



Cochise County Board of Supervisors

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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, July 25, 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.

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 Minutes of the regular meeting of the Board of Supervisors of July 11, 2017.

County Assessor

2. Accept the Assessor's recommendation to approve the attached list of 79 property tax exemption applications which qualify for the exemption but were filed with the Assessor after the statutory filing deadline of March 1, 2017.

Facilities

3. Approve Arizona Department of Corrections (ADC) Agreement No. 090098DC, Amendment 9 as the Water Rate Agreement to extend until December 31, 2017.

Finance

4. Approve demands and budget amendments for operating transfers.

Public Defender

5. Approve state funding agreement for public defender training funds per ARS 12-117 in the amount of \$3,500 for the Public Defender for July 1, 2017 through June 30, 2018.

Workforce Development

6. Approve a Memorandum of Understanding (MOU), amendment 1 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 May 31, 2017.
7. Approve Amendment #7 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2019 in the amount of \$1,870,141.

PUBLIC HEARINGS

Board of Supervisors

8. Approve an interim permit/new liquor license application submitted by Ms. Ayana Danielle Malarchik, for The Outside Inn, located at 4907 South Highway 92, Sierra Vista, AZ 85635.

ACTION

Board of Supervisors

9. Approve the Intergovernmental Agreement (IGA) between Cochise County, and the cities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone and Willcox to update the responsibilities of the Cochise County Tourism Steering Committee in the amount of \$34,165 for the period of July 1, 2017 through June 30, 2020.
10. Adopt Resolution 17-12 to approve the Intergovernmental Agreement between Cochise County ("County") and the City of Sierra Vista ("City") for Regional 911 Communications and establishment of the Southeastern Arizona Communications Center (SEACOM).

11. Approve the issue of the Elected Official Retirement Pension (EORP) excess contributions to the Superior Court judges in the amount of \$134,667.75 and the issue of the pre-judgment interest refunds to the applicable EORP members in the amount of \$57,623.53 and post-judgment interest of \$311.40.
12. Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.

County Schools

13. [ITEM TABLED FROM JULY 11, 2017 MEETING]: Adopt Resolution 17-09 declaring Apache Elementary School District #42 lapsed, attaching the territory to Douglas Unified School District #27, disposing of district property and providing for payment of debts.

Health & Social Services

14. Approve the Arizona Department of Health Services IGA #ADHS17-133164 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$237,293 effective July 1, 2017 and ending June 30, 2018.

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.

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: 07/25/2017

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 July 11, 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, July 11, 2017**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, July 11, 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.

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PLEDGE OF ALLEGIANCE

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CALL TO THE PUBLIC

Chairman English opened the call to the public.

No one chose to speak and Chairman English closed the 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.

PRESENTATION

Presentation of Proclamation to Mr. Dean Coates, Child Support Operations Supervisor, Department of Economic Security, Division of Child Support Services (DCSS) declaring August 2017 to be Child Support Awareness month.

Chairman English noted that Mr. Coates was not available, but staff would ensure he received the signed proclamation on behalf of Cochise County.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of June 27, 2017.

2. Approve a Proclamation declaring August 2017 to be Child Support Awareness Month.

County Attorney

3. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-17-2726 in the amount of \$155,868 between the City of Tucson and Cochise County for the period July 1, 2017 through June 30, 2018.

County Sheriff

4. Accept a donation in the amount of \$1,100 from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office for training equipment to be used in the Career Technology Education Student Enhancement Program.

Finance

5. Approve demands and budget amendments for operating transfers. Warrants Nos. 18782-18883, 18895-19102, were issued in the amount of \$1,075,908.98.

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

Fleet Services Management

6. Approve the award of Invitation for Bids (IFB) No. 17-35-FSD-02 for Bulk Fuel Delivery (Diesel & Unleaded) to Senergy Petroleum in the estimated amount of \$1,608,250 for the period of July 11, 2017 through June 30, 2018 for the Fleet Services Management Department for a one year period with a four year automatic renewal option.

Juvenile Probation

7. Adopt Resolution 17-10 for Family Counseling Funding as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), Juvenile Justice Services Division (JJSD) in the amount of \$16,118 and the required \$3,098 matching funds as budgeted in the general fund budget submitted by Juvenile Court Services.

Procurement

8. Approve the award of Request for Proposal (RFP) No. 13-30-BOS-03 Workforce Development One Stop Operator to the local board for Arizona@Work Southeastern Arizona.

Chairman English noted that staff was trying to consistently place items over \$50,000 on the action agenda to increase the transparency of what the County is doing.

Vice-Chairman Call moved to approve items 1-8 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

ACTION

Board of Supervisors

9. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2017-18 Fiscal Year and approve continuing annual memberships for 2017-18, with payment of associated dues as described herein.

Ms. Rios made note of three changes: Mr. Jim Vlahovich had been removed as a member of the Arizona City/County Management Association (ACMA); A fee of \$50 had been added under the County Managers Association to include the membership fee for the National Association of County Administrators; and the Southeast Arizona Government Organization (SEAGO) membership had increased by \$550.

The Board had no other changes.

Supervisor Judd moved to renew committee appointments for members of the Board of Supervisors and executive staff for the 2017-18 Fiscal Year and approve continuing annual memberships for 2017-18, with payment of associated dues as described herein. Vice-Chairman Call seconded the motion.

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

County Schools

10. Adopt Resolution 17-09 declaring Apache Elementary School District #42 lapsed, attaching the territory to Douglas Unified School District #27, disposing of district property and providing for payment of debts.

Ms. Jaqui Clay, County Superintendent, respectfully requested to table the item for two weeks, in order to resolve any lingering concerns with the citizens of the district. She said if anything could be done to keep the district open, she wanted to look at those options.

Vice-Chairman Call moved to table this item until the July 25 meeting. Supervisor Judd seconded the motion.

Chairman English asked Mr. Hanson if it would be appropriate to allow the public to speak on the issue since they had traveled such a long way.

Mr. Hanson said that it would be appropriate and courteous.

Ms. Susan Culp, citizen of the Apache School District, addressed the Board on her concern regarding lapsing the school district. She said keeping the school open was good for the community.

Ms. Alicia Davidson, citizen of the Apache School District, addressed the Board and said she had no further remarks for today and looked forward to the meeting in two weeks.

Mr. William A. Grossman, citizen of the Apache School District, addressed the Board and said he was in favor of keeping the school open.

The following citizens of the Apache School District area wanted to be heard on the record as opposing the lapsing of the district:

Ana Grossman

Lydia M. Joens
Frank Krentz
Phil M. Krentz

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

County Sheriff

11. Approve Grant Agreement DC-18-003 for the Drug, Gang, and Violent Crime Control funding with the Arizona Criminal Justice Commission in the amount of \$124,240 for overtime salaries and fringe benefits (ERE) effective July 1, 2017 through June 30, 2018.

Mr. Hanson noted that the grant was a renewal and would be used for the same purpose as in previous years.

Supervisor Judd moved to approve Grant Agreement DC-18-003 for the Drug, Gang, and Violent Crime Control funding with the Arizona Criminal Justice Commission in the amount of \$124,240 for overtime salaries and fringe benefits (ERE) effective July 1, 2017 through June 30, 2018. Vice-Chairman Call seconded the motion.

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

Information Technology

12. Approve a Right-of-Way Joint Use Agreement ASLD R/W #18-72418 between Cochise County and Arizona Electric Power Cooperative (AEPCCO), Inc. and Sublease Agreement Request and Permission Information Sheet No. 03-072450 with an expiration date of March 6, 2024.

Mr. Joe Casey, Information Technology Director, presented this item. Mr. Casey gave the background and said the purpose of the agreement is to ensure the County has access to the towers needed for telecommunications.

Vice-Chairman Call moved to approve a Right-of-Way Joint Use Agreement ASLD R/W #18-72418 between Cochise County and Arizona Electric Power Cooperative (AEPCCO), Inc. and Sublease Agreement Request and Permission Information Sheet No. 03-072450 with an expiration date of March 6, 2024. 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 said that this morning he had reached an agreement with Santa Cruz County regarding possibly partnering to address juvenile detention operations. He noted that he was still involved with the Statewide effort to regionalize this service, but those efforts would take more time.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be attending the Southeast Arizona Contractors Association (SACA) meeting and the Hereford Natural Resource Conservation District (NRCD) meeting.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd said she would be attending Mud Drags on Saturday in Willcox, as well as the Sweet Corn Festival.

Chairman English adjourned the meeting at 10:21 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Cochise Co. Demands 7.11.17

18643	06/21/2017	Interim Public Management, LLC	\$19,885.00	18720	06/22/2017	Nyander, Penny Sue	\$1,747.20
18644	06/21/2017	Cochise County/Sheakley/National Bank	\$8,485.76	18721	06/22/2017	Personnel Evaluation Inc.	\$120.00
18645	06/21/2017	ECMC	\$263.03	18722	06/22/2017	Phoenix Childrens Med Group	\$350.00
18646	06/21/2017	General Revenue Corporation	\$220.52	18723	06/22/2017	Pima County Community College	\$34.51
18647	06/21/2017	Licking County CSEA	\$178.61	18724	06/22/2017	Pitney Bowes, Inc.	\$1,044.96
18648	06/21/2017	NYS Child Support Processing Center	\$32.00	18725	06/22/2017	Pitney Bowes, Inc.	\$138.10
18649	06/21/2017	Paul D. Guglielmo	\$217.99	18726	06/22/2017	Praxair Distribution Inc.	\$15,689.37
18650	06/21/2017	Pre-paid Legal Services, Inc. dba LegalShield	\$1,362.18	18727	06/22/2017	Prudential Overall Supply	\$41.84
18651	06/21/2017	Support Payment Clearinghouse	\$6,095.30	18728	06/22/2017	Richardsons Remembrance Center	\$500.00
18652	06/21/2017	The Hameroff Law Group, PC	\$334.48	18729	06/22/2017	Ross, Ramiro	\$36.07
18653	06/21/2017	U.S. Dept of Education	\$157.62	18730	06/22/2017	SAMange USA Inc.	\$8,919.75
18654	06/22/2017	ADW Communications Services, Inc.	\$68,869.25	18731	06/22/2017	Saturday Consulting PLLC	\$3,500.00
18655	06/22/2017	Aerial Solutions II LLC	\$39,999.33	18732	06/22/2017	Schlesinger, Aaron	\$89.60
18656	06/22/2017	Amazon.com LLC	\$47.94	18733	06/22/2017	Sedillos, Lorna Gries	\$200.00
18657	06/22/2017	American Bio Medica Corporation	\$2,340.80	18734	06/22/2017	Sierra Vista Med Group	\$358.49
18658	06/22/2017	AZ Ambulance of Douglas, Inc.	\$4,213.56	18735	06/22/2017	Snyder, Gregg Alan	\$440.00
18659	06/22/2017	AZ Correctional Industries	\$228.06	18736	06/22/2017	Solarwinds Network Management	\$4,150.00
18660	06/22/2017	AZ Dept of Corrections	\$2,177.12	18737	06/22/2017	Stalker Radar	\$3,259.39
18661	06/22/2017	AZ Dept of Corrections	\$505.50	18738	06/22/2017	Stamback Septic Service	\$611.50
18662	06/22/2017	AZ Dept of Corrections ASPC-Tucson	\$81.00	18739	06/22/2017	Sulphur Springs Valley Electric Coop, Inc.	\$12,765.92
18663	06/22/2017	AZ Dept of Revenue	\$572.17	18740	06/22/2017	The Bisbee Observer LLC	\$40.00
18664	06/22/2017	AZ Police Psychology, PLLC	\$900.00	18741	06/22/2017	Thomson West	\$3,456.65
18665	06/22/2017	AZ School Administrators, Inc	\$235.00	18742	06/22/2017	Trinity Services Group, Inc.	\$36,285.56
18666	06/22/2017	AZ State Hospital	\$2,729.24	18743	06/22/2017	U.S. Healthworks Med Group of AZ, PC	\$169.00
18667	06/22/2017	AZ State Prison Complex	\$4,470.60	18744	06/22/2017	UniFirst Corporation	\$542.97
18668	06/22/2017	AZ Water Company	\$8,848.48	18745	06/22/2017	United Fire Equip Co	\$107.65
18669	06/22/2017	Auletta, Susan P	\$540.40	18746	06/22/2017	Valley Telephone Coop, Inc.	\$338.43
18670	06/22/2017	Baker & Taylor, LLC	\$1,492.30	18747	06/22/2017	Verizon Wireless	\$22.21
18671	06/22/2017	Banner-Univ Med Center South Campus LLC	\$1,838.25	18748	06/22/2017	Wantz, Jennifer	\$106.10
18672	06/22/2017	Barnett's Towing & Oxygen LLC	\$158.00	18749	06/22/2017	Watch Guard	\$199.80
18673	06/22/2017	Benson Police Dept	\$436.50	18750	06/22/2017	Waxie Sanitary Supply	\$6,032.99
18674	06/22/2017	Big Tow, The	\$164.00	18751	06/22/2017	West Press	\$115.94
18675	06/22/2017	Bisbee, City of	\$8,077.72	18752	06/22/2017	Western Emulsion, Inc	\$20,389.83
18676	06/22/2017	Branco Machinery Co.	\$3,500.92	18753	06/22/2017	Western Emulsion, Inc	\$20,181.44
18677	06/22/2017	Cable One	\$190.49	18754	06/22/2017	Western NRG, Inc.	\$9,669.66
18678	06/22/2017	CDW Government	\$67,789.96	18755	06/22/2017	Westlawn Chapel & Mortuary	\$150.00
18679	06/22/2017	Cengage Learning, Inc.	\$154.35	18756	06/22/2017	Wick Communications	\$677.08
18680	06/22/2017	CenturyLink	\$4,670.11	18757	06/22/2017	Chuar LLC	\$1,124.24
18681	06/22/2017	CenturyLink	\$2,343.54	18758	06/22/2017	Cochise County Procurement - Petty Cash	\$43.00
18682	06/22/2017	CenturyLink	\$4,345.04	18759	06/22/2017	Cochise County Treasurer	\$1,425.30
18683	06/22/2017	Cochise Private Industry Council, Inc.	\$83,678.00	18760	06/22/2017	Johnson, Jonathan E	\$201.96
18684	06/22/2017	Contract Pharmacy Services, Inc.	\$83.55	18761	06/22/2017	Jones, Dale	\$120.00
18685	06/22/2017	Cooke, Stephen R.	\$180.00	18762	06/22/2017	Moran, Joseph	\$489.03
18686	06/22/2017	Copper Queen Community Hospital	\$56.89	18763	06/22/2017	Nixon, Harold Fredrick	\$86.43
18687	06/22/2017	Copygraph Inc.	\$175.36	18764	06/22/2017	State Board of Refrigeration Examiners (SBRE)	\$60.00
18688	06/22/2017	Cornerstone Hospital Southeast AZ	\$88,484.76	18765	06/22/2017	Torres, Jose V	\$100.00
18689	06/22/2017	Courtesy Chevrolet / GMAC	\$33,160.76	18766	06/22/2017	Anderson, Steve	\$23.76
18690	06/22/2017	CRM of America LLC	\$5,447.46	18767	06/22/2017	Dagnino, Felix A	\$190.00
18691	06/22/2017	Dell Marketing LP	\$30,309.31	18768	06/22/2017	Dagnino, Oralia	\$13.66
18692	06/22/2017	Deluxe Business Forms	\$4,717.38	18769	06/22/2017	De La Cruz, Wendy	\$359.54
18693	06/22/2017	Demco Inc.	\$28.26	18770	06/22/2017	Esparza, Paul A	\$34.00
18694	06/22/2017	Deneke, Buffy	\$495.60	18771	06/22/2017	Faucher, Roland	\$138.76
18695	06/22/2017	Diamond Star Polygraph Services	\$300.00	18772	06/22/2017	Green, Jennifer	\$154.68
18696	06/22/2017	Direct TV	\$19.99	18773	06/22/2017	Honorable Adam Ambrose	\$23.22
18697	06/22/2017	Douglas Police Dept	\$3,186.35	18774	06/22/2017	James, Shanna	\$190.00
18698	06/22/2017	Env Systems Research Institute, Inc ESRI	\$12,126.43	18775	06/22/2017	Jones, Kelley S	\$508.68
18699	06/22/2017	FasPsych, LLC	\$3,280.00	18776	06/22/2017	Moreau, Shelia	\$81.00
18700	06/22/2017	Federal Express Corporation	\$25.08	18777	06/22/2017	Offutt, John T.	\$190.00
18701	06/22/2017	Friends of the Tombstone Reading Station	\$158.75	18778	06/22/2017	Pitzlin, Maria	\$92.00
18702	06/22/2017	Fry Fire District	\$2,200.40	18779	06/22/2017	Prow, Debra	\$26.14
18703	06/22/2017	Geodesy	\$13,375.00	18780	06/22/2017	Stevens, David Wayne	\$121.76
18704	06/22/2017	Guizar Jr., Rogelio	\$700.00	18781	06/22/2017	Traywick, Catherine Lynn	\$289.00
18705	06/22/2017	Honeman, Van G.	\$316.40	18782	06/27/2017	A Check America	\$297.50
18706	06/22/2017	Hubble, Anthony D	\$250.00	18783	06/27/2017	A.L.E.R.T.AZ Law Enforcement Radar Tech	\$255.93
18707	06/22/2017	K12 Handhelds, Inc.	\$3,290.46	18784	06/27/2017	ACE Hardware	\$233.77
18708	06/22/2017	Kappler, Maureen RN	\$2,150.00	18785	06/27/2017	Aqua Life	\$16.50
18709	06/22/2017	Keefe Commissary Network, LLC	\$4,275.45	18786	06/27/2017	AZ Dept of Corrections	\$171.61
18710	06/22/2017	Kluegel, Spencer G.	\$39.96	18787	06/27/2017	AZ Public Service - APS	\$4,042.11
18711	06/22/2017	Kuttner, Barbara L	\$54.54	18788	06/27/2017	AZ State Treasurer	\$184,567.00
18712	06/22/2017	Language Line Services, Inc.	\$117.43	18789	06/27/2017	AZ Water Company	\$3,041.06
18713	06/22/2017	Madden Preprint Media	\$333.00	18790	06/27/2017	B & D Lumber and Hardware	\$386.66
18714	06/22/2017	Maddux & Sons Inc	\$26,742.72	18791	06/27/2017	Banner-Univ Med Center South Campus LLC	\$402.89
18715	06/22/2017	Med Diagnostic Imaging Group	\$511.79	18792	06/27/2017	Barnett's Towing & Oxygen LLC	\$284.00
18716	06/22/2017	Morgan, J Michael, PhD PC	\$590.00	18793	06/27/2017	Barnett's Towing & Oxygen LLC	\$285.00
18717	06/22/2017	MSR West	\$147.72	18794	06/27/2017	Beacon Secure	\$50.00
18718	06/22/2017	Myron Corp.	\$297.37	18795	06/27/2017	Bisbee Napa	\$1,856.25
18719	06/22/2017	NI Government Services Inc	\$222.44	18796	06/27/2017	Cable One	\$381.62

