



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

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, January 23, 2018 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 January 9, 2018.

Elections

2. Approve the appointment of precinct committee member for the Democratic Party upon the recommendation of the Party chair, Debbie Hickman for Precinct 32, SV COUNTRY CLUB, Gail G. Hamp.

Finance

3. Approve demands and budget amendments for operating transfers.

ACTION

County Attorney

4. Approve Grant Agreement #2018-368 between the Cochise County Attorney's Office and the Arizona Department of Public Safety in the amount of \$318,643 for the Victim Witness Program effective October 1, 2017 through September 30, 2020.

County Treasurer

5. Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on personal property, and the removal of personal property tax liens on Treasurer's Certificate of Clearance No. 2018-001.

Human Resources

6. Adopt revisions to the Policy Controlling Access to and Use of County Vehicles and Equipment, effective February 1, 2018.

Procurement

7. Adopt revisions to the Purchasing Card Policy effective February 1, 2018.

STATE & FEDERAL LEGISLATION

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

REPORT BY 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: 01/23/2018

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of January 9, 2018.

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, January 9, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, January 9, 2018 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; Elda Orduno, Civil Deputy County Attorney;
Present: Arlethe G. Rios, Clerk of the Board

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

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

PLEDGE OF ALLEGIANCE

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

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.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 19, 2017.

Finance

2. Approve demands and budget amendments for operating transfers.

Vice-Chairman Call moved to approve items 1-2 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

3. [ITEM TABLED FROM DECEMBER 19, 2017 MEETING]: Adopt Resolution 17-24 abandoning portions of public easements as depicted in the Survey entitled Deer Haven Ranches, more particularly described in said Resolution.

Supervisor Judd moved to remove this item from the table. Vice-Chairman Call seconded the motion.

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

Ms. Teresa Murphy, Right-of-Way Agent, Community Development, presented this item. Ms. Murphy said that this item was tabled in order to give Southwest Gas the opportunity to comment on the abandonment. She added that Southwest Gas had sent a letter dated December 19, 2017 confirming that this abandonment would not impact their operations and supporting the abandonment.

Chairman English opened the public hearing.

No one chose to speak and Chairman English closed the public hearing.

Vice-Chairman Call moved to adopt Resolution 17-24 abandoning portions of public easements as depicted in the Survey entitled Deer Haven Ranches, more particularly described in said Resolution. Supervisor Judd seconded the motion.

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

ACTION

Board of Supervisors

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

Ms. Rios presented this item. She said that there had been two bids received for 15 parcels for a total sale of \$2,650 (\$2,500 for the bids and \$150 in administrative fees).

Supervisor Judd moved to approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees. Vice-Chairman Call 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 staff was currently preparing next year's budget.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be attending the following meetings: Southeast Arizona Communications (SEACOM) Center Board Meeting, Cochise County Recharge Network (CCRN) Meeting, and the Border Patrol Stakeholders Meeting. He also mentioned an issue with the Bisbee Effluent and the impact on neighboring land owners.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd stated she would be attending the Wings Over Willcox event and there would be a group presenting on ground water pumping for the local residents.

Chairman English adjourned the meeting at 10:15 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 01/23/2018

Approve Appointment of Democratic Precinct Committee Member

Submitted By: Martha Rodriguez, Elections

Department: Elections & Special Districts

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?:** §16-821

Information

Agenda Item Text:

Approve the appointment of precinct committee member for the Democratic Party upon the recommendation of the Party chair, Debbie Hickman for Precinct 32, SV COUNTRY CLUB, Gail G. Hamp.

Background:

Requested by Cochise Democratic Party Chair, Debbie Hickman and verified as eligible by Cochise County Elections Department (see attached form)

Department's Next Steps (if approved):

Elections department will prepare a letter to approved precinct committee member w/copy to Party Chair, Debbie Hickman. Elections Department will create a file for approved precinct committee member and update list/post on website.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

BOS Staff to notify Elections of the outcome of BOS decision on this item.

Attachments

1.5.18Appointment

Cochise County Democratic Committee
P.O. Box 3233
Sierra Vista, AZ 85636
January 4, 2018

RECEIVED

2018 JAN -4 P 4: 19

COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

Cochise County Board of Supervisors and Cochise County Elections
1415 Melody Lane, Building G
Bisbee, AZ, 85603

Dear Supervisor Chair Ann English and Deputy Elections Director Martha Rodriguez,

Request you appoint the following qualified registered Democrat as Precinct Committee Member with the Cochise County Democratic Party at your earliest convenience:

<u>Last Name</u>	<u>First Name</u>	<u>Precinct</u>	<u>Address</u>
Hamp	Gail G.	SV Country Club	2601 Cherry Hills Dr., Sierra Vista, AZ 85650

Thank you.

