_\_\_\_\_  
Brenda Aguilar, City Clerk

DATED: 4-13-17

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan Pablo Flores, City Attorney  
**CITY OF SIERRA VISTA**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF TOMBSTONE**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF WILLCOX**

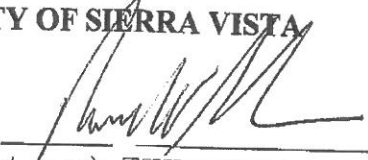
**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk


DATED: \_\_\_\_\_

**CITY OF SIERRA VISTA**

By:   
(print name): FREDERICK W MUELLER  
(print title): MAYOR

DATED: 8 June 2017

**ATTEST:**

  
JILL ADAMS, City Clerk

**CITY OF TOMBSTONE**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

DATED: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF WILLCOX**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

DATED: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

CITY OF SIERRA VISTA

ATTEST:

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

CITY OF TOMBSTONE

ATTEST:

By: Dustin Escapule  
(print name): Dustin Escapule  
(print title): Mayor

Brenda A. Ikirt  
Brenda Ikirt, City Clerk

DATED: April 12, 2017

CITY OF WILLCOX

ATTEST:

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF SIERRA VISTA**

**ATTEST:**

By: \_\_\_\_\_  
(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF TOMBSTONE**

**ATTEST:**

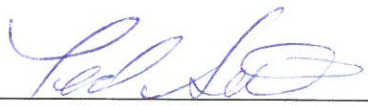
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(print name): \_\_\_\_\_  
(print title): \_\_\_\_\_

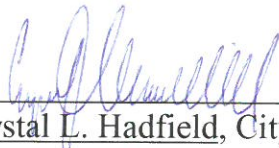
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

DATED: \_\_\_\_\_

**CITY OF WILLCOX**

**ATTEST:**

By:   
(print name): Ted Soltis  
(print title): City Manager

  
Crystal L. Hadfield, City Clerk

DATED: April 6, 2017