18797	06/27/2017	Cameron Udall Attorney At Law	\$2,336.00	18875	06/27/2017	Verizon Wireless	\$1,878.68
18798	06/27/2017	Canyon Vista Med Center	\$1,010.40	18876	06/27/2017	Vulcan Incorporated	\$1,425.00
18799	06/27/2017	Center for Disease Detection, LLC	\$80.00	18877	06/27/2017	Watch Guard	\$145.00
18800	06/27/2017	CenturyLink	\$1,517.38	18878	06/27/2017	Waxie Sanitary Supply	\$1,653.15
18801	06/27/2017	Cochise Pacific Assoc AZ LP	\$33,278.93	18879	06/27/2017	Williamson, Daniel	\$3,700.00
18802	06/27/2017	Cochise Private Industry Council, Inc.	\$109,473.00	18880	06/27/2017	Cochise County HR - Petty Cash	\$28.78
18803	06/27/2017	CRM of America LLC	\$3,574.76	18881	06/27/2017	Pitney Bowes Reserve Account	\$10,000.00
18804	06/27/2017	Deluxe Business Forms	\$114.04	18882	06/27/2017	Washington Federal	\$1,000.00
18805	06/27/2017	Diamondback Police Supply Co	\$450.03	18883	06/27/2017	Cochise County Finance Revolving Fund	\$500.00
18806	06/27/2017	Durham Communication	\$832.10	18884	06/28/2017	AOC Corrections Officer Retire	\$19,735.61
18807	06/27/2017	Emily Danies Attorney at Law LLC	\$975.00	18885	06/28/2017	Correction Officers	\$7,194.20
18808	06/27/2017	Empire Southwest LLC	\$4,793.02	18886	06/28/2017	EODCRS	\$9.20
18809	06/27/2017	Flores, Dora	\$198.75	18887	06/28/2017	Nationwide Retirement Solutions	\$1,132.44
18810	06/27/2017	Flores, Juan P	\$2,436.40	18888	06/28/2017	Public Safety Retirement Syst	\$15,079.97
18811	06/27/2017	Garden Canyon Rec, Alan's Towing, AA Eagle	\$184.00	18889	06/28/2017	Public Safety Retirement Syst	\$3,344.12
18812	06/27/2017	GeoShack Inc	\$1,820.00	18890	06/28/2017	Public Safety Retirement Syst	\$1,025.84
18813	06/27/2017	Gilbert Technical Services	\$4,300.00	18891	06/28/2017	Public Safety Retirement Syst	\$643.89
18814	06/27/2017	Griffith, David B. Esq.	\$4,900.00	18892	06/28/2017	Public Safety Retirement Syst	\$145.95
18815	06/27/2017	Griffith, John W	\$1,200.00	18893	06/28/2017	Public Safety Retirement Syst	\$1,241.77
18816	06/27/2017	Hodges Glass Co Inc	\$675.85	18894	06/28/2017	Public Safety Retirement Syst	\$10,015.85
18817	06/27/2017	IP Access International, Inc	\$189.00	18895	06/29/2017	ADC-Health Services	\$48.00
18818	06/27/2017	John William Lovell, PC	\$1,350.00	18896	06/29/2017	Anderson, Steven James	\$250.00
18819	06/27/2017	Julian, Nicole & Chris	\$475.00	18897	06/29/2017	AZ Machinery Company, LLC dba Stotz Equip	\$3,317.58
18820	06/27/2017	Keefe Commissary Network, LLC	\$4,234.28	18898	06/29/2017	AZ Public Service - APS	\$1,865.36
18821	06/27/2017	Law Office of Daniel DeRienzo PLLC	\$1,709.00	18899	06/29/2017	Auto Club of America, Corp	\$100.00
18822	06/27/2017	Law Office of Donielle Wright	\$3,300.00	18900	06/29/2017	AVTRANZ	\$145.80
18823	06/27/2017	Law Office of Janelle A. McEachern	\$500.00	18901	06/29/2017	Backen, Eric	\$150.00
18824	06/27/2017	Law Office of Joan M Sacramento	\$5,100.00	18902	06/29/2017	Baker & Taylor, LLC	\$201.18
18825	06/27/2017	Law Office of Sarah Michele Martin	\$6,300.00	18903	06/29/2017	Banner-Univ Physicians Healthcare, Inc.	\$500.00
18826	06/27/2017	Law Office of Stephanie C. Stoltman	\$3,600.00	18904	06/29/2017	Banning Creek Enterprises, LLC	\$3,696.00
18827	06/27/2017	Law Offices of Harriette P Levitt, PLLC	\$845.00	18905	06/29/2017	Bisbee Napa	\$1,935.27
18828	06/27/2017	LexisNexis Risk Data Management, Inc.	\$111.57	18906	06/29/2017	Blackstone Audio, Inc.	\$47.00
18829	06/27/2017	Lowell A. Jensen, PLC	\$1,675.00	18907	06/29/2017	Brown & White Inc	\$29,056.82
18830	06/27/2017	Manch Law Firm PLLC	\$719.80	18908	06/29/2017	Brown and Caldwell	\$15,668.62
18831	06/27/2017	McGowan, Mark J.	\$5,329.00	18909	06/29/2017	Call, Pat Gerard	\$88.59
18832	06/27/2017	Med Diagnostic Imaging Group	\$173.42	18910	06/29/2017	CDW Government	\$10,903.94
18833	06/27/2017	Merle's Automotive Supply, Inc.	\$352.03	18911	06/29/2017	CEMEX Construction Materials South, LLC	\$2,705.38
18834	06/27/2017	MGT of America, Inc.	\$12,490.00	18912	06/29/2017	Cengage Learning, Inc.	\$24.00
18835	06/27/2017	Nina L. Caples, P.C.	\$710.81	18913	06/29/2017	CenturyLink	\$2,337.31
18836	06/27/2017	Pima County	\$39,000.00	18914	06/29/2017	CenturyLink	\$307.54
18837	06/27/2017	Pima Heart Physicians PC	\$145.02	18915	06/29/2017	CenturyLink	\$2,274.94
18838	06/27/2017	PrevenTronics	\$1,525.63	18916	06/29/2017	CenturyLink	\$68.60
18839	06/27/2017	Prudential Overall Supply	\$174.69	18917	06/29/2017	Cochise County BOS - Petty Cash	\$1,200.33
18840	06/27/2017	Purcell's Western State Tire Company	\$3,490.48	18918	06/29/2017	Cochise County Farmers Assoc	\$47.21
18841	06/27/2017	Rafael Malanga, PC	\$652.50	18919	06/29/2017	Cooke, Stephen R.	\$180.00
18842	06/27/2017	Robert J. Zohlmann, Esq.	\$1,475.00	18920	06/29/2017	Culligan of Tucson	\$256.15
18843	06/27/2017	Ronald Zack, PLC	\$1,245.00	18921	06/29/2017	Dell Marketing LP	\$137,049.60
18844	06/27/2017	Rothrock Investigations, LLC	\$968.84	18922	06/29/2017	Deluxe Business Forms	\$624.08
18845	06/27/2017	Rummel Construction, Inc	\$163,139.96	18923	06/29/2017	Deneke, Buffy	\$123.20
18846	06/27/2017	Runbeck Election Services	\$1,331.42	18924	06/29/2017	Empire Southwest LLC	\$1,645.08
18847	06/27/2017	RWC International, LTD	\$2,897.63	18925	06/29/2017	Gignac, Judith	\$25.92
18848	06/27/2017	Schlievert, Scott W.	\$1,000.00	18926	06/29/2017	Gonzales, Manuel V.	\$20.00
18849	06/27/2017	Securus Technologies, Inc	\$2,550.45	18927	06/29/2017	Honorable Adam Ambrose	\$17.15
18850	06/27/2017	Senergy Petroleum LLC	\$21,679.61	18928	06/29/2017	Industrial Welder Repair LLC	\$733.39
18851	06/27/2017	Sheakley Pension Administration Inc.	\$1,733.50	18929	06/29/2017	JWS Web Design LLC	\$700.00
18852	06/27/2017	Simmons, Bradley	\$144.50	18930	06/29/2017	Lake Powell Chronicle	\$310.92
18853	06/27/2017	Smith, Zachariah D	\$199.00	18931	06/29/2017	Merle's Automotive Supply, Inc.	\$1,173.68
18854	06/27/2017	Solar City	\$112.50	18932	06/29/2017	O'Rielly Chevrolet, Inc.	\$1,735.70
18855	06/27/2017	Southwest Gas Corporation	\$221.88	18933	06/29/2017	Office & Warehouse Storage Solutions OWSS	\$2,700.00
18856	06/27/2017	Southwestern Eye Center, Ltd	\$417.42	18934	06/29/2017	Prudential Overall Supply	\$124.55
18857	06/27/2017	Sparkletts	\$21.49	18935	06/29/2017	Reed, Cynthia - Court Reporter	\$411.60
18858	06/27/2017	Sprietsma, Joseph D.	\$1,332.00	18936	06/29/2017	Riddell, Todd R	\$100.00
18859	06/27/2017	Sulphur Springs Valley Electric Coop, Inc.	\$6,283.20	18937	06/29/2017	RWC International, LTD	\$238.81
18860	06/27/2017	The Bisbee Observer LLC	\$171.50	18938	06/29/2017	Safelite Autoglass Corp.	\$203.00
18861	06/27/2017	The Law Office of Christopher W. Caine	\$3,400.00	18939	06/29/2017	Schwartz, Bob	\$100.00
18862	06/27/2017	The Law Offices of Tiffany Huffman Spiers	\$3,365.00	18940	06/29/2017	Senergy Petroleum LLC	\$9,485.71
18863	06/27/2017	The W Law Firm PLLC	\$2,068.50	18941	06/29/2017	Shoemaker, Brad	\$300.00
18864	06/27/2017	Thorn Law Office	\$4,462.80	18942	06/29/2017	SMC Direct, LLC	\$7,360.00
18865	06/27/2017	Thornton, Mary Elizabeth	\$29.16	18943	06/29/2017	Snyder, Gregg Alan	\$740.00
18866	06/27/2017	Titan Machinery Inc.	\$135.11	18944	06/29/2017	South East AZ Legal Support (SEALS)	\$6,776.00
18867	06/27/2017	Trebilcock, Robert Esq.	\$3,723.00	18945	06/29/2017	Southeastern AZ Contractors Assoc (SACA)	\$16.00
18868	06/27/2017	U.S. Healthworks Med Group of AZ, PC	\$338.00	18946	06/29/2017	Sparkletts	\$179.90
18869	06/27/2017	United Fire Equip Co	\$1,122.52	18947	06/29/2017	Stan Greer Millworks/Doors Inc	\$4,718.27
18870	06/27/2017	Universal Police Supply	\$2,816.42	18948	06/29/2017	Sulphur Springs Valley Electric Coop, Inc.	\$778.81
18871	06/27/2017	US Imaging Inc.	\$1,517.33	18949	06/29/2017	SWCA Env Consultants	\$7,560.00
18872	06/27/2017	Valley Telephone Coop, Inc.	\$434.35	18950	06/29/2017	Technical Resource Management, Inc.	\$6.70
18873	06/27/2017	Valtierra, Marcella	\$158.00	18951	06/29/2017	The Bisbee Observer LLC	\$103.30
18874	06/27/2017	Verizon Wireless	\$3,698.57	18952	06/29/2017	Thomson West	\$1.99

18953	06/29/2017	Verizon Wireless	\$5,321.41
18954	06/29/2017	Watson Chevrolet Inc	\$413.68
18955	06/29/2017	Waxaholic Auto Detail	\$450.00
18956	06/29/2017	West Press	\$1,299.32
18957	06/29/2017	Western Emulsion, Inc	\$117,269.98
18958	06/29/2017	Wick Communications	\$165.72
18959	06/29/2017	Willcox Auto Parts Inc.	\$1,061.85
18960	06/29/2017	WR Ryan Company	\$636.84
18961	06/29/2017	Zumar Industries Inc	\$15,602.11
18962	06/29/2017	ADC-Health Services	\$274.50
18963	06/29/2017	Cochise County Fleet Mgmt - Petty Cash	\$40.01
18964	06/29/2017	Cochise County Justice Court #5	\$89.65
18965	06/29/2017	Cochise County Procurement - Petty Cash	\$43.00
18966	06/29/2017	Cochise County Sheriff's Dept	\$22.00
18967	06/29/2017	Dever, Nancy	\$4,246.33
18968	06/29/2017	Federal Express Corporation	\$36.55
18969	06/29/2017	Irwin, Harry	\$60.00
18970	06/29/2017	Rathmann, Tanya	\$8,076.42
18971	06/29/2017	Sawinski, Todd A	\$10.95
18972	06/29/2017	Scott, Joseph	\$50.00
18973	06/29/2017	State Farm	\$60.00
18974	06/29/2017	Sullivan, Kristine	\$27.00
18975	06/29/2017	Wheeler, Amanda Briana	\$551.07
18976	06/29/2017	Wheeler, Haley	\$551.08
18977	06/29/2017	Anderson, Steve	\$17.00
18978	06/29/2017	Aronoff, Valerie	\$50.49
18979	06/29/2017	Bennett, Erin	\$58.00
18980	06/29/2017	Bennett, Thomas	\$323.92
18981	06/29/2017	Contreras, Roger	\$323.92
18982	06/29/2017	Cook, Roy E	\$68.00
18983	06/29/2017	Cumberbatch, Arlene	\$165.49
18984	06/29/2017	Elsouhag, Belvet	\$17.00
18985	06/29/2017	Falkenberg, Raymond A	\$44.00
18986	06/29/2017	Galey, Nancy	\$169.78
18987	06/29/2017	Guerrero-Sisneroz, Kristina S.	\$169.78
18988	06/29/2017	Holliday, Deborah	\$17.00
18989	06/29/2017	Johnstun, Doyle B.	\$213.78
18990	06/29/2017	Larson, Joel A.	\$92.00
18991	06/29/2017	Leiendecker, Philip	\$265.88
18992	06/29/2017	Lindstrom, Jason A.	\$169.78
18993	06/29/2017	Mabry, Mark McDaniel	\$38.88
18994	06/29/2017	McIntyre, Brian	\$213.78
18995	06/29/2017	Mitchell, Marcia N	\$103.41
18996	06/29/2017	Pones, Rochelle	\$17.00
18997	06/29/2017	Powell, Michael	\$169.78
18998	06/29/2017	Ransom, Sara	\$169.78
18999	06/29/2017	SHAPIRO, DAVID MALCOLM	\$109.00
19000	06/29/2017	Silverberg, Eric J.	\$64.00
19001	06/29/2017	Thomas, Yolanda	\$44.01
19002	06/29/2017	Troup, Benna	\$136.00
19003	06/29/2017	Tuttle, Rocky	\$17.00
19004	06/29/2017	Urcadez, Susana	\$68.00
19005	06/29/2017	Wolslagel, Merrie E.	\$78.00
19006	06/29/2017	Zucco, Lori	\$169.78
19007	06/30/2017	AZ Assoc of County School Superintendents	\$3,370.00
19008	06/30/2017	CenturyLink	\$35.55
19009	06/30/2017	Apache Elementary School	\$12,083.95
19010	06/30/2017	Ash Creek Elementary School District	\$8,166.32
19011	06/30/2017	Benson Unified School District	\$4,532.36
19012	06/30/2017	Bisbee Unified School District #2	\$9,002.18
19013	06/30/2017	Bowie Unified School District #14	\$8,025.33
19014	06/30/2017	Cochise Elementary School District #26	\$7,261.15
19015	06/30/2017	Double Adobe Elementary School	\$7,130.58
19016	06/30/2017	Douglas Unified School Dist 27	\$3,796.52
19017	06/30/2017	Elfrida Elementary School District #12	\$7,174.10
19018	06/30/2017	McNeal Elementary School District #55	\$7,348.21
19019	06/30/2017	Naco Elementary School District #23	\$7,000.00
19020	06/30/2017	Palominas Public School District #49	\$642.45
19021	06/30/2017	Pearce Elementary School District #22-3	\$8,352.18
19022	06/30/2017	Pomerene Elementary Sch Dist64	\$7,000.00
19023	06/30/2017	San Simon Unified Schools	\$13,280.18
19024	06/30/2017	Sierra Vista Unified School District #68	\$2,197.53
19025	06/30/2017	St. David Unified School District #21	\$11,427.63
19026	06/30/2017	Tombstone Unified School District #1	\$4,871.51
19027	06/30/2017	Valley Union High School	\$9,170.29
19028	06/30/2017	Willcox Unified School District #13	\$4,941.11

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017

Approval - 2017 Exemptions (Late Filers)

Submitted By: Maureen Bandosz, County Assessor

Department: County Assessor

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Philip S. Leiendecker **TITLE of PRESENTER:** Assessor

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 42-11153B

Docket Number (If applicable):

Information

Agenda Item Text:

Accept the Assessor's recommendation to approve the attached list of 79 property tax exemption applications which qualify for the exemption but were filed with the Assessor after the statutory filing deadline of March 1, 2017.

Background:

ARS 42-11153B allows the County Board of Supervisors to grant a qualified property tax exemption to a taxpayer who files their exemption after the March 1 filing deadline but prior to the setting of the tax rate for tax year 2017. See attached copy of statute and late filer list.

Department's Next Steps (if approved):

Upon approval, Assessor will implement property tax exemptions for the 2017 tax roll.

Impact of NOT Approving/Alternatives:

The 79 property owners per the attached list would be denied the 2017 property tax exemption.

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):

Fiscal Impact is a reduction of the county's 2017 net assessed value in the amount of \$610,172.

Attachments

2017 Late Filer Report

Statute #42-11153B

2017 EXEMPTIONS (LATE FILERS)

<u>INDIVIDUAL - NAME</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
BROWN JAMES A	D	105-17-044	3,838
CANTU JOSE M	D	124-15-116	3,809
CHRISTIAN KIMBERLY	D	105-05-012	3,838
DODGE RAYMOND L	D	403-69-009	3,838
EVANS JOSHUA JOEL	D	410-37-061	3,838
FOUBISTER ALLAN J	D	408-22-003	3,838
GARCIA JIM T	D	121-08-012B/A	3,838
GRAHAM SHERRYL F	D	401-63-018C	3,838
HALL RICHARD R	D	108-08-005G/L	3,838
HANSEN FREDERICK A	D	109-05-008	3,838
HENDERSON ASTRID	D	107-83-049	3,838
HUERENA JOSEFINA E	D	102-30-066+++	3,838
JAMES DONALD N	D	410-19-047	3,838
KELLY MERLE J	D	106-56-048	3,838
KING BELINDA	D	107-22-098A	1,505
KLOSTERMAN SYLVIA	D	102-20-026	3,838
LAZARCHEFF MARK L	D	105-92-496	3,838
LOPEZ LIVIA AZUL	D	410-07-349	1,465
MARSHALL ROBERT L	D	123-39-223B	3,838
MCGOWEN STANLEY	D	104-24-366	3,838
MUNOZ JAYRO	D	408-07-001	3,838
MURILLO OSCAR	D	203-31-110+	3,838
NICHOL COLLEEN L	D	101-12-025	3,838
OWEN JANET B	D	114-15-006	3,838
PARRACK ROBERT	D	123-16-014B	3,838
SANTOS HENRY	D	105-56-099	3,838
SCHROEDL WERNER O	D	202-36-024	3,838
STREET JOHN J	D	109-21-123	2,958
TOSCANO JOSE EFREN	D	409-08-147	3,838
TUTHILL TODD L SR	D	104-22-003D+	3,838
VILLANUEVA MANUEL	D	409-11-003/012	3,838
WILLIAMS III THOMAS	D	105-95-712	3,838
WILLIAMS VANCE TODD	D	401-20-204	3,838
BECKMAN BRADLEY SR,	R	208-78-127	3,838
BROOKS WILLIAM	R	102-43-005G	3,838
EDWARDS JOSEPH F	R	208-84-012B	3,838
MARTINEZ REYES	R	203-30-104+	3,838
WELDAY EDWARD E	R	121-14-007A +`	3,838
AMARILLAS ANITA	W	109-04-021	3,838
AVILA IRENE	W	202-39-016	3,625
BALZARINI MARIE	W	106-66-103	3,838
BEAUDRY WALBURGA	W	106-62-031	3,838
BYRON CAROL	W	103-68-102/133	3,838
CHAVEZ ENRIQUETA	W	409-02-026	3,838
CLEAL SUSAN	W	41-64-018D	3,838
CUMBA ANNIE	W	105-91-026	3,504
DE MARINIS DONNA	W	105-20-027D	3,838
DEL SANTO MARGOT	W	410-32-110A	3,838
DIAZ RUTH R	W	410-32-018C	3,838
DUNAVANT IRIS L	W	107-60-047	3,838
DURHAM MARIA	W	107-66-038A	3,838
ENGLISH RITA	W	107-48-003A	2,344
ESTAVILLO LENA	W	120-17-018E/F	3,838

<u>INDIVIDUAL - NAME</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
HILL PEGGY JO	W	106-29-101	2,696
HOLMQUEST ROBIN LYNN (TROSTLE)	W	104-15-515A	3,838
HRUBIK NANCY K	W	106-66-025	3,838
KOERBER MARCIA L	W	107-69-039+	3,838
LEGG ZOFIA	W	104-02-043E	3,838
LEON BLANCA	W	104-44-014Y	3,808
LIMA VELEN T	W	403-34-013/022	3,838
LUND ELIZABETH	W	105-97-478	3,838
MC GAFFEY LAURA	W	114-14-040	3,838
MIDDLETON JOAN (BEDOLLA)	W	203-31-044	3,838
MILLER CAROL A	W	208-47-065A	3,838
MOLET LORETTA	W	105-96-023	3,838
PETTIT REIKO C	W	107-55-004C	3,838
PRADES TOSHIKO	W	105-56-092	3,838
RIVERA JUANA	W	409-27-048	3,838
ROBERTS (HANNON) YOLANDA	W	101-12-120	3,838
SASSER CLARA	W	107-77-020B++	3,838
SILVA CARMEN P	W	123-42-084	3,838
STOYANOF GUADALUPE	W	105-95-913	3,838
TAPIA TERESA	W	106-63-114	3,838
TREJO MARIA	W	107-50-245	2,190
VALENZUELA CELIA A	W	102-20-057	3,838
WAGNER MARY J	W	106-64-012	3,838
WHITE CHERRY	W	105-39-005D	3,838

<u>ORGANIZATION - RELIGIOUS</u>	<u>ARS STATUTE</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
MENTAL HEALTH RESOURCES, INC	42-11106	O	102-20-008	5,675
SEQUOIA FARM FOUNDATION	42-11108	O	205-24-002Q++++	319,447

SUMMARY

ORGANIZATIONS	2	325,122
100% DISABLED	33	121,039
WIDOWERS	5	19,190
WIDOWS	39	144,821
TOTAL ADDITIONAL EXEMPT AMOUNT	79	\$610,172

2017 TOTAL ASSESSED VALUE (12/30/2016 PRIMARY ABSTRACT)	\$1,012,631,400
EXEMPT AMOUNT (12/30/2016 PRIMARY ABSTRACT)	\$99,628,473
2017 NET ASSESSED VALUE (12/30/2016 PRIMARY ABSTRACT)	\$913,002,927
2017 EXEMPT ASSESSED VALUE (LATE FILERS)	\$610,172
2017 AMENDED NET ASSESSED VALUE (PRIMARY)	\$912,392,755

severe hardship, the county assessor may arrange a mutually satisfactory meeting place to make an affidavit as to the person's eligibility.

2. When claiming the exemption in subsequent years, appear before the county assessor or a notary public to make an affidavit as to the person's eligibility.

3. Fully answer all questions on the eligibility form or otherwise required by the assessor for that purpose.

B. At the assessor's discretion, the assessor may require additional proof of the facts stated by the person before allowing an exemption.

C. A person who is in the United States military service and who is absent from this state or who is confined in a veterans' hospital or another licensed hospital may make the required affidavit in the presence of any officer who is authorized to administer oaths on a form obtained from the county assessor.

D. A false statement that is made or sworn to in the affidavit is perjury.

42-11153. Deadline for filing affidavit

A. Except as provided in section 42-11104, subsection E, section 42-11109, subsection B, section 42-11110, subsection B, section 42-11111, subsection H, section 42-11131, subsection C and section 42-11132, subsection C and section 42-11132.01, subsection C, a failure by a taxpayer who is entitled to an exemption to make an affidavit or furnish evidence required by this article between the first Monday in January and March 1 of each year constitutes a waiver of the exemption.

B. If a widow or widower or person with a disability whose property is exempt from tax under section 42-11111, or an organization that is exempt from federal income tax under section 501(c) of the internal revenue code and is exempt from property tax under article 3 of this chapter, submits a petition after the deadlines prescribed by subsection A of this section, the person or organization may have the waiver redeemed by the county board of supervisors at any regular meeting, except that no taxes that were due and payable before the petition was submitted may be refunded or abated.

42-11154. Establishing nonprofit status

For the purposes of article 3 of this chapter:

1. Nonprofit organization status may be established by a letter of determination issued in the organization's name by the United States internal revenue service or the department of revenue recognizing the organization's tax exempt status under section 501(c)(3) of the internal revenue code or under section 43-1201.

2. The requirement that property is not used or held for profit may be met by a letter of determination described in paragraph 1 of this section and issued in the name of the organization holding title to the property and for each organization using the property.

42-11155. Property owned by charitable institutions but used for other purposes

The exemptions provided by article 3 of this chapter relating to charitable institutions do not apply to property owned by charitable institutions but primarily held or used by others whose use is not exempt from taxation by article 3 of this chapter or by the Constitution of Arizona.

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017
Approve ammendment # 9 for DOC extension agreement

Submitted By: Jay Howe, Facilities
Department: Facilities

Presentation: No A/V Presentation
Recommendation: Approve

Document Signatures: BOS Signature Required
of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Jay Howe
TITLE of PRESENTER: Facilities Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate
Source of Mandate or Basis for Support?: State of AZ ADOC

Information

Agenda Item Text:

Approve Arizona Department of Corrections (ADC) Agreement No. 090098DC, Amendment 9 as the Water Rate Agreement to extend until December 31, 2017.