Respectfully,

/s/

Debbie Hickman
Chair, Cochise County Democratic Committee 2017-2018
(520) 678-0481
Email: cochisecodems@gmail.com

Cc:
ADP, Acting Chair, Bill Roe (broe@azdem.org)
ADP, Data Director, Sam Almy (salmy@azdem.org)
CCDP 2VC, Cynthia Aspengren (cochisecountydemspcs@yahoo.com)



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Gail G. Hamp

ADDRESS: 2601 Cherry Hills Dr.

Sierra Vista AZ 85650

PARTY: Dem

PRECINCT: 32 SV Country Club

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 1-5-2018

BY: Martha L. Rodriguez

Regular Board of Supervisors Meeting

Meeting Date: 01/23/2018

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve 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.

Action 4.
County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 01/23/2018

Approve Grant Award - Federal Grant 2016-VA-GX-0046, CFDA #16-575. Grant Agreement #2018-368 Amount of: \$318,643.00

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation: Approve

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: Title 13, Chapter 40

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 Grant Agreement #2018-368 between the Cochise County Attorney's Office and the Arizona Department of Public Safety in the amount of \$318,643 for the Victim Witness Program effective October 1, 2017 through September 30, 2020.

Background:

The award amount of \$318,643.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide victim assistance services for 3 fiscal years as follows: FY 17-18 in the amount of \$104,267.00, FY18-19 in the amount of \$105,947.00 and FY19-20 in the amount of \$108,429.00. These funds, along with the required matching funds provide for the 2 full time Victim Advocates' salaries and part of a Program Manager's salary, to provide quality services to victims of crime throughout Cochise County. The Victim Advocates will spend a portion of their time in the lower courts to ensure that Cochise County crime victims are aware of and receive the full gamut of victim services, and provide a portion of their time to victims of violent felony crimes in the Cochise County Superior Court. The Program Manager position will provide criminal justice system assistance in the superior court and lower court, compensation assistance, notification, administer the program through grant writing and administration, budget development and administration, statistical data preparation, and develop and implement policies and procedures. The positions funded by this grant will also perform mandated services with a workload of approximately 300 notifications to victims per month.

Fiscal Impact & Funding Sources: Fund 130 -VOCA Grant Award \$318,643.00. Must match \$79,661.00 with the grant as follows: General funds - (currently budgeted) Victim Witness personnel salaries and ERE's match of \$79,661.00. Additional monies from General Funds are not required.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Department of Public Safety for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

If not funded, the positions under this grant will not exist and Cochise County crime victims will be underserved; provided with a minimum of victim assistance; or no assistance at all. Cochise County desperately needs the VOCA Grant in order to maintain its Victim Advocacy Project. The positions funded by this grant will also perform mandated services with a workload of approximately 300 notifications to victims per month. If notifications are not done or done in a timely manner it places the County in a liability position.

To BOS Staff: Document Disposition/Follow-Up:

Advise CAO upon Board approval. Send a certified copy of the Board Minutes approving the agreement, as soon as they are available, to CAO.

Budget Information

Information about available funds

Budgeted: 

Funds Available: 

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017-2018

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

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

County Match Required? (\$\$\$): 78,000

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 39.32%

Source of Funding?: General Funds

Fiscal Impact & Funding Sources (if known):

Three (3) Fiscal Years: 2017-2018; 2018-2019; 2019-2020

Fund 130 -VOCA Grant Award \$318,643.00.

Must match \$79,661.00 with the grant as follows: General funds - (currently budgeted) Victim Witness personnel salaries and ERE's match of \$79,661.00. Additional monies from General Funds are not required.

Attachments

VOCA - Cochise County Grant Approval Form #2018-263

DPS Grant Agreement No. 2018-263

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____ Department/Division: _____

Date Prepared: _____ Telephone: _____

Grantor: _____ Grant Title: _____

Grant Term From: _____ To: _____

Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.

New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? Yes No If yes, dollar amount \$ _____

Has this amount been budgeted? Yes No Identify Funding Source: _____

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment Quarterly payments Draw Reimbursement

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

a) Total A-87 cost allocation _____

b) Amount of overhead allowed by grant _____ County subsidy (a-b) _____

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: _____

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT# 2016-VA-GX-0046
CFDA #16.575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: Cochise County Attorney's Office
ADDRESS: P.O. Drawer CA
CITY: Bisbee STATE: Arizona ZIP: 85603-0170

PROJECT TITLE: Victim Advocacy Project

AWARD AMOUNT: \$318,643

REQUIRED MATCH (NON-FEDERAL SOURCE): \$79,661

PROJECT PERIOD: 10/01/2017 to 09/30/2020

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC §

12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279); Executive Order 13559; and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2017 - 9/30/2018	10/1/2018 - 9/30/2019	10/1/2019 - 9/30/2020	Total
Personnel - Salary	\$71,262	\$73,342	\$75,422	\$220,026
Personnel - Fringe Benefits	\$29,205	\$29,605	\$30,007	\$88,817
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$3,000	\$3,000	\$3,000	\$9,000
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$800	\$0	\$0	\$800
Total	\$104,267	\$105,947	\$108,429	\$318,643