Background:

[The forthcoming lease agreement with DOC, when finalized and approved by both parties will address water rates to capture and reimburse Cochise County for 95% of total project costs. This amendment # 9 will ensure that a working agreement remains in place for legal operation of DOC on County property while the 5 year lease is drafted to parallel the 5 year reimbursement terms. Balance to be paid off \(to Cochise County\)over 5 years: \\$1,325,034.19. The forthcoming lease agreement with DOC, when finalized and approved by both parties will address water rates to capture and reimburse Cochise County for 95% of total project costs. This amendment # 9 will ensure that a working agreement remains in place for legal operation of DOC](#)

Department's Next Steps (if approved):

[Forward approved and executed amendment # 9 to DOC Douglas to satisfy interim lease requirements](#)

Impact of NOT Approving/Alternatives:

[ASPC / ADOC will be operating on County Property without legal documentation of the right to operate on County property. ASPC / ADOC will be operating on County Property without legal documentation of the right to operate on County property](#)

To BOS Staff: Document Disposition/Follow-Up:

[Please send one executed copy of Amendment #9 to Stephen Castillo, Senior Procurement Specialist, Arizona Department of Corrections, 1645 West Jefferson St. Phoenix, Arizona 58007. Please send one executed copy of Amendment #9 to Stephen Castillo, Senior Procurement Specialist, Arizona Department of Corrections, 1645 West Jefferson St. Phoenix, Arizona 58007.](#)

Attachments

Amendment No. 9

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT Nine

The **Agreement** entered into between the **Cochise County Board of Supervisors**, hereinafter referred to as the **County**, and the Director of the **Arizona Department of Corrections**, for and on behalf of the **Arizona State Prison Complex–Douglas (ASPC-Douglas)**, hereinafter known as the **Department** is hereby amended as follows:

1. To extend this Agreement through **December 31, 2017** based on the understanding that a new lease be established no later than **January 1, 2018**. The new lease will include the water rates, maintenance of the wells, and any other required improvements. Once the new lease is fully executed, this Agreement will expire.
2. It is mutually agreed that the terms and conditions of Land Lease No. 7044 between Cochise County and the Arizona Department of Corrections, ASPC-Douglas, for the real property known as Bisbee-Douglas International Airport remain valid through the term of this Agreement No. 090098DC, with the exception of the water rate as determined by this Agreement herein until a new Lease with the determined cost and scope of additional renovations of the water system can be fully executed.
3. Payment by the Department in the amount of **\$242,000.00** was issued, representing a portion of the Department's share for the Water System Improvement Project Phase II costs (95%). This specific amount (\$242,000) pertains to the supplemental water supply required during construction.
4. The Water System Improvement Project Phase II is completed. To document the total cost of \$1,649,509.67 for the Water System Improvement Project Phase II Costs, and ADC's 95% share (\$1,567,034.19). Payment of \$242,000.00 issued on January 11, 2017, the remaining balance is \$1,325,034.19. See exhibit A for a summary of total cost.
5. Amendment 8 executed on December 28, 2016, both parties agreed-to increase of water rates **to \$4.08 per 1000 gallons**, effective **July 1, 2017** through June 30, 2022 (a 5 year repayment schedule). This rate is based on the Department's annual average usage of 114,021,000 gallons. Upon the Department's repayment of 95% of the project costs, the water rate will revert back to \$2.30/1000 gallons. The completion date of the repayment schedule may change based on the Department's actual usage. Provided, however, that the minimum payment from DOC to the County for any given calendar year, regardless of actual usage, shall be \$265,000 until the balance of \$1,325,034.19 is repaid in full; if, in any calendar year, the actual usage results in payments less than \$265,000, the difference between \$265,000 and payments based on actual usage shall be paid within 30 days after the end of the calendar year.
6. **The components of the \$4.08 per gallon rate are:**
 - a. **\$1.08 - Operations and Maintenance (O&M)** costs (Routine O&M including light repairs).
 - b. **\$2.16 - Financing of Improvements**
 - c. **\$.84 – Recapitalization**

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

**COCHISE COUNTY BOARD OF
SUPERVISORS**

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual	Date
Ann English	
Typed Name	
Chairman	
Typed Title	
1415 Melody Lane, Building G.	
Bisbee, Arizona 85603	
Typed Address	

Signature of Authorized Individual	Date
Kenneth P. Sanchez	
Typed Name	
Chief Procurement Officer, Administrative Services	
Typed Title	
1601 West Jefferson, MC 328	
Phoenix, Arizona 85007-3002	
Typed Address	

Additional Signatures as Applicable

Signature	Date
Typed Name	
Typed Title	

Signature	Date
Typed Name	
Typed Title	

Prepared By: Stephen Castillo, Senior Procurement Specialist
Date: July 12, 2017

This amendment shall be effective when all signatures are affixed.

ATTACHMENT A
PROJECT COST SUMMARY

Project costs:

Existing pipeline valve replacement and hydrant install	\$477,425.16
6000' of new piping- outer perimeter	\$622,085.51
Payment was issued for the Rain for Rent- Supplemental water supply during construction	\$241,999.00 -\$242,000.00
Diesel fuel for generators	\$ 10,000.00
Existing Water tower rehab	\$298,000.00
Total Costs	\$1,649,509.67
DOC Share- 95%	\$1,325,034.19

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017

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: 07/25/2017

Approval of state grant training funds for Public Defender for FY17/18

Submitted By: Delores Putnam, Public Defender

Department: Public Defender

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: 12-117

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 state funding agreement for public defender training funds per ARS 12-117 in the amount of \$3,500 for the Public Defender for July 1, 2017 through June 30, 2018.

Background:

In 1989 the Arizona Legislature enacted ARS 12-117 for the purpose of providing money to the Supreme Court to be distributed to county public defenders for training purposes. The amount the Public Defender is expecting for FY18 has been included in the budget.

Department's Next Steps (if approved):

Approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

If not approved the Public Defender will depend solely on the county general fund for funding for mandatory continuing legal education credits for attorney staff.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: 3500

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: 101-1300-9-423.400

Fund Transfers

Attachments

Grant Approval Form

Funding Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Delores Putnam

Date Prepared: July 11, 2017

Point of Contact: Delores Putnam

Phone Number: 520-432-8442

Department: **Public Defender**

PRIMARY GRANT

Primary Grantor: Az Supreme Court Administrative Office of the Courts

CFDA: www.CFDA.gov n/a

Grant Title: Public Defender Training Fund (PDTF)

Grant Term From: July 1, 2017 To: June 30, 2018 Total Award Amount: 3,500.00

New Grant: Yes No Grant No: n/a

Amendment: Yes No Amendment No: n/a

GL Account No: 101-1300

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: 0

Asset(s) Acquired:

0

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Funding for county public defenders to be used exclusively for training purposes.

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

ARS 12-117 Public defender training fund, appropriation

PRIMARY FUNDING SOURCE

Funding Year: 2017-2018 Federal Funds 332.100

State Funds 336.100 3,500.00

County Funds 391.000

Other Funds:

Total Funds: 3,500.00

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: \$ 0.00

(b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 0.00

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.

**FUNDING AGREEMENT FOR
PUBLIC DEFENDER TRAINING FUND (PDTF)**

Cochise County Public Defender
Fiscal Year 2018

This Agreement is entered into by and between the Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Public Defender, herein referred to as "Public Defender," in accordance with A.R.S. § 12-117.

RECITAL

Pursuant to A.R.S. § 12-113(A)(1), Judicial Collection Enhancement Fund; 12-116, Time Payment Fee; and 12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training.

The purpose of this Agreement is to provide funding for Public Defender training in Fiscal Year 2018. Cochise County Public Defender agrees that it will expend Public Defender Training Fund ("PDTF") monies in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2017, and shall remain in effect through June 30, 2018.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding available; (b) statutory changes in the program; or (c) Public Defender's non-compliance with this Agreement, Arizona Code of Judicial Administration § 5-105, A.R.S. § 12-117, or other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than thirty (30) days prior to the closing date of the grant.

3. FUND ACCOUNTING

Funds distributed to Public Defender shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III-2 of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Public Defender shall accrue to the fund for use by the Public Defender in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

4. EXPENDITURES

a. Distribution of Funds.

- 1) The PDTF monies will be disbursed quarterly pursuant to the proportion requirements set forth in A.R.S. § 12-117(C). Quarterly disbursements will be made within sixty (60) days of the close of each quarter.

- 2) The AOC may retain all or any portion of the funds allocated to the Public Defender should the Public Defender be in violation of any of the terms of this funding Agreement.

b. Reporting Requirements. The Public Defender shall submit an annual report using the AOC approved reporting templates no later than forty-five (45) days after fiscal year end, in accordance with Arizona Code of Judicial Administration § 5-105.

c. Unexpended Funds. Funds unencumbered and unexpended thirty (30) days after fiscal year end, plus all unexpended interest accrued on such funds while in the possession of the Public Defender, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

d. Inappropriate Expenditures. The Public Defender shall expend funds only for the purposes and uses specified within Arizona Code of Judicial Administration § 5-105. Public Defender agrees to reimburse the Public Defender Training Fund for any unauthorized or inappropriate expenditures which are not in compliance with this Agreement. The Public Defender Training Fund shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with PDTF monies shall be used solely for PDTF training purposes.

e. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2018, all unexpended funds in the possession of the Public Defender shall be returned to the AOC within thirty (30) days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Public Defender Training Funds. If termination is due to failure of the Public Defender to comply with this agreement, the AOC may require return of equipment and supplies purchased with Public Defender Training Funds.

5. BOOKS AND RECORDS

a. Financial Records and Examination. The Public Defender shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC plans to monitor and evaluate the Public Defender Training Fund Program to determine its effectiveness. As a condition of receipt of Public Defender Training Funds, the Public Defender agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Public Defender and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials. The Public Defender further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Public Defender shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

7. INVENTORY

The Public Defender retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Public Defender may use

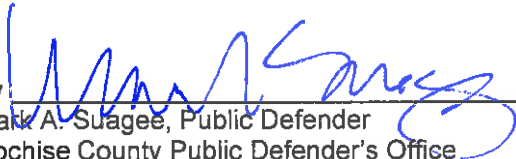
its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06A for guidance. Public Defender retains ownership of equipment purchased with funds received pursuant to this funding agreement.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Public Defender is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Appendix A.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

By  _____
Mark A. Suagee, Public Defender
Cochise County Public Defender's Office

ARIZONA SUPREME COURT

By  _____
Mike Baumstark, Deputy Director
Administrative Office of Courts

APPENDIX A

ARIZONA COURTS INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital fixed asset means any fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years. These fixed assets will also be recorded and tracked in the State Accounting System (USAS).

Non-capital equipment means any fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district; and with other state agencies with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU/LGU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU/LGU owns the equipment. The JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU/LGU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU/LGU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU/LGU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

All JDU/LGU's shall conduct an annual physical inventory of fixed assets in a manner prescribed by the AOC Financial Office. The Information Technology Division shall conduct an annual physical inventory of all computer equipment. The AOC Financial Office will submit an annual inventory report to the Department of Administration, General Accounting Office.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment which is no longer needed or usable shall be placed in surplus in accordance with the following:
For equipment for which title was granted to the JDU/LGU, the JDU/LGU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

Workforce Development

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017

MOU with AZDES, DERS, and SEAWC

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: BOS Signature **# of ORIGINALS** 0
 NOT Required **Submitted for Signature:**

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?:**

Information

Agenda Item Text:

Approve a Memorandum of Understanding (MOU), amendment 1 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 May 31, 2017.

Background:

Updating the MOU to make the termination date May 31, 2017 instead of June 30, 2020.

Department's Next Steps (if approved):

Send notification to Vada Phelps via email: vphelps@cpic-cas.org

Impact of NOT Approving/Alternatives:

The new termination date will not be updated.

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Workforce Development

Meeting Date: 07/25/2017

WIB Amendment #7 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve Amendment #7 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2019 in the amount of \$1,870,141.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2015 to June 30, 2019.

Fiscal Impact/Funding Sources: The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$7,142,059. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

Department's Next Steps (if approved):

Review and sign the four copies of the Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise Private Industry Council, Inc. in order to cover expenses.

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff. Request a fully executed original to be returned to the Board office.

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

IGA



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)

Cochise County Board of Supervisors
1415 W Melody Lane
Bisbee, AZ 85603

2. CONTRACT ID NUMBER

DI16-002121

3. AMENDMENT NUMBER

7

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

Table with 4 columns: PY, Year, Program, Amount. Rows include AD Admin, YT Admin, DW Admin, Youth, Adult, and RR for years 2017 and 2018.

This is an increase of \$1,870,141

The reimbursement ceiling is increased from \$5,271,918 to \$7,142,059

Attachment B, Allocation by Program and Fiscal Year, updated 6/30/2017 is revised and attached and reflects all current totals by Program and Fiscal Year.

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY

7. NAME OF CONTRACTOR COCHISE COUNTY

SIGNATURE OF AUTHORIZED INDIVIDUAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

TYPED NAME

TITLE

TITLE

DATE

DATE

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

ARIZONA ATTORNEY GENERAL'S OFFICE

BY:

ASSISTANT ATTORNEY GENERAL

DATE:

BY:

PUBLIC AGENCY LEGAL COUNSEL

DATE:

DI16-002121 A7

Note: The final Close out packet for the PY15/FY16 allocation is due to DES on or before 8/1/2018

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2015	AD Admin	\$ 3,705	07/01/15	06/30/17	8/15/2017
PY	2015	YT Admin	\$ 44,233	04/01/15	06/30/17	8/15/2017
PY	2015	DW Admin	\$ 14,761	07/01/15	06/30/17	8/15/2017
FY	2016	AD Admin	\$ 40,623	10/01/15	06/30/17	8/15/2017
FY	2016	DW Admin	\$ 81,353	10/01/15	06/30/17	8/15/2017
PY	2015	Youth	\$ 398,097	04/01/15	06/30/17	8/15/2017
PY	2015	Adult	\$ 33,341	07/01/15	06/30/17	8/15/2017
FY	2016	Adult	\$ 365,604	10/01/15	06/30/17	8/15/2017
PY	2015	DW	\$ 132,846	07/01/15	06/30/17	8/15/2017
FY	2016	DW	\$ 732,179	10/01/15	06/30/17	8/15/2017
PY	2015	RR	\$ 16,606	07/01/15	06/30/17	8/15/2017
FY	2016	RR	\$ 91,522	10/01/15	06/30/17	8/15/2017
TOTAL			\$ 1,954,870			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY14/FY15 allocation is due to DES on or before 8/01/2017

DI16-002121 A1 A2 A3 A6

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2014	AD ADMIN	\$ 5	7/1/2014	5/30/2017	7/15/2017
PY	2014	YT ADMIN	\$ 25,174	4/1/2014	5/30/2017	7/15/2017
PY	2014	DW ADMIN	\$ 7,782	7/1/2014	6/30/2016	8/15/2016
FY	2015	AD ADMIN	\$ 28,030	10/1/2014	5/30/2017	7/15/2017
FY	2015	DW ADMIN	\$ 84,132	10/1/2014	6/30/2016	8/15/2016
PY	2014	YOUTH	\$ 202,440	4/1/2014	5/30/2017	7/15/2017
PY	2014	ADULT	\$ 81	7/1/2014	5/30/2017	7/15/2017
FY	2015	ADULT	\$ 20,547	10/1/2014	5/30/2017	7/15/2017
PY	2014	DW	\$ 2,878	7/1/2014	5/30/2017	7/15/2017
FY	2015	DW	\$ 654,801	10/1/2014	5/30/2017	7/15/2017
PY	2014	RR	\$ 21,344	7/1/2014	5/30/2017	7/15/2017
FY	2015	RR	\$ 195,935	10/1/2014	5/30/2017	7/15/2017
FY	2015	DW NAT RES	\$ 15,219	10/1/2015	12/31/2016	1/30/2017
FY	2015	DW SAS System Bldg	\$ 8,120	10/1/2014	5/30/2017	7/15/2017
TOTAL			\$ 1,266,488			CLOSED

Note : The final close out packet for the PY13/FY14 allocation is due to DES on or before 8/01/2017

DI16-002121 A4

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2013	AD ADMIN	\$ 1	7/1/2014	6/30/2016	7/15/2016
PY	2013	YT ADMIN	\$ 135	4/1/2014	6/30/2016	7/15/2016
FY	2014	AD ADMIN	\$ 53	10/1/2014	6/30/2016	7/15/2016
FY	2014	DW ADMIN	\$ 245	10/1/2014	6/30/2016	7/15/2016
PY	2013	YOUTH	\$ 26,241	4/1/2014	6/30/2016	7/15/2016
PY	2013	ADULT	\$ 74	7/1/2014	6/30/2016	7/15/2016
FY	2014	ADULT	\$ 1,869	10/1/2014	6/30/2016	7/15/2016
PY	2013	DW	\$ 748	7/1/2014	6/30/2016	7/15/2016
FY	2014	DW	\$ 9,275	10/1/2014	6/30/2016	7/15/2016
PY	2013	RR	\$ 254	7/1/2014	6/30/2016	7/15/2016
FY	2014	RR	\$ 3,699	10/1/2014	6/30/2016	7/15/2016
				10/1/2015	12/31/2016	7/15/2016
TOTAL			\$42,594.00	CLOSED		

Note : The final close out packet for the PY16/FY17 allocation is due to DES on or before 8/01/2019

DI16-002121 A5

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2016	AD Admin	\$ 6,041	07/01/16	06/30/18	8/15/2018
PY	2016	YT Admin	\$ 46,615	04/01/16	06/30/18	8/15/2018
PY	2016	DW Admin	\$ 15,059	07/01/16	06/30/18	8/15/2018
FY	2017	AD Admin	\$ 41,402	10/01/16	06/30/18	8/15/2018
FY	2017	DW Admin	\$ 80,242	10/01/16	06/30/18	8/15/2018
PY	2016	Youth	\$ 419,537	04/01/16	06/30/18	8/15/2018
PY	2016	Adult	\$ 54,372	07/01/16	06/30/18	8/15/2018
FY	2017	Adult	\$ 372,618	10/01/16	06/30/18	8/15/2018
PY	2016	DW	\$ 135,540	07/01/16	06/30/18	8/15/2018
FY	2017	DW	\$ 722,178	10/01/16	06/30/18	8/15/2018
PY	2016	RR	\$ 18,072	07/01/16	06/30/18	8/15/2018
FY	2017	RR	\$ 96,290	10/01/16	06/30/18	8/15/2018
TOTAL			\$ 2,007,966			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY17/FY18 allocation is due to DES on or before 8/01/2020

DI16-002121 A7

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2017	AD Admin	\$ 6,321	07/01/17	06/30/19	08/15/19
PY	2017	YT Admin	\$ 48,015	04/01/17	06/30/19	08/15/19
PY	2017	DW Admin	\$ 12,607	07/01/17	06/30/19	08/15/19
FY	2018	AD Admin	\$ 43,328	10/01/17	06/30/19	08/15/19
FY	2018	DW Admin	\$ 67,168	10/01/17	06/30/19	08/15/19
PY	2017	Youth	\$ 432,148	04/01/17	06/30/19	08/15/19
PY	2017	Adult	\$ 56,905	07/01/17	06/30/19	08/15/19
FY	2018	Adult	\$ 389,957	10/01/17	06/30/19	08/15/19
PY	2017	DW	\$ 113,456	07/01/17	06/30/19	08/15/19
FY	2018	DW	\$ 604,508	10/01/17	06/30/19	08/15/19
PY	2017	RR	\$ 15,127	07/01/17	06/30/19	08/15/19
FY	2018	RR	\$ 80,601	10/01/17	06/30/19	08/15/19
TOTAL			\$ 1,870,141			

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017

Interim Permit/New Liquor License The Outside Inn

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

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. Ayana Danielle Malarchik, for The Outside Inn, located at 4907 South Highway 92, Sierra Vista, AZ 85635.

Background:

Ms. Ayana Danielle Malarchik, has applied for an interim permit/new liquor license for The Outside Inn, located at 4907 S. Highway 92, Sierra Vista, AZ 85635. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2016 tax year. 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 recommends approval of the liquor license and is working with the applicant on health-related issues with the subject property and to permit the food establishment.

Ms. Ayana Danielle Malarchik 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

rec'd 6/19/17
via email

17 JUN 16 Liq. Lic. AM12:42

17 JUN 6 Liq. Dept AM10:22



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

DLIC USE ONLY	
License #	12023199
Date Accepted:	6-16-17
CSR:	C.A.

Application for Liquor License
Type or Print with Black Ink

Parcel # 107-68-001J

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. § 44-6952)

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.): Restaurant 12 2. LICENSE # (if issued): 12023199

SECTION 4 Applicants

1. Agent's Name: Malarchik Ayana Danielle
Last First Middle

2. Applicant/Licensee Name: Malarchik Hospitality LLC
(Ownership name for type of ownership checked on section 1)

3. Business Name (Doing Business As-DBA): The Outside Inn B1009758

4. Business Location Address: 4907 South Highway 92 Sierra Vista AZ 85660 Cochise
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 4907 South Highway 92 Sierra Vista AZ 85660-3614
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 520-378-4645 Daytime Contact Phone: 520-250-4345

7. Email Address: owners@theoutsideinnaz.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? Cochise

Fees: <u>\$100</u> Application	<u>\$100</u> Interim Permit	Department Use Only <u>\$50</u> Site Inspection	<u>\$44</u> Finger Prints	<u>\$294.00</u> Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 5 Background Check

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

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

a) Date Incorporated/Organized: 05/01/2017 State where Incorporated/Organized: Arizona

b) AZ Corporation or AZ L.L.C. File No: L21861407 Date authorized to do business in AZ June 7th 2017

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
Malarchik	Ayana	Danielle	Member's Owner	50%	2476 Sun Crest Drive	Sierra Vista	85650	85650
Malarchik	Patrick	Michael	Member's Owner	50%	2476 Sun Crest Drive	Sierra Vista	85650	85650

(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/Motell 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: 12021040

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

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

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

NOTARY

State of Arizona }
 County of Cochise }

On this 31st Day of May, 2017 before me personally appeared David Bain
(Print Name of Document Signer)

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

OFFICIAL SEAL
NICHOLE COBB
 Notary Public - State of Arizona
 COCHISE COUNTY
 My Commission Expires Dec. 18, 2020

[Signature]
 Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204
 EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

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

2. Assignee's Name: _____
 Last First Middle

License Number: _____

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

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

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

1. I am the:

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

2. If the premises is leased give lessors: Name: David Bain
 Address: 4518 Shoshoni Ave Sienna NV 85650
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ 0 or Other: _____

4. Total money borrowed for the Business not including lease? \$ 95,000

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

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
Discover	Personal	loan	35,000	P.O. Box 6105	Carol stream	IL	60197
Sofi	Personal	loan	50,000	375 Healdsburg Ave #280	Healdsburg	CA	95448

(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? 07 / 30 / 2017

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.