Match Amount

Budget line items	10/1/2017 - 9/30/2018	10/1/2018 - 9/30/2019	10/1/2019 - 9/30/2020	Total
Personnel - Salary	\$26,000	\$26,000	\$26,000	\$78,000
Personnel - Fringe Benefits	\$67	\$487	\$1,107	\$1,661
Volunteers	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Match Waiver	\$0	\$0	\$0	\$0
Total	\$26,067	\$26,487	\$27,107	\$79,661


For the Arizona Department of Public Safety:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

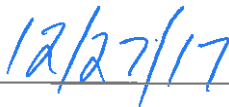
Date

For the Subrecipient:

Authorizing Official:



Brian McIntyre



Date

Approved as to form:



Attorney for Subrecipient (optional)

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
SUBGRANT AWARD AGREEMENT

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
 - 1.2 “Agreement Amendment” means a written online document requested by the subrecipient agency for the purpose of making changes in the agreement and approved by the Arizona Department of Public Safety.
 - 1.3 “Application” means a written online Request for Grant Application (RFGA).
 - 1.4 “Days” means calendar days unless otherwise specified.
 - 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
 - 1.6 “Director” means the Director of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
 - 1.7 “DPS” means the Arizona Department of Public Safety.
 - 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
 - 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “Match” means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
 - 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
 - 1.12 “Services” means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist

victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.

- 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
- 1.14 “Subgrant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
- 1.15 “Subrecipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.
- 1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10601, et seq.

2.0 Subgrant award agreement interpretation.

- 2.1 Arizona Law. Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.
- 2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, the following shall prevail in the order set forth below:
 - 2.2.1 Special Conditions;
 - 2.2.2 General Conditions;
 - 2.2.3 DPS / VOCA Guidelines;
 - 2.2.4 Federal VOCA Guidelines; DOJ Grants Financial Guide; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200.
- 2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.
- 2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.
- 2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.6 No waiver. Either party’s failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, as amended, the Indian Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Partnerships with Faith-Based and Other Neighborhood Organizations.

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently (or explicitly) religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.

3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.

3.2 Certification Regarding Lobbying. Subrecipients entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipients shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

- 3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the subrecipient understands and agrees that it cannot use any federal funds to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award.

Should any question arise as to whether a particular use of Federal funds by the subrecipient would or might fall within the scope of this prohibition, the subrecipient shall contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
- 3.3.1 Monthly financial report due the 15th of each month;
 - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter (the subrecipient agrees to collect and maintain data that measure the performance and effectiveness of work under this award);
 - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
 - 3.3.4 DPS victim assistance survey due annually upon request; and
 - 3.3.5 Year-end Amendment, if applicable, due 30 days following the close of the grant period.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

- 3.4 Disclosure of High Risk Status. If the subrecipient is designated "high risk" by a federal or state grant-making agency outside of DPS, currently or at any time during the course of the period of performance under this award, the recipient must disclose the fact and certain related information to DPS. For the purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is designated high risk by another federal or state awarding agency, the subrecipient must provide the following information: (1) the federal or state awarding agency that designates the subrecipient high risk; (2) the date the subrecipient was designated high risk; (3) the high risk point of contact at that federal or state awarding

agency (name, phone number, and email address); (4) the reasons for the high risk status, as set out by the federal or state awarding agency.

In the event DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.

- 3.5 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31, 2026. In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.6 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Grants Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.
- 3.7 Client Assistance, Emergency Financial Assistance, Transitional Housing, and Relocation. Subrecipients receiving VOCA funds for client assistance, emergency financial assistance, transitional housing, and relocation services must submit the policies, procedures and rules governing the provision of the assistance for review and approval. The subrecipient agrees to revise any policy, procedure or rule DPS determines to be unallowable or does not conform to appropriate internal controls for suitable use of the funds and protection from fraud, waste or abuse.
- 3.8 Contracts for Professional Services. Subrecipients receiving VOCA funds for contracting for specialized professional services that are not available within the subrecipient organization must maintain signed agreements for consultant/contractual services and provide copies of the agreements to DPS prior to the use of VOCA funds for such services.
- 3.9 Noncompetitive approach in procurement contracts. The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <http://ojp.gov/funding/explore/noncompetitiveprocurement.htm>.

- 3.10 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright

to which a subrecipient purchases ownership with support through this subgrant award agreement.

- 3.11 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.12 Non-Disclosure of Confidential or Private Information. The subrecipient shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall abide by the Non-Disclosure of Confidential or Private Information rules as outlined in the DPS-VOCA Guidelines.
- 3.13 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.14 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.

The subrecipient understands and agrees that DPS may withhold award funds, or may impose other related requirements, if (as determined by DPS) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

- 3.15 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.16 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.17 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify the DOJ Office of the Inspector General (OIG) and DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has in connection with funds under this award either (1) submitted a false claim for grant funds

under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award shall be reported to the OIG by 1) mail directly to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington DC 20530; 2) e-mail to: oig.hotline@usdoj.gov; and/or 3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

- 3.18 Restrictions and certifications regarding non-disclosure agreements and related matters. No subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 3.19 Compliance with 41 U.S.C. § 4712 (including prohibitions on reprisal; notice to employees). The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. § 4712, including all applicable provisions that prohibit under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rules, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. § 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. § 4712 to this award, the subrecipient is to contact the OJP and DPS for guidance.

- 3.20 Prohibited activities. The following activities are prohibited under this subgrant award agreement: 1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals.

- 3.21 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.22 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).

4.0 Cost and Payments.

- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA Assistance funds.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC § 10603(a)(2)(C).
- 4.6 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.7 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Grants Financial Guide, effective edition.
- 4.8 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it

becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.

- 4.9 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.
- 4.10 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and Official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.11 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.12 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities

in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. To the fullest extent permitted by law, Contractor (as “Indemnitor”) shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

7.0 Grant Remedies.

7.1 Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full, a condition incorporated by reference, or a certification or assurance related to conduct during the award period—may result in DPS taking appropriate action with respect to the subrecipient and the award. Among other things, DPS may withhold award funds, disallow costs, or suspend or terminate the award. DPS, the Department of Justice (DOJ), including the Office of Justice Programs, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to DPS or DOJ (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may lead to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7.2 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.

7.3 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.

8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other

rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.

- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contract start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 **Arbitration.**

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements and Prohibited Activities.

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this project, where such information is voluntarily furnished by the victim.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbtraining.aspx>). If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have attended a victims' rights presentation from the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient

shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.11 Human Trafficking. The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <http://ojp.gov/funding/explore/prohibitedconduct-trafficking.htm>.
- 10.12 Consolidated Appropriations Act. The subrecipient shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set forth below.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of a restriction set out in this award condition, the recipient is to contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

Publicity or Propaganda. Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by Congress.

Employee Trainings. Federal funds are not legally available, and may not be used, for any employee training that:

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

Nondisclosure policies, forms, and agreements. Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing federal statute or Executive Order relating to 1) classified information; 2) communications to Congress; 3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or 4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and federal statutory provisions are incorporated into this agreement and are controlling.”

Acorn and related organizations. Absent express prior written approval from OJP, federal funds may not be provided to the Association of Community Organizers for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

Nondiscrimination in programs involving students. Funds appropriated under the Department of Justice Appropriations Act, 2017, and awarded by OJP are not legally available, and may not be used, to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians.

Blocking of pornography on computer networks. Funds appropriated under the Department of Justice Appropriations Act, 2017, and awarded by OJP are not legally available and, may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement or victim assistance-related activity.

Award or incentive fees to contractors. Funds appropriated under the Department of Justice Appropriations Act, 2017, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract.

Use of funds in connection with abortion. Fund appropriated under the Department of Justice Appropriations Act, 2017, and awarded by OJP are not legally available, and may not be used – (1) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or (2) to require any person to perform, or facilitate in any way the performance of, any abortion.

Regular Board of Supervisors Meeting

Meeting Date: 01/23/2018

Abatement of property taxes and the removal of tax liens on Treasurer's Certificate of Clearance No. 2018-001.

Submitted By: Pam Munsey, County Treasurer

Department: County Treasurer

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Catherine L. Traywick

TITLE of PRESENTER: Treasurer

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: 42-19118

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on personal property, and the removal of personal property tax liens on Treasurer's Certificate of Clearance No. 2018-001.

Background:

Pursuant to A.R.S. 42-19118, after a diligent search by this Office and the Sheriff's Department, we have determined that the property that was subject to the taxes was removed, destroyed and no longer has any real value that would warrant collection. We are requesting to abate property on the Treasurer's Certificate of Clearance No. 2018-001, the authority to delete the taxes from the collection list.

Department's Next Steps (if approved):

If approved, sign the Treasurer's Certificate of Clearance No. 2018-001 and return copy to Treasurer's office.

Impact of NOT Approving/Alternatives:

Cost of pursuing the collection procedures of personal property would continue to increase with no return revenue.

To BOS Staff: Document Disposition/Follow-Up:

Signature required on approved Certificate's of Clearance

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017-2018

One-time Fixed Costs? (\$\$\$): -1057.83

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

A.R.S. 42-18351 The cost of pursuing the statutory lien sale and collection procedures of the seizure and sale of personal property would exceed the revenue that could be derived.