North

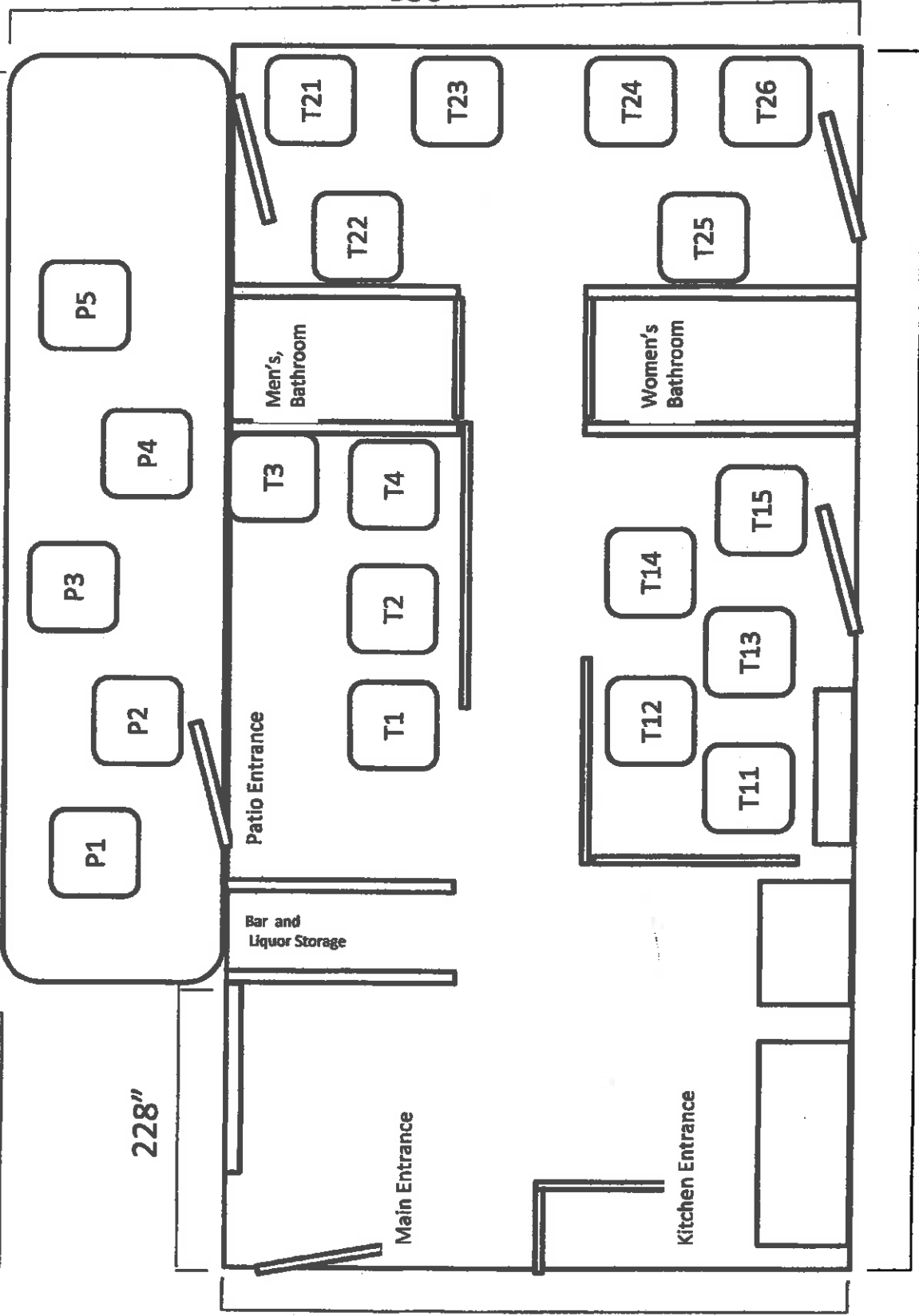
*17 JUN 16 Lic. Lic. PH1243

350"

335"

West Facing

228"

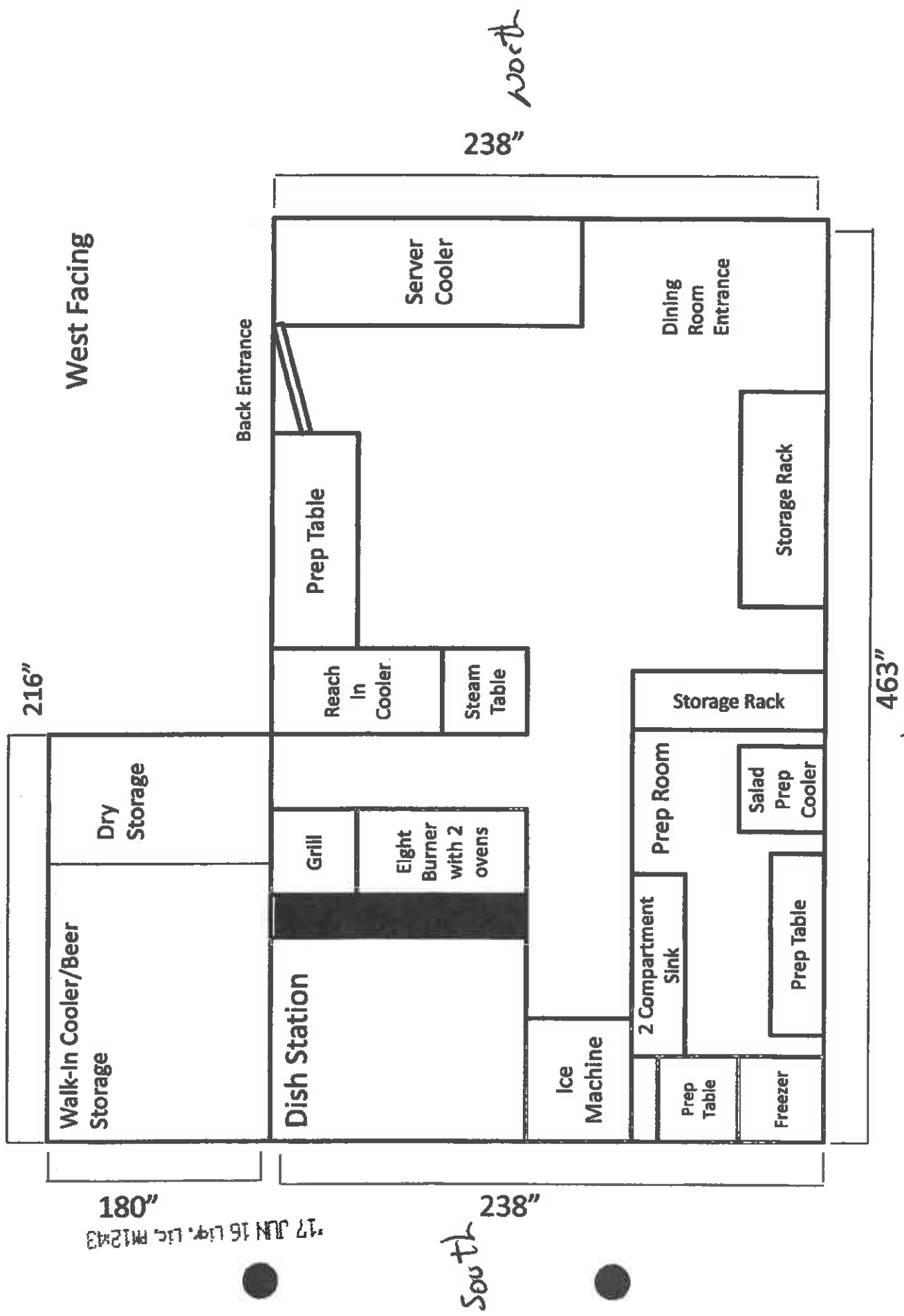


563"

East

South 238"

Blow up Area of Kitchen Area



17 JUN 16 1:47 PM 1243

-Section 12 continued on next page-

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

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

AM

Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

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

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

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) Malarchik 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

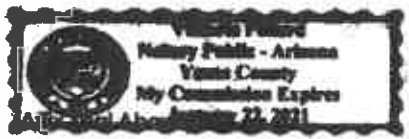
County of Yuma }

On this 5 Day of June, 2017

before me personally appeared Ayana Danielle Malarchik

(First 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.



Victoria Pollard
Signature of NOTARY PUBLIC

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

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

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

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

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

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Ayana Danielle Malarchik Address: 4907 South Highway 92
Business Name: The Outside Inn City/Zip: Sierra Vista/85635
Liquor License #: 12023199 Parcel #: 107-68-001J
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): Patrick Michael Malarchik

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:

The Environmental Health Division recommends approval and is working with the applicant to permit the Food Establishment.

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: Tim Wyatt Title: Environmental Health Specialist III
Signature:  Date: July, 13, 2017
Contact phone: 803-3920 Email: TWyatt@cochise.az.gov

Return completed form with any attachments by: 6/30/17

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: Ayana Danielle Malarchik **Address:** 4907 South Highway 92
Business Name: The Outside Inn **City/Zip:** Sierra Vista/85635
Liquor License #: 12023199 **Parcel #:** 107-68-001J
Ownership Type: Limited Liability Corporation **Liquor License** **Special Event Liquor License**
Partner(s): Patrick Michael Malarchik

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: N/A - Series #12 licenses are exempt from the 300 foot rule

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 <input checked="" type="checkbox"/>	N <input type="checkbox"/>	Zoning:	General Business (GB)
Use permitted by P&Z?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	Permit#:	3608
Date Permit Issued:	03/18/80		Use Permitted:	Restaurant
If use not permitted, is it LNC?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	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:** June 27, 2017
Contact phone: 520.432.9300 **Email:** Dflores@cochise.az.gov

Return completed form with any attachments by: 6/30/17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-8200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Ayana Danielle Malarchik **Address:** 4907 South Highway 92
Business Name: The Outside Inn **City/Zip:** Sierra Vista/85635
Liquor License #: 12023199 **Parcel #:** 107-68-001J
Ownership Type: Limited Liability Corporation **Liquor License** **Special Event Liquor License**
Partner(s): Patrick Michael Malarchik

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: There have not been a significant number of incidents at the named location within five (5) years prior to the application

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

Disapproval

No Recommendation

Name: Sam Farris

Title: Commander

Signature: 

Date: 07/11/2017

Contact phone: 520-432-9500

Email: sfarris@cochise.az.gov

Return completed form with any attachments by: 6/30/17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Ayana Danielle Malarchik Address: 4907 South Highway 92
Business Name: The Outside Inn City/Zip: Sierra Vista/85635
Liquor License #: 12023199 Parcel #: 107-68-001J
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): Patrick Michael Malarchik

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX Yes No

If not, please attach pertinent documentation.

Comments: PAID IN FULL FOR THE 2016 TAX YEAR

Name: KATHLEEN WILSON Title: TAX SPECIALIST I
Signature: KATHLEEN WILSON Date: 06/23/2017
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 6/30/17



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: 6/28/17 Date of Posting Removal: 7/20/17

Applicant's Name: Malarchik Ayana Danielle
Last First Middle

Business Address: 4907 South Highway 92 Sierra Vista 85635
Street City Zip

License #: 12023199

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 CODE ENFORCEMENT OFFICER 432-9300
Print Name of City/County Official Title Phone Number

[Signature] 7/20/17
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.

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 07/25/2017

Tourism Council Intergovernmental Agreement

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:** 1

NAME of PRESENTER: Ed Gilligan **TITLE of PRESENTER:** County Administrator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the Intergovernmental Agreement (IGA) between Cochise County, and the cities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone and Willcox to update the responsibilities of the Cochise County Tourism Steering Committee in the amount of \$34,165 for the period of July 1, 2017 through June 30, 2020.

Background:

The Cochise County Tourism Council has been in existence in some form since approximately 1975. In 2002, an IGA was put into existence. It has not been updated since inception and it is the desire of all the communities to revise the IGA to ensure continuation of the Tourism Council.

On November 17, 2016, the county and cities managers met to discuss revising and updating the existing IGA.

A joint meeting with the Cochise County Tourism Council and the Steering Committee was held on January 5, 2017 where members agreed continuing the Tourism Council, under a new IGA, was in the best interest of all. It was agreed that the County would work with the City of Sierra Vista to revise and update the IGA and send back to both Steering Committee and Tourism Council for comments. That was completed and a few changes were incorporated into the document.

On July 13, the members of the Cochise County Tourism Steering Committee met to approve the IGA before you today. The next step is to have each government body adopt the new IGA.

The dues structure currently in place is not changed under this IGA, and the responsibility of the fiscal agent will be moved from Cochise County to the City of Sierra Vista effective July 1.

Department's Next Steps (if approved):

Return the signed document to the Board Office to forward to the City of Sierra Vista. Work with the Finance Dept to close out existing funds in the CCTC budget and transfer funds remaining over to City of Sierra Vista.

Impact of NOT Approving/Alternatives:

The existing IGA, which is outdated since 2002, will remain in place.

To BOS Staff: Document Disposition/Follow-Up:

Send one original copy to the City of Sierra Vista, and one copy to Lisa Marra in the Board Office.

Attachments

IGA

**INTERGOVERNMENTAL AGREEMENT
SUPPORTING THE CONTINUED OPERATION OF
THE COCHISE COUNTY TOURISM STEERING COMMITTEE
AND APPROVING RELATED ACTIVITIES**

This Intergovernmental Agreement, made and entered into by and between Cochise County, a body politic (hereinafter referred to as "the County") and the following municipal corporations: the City of Benson, the City of Bisbee, the City of Douglas, the City of Sierra Vista, the Town of Tombstone, and the City of Willcox (hereinafter referred to collectively as "the Cities").

RECITALS

WHEREAS, the County and the Cities have determined that it is mutually beneficial to jointly fund a coordinated effort at attracting tourism to Cochise County, and have been consistently supporting said effort through an intergovernmental agreement passed by its respective elected bodies in 2002; and

WHEREAS, tourism is the number one industry in the State of Arizona, and Cochise County and its cities and towns benefit economically by increased visitors and visitor spending in their respective jurisdictions; and

WHEREAS, each of the jurisdictions have limited resources to apply to visitor attraction and wish to maximize the value of their public funding by pooling resources in order to strengthen the reach of tourism outreach efforts and programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to update and ensure continuation of the Cochise County Tourism Steering Committee, hereinafter "CCTSC;" to specify a funding structure to promote regional tourism; and to reaffirm the mission of the CCTSC, which shall be to enhance economic prosperity of the participants and their citizens by promoting and developing tourism in Cochise County through cooperative leadership and a regional approach, augmenting the efforts of the individual Cities.

II. RESPONSIBILITIES OF THE CCTSC

The Cochise County Tourism Steering Committee is hereby delegated the responsibility of overseeing a regional tourism attraction program on behalf of the County and all participating Cities. The County or City/Town Manager/Administrator or equivalent staff member from each participating jurisdiction shall serve as the representative on the CCTSC. The CCTSC shall meet at least once annually, with additional meetings determined by the body at its discretion.

The CCTSC is responsible for the following:

- A. Approving an annual program of work and corresponding budget for regional tourism that correlates with the funds contributed by its member jurisdictions as specified in Section IV of this agreement.
- B. Coordinating with the Designated Fiduciary Agent (more specifically identified in Section III) to ensure expenditures are being made in accordance with the approved budget, CCTSC direction, and generally accepted accounting principles.
- C. Evaluating the effectiveness of the regional tourism program.

- D. Ensuring the financial viability of the regional tourism program, which may include a periodic review of contributions made by member jurisdictions. In the event that one or more jurisdiction fails to budget for or to pay its allocated share of costs, the CCTSC shall determine how to reallocate costs and shall approve a revised program of work and budget that does not exceed the remaining available budgeted funds.
- E. Utilizing the expertise of tourism professionals within each of the participating jurisdictions through the appointment and oversight of a Cochise County Tourism Council (CCTC) consisting of one member from each jurisdiction. The CCTSC shall determine and periodically update written tasks and responsibilities, appointment procedures, committee expectations, and operating procedures of the CCTC.
- F. Determining and establishing, as necessary, other committees or advisory groups as it deems appropriate to provide necessary technical or administrative support in accomplishing the mission of the CCTSC, or delegating that ability to the CCTC.

III. DESIGNATED FIDUCIARY AGENT

Collection of participating jurisdiction contributions and the expenditure of said funds in accordance with state and local laws and generally accepted accounting principles shall be the responsibility of one of the jurisdictions, hereinafter referred to as the Designated Fiduciary Agent. Beginning July 1, 2017, the City of Sierra Vista shall serve as the Designated Fiduciary Agent until such time as this agreement is no longer in effect, or an alternate jurisdiction is approved by the CCTSC.

The Designated Fiduciary Agent shall be responsible for:

- A. Ensuring compliance with federal, state and local laws in the operation of the CCTSC, its committees, awarded grants, and financial oversight.
- B. Acting as applicant and fiscal agent for grants authorized by the CCTSC.
- C. Providing periodic financial reports to the CCTSC as requested.
- D. Overseeing staff, contractors and vendors utilized to implement the program of work, and providing general liability and worker's compensation insurance as appropriate.
- E. Serving as the designated point of contact for the CCTSC and CCTC unless determined otherwise by the bodies.

IV. COUNTY AND CITIES CONTRIBUTION

- A. Each participating jurisdiction agrees to pay to the Designated Fiduciary Agent its respective share of the associated costs, as recommended and approved by the CCTSC and subsequently approved by each respective governing body, said sum payable in quarterly allotments of each fiscal year in which this agreement covers. Failure of a City to pay shall, at the discretion of the CCTSC, terminate any rights that City may have to participate in tourism planning and coordination, and the receipt of any services or other benefits under this Agreement. Until such contributions are modified and approved by the CCTSC, they remain as follows:

Cochise County	\$ 34,165
City of Benson	\$ 10,011
City of Bisbee	\$ 10,572
City of Douglas	\$ 13,917
City of Sierra Vista	\$ 20,000
City of Tombstone	\$ 8,810
City of Willcox	\$ 9,615

- B. Changes to contributions specified in this section shall require the approval of the governing bodies of each jurisdiction. Nothing in this Agreement shall obligate the County or any City to participate financially at any level of support not specifically approved by the governing body of the jurisdiction, or to assume any financial burden of another party.

V. AUTHORITY TO ENTER AGREEMENTS

The County and the Cities have authority to enter this Agreement pursuant to A.R.S. §11-95 *et seq.* The County has the authority pursuant to A.R.S. §11-254.04 to appropriate monies from the general fund for the purpose of economic development activities operated and maintained within the boundaries of the county and which the Board of Supervisors determines is for the economic benefit of the County residents. The Cities, pursuant to A.R.S. §9-500.11, may appropriate and spend public monies for and in connection with economic development activities. The County and the Cities expressly find that the tourism-related activities sponsored under this Agreement constitute "economic development activities" under the above-referenced statutes in that they will assist in the creation or retention of jobs and will otherwise improve or enhance the economic welfare of the inhabitants of the County and the Cities.

VI. INDEMNIFICATION AND INSURANCE

- A. Designated Fiduciary Agent agrees to hold harmless the County and Cities, their officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from the Designated Fiduciary Agent's performance pursuant to this agreement. It is understood and agreed that the Designated Fiduciary Agent may elect to self-insure against any or all of the risks enumerated in this section. The Designated Fiduciary Agent shall provide the County and Cities with current insurance certificates or the evidence of coverage if requested.
- B. The County and Cities agrees to hold harmless the Designated Fiduciary Agent and each participating City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from each City's performance pursuant to this agreement. It is understood and agreed that any City may elect to self-insure against any or all of the risks enumerated in this section. Each City and County shall provide the Designated Fiduciary Agent or other participating Cities with current insurance certificates or evidence if requested.

VII. TERM AND TERMINATION

- A. The term of this Agreement shall begin on July 1, 2017 and shall continue through June 30, 2020. This Agreement shall thereafter automatically be renewed for three successive one-year periods unless terminated in writing by any of the Cities.
- B. Any participating jurisdiction may terminate this Agreement upon written notice to the Designated Fiduciary Agent no less than 120 days prior to the end of a fiscal year, or renewal period. Unless the Agreement is terminated by three or more of the Cities, it shall continue in force and effect with respect to the non-terminating parties.
- C. In addition to the other termination provisions herein, this Agreement may be terminated by mutual agreement of all participating jurisdictions. In the event of termination prior to the end of the contract period of any renewal period, County and Cities shall be required to pay only their proportionate shares of all services actually performed to date and any expenses required to conclude the termination of services.
- C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.
- D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by a participating jurisdiction pursuant to this agreement shall be and remain the property of said jurisdiction.

VIII. WAIVER

Waiver, or the failure of any party at any time to require performance by the other, of any provision herein, shall in no way affect that party's subsequent rights and obligations under that provision. Waiver by any party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

IX. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the participating jurisdictions with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

X. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

XI. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.
- B. All parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XII. APPROVAL OF THE PARTIES

- A. Before the Agreement shall become effective and binding upon the parties, it must be approved by the County Board of Supervisors and the Council of each participating city. In the event that any party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.
- B. Pursuant to A.R.S. § 11-952(D), counsel for each party to this Agreement has determined that the foregoing Agreement is in proper format and is within the powers and authority granted to the respective public agency.
- C. This Agreement may be signed by the respective parties in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument, provided that all parties have approved and executed one or more such documents prior to recordation.

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 07/25/2017

Joint Communications Center - SEACOM IGA

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:** 1

NAME of PRESENTER: Ed Gilligan **TITLE of PRESENTER:** County Administrator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Adopt Resolution 17-12 to approve the Intergovernmental Agreement between Cochise County ("County") and the City of Sierra Vista ("City") for Regional 911 Communications and establishment of the Southeastern Arizona Communications Center (SEACOM).

Background:

For over twelve years, Cochise County and the City of Sierra Vista have discussed and taken steps to establish a Regional Joint Communications Center for the benefit of both organizations, municipalities and fire districts within the county, and our respective residents. Starting with an assessment in 2004, there have been a number of ideas considered, in collaboration with the Cochise County Sheriff.

Several years ago, as a result of generous benefactor, both the County and City were able to upgrade their respective communications systems. New consoles were purchased, new dual band radios deployed for law enforcement personnel, and upgrades to the Spillman software system were made as well. Sheriff Dannels received two grants from Governor Ducey totaling \$1.5 million dollars, to be applied toward the joint communications center, and additional funds were provided via the Buffett Foundation to purchase a building and fund all improvements for the facility. The building on Paseo San Luis in Sierra Vista is nearing completion, and work is continuing between the City and County to plan for the eventual integration of both dispatching centers and staff into one facility.

Department's Next Steps (if approved):

Send two originals to the city of Sierra Vista and request one fully executed original be returned.

Impact of NOT Approving/Alternatives:

We will not be a member of SEACOM.

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

Attachments

Agreement

Memorandum

Resolution

**Intergovernmental Agreement Between
Cochise County ("County") and
the City of Sierra Vista ("City") for
Regional 911 Communications and Establishment of the
Southeastern Arizona Communications Center (SEACOM)**

WHEREAS, dispatch services for law enforcement, fire, and emergency medical services in Cochise County are presently provided by the County and each independent municipality; and

WHEREAS, the parties desire to improve dispatch services in the County and minimize response time for law enforcement, fire and emergency medical services, thus providing better public service; and

WHEREAS, the parties desire to improve efficiencies in how dispatch services are currently provided and achieve an economy of scale to eventually reduce the overall cost of dispatch services to multiple jurisdictions within the County; and

WHEREAS, the County and the City are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

WHEREAS, both the County and the City are authorized to spend public monies for and in connection with the provision of 911 emergency communications and other public safety dispatching services; and

WHEREAS, County and the City conclude that it is in their common interest to contribute to and partner on the establishment and operation of a joint regional communication center for the benefit of both organizations and the communities they serve; and

WHEREAS, the County and the City desire to provide mechanisms that would allow other entities in Cochise County to utilize the joint regional communication center for 911 emergency communications and other public safety dispatching services,

NOW, THEREFORE, the parties to this Agreement hereby resolve to act jointly and cooperatively consistent with their independent authority to consolidate dispatch services in Cochise County through the creation of a consolidated emergency services communication center to be known as the "Southeastern Arizona Communications Center" (SEACOM) and the operation of such as a 911 dispatch and communications center pursuant to A.R.S. § 11-952.

I. PURPOSE

This Intergovernmental Agreement establishes SEACOM as a joint endeavor between the County and City, with the following objectives:

A. To save lives with efficient and effective emergency call processing time and protocols in order to minimize response times to emergency incidents.

B. To provide essential emergency and non-emergency communication services to emergency responders.

C. Where possible, to consolidate emergency communication and dispatching services for the County, City and other municipalities and fire districts in Cochise County in order to provide efficient and cost effective services to all participating jurisdictions' citizenry.

D. To enhance emergency communication between emergency responder personnel of local governments and fire districts for the benefit of their respective citizenry.

E. To meet all federal and state requirements in the provision of emergency communications.

F. To provide for appropriate oversight of SEACOM for all participating jurisdictions.

G. To provide an outline for the addition or withdrawal of parties to SEACOM (with further detailed mechanisms to be set forth in the SEACOM bylaws).

II. JOINT EXERCISE OF POWERS--PARTICIPANTS

The SEACOM shall exist as an organization consisting of the following participants, which will jointly exercise their powers pursuant to A.R.S. § 11-952:

A. Principals. The City and County shall be known as "Principals" as its initial signatories, and shall have an ongoing responsibility for the long-term success of the consolidated dispatch operations. Both entities shall have voting representation on the SEACOM Board of Directors as more specifically set forth in Section V of this Agreement.

B. Partners. Additional municipal participants shall be known as "Partners" and shall have voting representation on the SEACOM Board of Directors as more specifically set forth in Section V of this Agreement. Any governmental entity that receives 911 calls and provides comprehensive dispatching services to the employees of its agency/organization shall be eligible to participate in SEACOM as a Partner.

C. Subscribers. Additional governmental participants that elect by contract or agreement to receive services from SEACOM and shall participate on a "fee for service" basis consistent with the policies established by the SEACOM Board of Directors shall be known as "Subscribers." Subscribers shall not have representation on the SEACOM Board except as expressly allowed in Section V of this Agreement.

D. Participants. All Principals, Partners and Subscribers, as they may be so constituted from time to time, are herein collectively referred to as "Participants," and individually as "Participant."