Attachments

Treasurer's Certificate of Clearance 2018-001

Certificate No. 2018-001
Date: January 23RD, 2018

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Conrad Susan E

Doing Business As: N/A

Last Known Address: 466 S buffalo Ave, Bisbee, AZ 85603

Extent of any liens: N/A

Property Description: single family residential

Assessors database info: structures were demolished, land owners Freeport-McMoran Corp. it is being used as a reclamation area.
Cancelled 2001

Total Amount for Removal: \$1057.83

Taxpayer Number: 07321500-010

Tax Year(s): 1992 1993 1994 1996 1997

Roll #(s): 07-80203, 07-80188, 11-80160, 11-80145, 11-80109,

Tax Year(s): 1998 1999 2000

Roll #(s): 12-80181, 12-80154, 01-80018,

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: _____

Date: _____

PP005(4/03)

INQUIRY

COCHISE COUNTY TAX INQUIRY

TXPyInqRG

Cashier: KWI

Last Year Not Paid.

Parcel: 73 21 500 01 0 Yr: 2000

Roll#: 01-80018

Legal Desc: -- No legal description. --

Area: 0200

Sec Code: NoCode

Critical
Codes
This
Year

Name 1 : CONRAD SUSAN E
Name 2 :
Name 3 :
C/O Name : MYRIAH LYNN BAKER*
Address : RR1 311BB ST
City,St,Zip: BISBEE AZ 85603

Critical
Codes
This
Year

	Taxes Remaining	Fees Pd	Int Pd	Pen Pd	Taxes Paid
1st Half:	195.08	.00	.00	.00	.00
2nd Half:	.00	.00	.00	.00	.00

Last Year Not Paid.

1st Half Paid By: _____ Date Pd: _____

2nd Half Paid By: _____ Date Pd: _____

1st Half Int Due: 525.41 1st Half Pen Due: .00

2nd Half Int Due: .00 2nd Half Pen Due: .00

Option: _ F8-Show caution codes.
P H F5-Legal Desc F10-Roll Info

F3-Return
F12-Step back

TAXPAYER NUMBER: 07321500-010
TAX ROLL NUMBER(s): 07-80203, 07-80188, 11-80160, 11-80145, 11-80109,
12-80181, 12-80154, 01-80018


AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Lt. Curtis Wilkins first being sworn, upon his oath deposes and says:

1. That I am a Lieutenant with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

- That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
CONRAD SUSAN E taxpayer number: 07321500-010 for tax years 1992-2000 well as information regarding the personal property associated with the delinquent tax.

2. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owning such property or the owner's successors or assigns. The property has been fenced off and mined by Freeport-McMoran Corp. There are no structures left. It is being used as a reclamation area. This was confirmed with Robert Quintanar 432-6209 

3. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number(s) and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

 12-21-17

Office of the Cochise County Sheriff

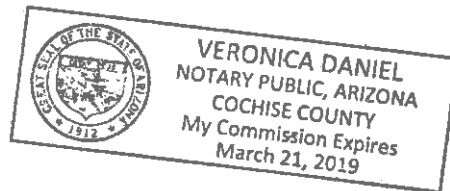
SUBSCRIBED AND SWORN to before me this 21 day of December 2017

By: Lt. Curtio Wilkins


Notary Public

My Commission Expires:

03/21/19



Regular Board of Supervisors Meeting

Meeting Date: 01/23/2018

Revisions to Use of County Vehicles and Equipment Policy

Submitted By: Kelley Jones, Human Resources

Department: Human Resources

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

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

NAME of PRESENTER: Julie Morales **TITLE of PRESENTER:** Human Resources Director

Docket Number (If applicable):

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

Information

Agenda Item Text:

Adopt revisions to the Policy Controlling Access to and Use of County Vehicles and Equipment, effective February 1, 2018.

Background:

Recommendation: Last year, the Board of Supervisors adopted the “Policy Controlling Access to and Use of County Vehicles and Equipment”, formally known as the “Vehicle Use and Accident Review Policy”.

A review of the policy over the first year of its implementation revealed a need to clarify portions of the policy. These proposed amendments are consistent with the original intent of the policy and are practical changes intended to strengthen that intent.

Background: The Cochise County Board of Supervisors has the authority to adopt County personnel policies outlining how personnel administration is addressed within County Government. As described above, the “Policy Controlling Access to and Use of County Vehicles and Equipment” (formally known as the “Vehicle Use and Accident Review Policy”), was adopted last year. This action proposes amendments to that policy to be effective February 1, 2018.

Department's Next Steps (if approved):

Human Resources will revise the Cochise County Human Resources Policies Manual to reflect the changes and will communicate the policy changes to employees through a variety of means.

Impact of NOT Approving/Alternatives:

The existing policy would remain in effect.

To BOS Staff: Document Disposition/Follow-Up:

None.

Attachments

VUP Revisions

POLICY CONTROLLING ACCESS TO AND USE OF COUNTY VEHICLES AND EQUIPMENT

PURPOSE: The purpose of this policy is to set forth guidelines regarding the use, assignment, and care of county vehicles and motorized equipment.

CRITERIA/REQUIREMENTS: This policy establishes and defines the methods and qualifying criteria used by the county to meet business transportation needs of elected officials, employees and volunteers.

DEFINITIONS: As used in this policy, unless the context requires otherwise.

Appointing Authority: A Cochise County elected official, administrator, or department head.

Assigned Vehicle: A County vehicle that Fleet Services assigns to an employee or to a department for facilitation of county business.

Business Travel: Business travel refers to the actual miles driven while conducting county business, minus commute miles.

Commute Miles: Commute miles refers to the round-trip distance from an employee's residence to his or her regular place of work.

County Vehicle: A vehicle or piece of equipment that is owned, rented, or leased by the county or used by the county through an interagency cooperative agreement.

Employees: All regular (full and part-time) and temporary paid County personnel, including both classified and unclassified staff as well as appointing authorities.

Incident: Any event in which a County vehicle is damaged or strikes, bumps, or otherwise contacts another vehicle, object, or person during operation.

Regular Place of Work: The location to which a person is assigned and normally works.

Personal Vehicle: A vehicle, other than a county vehicle, used on county business that is provided by an employee, elected official, contractor or a volunteer.

Pool Vehicle: A county vehicle that Fleet Services provides departments to facilitate temporary travel.

Unacceptable Driving Record: Any of the following:

1. Within the last three years, conviction arising from one or more of the following offenses:
 - Driving while under the influence of intoxicants, ARS 28-1381; 28-1382; or, 28-1383.
 - Failure to perform duties of driver when personal injury occurs or property is damaged, ARS 28-661; or, 28-662
 - Reckless driving, ARS 28-693
 - Aggressive driving, ARS 28-695

- Unlawful flight from pursuing law enforcement vehicle, ARS 28-622.01
 - Driving with a suspended, revoked or cancelled driver's license, ARS 28-3473.
2. Within the last 12 months, admission of guilt, finding of responsibility or conviction of three or more traffic violations, civil or criminal.
 3. Within the last 12 months, three at-fault driving incidents in county vehicles, misuse of a county vehicle, or commission of a criminal offense in a county vehicle.

The provisions of subsections 1 and 2 of this section shall not apply to convictions or citations received by current employees prior to February 1, 2017.

Volunteer: An individual serving at the county's behalf without compensation.

STATEMENT OF POLICY:

- A. It is the policy of Cochise County to provide for safe, reliable and economical business transportation for employees, volunteers, and elected officials through procedures that support the following policy direction.
 1. Transportation requirements shall be met by using the most economical, safe and reliable methods available.
 2. The county fleet shall be operated in a manner that minimizes the number of vehicles and equipment required to effectively meet business transportation needs.
 3. The county fleet shall be maintained in a mechanically sound condition and operated in a safe and legal manner.
 4. Operators of county vehicles and equipment shall be properly trained and licensed. The extent of the training provided will vary with the operator's experience and the complexity of the vehicle or equipment assigned.
 5. Appropriate economic criteria and operational needs shall be evaluated when making vehicle and equipment purchase and disposal decisions.
 6. The full cost of all county vehicles and equipment will be identified and allocated to county departments and offices by Fleet Services.
- B. County vehicles are the preferred choice for business transportation. If the use of a county vehicle (Department assigned or Pool vehicles) is not practicable and/or available, Private Mileage Reimbursement (PMR) may be used.
- C. Fleet Services will assign vehicles and maintain records in order to serve the interests of the County and meet the business transportation needs of employees and volunteers.

- D. Fleet Services will monitor utilization rates, estimated vehicle costs (EVC), and recommend modifications as necessary.
- E. County Administration will develop procedures required to execute this policy. County departments and offices are responsible for distributing and applying these policies and procedures, as appropriate.
- F. Personal use of county vehicles, except as expressly allowed herein, is prohibited (See also, Cochise County Travel Policy, Section VI. Transportation, C. County Vehicles).
 - 1. While on authorized travel status, an employee may use a County vehicle to obtain meals and for incidental personal use within a reasonable distance of the official business or place of temporary lodging.
 - 2. While traveling within Cochise County, a personal stop for meals or other necessities is permissible only when the following conditions are met:
 - a. It occurs between business destinations or from and to the duty site.
 - b. It adds limited incidental mileage to the vehicle.
- G. County vehicles shall have county logos and numbers applied in a standard format by Fleet Services. Removing these identifiers and/or applying nonconforming stickers, decals and logos is prohibited. Any exceptions require written approval of the Fleet Services Director, Internal Services Administrator or the County Administrator.
- H. Elected Officials, employees and volunteers planning to use a county vehicle for out of state travel shall consult with and receive written permission from the County Administrator or his/her designee prior to traveling. The following additional conditions apply:
 - 1. Travel into the Republic of Mexico requires approval from the Risk Management Division prior to travel and notice upon return.
 - 2. Travel into New Mexico while in route between two in-county sites does not require specific written authorization.
- I. It is the responsibility of the appointing authority to address violations of this policy and administer appropriate disciplinary action in a manner consistent with Cochise County Merit Rules.
- J. The County Administrator shall have final authority for administering, interpreting, and applying the terms of this policy.