E. Board of Directors. SEACOM shall be governed by a Board of Directors as more specifically delineated in Section V of this Agreement.

III. SEACOM OPERATIONS

The operations of SEACOM will be conducted under the following general conditions, subject to more specific operational procedures and policies established and approved by the SEACOM Board of Directors:

A. Facility. SEACOM will be located at 1728 Paseo San Luis, Sierra Vista in a building solely owned by the County. The County will retain ownership and be responsible for ongoing maintenance of the building.

B. Equipment, Technology and Software.

a. All new equipment needed to commence operation of SEACOM will be acquired by the County as fiscal agent for SEACOM, including but not limited to computer hardware; phones and other dispatching equipment; copy/fax machines; communication towers, antennas and repeaters; etc.

b. Ownership of any equipment relocated from the City to SEACOM will continue to be owned by the City until the end of its useful life, and any equipment relocated from the County to SEACOM will continue to be owned by the County until the end of its useful life.

c. SEACOM will be responsible for maintenance of all equipment used in the operation of the joint dispatching center commencing with the start date of the agreement, regardless of current ownership.

d. Replacement or upgraded equipment shall be the responsibility of SEACOM.

e. Acquisition, maintenance, replacement and ownership of all equipment needed by law enforcement or other first responder personnel to participate in the joint dispatching operation from within the field is the sole responsibility of each Participant. This includes but is not limited to radios, mobile data terminals, tablets, communication towers and cellular or other telephone devices. All communication towers in place by December 1, 2016 shall remain the sole responsibility of the Participant that owns said towers.

f. Each Participant will be responsible for integrating its record management system with SEACOM, with all jurisdiction costs for equipment and software required for integration the responsibility of each Participant.

g. SEACOM shall use Spillman as the software system for all operations of the communications functions. Any change from the use of this vendor for SEACOM operations shall require a two thirds (2/3) vote of the Board, only following a detailed written analysis by the Director and the review and recommendation of the Operations Committee.

h. Each Participant shall obtain, update and maintain appropriate Spillman licenses and associated hardware required to integrate with SEACOM at the Participant's sole expense.

i. Participants shall obtain written approval by the Director for any software enhancements to the agency's communications system that require connection to or integration with the SEACOM system or infrastructure. Such approval shall not be unreasonably withheld, but any additional costs to SEACOM associated with such Participant-requested enhancements shall be the sole responsibility of the benefitting agency.

j. Each Participant shall retain responsibility and authority for its operational departments and for such equipment and services as are necessary at its place of operations to interconnect to SEACOM.

C. Personnel.

a. SEACOM will retain all current dispatch employees of the County and City, subject to the supervision and discipline of the SEACOM Director and the oversight of the SEACOM Board. The relationship and responsibilities among SEACOM, such current employees, and their current employers, and personnel rules shall be set forth more fully in the SEACOM Bylaws.

b. SEACOM may hire qualified personnel who currently are employed by a Participant (other than the County or City). SEACOM may hire other qualified personnel. Any such personnel shall be employees of the County as fiscal agent, and subject to the County's merit and other personnel and HR rules and regulations. It is the goal of SEACOM to eventually transition toward SEACOM serving as the single employer (through the County as fiscal agent) of all SEACOM employees, while ensuring that existing personnel are not negatively impacted.

D. Responsibilities. SEACOM shall perform the following services along with all ancillary tasks required to provide said services:

a. Effectively receive calls for routine and emergency assistance based on structured call intake protocols, and coordinate response resources to those calls for service through the appropriate Participant in accordance with policies and procedures established and approved by the SEACOM Board.

b. Provide all Participants with a single contact point for the notification of emergencies and receipt of emergency assistance request, and for the control of coordinated dispatch for law enforcement, fire and EMS.

c. Provide the public and field response agencies with highly trained, certified and/or credentialed dispatch personnel who strive to provide the best service possible to all parties involved.

d. Accurately collect and preserve data from emergency calls and related information in accordance with state laws, Participant needs, and policies and procedures established and approved by the SEACOM Board.

e. Other responsibilities as determined by operational necessity and approved by the SEACOM Board.

IV. BUDGET AND COST-SHARING

One of the purposes in establishing SEACOM is to create additional efficiencies and, thus, cost-savings, in operating dispatch services for the County, the City, and other Participants. It is understood and acknowledged that the ability to identify and create such efficiencies and cost-savings may take time as SEACOM becomes operational. It is further understood and acknowledged that the ability to identify and establish an appropriate cost-sharing arrangement among the City, County and other Participants until SEACOM becomes operational is very limited. Accordingly, for the period during FY2017-18 that SEACOM is operational, and very likely for FY2018-19, SEACOM will be operated financially as effectively a merger of City and County operations, with each party contributing the amount they would otherwise have budgeted for their independent dispatch operations. Any amounts not expended during FY2017-18 shall be used as a reserve for future SEACOM operations. During FY2017-18 and FY2018-19, the SEACOM Board shall determine an appropriate budget and cost-sharing arrangement for operations beginning in FY2019-20 (or earlier, if feasible), in accordance with the following principles:

a. The total cost of the operations, capital replacement, capital enhancement and reserve for SEACOM shall be funded entirely by the Participants.

b. The initial investments by the County and City in establishing SEACOM, including the cost of the building, rehabilitation of the building, initial equipment and transition expenses will be excluded from the formula, and thus not charged to Participants, for recovering costs.

c. Future capital replacement, capital enhancement, and reserve funds shall be included in the formula for recovering costs of SEACOM, in addition to ongoing operational costs.

d. Budgeted operational costs shall include reimbursement to the County for building maintenance and for acting as fiscal agent.

e. Total such costs shall be allocated to Participants through an appropriate metric that is based on workload, number of calls, population, or a combination thereof. The metric will be reviewed at least every two years and, if appropriate, revised accordingly.

f. The initial budgeted total costs, and the appropriate metric to cover such costs, shall commence beginning FY2019-20 (or earlier, if feasible). Such budget and metric shall be

determined by the SEACOM Board; provided, however, that the determination of the initial budget and metric shall require the affirmative votes of both the City and the County.

- g. **Fiscal Year.** The fiscal year of SEACOM shall correspond with Cochise County.

V. SEACOM BOARD OF DIRECTORS

A. **Membership.** SEACOM shall be governed by a Board of Directors ("Board"), which may form other committees and sub-committees to assist the Board in the management and operation of SEACOM. The County Board of Supervisors shall be represented on the Board by the County Administrator. The City, as a Principal, shall be represented on the Board by the City Manager. Each municipal Partner shall be represented by its City/Town Manager or equivalent executive position. In addition, at such time as at least three fire districts elect to contract for services with SEACOM as Subscribers, the districts shall be entitled to one seat on the Board selected by all said fire district Subscribers jointly through a process of their choosing annually. The Chair of the Operations Committee (see below) will also serve on the Board, ex-officio. All Members of the SEACOM Board of Directors shall serve without compensation from SEACOM.

B. **Board Function.** SEACOM, through its Board and as authorized by each Participant's governing board, shall have those powers as set forth in this Agreement and as granted by the Participants, in accordance with Arizona law. The Board shall serve as the policy making body of SEACOM. Among its other duties, the Board shall:

- a. Hire and oversee the SEACOM Director who will be responsible for the management and oversight of SEACOM and who shall serve at the pleasure of the Board.
- b. Make bylaws and establish rules and regulations governing SEACOM, except that if the Board does not adopt a specific policy, the County's policies shall apply.
- c. Hold regular meetings for the purpose of SEACOM business, which at a minimum shall be quarterly, or as set forth in the SEACOM bylaws.
- d. Determine the operational and capitalization needs of SEACOM.
- e. Establish and approve an annual fiscal year budget of expenditures for a consolidated dispatch, after considering the recommendations of SEACOM's Participants and professional staff, and develop subscription rates and assessments for Principals, Partners and Subscribers in an amount sufficient to cover needed revenues for the SEACOM.
- f. Accept, receive and administer grants or other funds or gifts for the purposes of carrying out the functions of this agreement.
- g. Develop a Subscribers Use Contract for services, setting forth user fees, charges for delinquencies, and the possibility of adjustments based on use of the SEACOM.

h. Approve policies and standard operating procedures for the operation of SEACOM in consultation with SEACOM's professional staff and the standing SEACOM Operations Committee more specifically defined in Section VI of this Agreement.

i. Consider and resolve questions, issues and disputes presented to the Board regarding services, operations, fees or other issues pertaining to SEACOM.

j. Enter into subscription agreements with third party private ambulance companies, air transport and other private first responders for dispatch services and set rates for such entities.

k. Develop and approve third party contracts for goods and services necessary to fully implement the purposes of this Agreement.

l. After receiving a recommendation from the SEACOM Director, and the SEACOM Operations Committee, approve a staffing plan for SEACOM.

m. Enter into Intergovernmental Agreements with Participant agencies to allow assignment of said agency personnel to SEACOM, and may allow said personnel to apply for promotional opportunities when available.

n. Establish the salary rates and compensation levels of SEACOM employees in consultation with Cochise County as fiscal agent.

o. Acquire equipment and facilities necessary for the operation of the dispatch center.

p. Recognize that as public funds are the source of the SEACOM budget and that SEACOM exists to serve the taxpayers and residents of the Participants, and as such, transparency in the operations of the SEACOM is a paramount consideration. As such, the SEACOM Board shall comply with Arizona's open meeting laws, and shall ensure the organization's records are maintained in accordance with the public records law of the State of Arizona.

q. Ensure that SEACOM has sufficient liability, property, and other insurance coverage for the operations of the consolidated dispatch center with coverage and limits necessary to protect SEACOM, its Board, and Participants from legal liabilities that may result from the operations of the dispatch center.

r. Recommend, consider and approve the admission of any new Subscribers who formally request to join SEACOM, and determine the terms for their admission. New Subscribers shall only be approved by the Board upon a determination that it is in the best interests of SEACOM.

s. Through the fiscal agent, lease or purchase land, construct such facilities as determined necessary to carry out the purpose of SEACOM, and to sell, convey, lease, exchange, transfer, and otherwise dispose of any or all of the SEACOM property and assets. Through the fiscal agent, may, on behalf of the SEACOM, hold radio frequency licenses to enable the

SEACOM to operate radio communications and dispatch systems to meet its public safety responsibilities.

t. Ensure that the SEACOM complies with all federal and Arizona laws, including the laws applicable to dissemination of criminal history records and medical records.

u. To perform other duties as are relevant to the functions of this Agreement.

VI. SEACOM OPERATIONS COMMITTEE

The Board shall establish a standing committee known as the SEACOM Operations Committee that shall meet regularly with the SEACOM Director to assess and oversee the services of SEACOM and periodically make recommendations to the Board. The Committee shall consist of the Sheriff; the chiefs of all police departments and fire departments of Participants; and the chiefs of all fire district Participants, all with equal voting rights in making recommendations. The Committee shall be chaired by the Sheriff, unless the Sheriff declines said chairmanship in writing, in which case the members of the committee shall elect a Chair. In the event a regular Committee Member is unable to attend a meeting, that Participant may designate an alternative Member who may appear and vote in his or her stead.

The SEACOM Operational Committee shall have the following responsibilities.

a. Oversee the transition of dispatch services to the consolidated model, and make determinations as to when the transition is appropriate.

b. Represent the needs of law enforcement, fire service and emergency medical functions and organizations served by SEACOM.

c. Review, draft and approve policies and standard operating procedures for the operation of SEACOM, subject to approval by the Board as delineated in SEACOM by-laws.

d. Develop and recommend a staffing plan for the operation of SEACOM.

e. Develop and set performance benchmarks, standards and goals for the consolidated dispatch center, and monitor on an on-going basis.

f. Develop plans and strategies for the ongoing operation, maintenance and enhancement of the SEACOM facility and equipment.

g. Regularly assess services and recommend operational efficiencies or changes in procedures in order to meet the needs of Participants and comply with relevant laws and requirements.

h. Submit any concerns raised by Operations Committee members that are not addressed by the SEACOM Director to the Board of Directors for review and resolution.

VII. SEACOM DIRECTOR

A. The SEACOM Board shall hire a Director who shall be responsible for the operation, management, hiring, and employee supervision of the staff of the SEACOM dispatch center. The Director shall serve at the pleasure of the Board, and can be dismissed for cause or without cause at any time. The Director shall report to the Board, and shall work closely with the Board, the Operations Committee and any other committees as may be established by the Board regarding all operational issues impacting the dispatch services provided by SEACOM.

B. Responsibilities delegated to the Director by the Board shall include:

a. Serving as the administrative head of SEACOM, responsible for day to day operations.

b. Hiring, supervising, disciplining, and terminating employees; developing performance standards and ensuring personnel are appropriately trained, supervised and evaluated.

c. Preparing a proposed budget for Board approval annually, in coordination with the designated Fiscal Agent.

d. Effectively managing SEACOM operations within the approved annual budget.

e. Procuring services, equipment and supplies as needed for the operation of SEACOM, in accordance with County procurement policies and rules, and working through the County as Fiscal Agent.

f. Overseeing all SEACOM activities related to call-taking, dispatching, records (custodian), recording, staffing, training, technology, and security.

g. Serving as the designated representative of SEACOM with Participants to resolve issues.

h. Identifying and working with potential future partners and subscribers to enhance participation in SEACOM when advantageous.

i. Participating in a non-voting capacity in meetings of the Board, Operations Committee and any other committees as may be established by the Board; providing advice and/or specific recommendations to the board/committees as may be requested or needed on matters of dispatch operations, administrative and technical (computer and communications systems) issues, and overall management and operations of SEACOM as a joint dispatch center.

j. Developing appropriate long-range plans for consideration by the Operations Committee and Board.

k. Performing all other duties as may be assigned by the SEACOM Board.

1. Follow the SEACOM bylaws, operational policies, procedures, protocols and other actions established by the Board of Directors.

VIII. FISCAL AGENT

The County shall serve as the Fiscal Agent for SEACOM. The Fiscal Agent will assist in managing the financial affairs of SEACOM, in coordination with its Director and Board. County agrees to perform all customary administrative responsibilities including:

a. Serving as the designated employer of the SEACOM Director. The Director will be subject to County rules and regulations governing employment while serving the Board, and will be eligible for all benefits of County employment.

b. Serving as the designated employer of SEACOM staff, administering and managing payroll and employee benefits (except for those who remain employed by the City, in which case the City shall perform these duties).

c. Providing financial management and accounting. SEACOM will be treated as an agency fund of the County for accounting, financial reporting and audit purposes. All financial records maintained by the County shall be available for inspection and review by all Participants.

d. Contracting on behalf of SEACOM, in accordance with the County Procurement Policy and Procurement Department. The Fiscal Agent shall be responsible for incurring all liabilities and paying all bills of SEACOM. Persons or entities contracting with SEACOM cannot rely upon, or seek payment from, any Participant or its assets.

e. Acquiring property on behalf of SEACOM.

f. Providing IT support.

g. When necessary, suing on behalf of SEACOM, and defending any suit brought against it.

h. Purchase Errors and Omissions insurance to provide coverage for the SEACOM Board of Directors.

i. Assisting the SEACOM Director and Board with:

- i. Preparation of an annual budget;
- ii. Day to day fiscal management;
- iii. Posting meeting notices and advising on open meeting law requirements;
- iv. Billing and receiving user fees from participants;
- v. All other related support that is customarily provided to a joint agency as fiscal agent.

IX. LEGAL REPRESENTATION

The County Attorney will provide legal representation of SEACOM; provided, however, in the event that the County Attorney or the Board determines that the County Attorney has a conflict of interest in a particular matter, the Board may in its discretion hire outside counsel to

represent it on that particular matter. The cost for representation by the County Attorney will be included as a flat fee in the amount to be paid to the County for performing its duties as Fiscal Agent. The cost of outside legal counsel shall be shared by the Participants in accordance with the membership/fee structure established for the operation of the facility.

X. DURATION AND TERMINATION

A. Term. This Agreement shall take effect on September 1, 2017. It shall remain in effect through June 30, 2022.

B. Voluntary Withdrawal. Thereafter, this IGA will renew automatically from year to year unless terminated, with or without cause by any Participant at least six (6) months prior to the start of the next fiscal year. Because the SEACOM budget will be based on Participant's membership in SEACOM, such termination will not take effect until the end of the fiscal year in which the notice was provided, and the terminating Participant's obligations under this IGA shall continue through the end of the fiscal year. Termination by any Participant does not affect the continuation or validity of this Agreement among other Participants.

a. Time is of the essence in giving notice of termination and/or withdrawal. The termination notice must be approved by the governing board of the terminating Participant. The termination must be in writing and sent by both email and hardcopy to the SEACOM Director and Chair of the SEACOM Board, received by both of them before six (6) months prior to the start of the next fiscal year.

b. Notwithstanding the foregoing, a Principal's participation may be terminated by the SEACOM Board at any time for delinquencies of at least 180 days in payments of user fees.

c. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to SEACOM's personal or real property, unless otherwise provided by the Board; provided further that this forfeit of rights shall not apply to personal property on loan to the SEACOM from the terminating or withdrawing Principal. Upon termination, the terminating Participant shall promptly return any and all SEACOM equipment or other assets in its possession.

d. The termination and/or withdrawal of a Participant shall not discharge or relieve any Participant of its obligations to SEACOM to pay user fees owed up to the time of the effective date of termination or withdrawal.

e. SEACOM Subscriber Use Contracts or subsequent Agreements shall provide for similar notice and conditions for termination and withdrawal.

C. Termination of Participants. Any Participant that meets one or more of the conditions listed below shall be considered to have involuntarily withdrawn from SEACOM and their participation may be terminated.

- i) Nonpayment of fees for more than ninety (90) days;
- ii) The refusal to be bound by any of its obligations under this IGA or the Bylaws; or

- iii) The refusal to be bound by policies, procedures, written directives or standard operating procedures approved by the Board.

D. The SEACOM Board, by majority vote, shall determine whether to terminate a Participant. The Board shall provide a ninety (90) day written notice to the defaulting Participant sent via certified mail and email to the Participant's Board representative or, if the Participant has no Board representative, to the Chair of the Participant's governing body. If the defaulting Participant is represented on the SEACOM Board, that representative shall count for purposes of the quorum but shall not be entitled to vote on termination.

E. The SEACOM Board of Directors will convene a meeting within thirty (30) days after the termination notice has been sent and, after giving the Participant an opportunity to be heard, shall make a final determination of termination. If the defaulting Participant is represented on the SEACOM Board, that representative shall count for purposes of the quorum but shall not be entitled to vote on termination.

F. After termination, the terminated Participant shall continue to be responsible for:

- i) Payment of its share of operational costs through the end of SEACOM's current fiscal year on the effective date of its termination;
- ii) Continuing compliance with any contractual obligations it has separately signed with SEACOM; and
- iii) The prompt return of any and all SEACOM assets and equipment in its possession.

XI. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

XII. ENTIRE AGREEMENT

This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

XIII. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

XIV. INDEMNIFICATION

Each Principal and the SEACOM Board ("Indemnitor") shall indemnify, defend, and hold harmless the other Principals and the SEACOM Board (as "Indemnitee") from and against any and all claims, losses, liability, damages, costs or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the Principals or SEACOM Board, through its Director, that are parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages. Nothing herein shall be construed to modify the gross negligence standard applicable to emergency medical technicians or paramedics as otherwise set forth in statute.

XV. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XVI. DISPUTE RESOLUTION

A. The laws of the State of Arizona shall govern this Agreement and, in the event of litigation, venue shall be in Cochise County, Arizona.

B. In the event a party initiates action to enforce its rights hereunder, the substantially prevailing party shall recover from the non-prevailing party its expenses, court and/or arbitration costs, including taxed and untaxed costs, and reasonable attorneys' fees.

C. Time shall be of the essence for all performance required hereunder.

D. Notwithstanding the foregoing, if a dispute arises out of or relates to the Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to first try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Cochise County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

XVII. NOTICES

Any notices required under this Agreement shall be mailed, by first class mail to, and be effective upon actual receipt by:

A. For the County of Cochise:

County Administrator
1415 Melody Lane, Bldg G
Bisbee, AZ 85603

B. For the City of Sierra Vista:

City Manager
1011 N. Coronado Drive
Sierra Vista, AZ 85635

XVIII. This Agreement may be cancelled as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

XIX. 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.

XX. 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.

XXI. 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.

XXII. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. This Agreement may be

executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Board of Supervisors and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

THIS AGREEMENT IS ENTERED INTO this ____ day of _____, 2017, by:

APPROVED:

APPROVED:

COUNTY OF COCHISE:

CITY OF SIERRA VISTA:

By: _____
Ann English, Chair Date
Board of Supervisors

By: _____
Frederick W. Mueller, Mayor Date
City of Sierra Vista

ATTEST:

ATTEST:

By: _____
Arlethe G. Rios, Clerk Date
Board of Supervisors

By: _____
Jill Adams, City Clerk Date
City of Sierra Vista

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: _____
Britt W. Hanson
Chief Civil Deputy County Attorney

By: _____
Nathan Williams
City Attorney

July 17, 2017

MEMORANDUM TO: Sierra Vista City Council

THRU: Charles P. Potucek, City Manager

FROM: Mary Jacobs, Assistant City Manager

SUBJECT: Approval of the Intergovernmental Agreement with Cochise County to establish the Southeastern Arizona Communications Center Joint Powers Authority

On July 17, 2016 the Sierra Vista City Council held a joint work session with the Cochise County Board of Supervisors regarding the status of the Regional Joint Communications Center and to review the draft Intergovernmental Agreement that lays the formal foundation for the establishment of a Joint Powers Authority that will be responsible for managing and overseeing the new Southeastern Arizona Communications Center (SEACOM). Both elected bodies directed that the IGA be placed on the next available agenda for approval.

Staff is recommending two minor changes to the IGA, which are included in the draft presented:

- Initial term of the IGA is through 2022. The IGA is automatically renewable year to year unless cancelled.
- A provision that allows the JPA Board to extend the "merger" status of the JPA for up to one additional year if it makes operational sense to do so. Given the potential for Century Link to delay the formal implementation, this will provide the SEACOM Board with at least a full year's worth of data before finalizing assessments and subscription rates.

What follows is the summary information provided to both bodies in advance of the work session.

Background

For over twelve years, Cochise County and the City of Sierra Vista have discussed and taken steps to establish a Regional Joint Communications Center for the benefit of both organizations, municipalities and fire districts within the county, and our respective residents. Starting with an assessment in 2004, there have been a number of ideas considered, in collaboration with the Cochise County Sheriff.

Several years ago, as a result of generous benefactor, both the County and City were able to upgrade their respective communications systems. New consoles were purchased, new dual band radios deployed for law enforcement personnel, and upgrades to the Spillman software system were made as well. Sheriff Dannels received two grants from Governor Ducey totaling

\$1.5 million dollars, to be applied toward the joint communications center, and additional funds were provided via the Buffett Foundation to purchase a building and fund all improvements for the facility. The building on Paseo San Luis in Sierra Vista is nearing completion, and work is continuing between the City and County to plan for the eventual integration of both dispatching centers and staff into one facility.