VEHICLE USE AND ASSIGNMENT

A. DEPARTMENT-ASSIGNED VEHICLES OR POOL VEHICLES

- 1. Consistent with this policy, authorization for the use of vehicles that are assigned to

departments shall be provided by the appointing authority or his/her designee, for employees and volunteers within that Department.

2. Fleet Services shall maintain a pool of vehicles which are available for intermittent use or short-term (less than seven (7) days) assignment to a department or individual. The Department's appointing authority must authorize the use of pool vehicles. Persons using pool vehicles shall complete the required forms for each use of a vehicle.
3. Pool vehicles may be assigned for temporary work-to-home use in situations where the vehicle operator is reporting to a temporary work site and such accommodation provides a definable benefit to the county and is compliant with IRS regulations for non-taxable assignments.
4. The County Administrator and department directors may temporarily assign an available county vehicle (work-to-home use) during a disaster, inclement weather or other such circumstance for which the employee or volunteer may need to respond during regular business and/or after hours to work related situations. All other provisions of the Vehicle and Equipment Use policy are applicable.

B. INDIVIDUAL ASSIGNMENT OF A COUNTY VEHICLE

1. At the request of an appointing authority, Fleet Services may assign a County vehicle to an individual for full-time work use when it is clearly demonstrated that a more efficient use of County resources will result from permanent individual assignment, or when it is an operational requirement of the requesting Department.
2. Under the following circumstances, individuals assigned a county vehicle may be granted additional authorization for work-to-home use:
 - a. Individual Assignment with Work-To-Home Use - Not Taxable.
 - i. Vehicles assigned for use by sworn law enforcement officers may be granted work-to-home privileges by the appointing authority.
 - ii. Employees reporting to a temporary work site may be granted work-to-home county vehicle use privileges upon request of the appointing authority and approval of the county administrator.
 - iii. In all circumstances, requests for non-taxable work-to-home use shall be evaluated based on the definable benefit of such assignment to the county and compliance with IRS regulations for non-taxable assignments.
 - iv. The county administrator has the authority to revoke non-taxable work-to-home privileges when there no longer exists a definable benefit to the county.
 - b. Individual Assignment with Work-To-Home Use - Taxable.

- i. Positions requiring 24-hour response and/or travel to multiple work sites may be authorized for work-to-home use of county vehicles upon request of the appointing authority and approval of the county administrator.
- ii. Requests for work-to-home use will be evaluated based on the definable benefit of such assignment to the County and compliance with IRS regulations for taxable benefits.
- iii. Employees assigned vehicles with taxable work-to-home use shall submit quarterly vehicle use reports to the finance department. Each day of work-to-home use shall be documented and the corresponding value of use will be reported annually to the IRS as income.

C. PERSONAL VEHICLE

1. The use of a personal vehicle to conduct official county business requires advance approval of the appointing authority, "approved driver" status (see Section F under Operator Licensing) and shall be reimbursed by the County pursuant to the Cochise County Travel Policy, Section VI. Transportation, A. Privately-Owned Vehicle.
2. Mileage Reimbursement as provided for in the Travel Policy is considered full payment (including depreciation, insurance, maintenance, fuel and other operating costs) for personal vehicle use in lieu of a county vehicle.
3. A Personal Vehicle Allowance (PVA) may be offered to senior county management as part of a base benefit plan.
 - a. Changes to the Personal Vehicle Allowance (PVA) amount may be approved by the County Administrator with notice and appropriate justification provided to the Board of Supervisors thirty (30) days prior to the effective date.
 - b. PVA payments are subject to Federal Income Tax and shall be reported by the County to IRS on Form W-2 as taxable income.
 - c. Recipients of PVA shall be restricted from using a county vehicle except as approved by the County Administrator and reimbursed by the employee.
 - d. PVA shall be considered full payment (including depreciation, insurance, maintenance, fuel and other operating costs) for personal vehicle use in lieu of a county vehicle.
4. Elected Officials, employees and volunteers who receive a reimbursement and/or allowance for private vehicle use are advised to discuss tax issues with their individual tax consultants.

- A. Drivers using a personal vehicle for county business shall carry adequate personal vehicle liability insurance as required under Arizona law and shall submit insurance documentation to the Human Resources Department.
- B. Drivers using a personal vehicle for county business shall immediately notify the Human Resources Department of any change in insurance that affects compliance with this policy.