Intergovernmental Agreement

Since SEACOM is designed to provide consolidated public safety dispatching services to multiple jurisdictions, it was essential to design a structure that allows for the voices of the participating agencies to have a say in its operation. State law allows for separate governmental entities to exercise their joint powers through a quasi-independent entity for the purposes of public safety and other specific functions. This mechanism has been successfully used in other areas in Arizona, and through extensive discussions among the City and County, a draft IGA has been finalized that we believe covers the outstanding policy issues required to frame the operation of the SEACOM in the future. All other operational issues would then be left in the hands of the SEACOM Board of Directors, which would be made up largely of the local government management professionals of the participating partners, plus limited representation by the fire districts. The following summarizes the major policy points contained within the IGA, which is attached for your review:

- Cochise County and the City of Sierra Vista are identified as "Principals" in the agreement, and all future local governments as "Partners," each of which have one vote on the Board of Directors. Fire districts would have one vote on the board at such time as at least three districts become participants. Certain key decisions require at least one Principal to vote in the affirmative. Other votes require two-thirds when relating to rates, budget and other critical matters impacting each jurisdiction. The IGA specifies the functions and responsibilities of the Board.
- The SEACOM Board is responsible for hiring and overseeing the performance of a Director, who is responsible for all day-to-day operations of the joint communications center. The IGA specifies the authorities of the Director.
- A standing Operations Committee is established in the IGA chaired by the Sheriff, unless the Sheriff declines chairmanship. This committee will include the police and fire chiefs of all participating jurisdictions, and they are tasked with meeting regularly with the SEACOM Director to review the operation of SEACOM, as well as make recommendations on staffing, performance benchmarks, operational efficiencies, and other issues to the SEACOM Board. The Chair of the Operations Committee serves as an ex officio member of the SEACOM Board.
- The Board has the responsibility to establish by-laws that govern operational issues, consistent with the policy direction established in the enabling IGA. A draft set of by-laws is currently in development and will be ready for Board action following approval of the IGA by both bodies.
- The County will serve as the fiscal agent for SEACOM. All employees of SEACOM will be employed by the County as fiscal agent, although recognizing separate salary and benefit structures of current dispatch employees who will be working for SEACOM, the IGA permits those employees to continue their service and obtain the benefits of their current hiring authority.

- Because there are so many unknowns in how best to integrate finances and operations, the first year of the SEACOM operation is designed to serve as a merger rather than on the future fee-based model/assessment. The City and County have separately budgeted the continuation of their dispatching services and will utilize those funds as designated in the transition. Data will then be collected and a cost-sharing formula, and related fee schedule, determined during next year's budget process.
- The IGA specifies that all costs of the SEACOM are the responsibility of the participating jurisdictions, which will collectively pay for SEACOM's cost of operations through the cost-sharing formula. This language ensures that the County, as the fiscal agent, is not unduly burdened with costs beyond their portion as determined by the cost-sharing formula. The model will be based upon a combination of factors as determined by the JPA board, but must include workload, number of calls, and population. The initial model will require the agreement of both Cochise County and the City of Sierra Vista, with subsequent changes voted upon by the governing bodies to account for additional Participants in the SEACOM operation.
- The IGA includes appropriate protections for withdrawal and dissolution, including approval by the affected governing bodies and commitment to the fiscal year assessment.

RESOLUTION 17-__

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF SIERRA VISTA FOR REGIONAL 911
COMMUNICATIONS AND ESTABLISHMENT OF THE
SOUTHEASTERN ARIZONA COMMUNICATIONS CENTER**

WHEREAS, the City of Sierra Vista and Cochise County have been working toward the goal of establishing a joint regional communications center for the benefit of both organizations, their respective residents, and the region as a whole; and

WHEREAS, for more than twelve years, both organizations have taken steps to see this goal come to fruition by developing implementation plans, updating communications infrastructure, and pursuing outside funding; and

WHEREAS, as a result of grants from the Governor's Office as well as a private benefactor who has generously donated toward, and committed additional funding for public safety improvements in Cochise County significant steps have been taken to date to bring this goal to fruition; and

WHEREAS, regional emergency communication is a benefit to the public agencies, as well as the residents they serve; and

WHEREAS, the attached Intergovernmental Agreement between the City of Sierra Vista and Cochise County establishes the formal structure to establish the Southeastern Arizona Communications Center and ensure its sustainability into the future,

NOW, THEREFORE, BE IT RESOLVED by the Cochise County Board of Supervisors that the Intergovernmental Agreement is hereby approved, and the Board Chair, the County Administrator and County Attorney are authorized to

RESOLUTION 17-___

Re: Approving An Intergovernmental Agreement With The City Of Sierra Vista For Regional 911 Communications And Establishment Of The Southeastern Arizona Communications Center

Page | 2

take all steps necessary or desirable to implement the Intergovernmental Agreement.

PASSED AND ADOPTED by the Cochise County Board of Supervisors this 25th day of July, 2017.

Ann English, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017

EORP Interest Contribution

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 issue of the Elected Official Retirement Pension (EORP) excess contributions to the Superior Court judges in the amount of \$134,667.75 and the issue of the pre-judgment interest refunds to the applicable EORP members in the amount of \$57,623.53 and post-judgment interest of \$311.40.

Background:

On June 27, 2017, the BOS approved the issuance of the excess contributions refund to all other members of EORP and PSPRS who were impacted by the both the Hall and Parker lawsuits filed against the State. At that time, the interest rate was unknown so interest was not included in those first refunds. Since that date, the Hall lawsuit was finalized and the interest rates, 4.25% for pre-judgment interest and 5.25% for post judgment interest, have been determined proving employers the needed information to issue the interest refunds. The amount of pre-judgment interest to be paid by the County for EORP is \$57,623.53. Due to the fact that the County issued the majority of refunds, on June 28, 2017, the amount of post-judgment interest to be paid is \$311.40.

Department's Next Steps (if approved):

Finance will work to issue the refunds by Friday, July 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.

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: 07/25/2017

Over the Counter Sale

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 Arlethe Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.

Background:

One OTC bid has been received and is reflected on the attached report; in addition, the bidders will pay a \$75 administrative fee each. The bids and associated payments have been received by BOS office staff for the parcels listed on the report totaling \$5,075 (\$5,000 for the bid and \$75 administrative fee - 1 bidders).

Department's Next Steps (if approved):

Deposit check and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

Impact of NOT Approving/Alternatives:

Properties will not be sold and will not be put back on the County's tax roll.

To BOS Staff: Document Disposition/Follow-Up:

Refer to Dept's Next Steps, above.

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

Exhibit A

Total Parcels	Legal Description.Acres.Zoning	Proposed Bid	Bidder Name	Type of Deed	Address	City, State, Zip Code	Admin Fee
1	Parcel Number: 30214062 Legal Description: BOWIE N 10' OF LOT 14 & ALL LOTS 15 THRU 22 INC BLK 11 Parcel Size: 29,400.00 sq feet (0.67 acres) Zoning: GB	\$ 5,000.00	Klump Ranches LLC	Corporation	P.O. Box 448	Bowie, AZ 85605	\$75.00
	Total:	\$ 5,000.00					\$75.00

**Action 13.
County Schools**

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017

Resolution for Apache School District

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: Jacqui Clay **TITLE of PRESENTER:** County School Superintendent

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 15-469

Information

Agenda Item Text:

[ITEM TABLED FROM JULY 11, 2017 MEETING]: Adopt Resolution 17-09 declaring Apache Elementary School District #42 lapsed, attaching the territory to Douglas Unified School District #27, disposing of district property and providing for payment of debts.

Background:

Ms. Clay is recommending the adoption of this resolution due to the fact that the School District had less than eight pupils during the 2016-17 school year and anticipates fewer than eight pupils during the 2017-18 school year.

Department's Next Steps (if approved):

Record resolution and notify school district.

Impact of NOT Approving/Alternatives:

The Apache School District will be suspended and will remain inactive, but not dissolved.

To BOS Staff: Document Disposition/Follow-Up:

Send one original fully executed resolution to Rose Martinez, Schools Office and one original fully executed resolution to the Recorder's Office for recording purposes.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 07/25/2017

Public Health Emergency Preparedness IGA # ADHS17-133164, Amendment #3

Submitted By: Ray Falkenberg, 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

NAME of PRESENTER: Greg McQuaide

TITLE of PRESENTER: PHEP Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?: Community support

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 the Arizona Department of Health Services IGA #ADHS17-133164 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$237,293 effective July 1, 2017 and ending June 30, 2018.

Background:

This Public Health Emergency Preparedness (PHEP) Grant is the continuation of the Cooperative Agreement between ADHS and the County for the grant year beginning July 1, 2017 and ending June 30, 2018. A New Purchase Order will follow shortly. This renewal is an extension of the original contract between the Arizona Department of Health Services and Cochise Health & Social Services and the second year of the current five-year budget period.

Department's Next Steps (if approved):

Execute and implement IGA.

Impact of NOT Approving/Alternatives:

The PHEP program will not be able to complete the associated Public Health Emergency Preparedness Deliverables under the contract, resulting in reduced emergency response capability.

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 Year: 2018

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 205165

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Net county subsidy \$205,165

Attachments

Exec Summary

Grant Approval Form

IGA

Executive Summary Form

Agenda Number: HLT-- 3554

Recommendation:

Approve the Arizona Department of Health Services IGA # ADHS17-133164 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$237,293.00, effective July 1, 2017 and ending June 30, 2018.

Background:

This Public Health Emergency Preparedness (PHEP) Grant is the continuation of the Cooperative Agreement between ADHS and the County for the grant year beginning July 1, 2017 and ending June 30, 2018. A New Purchase Order will follow shortly. This renewal is an extension of the original contract between the Arizona Department of Health Services and Cochise Health & Social Services and the second year of the current five-year budget period.

Fiscal Impact & Funding Sources:

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead	A-87 OH @54.87%	Net Co. Subsidy
PHEP	ADHS 17-133164	\$237,293	\$205,165	\$0	\$112,574	\$112,574

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

The PHEP program will not be able to complete the associated Public Health Emergency Preparedness Deliverables under the contract, resulting in reduced emergency response capability.

Prepared by:
Gregory McQuaide
Public Health Emergency Preparedness
Program Director
July 13, 2017

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
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) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

Emergency Preparedness Program

Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Scope of Work is revised to add the Scope of Work of this Amendment Two (2).
2. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, The Contract Price Sheet is revised to include the Price Sheet of this Amendment Two (2).
3. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, Attachment A is added to the Scope of Work of this Amendment Two (2).

All other provisions shall remain in their entirety.

Cochise County		CONTRACTOR SIGNATURE	
Contractor Name		Contractor Authorized Signature	
1415 West Melody Lane Building A		Printed Name	
Address		Title	
Bisbee	AZ	85603	
City	State	Zip	
CONTRACTOR ATTORNEY SIGNATURE		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		State of Arizona	
Signature _____ Date _____		Signed this _____ day of _____ 2017	
Printed Name _____		Procurement Officer _____	
Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature _____ Date _____			
Assistant Attorney General			
Printed Name: _____			



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1. BACKGROUND

- 1.1. The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.
- 1.2. ADHS continues to look at ways to expand our preparedness capabilities based on our Five-Year Plan and the Capability planning Guide (CPG) data. Based on that information and the guidance set forth by the Center for Disease Control (CDC) ADHS has developed this PHEP grant agreement.

2. OBJECTIVE

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work.

3. SCOPE OF WORK

- 3.1. The Scope of Work is outlined in the following Provision Four (4). Tasks.
- 3.2. In addition, the Annual Performance Requirements are outlined in the Attachment A incorporated herein. Attachment A will change every year, as well as the estimated budget for the period of July 1st through June 30th.
- 3.3. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories of the budgeted amount provided on the approved budget. However, any change shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.
- 3.4. Additional tasks, reporting, deliverables and program information can be found in Attachment A; Grant Guidance – Budget Period 1.

4. TASKS

The Contractor shall:

- 4.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;
- 4.2. Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;
- 4.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;
- 4.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;
- 4.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;



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- 4.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;
- 4.7. Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal;
- 4.8. Submit the completed Budget on or before a date determined annually by the CDC and the ADHS;
- 4.9. Be advised by correspondence from the ADHS PHEP on the available funding amounts on or before June 30th;
- 4.10. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area; and
- 4.11. Prepare and submit a detailed budget for the period of July 1st through the following June 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

5. ANNUAL PERFORMANCE REQUIREMENTS

The Contractor shall:

- 5.1. Perform the requirements as outlined in the Attachment A, Deliverables;
- 5.2. Attend at Sponsored Grant Meetings (two (2) events annually);
- 5.3. Attend Healthcare Coalition Meetings
 - 5.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners.
 - 5.3.1.1. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information; and
 - 5.3.1.2. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.
 - 5.3.2. Regions are defined as follows:
 - 5.3.2.1. AzCHER Northern:
 - 5.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai.
 - 5.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation.
 - 5.3.2.2. AzCHER Western:
 - 5.3.2.2.1. County Representatives: La Paz, Mohave and Yuma.
 - 5.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe.
 - 5.3.2.3. AzCHER Central:



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5.3.2.3.1. County Representatives: Gila, Maricopa and Pinal.

5.3.2.3.2. Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe and White Mountain Apache Tribe.

5.3.2.4. AzCHER Southern:

5.3.2.4.1. County Representatives: Cochise, Graham, Greenlee, Pima, and Santa Cruz.

5.3.2.4.2. Tribal Representatives: Pascua Yaqui Tribe and Tohono O’odham Nation.

6. FINANCIAL REQUIREMENTS

6.1. Match Requirement

The PHEP award requires a ten percent (10%) “in-kind” or “soft” match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

6.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS as part of the midyear report. Inventory List shall include all capital equipment (items over \$5,000.00 each).

6.3. Budget Allocation and Work Plan

6.3.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS; and

6.3.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor reach the goals and objectives outlined in the Capability Deliverables section of this document.

6.4. Grant Activity Oversight

6.4.1. Each PHEP grant recipient shall maintain an appointed Preparedness Coordinator that will be responsible for oversight of all grant related activities. The Coordinator shall be the main point of contact in regard to the grant. The Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met: and

6.4.2. Pursuant to, and in compliance with, Standard Operating Procedures for Monitoring, ADHS shall coordinate with the appointed Preparedness Coordinator responsible for oversight of grant act to include compliance with sub-recipient monitoring.

6.5. Failure to meet the performance measures or deliverables may result in withholding from a portion of subsequent awards.

7. EXERCISE Recommendations

7.1. MULTI-YEAR TRAINING AND EXERCISE PLAN (MYTEP) PHEP-HPP capabilities (and grant funded training/exercises).

The Contractor shall:

7.1.1. Participate in the Statewide Training and Exercise Planning Workshop/Webinar;



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- 7.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2016 through June 30, 2021. Multi-Year plan shall be provided to ADHS upon request; and
- 7.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

7.2. EXERCISE IMPLEMENTATION CRITERIA


Homeland Security Exercise and Evaluation Program. The contractor shall:

- 7.2.1. Conduct preparedness exercises when appropriate, in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:
 - 7.2.1.1. Exercise Design and Development;
 - 7.2.1.2. Exercise Conduct;
 - 7.2.1.3. Exercise Evaluation; and
 - 7.2.1.4. Improvement Planning.
- 7.2.2. Find more information on the April 2013 HSEEP guidelines and exercise policy available at <https://www.preptoolkit.org/web/hseep-resources>.
- 7.2.3. Assure provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <http://www.phe.gov/preparedness/pages/default.aspx>
- 7.2.4. Exemption: A real incident may be substituted for a qualifying coalition based exercise; however the after- action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria).This scenario will be discussed on an as-requested basis.

7.3. EXERCISE EVALUATION CRITERIA

The Contractor Shall:

- 7.3.1. Address Capability 3: Emergency Operations Coordination, Capability 6: Information Sharing, and Capability 10: Medical Surge. The exercises shall also address Recovery/Continuity of operations within Capability 2: Healthcare System Recovery;
 - 7.3.1.1. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner and the EMS agency during the design, development, and implementation;
- 7.3.2. Ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans;
 - 7.3.2.1. After Action Reports;
 - 7.3.2.2. After Action Reports shall be submitted to ADHS within sixty (60) days after the exercise;
- 7.3.3. Attend ADHS Sponsored Events.

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7.3.3.1. The Contractor shall participate in ADHS sponsored events throughout BP5 (July 1, 2017 through June 30, 2018).

8. REPORTING DELIVERABLES

Progress on the deliverables, performance measures and activities funded through the PHEP/HPP grant shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare if for submission at the federal level.

- 8.1. Mid-Year Report (dates covered: July 1 – December 31)
 - 8.1.1. ADHS shall send out the Mid-Year report template in advance of the Due Date.
 - 8.1.2. Due Date will be determined additionally.
- 8.2. ADHS shall provide the Performance Measures templates (if applicable) in advance of the Due Date.
- 8.3. The Contractor shall provide ADHS with updated Public Health Emergency Contact list on a template provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.
 - 8.3.1. Due Date: At time of midyear reporting.
- 8.4. End-of-Year Report (dates covered: January 1 – June 30)
 - 8.4.1. ADHS shall send out the End-of-Year report template in advance of the Due Date.
 - 8.4.2. Due Date will be determined additionally.
- 8.5. Public Health Emergency Preparedness (PHEP) And Hospital Preparedness Program (HPP)
 - 8.5.1. See Attachment A for deliverable requirements.

9. NOTICES, CORRESPONDENCE AND REPORTS

- 9.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue Ste.150
Phoenix, AZ 85007
- 9.2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Cochise County Health Department
1415 W. Melody Lane Building A
Bisbee, AZ 85603
Attn: Elizabeth Lueck
Phone: 520-432-9437
elueck@cochise.az.gov



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PHEP Budget Period One (1) July 1, 2017 through June 30, 2018

Cost Reimbursement

Description	Quantity	Unit Rate	Total Cost
Additional funds to enhance current PHEP activities per the deliverables in Attachment A.	1	\$237,293.00	\$237,293.00
TOTAL			\$237,293.00



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Attachment A



**ARIZONA DEPARTMENT
OF HEALTH SERVICES**


2017-2018 Public Health Emergency Preparedness

GRANT GUIDANCE

BUDGET PERIOD 1

PERIOD OF PERFORMANCE

(July 1, 2017 – June 30, 2018)

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INTRODUCTION

As we enter into a new Public Health and Emergency Preparedness Cooperative Agreement Project Period 2017-2022, in PHEP Budget Period 1 (BP1) (July 1, 2017-June 30, 2018), we continue to look at ways to expand our preparedness to show measurable and sustainable progress.

The Arizona Department of Health Services (ADHS) BP1 PHEP Grant Guidance has been developed based on that information and the guidance set forth in the Centers for Disease Control and Prevention’s Office of Public Health Preparedness and Responses funding opportunity announcement 2017-2022 Hospital Preparedness program (HPP)-PHEP Cooperative Agreement CDC-RFA-TP17-1701. In the new cooperative agreement guidance, the awardee (Arizona Department of Health Services) and sub-recipients (Tribal and County Health Departments) will increase or maintain their levels of effectiveness across six key preparedness domains using the logic model to achieve a prepared public health system (to be attached). These domains are:

1. Community Resilience
 - a. Capability 1: Community Preparedness
 - b. Capability 2: Community Recovery
2. Strengthen Incident Management
 - a. Capability 3: Emergency Operation Coordination
3. Strengthen Information Management
 - a. Capability 4: Emergency Public Information and Warning
 - b. Capability 6: Information Sharing
4. Strengthen Countermeasures and Mitigation
 - a. Capability 8: Medical Countermeasure Dispensing
 - b. Capability 9: Medical Materiel Management and Distribution
 - c. Capability 11: Non-Pharmaceutical Interventions
 - d. Capability 14: Responder health and Safety Health
5. Strengthen Surge Management
 - a. Capability 5: Fatality Management
 - b. Capability 7: Mass Care
 - c. Capability 10: Medical Surge
 - d. Capability 15: Volunteer Management
6. Strengthen Biosurveillance.
 - a. Capability 12: Public Health Laboratory Testing
 - b. Capability 13: Public Health Surveillance and Epidemiological Investigation

Awardees and sub-recipients will develop and strengthen six domains through the implementation of the strategies and activities during the project period. ADHS can provide technical assistance upon request and encourage all sub-recipients to actively coordinate preparedness activities in their jurisdictions.



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STRATEGIES AND ACTVTIIES

Domain 1 Strategy: Strengthen Community Resilience


Resilient communities develop, maintain, and leverage collaborative relationships among government, community organizations, and individual households that enable them to more effectively respond to and recover from disasters and emergencies. Sub-recipient will conduct the following activities that sustain or expand community resilience. These activities will be actionable, realistic, and support the achievement of readiness outputs and intended outcomes.

- Characterize the probable risks to the jurisdiction and the HCC
- Characterize populations at risk
- Engage communities and health care systems
- Operationalize response plans.

Activity 2: Characterize the Probable Risks to the Jurisdiction and the HCC

Joint Requirements

1. Sub-recipient will participate in or complete a jurisdictional risk assessment (JRA) at least once every five years. The five-year period can extend from one project period to the next, ADHS requires sub-recipient conduct at least one JRA in this project period. For instance, if a JRA was conducted in Budget Period 4 during the previous project period, one is not necessary until Budget Period 4 of this project period. ADHS sub-recipient should coordinate risk assessment activities with each other and with relevant emergency management and homeland security programs in their jurisdictions. In addition, risk assessment activities will be coordinated as possible with relevant emergency management and homeland security programs to support jurisdictional Threat and Hazard Identification and Risk Assessment (THIRA) efforts.
2. Sub-recipient should use the JRA to identify the potential hazards, vulnerabilities, and risks facing their jurisdiction and their HCCs. Sub-recipient should incorporate the impact from incidents that may have occurred since the last JRA. Sub-recipient will ensure HCCs have the opportunity to provide input into the JRA for this project period. Further, Sub-recipient will provide their HCC with the date the JRA was completed or is projected to be completed.
3. ADHS recommends more frequent analyses of hazards and vulnerabilities to maintain progress toward improving community resilience. Sub-recipient should incorporate impact from incidents that may have occurred since the last JRA for which public health or health care had a lead role in mitigating identified disaster health risks. In addition, ADHS recommends sub-recipient review current findings of the National Health Security Preparedness Index (NHSPI) and the Arizona’s State Preparedness Reports (SPR) to help gauge risks and gaps. NHSPI is intended to help guide efforts to improve state and local public health systems and achieve a higher level of health security preparedness. HPP and PHEP awardees should use NHSPI results to help them assess their jurisdictional strengths and weaknesses. The results should be analyzed, along with other data sources such as the HHS Capabilities Planning Guide, jurisdictional risk assessments, incident after-action

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reports and improvement plans, site visit observations, and other jurisdictional priorities and strategies, to help determine their strategic priorities, identify program gaps, and, ultimately, prioritize preparedness investments. More information on the NHSPI can be found at <http://www.nhspe.org/>.


Activity 3: Characterize Populations at Risk

Joint Requirements:

1. Certain individuals may require additional assistance before, during, and after an emergency. Sub-recipients will conduct inclusive risk planning for the whole community, including for children; pregnant women; senior citizens; individuals with access and functional needs, including people with disabilities; individuals with pre-existing, serious behavioral health conditions; and others with unique needs throughout the five year project period. In conducting this risk planning, Sub-recipients will involve their local HCC and its HCC members. In addition, Sub-recipients are encouraged to involve experts in non-infectious diseases (chronic conditions and maternal and child health experts) in risk planning.
2. Sub-recipients will describe the structure or processes in place to integrate the access and functional needs of at-risk individuals. Recommended strategies involve inclusion in public health, health care, and behavioral health response activities; furthermore, these strategies should be identified and addressed in operational work plans. ADHS encourages Sub-recipients and HCCs to identify community partners with established relationships with diverse at-risk populations, such as social services organizations and Federally Qualified Health Centers.

PHEP Requirements/Recommendations:

1. In addition to the JRA assessment requirements, Sub-recipients will work with their HCCs to meet the needs of those in the community with unique health care needs or those that have electricity-dependent medical devices. Sub-recipients should also have processes in place for identifying individuals with disabilities and others with access and functional needs that might require special assistance from the emergency management system. Sub-recipients will address the unique needs of these at-risk populations in their plans, exercises, and responses. ADHS will provide Sub-recipients with specific tools, resources, and guidance documents for addressing the unique needs of at-risk populations. One planning resource is CDC's Public Health Workbook to Define, Locate, and Reach Special, Vulnerable, and At-risk Populations in an Emergency. Available at http://emergency.cdc.gov/workbook/pdf/ph_workbookfinal.pdf, the workbook identifies five categories that should be considered in planning:
 - a. Economic Disadvantage (using poverty as a criteria may help reach a large number of people)
 - b. Language and Literacy (includes people who have limited ability to read, speak, write or understand English or their native language)
 - c. Medical Issues and/or Disability (Persons with any impairment that substantially limits a major life activity or physical, mental, cognitive, or sensory issues)
 - d. Isolation (cultural, geographic, or social)
 - e. Older adults (with chronic health issues or other impeding factors)

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f. Infants and children 18 years or younger can also be at risk, particularly if they are separated from their parents or guardians.

To address the needs of infants and children, awardees should collaborate with child-serving institutions such as schools and daycare centers to assure crisis preparedness plans are in place. In addition, ADHS recommends sub-recipients consider family reunification plans for schools and day care centers, either as part of crisis preparedness plans or separate plans for reunification. ADHS also strongly recommends that sub-recipients use the Agency for Toxic Substances and Disease Registry (ATSDR)'s Social Vulnerability Index, which helps identify risk factors and at-risk populations by geographic area.

2. Response Plans for Chemical, Biological, Radiological, Nuclear, and Explosive Threats

Sub-recipients will develop response plans for chemical, biological, radiological, nuclear, and explosive (CBRNE) threats. This includes conducting bio-surveillance activities to develop or update response plans as necessary to meet preparedness goals with respect to CBRNE threats, whether naturally occurring, unintentional, or deliberate. Awardees should also consider active shooter and other threats. ADHS encourages sub-recipients to design response plans that focus on assessing medical surge needs and to work with their HCCs and health care systems to coordinate activities and to provide surge support as needed. Plans should highlight the importance of using a "systems" approach to manage scarce resources, including limited medical countermeasures, decontamination and contamination control, staff, and medical resources.


3. Community Assessment for Public Health Emergency Response (CASPER)

The Community Assessment for Public Health Emergency Response (CASPER) is a rapid needs assessment methodology designed to quickly gather household-based information from a community. Although originally designed for disaster response, CASPER is now used by health departments for preparedness activities such as assessments of chronic respiratory conditions, determining perceived health impact of proposed coal gasification plants, knowledge of mosquito prevention, and projected vaccination behaviors. As all jurisdictions are at risk for environmental emergencies, PHEP funding can be used for CASPER training and for conducting CASPER assessments. Subject to jurisdictional priorities and training availability, ADHS recommends that sub-recipients should either attend in-person CASPER trainings conducted by CDC subject matter experts (SME) or conduct a CASPER with technical assistance from CDC SMEs. Awardees can find more detailed information and resources at <https://www.cdc.gov/nceh/hsb/disaster/casper/training.htm>

4. Environmental Public Health Tracking

Sub-recipients may use PHEP funds to collaborate with the state and local environmental tracking programs to support activities related to environmental public health tracking. Potential areas for collaboration between the sub-recipients environmental health programs include:

- Identifying and providing essential data (health and environmental), information, and tools and methodologies to help conduct environmental health surveillance, spatial temporal analysis, and data visualization to help key state and local emergency response partners facilitate situational awareness and mitigate negative environmental health effects before, during, and after an emergency response.

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- Improving awareness of local environmental impacts on health among community members and responders before, during, and after an event.
- Identifying population groups at highest risk for natural, chemical, and radiological events to target preparedness strategies and monitor response and recovery impacts.

More information is available at <http://www.cdc.gov/nceh/tracking/>.

Activity 4: Engage Communities and Health Care Systems

Joint Requirements:

1. Sub-recipients will continue to build and sustain community partnerships to support health care preparedness and response to ensure that activities have the widest possible reach with the strongest possible ties to the community.
2. Sub-recipients will describe the structure or processes in place to integrate the access and functional needs of at-risk individuals. Recommended strategies to integrate the access and functional needs of at-risk individuals involve inclusion in public health, healthcare, and behavioral health response strategies within work plans. ADHS recommends sub-recipients and their HCC identify community partners with established relationships with diverse at-risk populations, such as social services organizations, and use available tools to better anticipate the potential access and functional needs of at-risk community members before, during, and after an emergency. Helpful tools include the CDC Public Health Workbook To Define, Locate, and Reach Special, Vulnerable, and At-risk Populations in an Emergency and ATSDR’s Social Vulnerability Index (<https://svi.cdc.gov/>), which helps identify risk factors and at-risk populations by geographic area.
3. Local Health Department Participation in HCCs
Sub-recipients will participate in their jurisdictions HCC. Sub-recipients should also ensure partnership and engagement with fusion centers, poison control centers, and other community-based organizations.

Activity 5: Operationalize Response Plans


Joint Requirements:

1. Sub-recipient, as part of a coordinated statewide effort, will participate in a joint statewide exercise (functional or full-scale exercise) once during the project period to test progress toward achieving the capabilities outlined in the 2017-2022 Health Care Preparedness and Response Capabilities and the Public Health Preparedness Capabilities: National Standards for State and Local Planning.

Domain 2 Strategy: Strengthen Incident Management

Sub-recipients will conduct the following activities to strengthen emergency operations management throughout all phases of an incident.

- Coordinate emergency operations

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

- Standardize the incident command structure (ICS) for public health
- Establish incident command structures for health care organizations and HCCs
- Ensure HCC integration and collaboration with ESF-8
- Expedite fiscal and administrative preparedness procedures


Activity 1: Coordinate Emergency Operations

Joint Requirements

1. All-hazards Emergency Preparedness and Response Plan –
 - a. Sub-recipients will maintain a current all-hazards public health and medical emergency preparedness and response plan.
 - b. Sub-recipients will submit their plans to ADHS when requested and make it available for review during site visits.
 - c. Sub-recipients will provide an opportunity for their HCC in their jurisdictions to review and provide updates to their preparedness and response plans.
 - d. In addition, sub-recipients will obtain public comment and input on public health and medical emergency preparedness and response plans and their implementation using existing advisory committees or a similar mechanism to ensure continuous input from other state, local, and tribal stakeholders, the health care delivery system, and the general public, including members of at-risk populations and those with an expertise integrating the access and functional needs of at-risk individuals.
2. Emergency Management Assistance Compact (EMAC)
 - a. Sub-recipients will describe in their all-hazards public health and medical emergency preparedness and response plans how they will use EMAC or other mutual aid agreements for medical and public health mutual aid to support coordinated activities and to share resources, facilities, services, and other potential support required when responding to emergencies that impact the public’s health.
 - b. Sub-recipients should work with state emergency management organizations and other related agencies to incorporate EMAC into training and exercises as a way to gain familiarity with processes for requesting and deploying resources through the EMAC system.

PHEP Requirements/Recommendations

1. Sub-recipients will conduct training for incident command and support personnel and drill and exercise the public health jurisdictional incident command structure. When possible, such training should include emergency management partners. In addition, awardees will ensure that local jurisdictions are involved in drills and exercises to improve implementation of the incident command structure as it applies to responding to public health threats and emergencies.
2. Infectious Disease Response – ADHS recommends that sub-recipients develop and implement plans and protocols for rapid and appropriate public health actions, such as controlled movement, isolation, quarantine,

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

or public health orders pursuant to applicable statutes and regulations. ADHS also recommends that sub-recipients collaborate with designing, developing, and distributing coordinated laboratory guidance, plans and protocols regarding laboratory biosafety during emergency responses to infectious diseases. This includes the safe handling and containment of infectious microorganisms and hazardous biological materials such as infectious waste.

Activity 2: Standardize Incident Command Structure for Public Health

PHEP Requirements/Recommendations

1. Sub-recipients will develop and establish an incident management framework consistent with the National Incident Management System (NIMS). Sub-recipients will use the National Response Framework (NRF) to guide governments at all levels including state, local, territorial, and tribal government planning. All levels of government will be prepared under NRF to conduct an all-hazards incident response. Emergency operations plans should use incident command to implement elements of the NRF in scalable and flexible ways.
2. In addition, sub-recipients will coordinate emergency operations with appropriate staff to address all potential hazards.
3. In addition to command staff and support function staff, sub-recipients will have available lists of staff who have been identified in advance for a medical or public health response.
4. Sub-recipients will also have operational plans or annexes that address resource management; communications and information management; emergency public warning and information; medical surge and non-pharmaceutical interventions; and first responder and volunteer management.

Activity 5: Expedited Fiscal Procedures Are in Place for Ensuring Funding Reaches Impacted Public Health Departments, HCCs, and their Members during an Emergency Response

Joint Requirements

1. Sub-recipients will have expedited fiscal procedures that ensure the funding provided through the ADHS funding mechanisms reach the impacted communities in an expedited manner, especially during an emergency response. Sub-recipients will ensure that these systems are routinely tested.

PHEP Requirements/Recommendations

1. Sub-recipients will document the time it takes to move funds from the state to local public health, both during emergencies and during routine grant administration. Sub-recipients will develop and submit plans to ADHS **no later than July 30, 2018**, that address the following components:
 - a. **Emergency Legal Authority:** describe and provide awardee citations for emergency legal authorities applicable to the Public Health Emergency Law Competency Model, including authorities addressing:
 - Procedures for the declaration of disasters or emergencies and accompanying emergency authorities for designated officials;



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES


150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

- Expedited procedures for receiving, allocating, and spending emergency funds, including the ability to quickly move emergency funds from the state level to local governments;
 - Powers and procedures for the use of public health interventions including isolation, quarantine, and the seizure and reallocation of supplies;
 - Suspensions (<http://lawatlas.org/datasets/emergency-powers>), waivers, or similar legal processes that can be used to minimize the potential conflicts between federal authorities applicable to medical countermeasures and state-based pharmaceutical, prescribing, labeling, and other drug-related laws; if no waivers or similar legal processes exist, awardees will describe laws that may potentially conflict with Emergency Use Authorizations (EUA)s, Emergency Use Instructions (EUI), Investigational New Drug, and Investigational Device Exemption;
 - Formal memoranda of understanding or agreement (MOU/MOA) between health authorities and other preparedness partners including law enforcement for implementation of public health activities, such as joint investigations of intentional threats or incidents that impact the public's health, signed and executed between the appropriate Federal Bureau of Investigation field office and state public health departments, including local public health departments where relevant (such as in home rule states); and
 - Sub-recipients should have documentation in their plans for the protection of volunteers against tort liability and licensure penalties, and the provision of Workers' Compensation claims (excluding federal mechanisms such as the Public Readiness and Emergency Preparedness Act).
- b. **Fiscal and Administrative Emergency Processes:** describe expedited fiscal and other administrative processes and identify procedures to test fiscal preparedness planning for such activities, including:
- Emergency procurement and contracting authorities and processes and how they differ from day-to-day business processes;
 - Receiving emergency funds during a real incident or exercise, as well as reducing the cycle time for contracting or procurement during a real incident or exercise;
 - Emergency hiring processes (workforce surge) and how they differ from customary hiring processes;
 - Reporting/monitoring methodology to ensure payment efficiency and funding accountability; and
 - Implemented internal controls related to sub-recipient monitoring and any negative audit findings resulting from suboptimal internal controls.
2. ADHS encourages sub-recipients to exercise their fiscal processes at least once during the five-year project period. Sub-recipients should identify priorities for exercising, considering examples such as:
- Receiving emergency funds,
 - Reducing the cycle time for contracting and procurement,
 - Hiring, and

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

- Financial reporting, budget management and administration systems, and regulations.

Domain 3 Strategy: Strengthen Information Management

Sub-recipients will conduct the following activities to strengthen information sharing among public health and medical preparedness and response partners and enhance emergency public information and warning.

- Share situational awareness across the health care and public health systems
- Share emergency information and warnings across disciplines, jurisdictions, and HCCs and their members.
- Conduct external communication with the public.


Activity 1: Share Situational Awareness across the Health Care and Public Health Systems

Joint Requirements:

1. Common Operating Picture
 - a. Sub-recipients will work together to establish a common operating picture, or situational awareness tool, that facilitates coordinated information sharing among all public health, health care, HCCs, and relevant stakeholders. This includes state, local, and tribal public health agencies and their respective preparedness programs, public health laboratories, communicable disease programs, and programs addressing health care-acquired infections. Information sharing is the ability to share real-time information related to the emergency, such as capacity, capability, and stress on health care facilities and situational awareness across the various response organizations and levels of government. Accomplishing these activities will enable the health care delivery systems, public health, and other organizations that contribute to responses to coordinate efforts before, during, and after emergencies; maintain situational awareness; and effectively communicate with the public.
 - b. Given the need to establish a common operating picture for effective response, sub-recipients and HCCs will provide situational awareness data to ADHS emergency response operations and at other times, as requested.
 - c. Sub-recipients, the HCC, and their members will agree to participate in current and future federal health care situational awareness initiatives for the duration of the five-year project period.

PHEP Requirements/Recommendations:

1. Sustain or Enhance Public Health Information Systems
 - a. Sub-recipients using PHEP funding to sustain or enhance public health informatics will seek to increase interoperability and functionality by ensuring that properly functioning public health information systems are available. Such systems, whether they are internally managed or externally hosted or shared platforms, will be capable of supporting syndromic surveillance, integrated surveillance, public health registries, situational awareness dashboards, and other public health and preparedness activities. See Domain 6 - Biosurveillance for more information.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

Activity 2: Share Emergency Information and Warnings across Disciplines, Jurisdictions, and HCCs and their Members

Joint Requirements:

Coordinate Emergency Information Sharing between Public Health and Health Care

1. Sub-recipients will identify reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability, EMS data, and patient tracking, and provide access to HCC members and other stakeholders.

The following are factors that HCCs, in coordination with sub-recipients and other public health agency members, should consider when developing processes and procedures to rapidly acquire and share clinical knowledge.

- Processes and procedures should address a variety of emergencies such as chemical, biological, radiological, nuclear, or explosive (CBRNE), trauma, burn, pediatrics, or highly infectious disease outbreaks
- Approaches to improve patient management, particularly at facilities that may not care for certain types of patients regularly

Sharing accurate and timely information is critical during an emergency. Sub-recipient should assist, as needed, the local HCC with its members with developing the ability to rapidly alert and notify their employees, patients, and visitors. Alerts and notifications should update stakeholders on the emergency situation, protect stakeholders’ health and safety, and facilitate provider-to-provider communication.


By the end of the five-year project period, the local HCC, in coordination with the sub-recipient, will develop processes and procedures to rapidly acquire and share clinical knowledge between health care providers and between health care organizations during responses.

More information about sharing emergency information procedures and platforms can be found in Capability 2, Objectives 2 and 3 of the 2017-2022 Health Care Preparedness and Response Capabilities.

Activity 3: Conduct External Communication with the Public

Joint Requirements

1. Coordinate Public Messaging
 - a. Accurate and timely communication with the public is important during a response to a public health emergency. Accordingly, by the end of Budget Period 2, each HCC and its members, in collaboration with Sub-recipients, should agree upon and plan for the type of information that will be disseminated by either the HCC or its individual members to the public during an emergency.
 - b. Additionally, by the end of the five year project period, the HCC, in collaboration with Sub-recipients, should provide public information officer (PIO) training to those who are designated to act in that

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

capacity during an emergency for HCC members and are in need of such training. This training should include health risk communication training.

- c. Health care organizations, as well as HCCs and Sub-recipients, should work with their community’s Joint Information Center (JIC) to ensure information is accurate, consistent, linguistically and culturally appropriate, and disseminated to the community using one voice during an emergency.
- d. ADHS recommends that sub-recipients coordinate public messaging and information sharing regarding monitoring and tracking of cases of persons under investigation during infectious disease outbreaks with PIOs for various response partners to ensure maximum coordination and consistency of messaging.

More information about communicating with the public during an emergency can be found in Capability 2, Objective 3 of the 2017-2022 Health Care Preparedness and Response Capabilities.

PHEP Requirements/Recommendations

1. Sub-recipients will ensure information sharing systems are in place. These systems will include redundant equipment, appropriately trained public health information officers (PIOs) and other personnel, procedures for media notification, message development, and plans describing how the public can contact the public health department for up-to-date information on incidents. This can include call centers, help desks, and other available communication platforms.

Domain 4 Strategy: Strengthen Countermeasures and Mitigation


Sub-recipients should conduct the following activities that strengthen access to and administration of medical and other countermeasures for pharmaceutical and non-pharmaceutical interventions and strengthen mitigation strategies.

- Manage access to and administration of pharmaceutical and non-pharmaceutical interventions
- Ensure safety and health of responders
- Operationalize response plans.

Activity 1: Manage Access to and Administration of Pharmaceutical and Non-Pharmaceutical Interventions

Joint Requirements

Following an emergency, effective care cannot be delivered without available staff and appropriate countermeasures. Accordingly, managing access to and administration of countermeasures and ensuring the safety and health of clinical and other personnel are important priorities for preparedness and continuity of operations. While PHEP funding plays an important role in medical countermeasure (MCM) planning and procuring and dispensing MCMs for the community, including at-risk populations, HPP funding assists in planning for closed points of dispensing (POD) and ensuring that health care workers and their families are protected during emergencies.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

MCM Distribution and Dispensing Plans

A number of federally funded programs exist to enhance preparedness for and response to a public health emergency, including CDC’s Strategic National Stockpile (SNS), CHEMPACK program, and Cities Readiness Initiative (CRI). Sub-recipients, including HCCs and their members, will understand their jurisdictional MCM distribution plans by the end of Budget Period 1, either through participation in jurisdictional MCM operational readiness reviews or briefings provided by the jurisdiction’s MCM coordinator.

Sub-recipients participating in the CHEMPACK program, CRI, or other local and state plans for maintaining treatment or prophylaxis caches, sub-recipients and HCC will be engaged in the development, training, and exercising of these MCM distribution and dispensing plans by the end of Budget Period 1. Additionally by the end of Budget Period 1, Sub-recipients should collaborate with their HCC to assist its members with closed points of dispensing (POD) plans. Sub-recipients are responsible for general population POD planning with assistance from the state.

MCM Operational Readiness Reviews

Sub-recipient and local CRI jurisdictions will submit initial ORR self-assessment data in Budget Period 1 using the updated ORR tool to assess their continued progress in advancing MCM capabilities. This self-assessment is not rated or scored but will be used to obtain baseline information for the MCM Technical Assistance Plan and programmatic planning and development.

MCM Technical Assistance Action Plans

Sub-recipients will submit two MCM Action Plans during each budget period. Non-CRI jurisdictions will include these Action Plans as supplements to the Mid-Year and End-of-Year grant reports submitted to the state. CRI jurisdictions will participate in quarterly Action Plan conference calls and submit their Action Plans directly to the state’s MCM Coordinator.

The action plans focus on activities designed to address prioritized MCM operational gaps identified through the Capability Planning Guide or the sub-recipient’s most recent ORRs.


RSS Site Surveys

Sub-recipient will participate in one state led regional distribution sites (RDS) visit during the project period. Site visits will focus on both the primary and secondary RDS locations.

Sub-recipient will update RDS survey information annually on the HSP to include the primary and secondary RDS locations.

Critical Contacts

Sub-recipient will have available online in the HSP current operational information that identifies points of contact to facilitate time-sensitive, accurate information sharing before a public health emergency. Sub-recipients will review and update the operational critical contact information at least every six months or as changes occur.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

Inventory Management Tracking System and Data Exchange Annual Tests

Sub-recipient will participate in the ADHS MCM inventory tracking system test to demonstrate capability to receive and report inventory data from the ADHS. The test will include the sub-recipient’s primary and secondary inventory tracking systems.

Cities Readiness Initiative (CRI) Jurisdiction Requirements (Maricopa and Pinal Counties)

Those sub-recipients receiving CRI funding will complete the following:

- Participant in one MCM Dispensing Full-scale Exercise or Mass Vaccination Full-scale Exercise. The exercise will include at least one POD in each CRI planning jurisdiction.
- Attend quarterly Action Plan meetings each budget period
- Participate in scheduled ORRs
- Complete three annual drills by June of the budget period
 - 1) Staff Notification and Assembly;
 - 2) Facility Setup;
 - 3) Site activation

Note: Throughput estimation is now a component of the dispensing full-scale exercise (FSE). If a site does not participate in the dispensing FSE, oral MCM throughput will be measured and information submitted at least once during the five year project period.


Non-Pharmaceutical Interventions

Sub-recipients **should** coordinate non-pharmaceutical interventions by developing and updating plans that include documentation of the applicable jurisdictional, legal, and regulatory authorities necessary for implementation in routing and incident-specific situations. Such plans will include necessary authorization for interventions with the following elements: individuals, groups, facilities, animals, food products, public works/utilities, and travel through ports of entry for state, local and territorial jurisdictions as appropriate. Plans should include consideration of the legal and planning issues for interventions such as isolation, quarantine, school and child care closures, workplace and community organization/event closure, and restrictions on movement.

Activity 2: Ensure the Safety and Health of Responders

Joint Requirements

1. Sub-recipients, HCCs, and their members will equip, train, and provide resources necessary to protect responders, employees, and their families from hazards during response and recovery operations. Personal protective equipment (PPE), MCMs, workplace violence training, psychological first aid training, and other interventions specific to an emergency are all necessary to protect responders and health care workers from illness or injury and should be readily available to the health care workforce.
2. *Personal Protective Equipment* - Sub-recipients and HCCs should manage PPE resources, including stockpiling considerations, vendor-managed inventory, and the potential reuse of equipment; this includes consistent policies regarding the type of PPE necessary for various infectious pathogens, and sharing information about PPE supplies across HCCs, EMS, public health agencies, and other members.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

PHEP Requirements/Recommendations

1. Sub-recipients are responsible for ensuring the safety and health of public health department staff who respond to an incident, including a large-scale incident that may require significant personnel from outside the health department. More information is available in Capability 14: Responder Safety and Health in the Public Health Preparedness Capabilities: National Standards for State and Local Planning. Sub-recipients will ensure the health and safety of responders through the following activities.
 - Distribute and dispense medical and nonmedical countermeasures to public health first responders.
 - Purchase PPE, support fit testing, and maintain respiratory protection programs for public and health care sector workforce.
 - Promote coordinated training and maintenance of competencies among public health first responders, health care providers (including EMS), and others as appropriate, on the use of PPE and environmental decontamination. Training should follow Occupational Safety and Health Administration (OSHA) guidelines and state regulations.
 - Collaborate, develop, and implement strategies to ensure availability of effective supplies of PPE by working with suppliers and coalitions to develop plans for caching or redistribution/sharing.


Activity 3: Operationalize Response Plans

Joint Requirements

Implementing MCM response plans requires sufficient staffing to set up and sustain prolonged dispensing operations, as well as security personnel to effectively secure assets, facilities, and personnel through all phases of MCM planning and operations. In recognition of the staffing challenges jurisdictions face as the public health workforce continues to shrink, sub-recipients will consider other staffing resources to effectively mobilize MCM dispensing operations.

Sub-recipients will proactively integrate all components of their local governments in MCM response planning and consider inclusion of the following strategies in their MCM plans.

- Consider voluntary reassignment local employees to participate in MCM mission areas
- The Pandemic and All-Hazards Preparedness Reauthorization Act of 2013 (PAHPRA) provides the Secretary of the Department of Health and Human Services (HHS) with discretion to authorize the temporary reassignment of federally funded state, tribal, and local personnel during a declared federal public health emergency upon request by a state or tribal organization; the temporary reassignment provision is applicable to state, tribal, and local public health department or agency personnel whose positions are funded, in full or part, under PHS programs and allows such personnel to immediately respond to the public health emergency in the affected jurisdiction. ADHS will work with sub-recipients to identify PHS positions and procedure to utilize in them during events.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

PHEP Recommendations

1. Community Reception Centers (Radiation Preparedness) As an option for exercising, ADHS encourages sub-recipients to consider developing or enhancing Community Reception Center (RCC) plans/exercises for sheltering and monitoring those that were potentially exposed to radioactive material. See <https://emergency.cdc.gov/radiation/toolkits.asp> for more information. Sub-recipients using PHEP funds to support RCC activities will include these activities in their work plans.

Domain 5 Strategy: Strengthen Surge Management

Following a public health incident, Sub-recipients should coordinate to assess the public health and medical needs of the affected community, with sub-recipients focusing on public health surge needs and their HCCs focusing on medical surge needs. While the two programs may focus on different sectors within the community, sub-recipients will coordinate these activities jointly.

The following four activities are used to manage public health surge.

- Address mass care needs, such as shelter monitoring
- Address surge needs, including family reunification
- Coordinate volunteers
- Prevent or mitigate injuries and fatalities
- Public health agencies, health care organizations, and other HCC members should inform each other and integrate plans for purchasing, caching, and distributing PPE.


The following four activities are used to manage medical surge.

- Conduct health care facility evacuation planning and execute evacuations
- Address emergency department and inpatient surge
- Develop alternate care systems
- Address specialty surge, including pediatrics, chemical, radiation, burn, trauma, behavioral health, and highly infectious diseases.

Activity 1: Address Mass Care Needs

Joint Requirements

1. Address Health Needs in Congregate Locations
 - a. Sub-recipients will coordinate with HCCs and their members to address the public health, medical, and mental health needs of those impacted by an incident at congregate locations.
 - b. HCCs should serve as subject matter experts to Sub-recipients on the health care needs of those impacted by an incident. For example, HCCs, and HCC members should serve as a planning resource to

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

sub-recipients as they develop mass shelters. In particular, HCCs should provide their expertise on the inclusion of medical care at shelter sites.

- c. Activity 2: Address Surge Needs

Joint Requirements

1. Family Reunification

- a. During a public health incident or crisis, families are at risk for becoming disconnected. HCCs will serve as planning resources and subject matter experts to sub-recipients as they develop or augment existing response plans for affected populations, including mechanisms for family reunification. These plans should give consideration to:
- Information needed to facilitate reunification of families
 - Reunification considerations for children
 - Family notification and initiation of reunification processes.

2. Infectious Diseases

- a. During an infectious disease outbreak, Sub-recipients, HCCs, and HCC members all have roles in planning for and responding to outbreaks that stress either the capacity or the capability of the public health or health care delivery systems. Sub-recipients and HCCs will coordinate the following activities to ensure the ability to surge to meet the demands during a highly infectious disease response.
- Establish a common operating picture that facilitates coordinated infectious disease information sharing among all HCC members and relevant stakeholders, including state, local, and territorial public health agencies and their respective preparedness programs, state public health laboratories, communicable disease programs, and health care-associated infections (HAI) programs.
 - Sub-recipients should ensure infectious disease response planning includes state and local emergency management, partners responsible for airports and international points of entry into the United States, including CDC quarantine stations of jurisdiction, public safety, and other relevant agencies and community partners. Planning should include identification and management of potentially infected interstate and international travelers and acquisition and deployment of immunizations and prophylactic medication as appropriate.
 - Develop or update plans to describe how sub-recipients will:
 - Monitor known cases or exposed persons including how surveillance will be shared,
 - Conduct short- and long-term follow-up of known or suspected households, and
 - Ensure the security of storage and retrieval of sensitive information.
 - Establish key indicators, critical information requirements, and EEI that will assist with timing of notifications, alerting, and coordinating responses to emerging or re-emerging infectious disease outbreaks of significant public health and health care importance, including novel or high-consequence pathogens.



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**


Amendment No: 3

Procurement Officer:
Russell Coplen

- Provide real-time information through coordinated information sharing systems (see Capability 2, Objective 3, Activity 4 of the 2017-2022 Health Care Preparedness and Response Capabilities and Capability 6: Public Health Preparedness Capabilities: National Standards for State and Local Planning) and ensure that information is directed to the public and to the many disciplines that comprise the responder community.
- Coordinate public messaging and information sharing, including information related to monitoring and tracking of persons under investigation (PUIs), among PIOs for sub-recipients, as well as PIOs at HCCs and health care organizations.
- Ensure infectious disease response planning includes state and local emergency management, transportation, public safety, and other relevant agencies and community partners.
- Continue planning with health care organizations and other stakeholders such as mortuary, autopsy personnel, and medical examiners, to coordinate the management of the deceased when bodies are considered infectious, including addressing the provision of body bags and other supplies, defining assistance, and developing relationships with crematoriums, funeral directors, and other partners to effectively plan for managing the deceased when bodies are considered infectious.
- Identify, leverage, and share leading practices to optimize infectious disease preparedness and response activities.

ADHS also recommends the following joint activities.

1. HCCs and state HAI multidisciplinary advisory groups or similar infection control groups within the state should partner to develop a statewide plan for improving infection control within health care organizations.
2. Jurisdictional public health infection control and prevention programs including HAI programs and
3. HCC members should jointly develop infectious disease response plans for managing individual cases and larger emerging infectious disease outbreaks.
4. HPP and PHEP awardees, HCCs, and their members should collaborate on informatics initiatives to include but are not limited to electronic laboratory reporting, electronic test ordering, electronic case reporting, electronic death reporting, and syndromic surveillance.
5. HPP and PHEP awardees and HCCs should engage with the community to improve understanding of issues related to infection prevention measures, such as:
 - a. Changes in hospital visitation policies,
 - b. Social distancing, and
 - c. Infection control practices in hospitals, such as:
 - i. PPE use,
 - ii. Hand hygiene,
 - iii. Source control, and
 - iv. Isolation of patients.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

6. HPP and PHEP awardees, HCCs, and their members should promote coordinated training and maintenance of competencies among public health first responders, health care providers, EMS, and others as appropriate, on the use of PPE, environmental decontamination, and management of infectious waste. Training should follow OSHA and state regulations.
7. HPP and PHEP awardees, HCCs and their members should collaborate to develop and implement strategies to ensure availability of effective supplies of PPE, including:
 8. Working with suppliers and coalitions to develop plans for caching or redistribution and
 9. sharing and
 10. Informing each other and integrating plans for purchasing, caching, and distributing PPE.
11. HPP and PHEP awardees, HCCs, and their members should sustain planning for the management of PUIs to:
 - a. Monitor health care personnel who may have had a risk exposure to a PUI by directly treating or caring for a PUI in a health care setting and
 - b. Clarify roles and responsibilities for key response activities related to the monitoring of PUIs, to include:
 - i. Assisting or assessing readiness of health care organizations in the event of a PUI and
 - ii. Conducting AARs and testing plans for PUI management to identify opportunities to improve local, state, and national response activities.

More information about addressing specialty medical surge for infectious diseases can be found in Capability 4, Objective 9 of the 2017-2022 Health Care Preparedness and Response Capabilities.

PHEP Requirements/Recommendations

1. Conduct Activities Based on State Plans to Manage Public Health Surge
 - a. Sub-recipients will continuously assess and evaluate the medical and public health needs of the affected community and identify areas where the response effort is not meeting the demands. Sub-recipients will then implement surge plans to address the gaps.


Activity 3: Coordinate Volunteers

Joint Requirements

1. Sub-recipients will coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction's response to incidents. To develop competency in implementing plans involving volunteers, awardees should ensure volunteers are included in training, drills, and exercises throughout the five-year project period.

PHEP Requirements/Recommendations

1. Implement Plans that support the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

- a. It is critical that Sub-recipients coordinate identification, recruitment, registration, training and engagement of volunteers to support the jurisdictional public health agency’s response to incidents. Sub-recipients will ensure volunteers are included in training, drills, and exercises to develop competency at implementing plans as described in the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) compliance requirements.
- b. Sub-recipients in jurisdictions that do not use spontaneous or other volunteers due to state regulations will describe in their plans how they plan to handle those types of volunteers during an incident.

Activity 4: Prevent or Mitigate Injuries and Fatalities

PHEP Requirements/Recommendations

1. Community Partnerships for Coordination
 - a. With regard to fatalities, Sub-recipients will coordinate with HCCs and other community partners, including law enforcement, emergency management, and medical examiners or coroners to ensure proper tracking, transportation, handling, and storage of human remains and ensure access to mental and behavioral health services for responders and families impacted by an incident.

Domain 6 Strategy: Strengthen Biosurveillance (PHEP)

As defined by Homeland Security Presidential Directive 21 (HSPD-21), bio surveillance involves active data-gathering with appropriate analysis and interpretation of biosphere data that might relate to disease activity and threats to human or animal health — whether infectious, toxic, metabolic, or otherwise, and regardless of intentional or natural origin — to achieve early warning of health threats, early detection of health events, and overall situational awareness of disease activity. Sub-recipients will ensure coordination among preparedness, laboratory, and epidemiology programs through the following activities to strengthen bio surveillance.

- Conduct epidemiological surveillance and investigation
- Detect emerging threats and injuries
- Conduct laboratory testing (not applicable to county health departments)

Activity 1: Conduct Epidemiological Surveillance and Investigation

PHEP Requirements/Recommendations

1. Sub-recipients will continue to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological processes. In addition, sub-recipients will be able to surge these systems and processes in response to incidents of public health significance.
 - a. Participate in ADHS Communicable Disease on-call system drills
 - b. Participate in ADHS epidemiology training and exercises including but not limited to Epidemiology Surveillance and Capacity meeting, *How to* presentations, annual Arizona Infectious Disease Training and Exercise meeting



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

- c. Conduct investigations of Arizona reportable diseases and public health incidents.
- d. Report all outbreaks within 24 hours to ADHS utilizing the MEDSIS Outbreak Module including at a minimum: Outbreak Name, Date Reported to sub-recipient, Morbidity, Type of Setting, and County of Outbreak.
- e. Submit outbreak summaries to ADHS in the MEDSIS Outbreak Module within 30 days of outbreak closure


Public Health Informatics (Surveillance and Investigation)

Sub-recipients should consider updating essential systems that strengthen epidemiological surveillance and investigation capability with modern technological tools and make them more versatile in meeting the demands for timely, population-specific, and geographically specific surveillance information. To meet these expectations, ADHS encourages sub-recipients to consider two key strategies:

- Enhance the public health information system workforce: Prioritize implementation of targeted cross-cutting workforce training and development opportunities to maintain functionality and increase capacity of public health information systems, such as electronic death registration systems.
- Advance electronic information exchange: Public health informatics capacity includes specific actions to both receive and transmit data electronically using standards-based messaging; awardees should focus their efforts on improving information sharing and coordinate information technology goals, investments, and work plans with input from state laboratory directors, state epidemiologists, information technology or informatics directors, or specifically designated individuals empowered by these authorities by:
 - a. *Participating in CDC’s National Notifiable Diseases Surveillance System (NNDSS) Modernization to increase NNDSS case reports submitted electronically to CDC using HL7 messaging (enter information into MEDSIS as required and provide current contact information for MEDSIS liaison(s))*
 - b. *Advancing ELR to improve overall surveillance, timeliness, and accuracy of case reporting, confirmation to state and local public health, and subsequent information sharing with CDC, (to be defined by ADHS EDC).*
 - c. *Participating in the National Syndromic Surveillance Program (NSSP) to increase the proportion of emergency department visits monitored by jurisdictions, (to be defined by ADHS EDC).*
 - d. *Implementing electronic test ordering (ETOR) to accept electronic test orders and to return findings electronically, (to be defined by ADHS EDC).and*
 - e. *Implementing electronic case reporting (eCR) consistent with national standards to accept and process electronically transmitted reportable disease information from electronic health records (to be defined by ADHS EDC).*

Electronic Death Registration (EDR)

Sub-recipients using PHEP funds for EDR will ensure they are developing or advancing state-based EDR systems that can provide more timely public health mortality surveillance information to CDC’s National Center for Health Statistics (NCHS) and state epidemiologists. Awardees using PHEP funds to support existing EDR systems will prioritize goals and objectives in their work plans that advance the use and geographic coverage of current death reporting systems.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

Awardees using PHEP funds to build operational EDR systems will prioritize development of scalable plans designed to initially implement an EDR system.

Border Health Surveillance

Sub-recipients in jurisdictions located on the United States-Mexico border or the United States-Canada border will conduct activities that enhance border health, particularly regarding disease detection, identification, investigation, and preparedness and response activities related to emerging diseases and infectious disease outbreaks whether naturally occurring or due to bioterrorism. This focus on cross- border preparedness reinforces the U.S. public health and health system preparedness whole-of- community approach which is essential for local-to-global threat risk management and response to actual events regardless of source or origin. Sub-recipients will use MEDSIS bi-national variable to identify case or disease, as applicable.

Disaster Epidemiology Training

ADHS recommends that sub-recipients participate in disaster epidemiology training initiatives as determined by jurisdictional priorities. Following are recommended activities and tools.

- Rapid Response Registry (RRR): RRR is used to quickly register victims of disasters and provide services, information, or long-term monitoring. The RRR toolkit and technical support from SMEs with ATSDR are available to assist with implementation.
- Emergency Responder Health Monitoring and Surveillance System (ERHMS): ERHMS is designed to provide real-time data and recommendations on health and safety issues that arise among


Collaborate with Poison Control Centers

ADHS recommends that sub-recipients implement processes for using poison control center data for public health surveillance. Such data can be particularly helpful in 1) providing situational awareness during a known public health threat, 2) identifying an emerging public health threat, 3) identifying unmet public health communication needs following a public health threat, or 4) providing surveillance for specific exposures or illnesses of concern to the health department.

Activity 2: Detect Emerging Threats and Injuries

PHEP Requirements/Recommendations

1. Response Plans for Chemical, Biological, Radiological, Nuclear, and Explosive Threats
Sub-recipients can use PHEP funding to maintain personnel needed to address chemical, biological, radiological, nuclear and explosive (CBRNE) threats through hiring, training, exercising, and otherwise implementing response plans. In addition, sub-recipients should describe in their MYTEPs specific plans to address identified gaps during the project period, and collaborate with HPP awardees to coordinate joint training and exercise opportunities.

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: ADHS17-133164	Amendment No: 3	Procurement Officer: Russell Coplen

Federal Requirements:

Annual:

- After-action Report/Improvement Plan (AAR/IP) Submission
- One Multiyear Training and Exercise Plan (MYTEP) Submission (joint plan)
- Three MCM drills. All CRI local jurisdictions will complete all 3 drills annually:
 - staff notification and assembly;
 - facility set-up; and
 - site activation.

Throughput estimation is now completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (for example, participates in immunization FSE in lieu of dispensing FSE), oral MCM throughput will be measured and information submitted at least once during the five-year period.

- One Exercise or Real Incident
- One Inventory Management and Tracking System (IMATS) or Inventory Data Exchange (IDE) Test

Project Period Requirement:

- One Functional or Full-scale Exercise (a real incident/event will be considered)
- One Fiscal Preparedness Tabletop Exercise
- One Medical Countermeasure (MCM) Distribution Full-scale Exercise
- One MCM Dispensing Full-scale Exercise or 1 Mass Vaccination Full-scale Exercise (One POD in each CRI local planning jurisdiction in each of the 72 MSAs and four directly funded localities will be exercised.)
- AAR/IP Submission

Funding Restrictions

Restrictions that will be considered while planning the programs and writing the budget are:

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care except as allowed by law. For the purposes of this FOA, clinical care is defined as "directly managing the medical care and treatment of patients."
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending will be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the awardee.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
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Phoenix, Arizona 85007
(602) 542-1040
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Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).
- The direct and primary recipient in a cooperative agreement program will perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- Awardees may not use funds for construction or major renovations.
- Awardees may supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$187,000 per year.
- Awardees may use funds only for reasonable program purposes, including travel, supplies, and services.
- Awardees may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
- HPP and PHEP funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts
- HPP and PHEP funds may not be used to purchase or support (feed) animals for labs, including mice. Any requests for such will receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC OGS.
- Recipients may not use funds to purchase a house or other living quarters for those under quarantine.
- HPP and PHEP awardees may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award.
- PHEP awardees cannot use funds to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- PHEP awardees can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts.
- PHEP awardees can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles will be of a type not licensed to travel on public roads.
- PHEP awardees can use funds to purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
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Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

- PHEP awardees can use funds to support appropriate accreditation activities that meet the Public Health Accreditation Board’s preparedness-related standards.
- HPP awardees cannot use funds to support standalone, single-facility exercises.
- HPP awardees cannot spend HPP funds on training courses, exercises, and planning resources when similar offerings are available at no cost.

PROGRAM REQUIREMENTS

MEETINGS

1. ADHS Sponsored Grant Meetings (2 events annually)
 - a. Attend semi-annual ADHS sponsored All-Partners Workshop
 - b. Attend your Regional ADHS sponsored Business Meeting
 - i. ADHS will hold one business meeting in each of the four Healthcare Coalition Regions within the State.
2. Healthcare Coalition Meeting
 - a. Will attend Healthcare Coalition meetings in your region (see Regions below)
 - i. Northern Region:
 1. County Representatives: Apache County, Coconino County, Navajo County, and Yavapai County
 2. Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe
 - ii. Western Region:
 1. County Representatives: La Paz County, Mohave County, and Yuma County
 2. Tribal Representatives: Cocopah Indian Tribe, Fort Mojave Indian Tribe, Kaibab-Paiute Tribe & Quechan Tribe
 - iii. Central Region:
 1. County Representatives: Gila County, Maricopa County, and Pinal County
 2. Tribal Representatives: Gila River Indian Community
 - iv. Southeastern Region:
 1. County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County
 2. Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O’odham Nation

FINANCIAL REQUIREMENTS

1. Match Requirement



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

- a. The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each recipient will include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.
2. Inventory
 - a. Upon request provide an inventory list to ADHS. The Inventory List shall include all capital equipment.
3. Budget Allocation
 - a. Complete the budget tool developed by ADHS, sign the document, and return to ADHS for review and approval. ADHS will not release funding to the County until ADHS has approved the budget.
 - b. All activities and procurements funded through the PHEP grant shall be aligned with your budget/spend plan and work plan that will help you reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.
 - c. Counties will follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.
4. Grant Activity Oversight
 - a. Each County will maintain a full-time, part-time, or appointed PHEP Coordinator that will have responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS with the County in regards to the PHEP grant. This individual will work closely with ADHS to ensure all deliverables and requirements are met. They will also coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.
5. Employee Certifications
 - a. PHEP Recipients are required to adhere to all applicable federal laws and regulations, including applicable OMB Circulars and semiannual certification of employees who work solely on a single federal award. These certification forms will be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms will be retained in accordance with 45 Code of Federal Regulation, Part 92.42
6. Performance
 - a. Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

EXERCISES

1. Emergency Operation Coordination
 - a. Maintain documentation of all collaborative efforts with local and State emergency management
 - b. The County PHEP program will establish and maintain a collaborative working relationship with emergency management. This will include but not be limited to; Emergency communication plan,



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES

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Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.

- c. Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity
 - d. Provide appropriate documentation and justification to support an order request via the Web EOC order process.
2. Multi-Year Training and Exercise Workshop (MYTEP)
- a. Each County will attend the annual ADHS Training and Exercise Planning Workshop
 - i. DATE: TBD
 - b. Each County shall submit their final training and exercise plans
 - i. DUE DATE: no later than : TBD
 - c. Training and exercise plans will contain proposed events from: TBD.
 - i. Plans will be submitted on the ADHS provided templates.
 - d. Trainings and exercises will be gap based.
 - i. This means that the proposed training and/or exercises will be based on an identified gap from a previous exercise, response, risk assessment, or other documented source.

Exercise Implementation Criteria

1. Homeland Security Exercise and Evaluation Program
 - a. Sub-awardees will conduct preparedness exercises in accordance with the HSEEP fundamentals including:
 - i. Exercise Design and Development
 - ii. Exercise Conduct
 - iii. Exercise Evaluation and
 - iv. Improvement Planning
 - v. More information on the April 2013 HSEEP guidelines and exercise policy is available at <https://www.llis.hseep.gov/hseep>
2. ADHS Coordination
 - a. In order to meet the criteria to be a qualified exercise, all PHEP sub-awardee exercises will be coordinated with ADHS and receive approval prior to the initial planning meeting. Continue to keep ADHS updated throughout the remainder of the planning process.
 - b. The HSEEP process along with respective templates and guidance will be used to comply with exercise implementation criteria.
3. Healthcare Coalition Exercises:
 - a. Each Healthcare Coalition (Northern, Central, Western, and Southeastern) will have an exercise in BP3 that will require the County's participation.
 - i. DATE: TBD
4. At-Risk Individuals



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
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Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

- a. Will include provisions for the needs of at-risk individuals within each exercise. HPP-PHEP sub-awardees will report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website:
<http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

5. Exemption:

- a. County response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement if the response was sufficient in scope and the AAR/IPs adequately detail which PHEP capabilities were tested and evaluated. This will be addressed on an as-requested basis.

Exercise Evaluation Criteria

- 1. PHEP exercises will address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk will be produced mapping PHP capabilities with core capabilities.
- 2. At a minimum, each County will demonstrate and validate healthcare coalition participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.
 - a. These capabilities are:
 - i. Capability 3: Emergency Operations Coordination and Capability 6: Information Sharing.
- 3. PHEP Qualifying Exercises:
 - a. An exercise that meets PHEP-specific qualifying exercise implementation criteria and the specific HPP evaluation criteria.

INFORMATION SERVICES

- 1. Will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.
- 2. Sub-recipient shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.
- 3. Sub-recipient shall participate in the Communication Pathway scenarios developed and sent out by ADHS Information Services Group.
- 4. Sub-recipient will be able to utilize the following Communication systems: HSP, EMResource, EMTrack, ESAR-VHP, AZHAN, IRMS (or equivalent), 800 MHz radios, and WebEOC. ADHS will provide training on the systems and platforms as needed.

REPORTING

Progress on the deliverables, performance measures, and activities funded through the PHEP grant will be reported on in a timely manner to ensure ADHS has adequate time to compile the information and submit to CDC.

- 1. Mid-Year Report



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES

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Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 3

Procurement Officer:
Russell Coplen

- a. ADHS will send out the Mid-Year report templates in advance of the Due Date
 - i. DUE DATE: Est. TBD
 - b. ADHS will provide the CDC Performance Measures templates (if applicable) in advance of the Due Date
 - i. DUE DATE: TBD
 - c. Each County will provide ADHS with an updated Public Health Emergency Contact list semi-annually. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.
 - i. The contact information for each individual shall include:
 1. Individual's name
 2. ICS title
 3. Non-emergency position title
 4. telephone numbers (Office, Mobile, & Home), and
 5. primary email address
2. Annual Report
 - a. ADHS will send out the Annual Report template in advance of the Due Date
 - i. DUE DATE: TBD
 3. After Action Report/Improvement Plan
 - a. Each County shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.
 - b. After a stand-alone DSNS drill, an After Action Report and an Improvement Plan will be provided to the ADHS SNS Coordinator
 - c. AARs will be submitted to ADHS within 120 days after the exercise.
 4. Training Validation Reports
 - a. By the end of Budget Period 1, provide ADHS a training validation report using the ADHS template located in the Health Service Portal (a summary report for trainings actually conducted in BP1).



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
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