OPERATOR LICENSING

- A. All persons operating a vehicle on county business shall possess a license valid to drive in Arizona and shall maintain an acceptable driving record.
- B. Operators of vehicles or equipment requiring a special class license and/or endorsement, shall possess the same prior to operating such vehicles or equipment, or shall be in possession of an Arizona CDL instruction permit and under appropriate supervision.
- C. Employees and volunteers who operate any vehicle for county business are responsible for notifying their immediate supervisor of any restrictions, limitations, or other change in their driving status. Notification is required immediately upon the earlier of the occurrence of an event causing the restriction, the imposition of a limitation or change in driving status or the receipt of notification thereof. Failure to do so may result in a disciplinary action for the employee or dismissal of the volunteer.
- D. Elected officials operating a vehicle on county business shall possess a license valid to drive in Arizona and immediately notify the County Administrator of a suspension, revocation, or cancellation of their license.
- E. Applicants for positions in job classifications that require a license valid to drive in Arizona will be required to provide their driver's license number to Human Resources for use in verifying the validity of their license and the acceptability of their driving record. An applicant for a position in a job classification that requires a license valid to drive in Arizona found to have an invalid license or unacceptable driving record shall be removed from further consideration for employment with the county.
- F. Employees in job classifications where driving is not required, but may be an incidental part of the job, may choose whether or not to provide their driver's license number to the County. If the employee chooses not to provide a driver's license number, does not have a license valid to drive in Arizona, or provides a driver's license number and is found to have an invalid license or unacceptable driving record, the employee will be designated a "non-driver" and may not drive any vehicle for any reason on County business. Notice of "non-driver" status will be given to the employee and to the appointing authority.
- G. Employees in job classifications where a license valid to drive in Arizona is required or who choose to voluntarily provide their driver's license number under subsection (F) will have their driving records verified through the Arizona Department of Motor Vehicles (DMV). The

Human Resources Department, Risk Management Division will notify the employee's supervisor in the event that:

1. An employee's driving record is unacceptable;
 2. An employee's driver's license has been or is scheduled to be suspended, revoked or cancelled by DMV.
- H. Suspension, revocation or cancellation of an employee's driver's license when a driver's license is required for the employee's job classification or when the employee operates any vehicle as an incidental part of their job duties, may subject the employee to disciplinary action up to and including termination.

SAFETY

- A. Prior to being assigned to operate county vehicles and/or equipment, employees and volunteers shall receive proper training/instructions from their department. The extent of the training provided will vary with the operator's experience and the complexity of the vehicle or equipment assigned.
- B. Operators of and passengers in any vehicle and/or equipment operated on county business shall wear seat belts.
- C. Operators of county vehicles and equipment shall exercise all reasonable caution and care while operating county vehicles and equipment.
- D. Operators of county vehicles shall not use a cellular device, tablet, or mobile data computer in any capacity (to include talking, texting, or dialing) while operating a county vehicle in traffic, except when the vehicle is equipped with factory or fleet installed hands-free equipment.
- E. While fueling vehicles, operators and passengers shall not smoke or use cellular devices.
- F. Illegal Drugs: No person shall operate any vehicle or equipment on county business while under the influence of, or in possession of, any illegal drug, except for the transportation of such drugs that have been confiscated as evidence.
- G. Alcoholic Beverages: No person shall operate any vehicle or equipment on county business ~~with any measurable quantity of alcohol in his/her system. within four (4) hours of having consumed an alcoholic beverage or while legally under the influence of alcohol.~~ County vehicles shall not be used to transport alcoholic beverages under any circumstances, except for the transportation of such beverages that have been confiscated as evidence, or used in intoxication detection training conducted by law enforcement personnel.

- H. Prescription and Over-the-counter Drugs: No person shall operate any vehicle or equipment on county business if taking any medications that may impair or impact his or her ability to operate a vehicle safely. Employees and volunteers taking medications that may impact or impair their ability to safely operate a vehicle and/or equipment shall immediately notify their manager and/or supervisor.

VEHICLE OPERATIONS

- A. Operators of county vehicles and equipment shall obey the traffic laws, operator licensing requirements, vehicle dimension and weight limits and vehicle equipment requirements of the Arizona Revised Statutes, Title 28, Transportation.
- B. Employees operating county vehicles and equipment shall report every instance of contact with a law enforcement official, excluding routine Border Patrol checkpoint contact, to their immediate supervisor no later than the next business day. Contact may include, but is not limited to, verbal warnings regarding traffic law violations, written warnings, and questioning during the course of investigation.
- C. Smoking is prohibited in all county vehicles and equipment at all times.
- D. PASSENGERS AND ANIMALS:
 - 1. Passengers in any county vehicle are permitted only when their presence serves an official county business function.
 - a. Spouses may accompany employees on official County business in a County-owned vehicle only with the approval of the appointing authority (see also Pursuant to Cochise County Travel Policy, Section VI. Transportation, C. 4.).
 - 2. Transportation of animals is prohibited except for the following:
 - a. Live animals are permitted to be transported in Sheriff's Office vehicles as necessary during the conduct of official police business.
 - b. Animals are permitted to be transported in Animal Control vehicles in the specialized containment structures designed to transport such animals.
 - c. Deceased animals may be transported in trucks and trailers for disposal purposes if done in a manner consistent with the county's established standards for such activity.
- E. Vehicle and equipment operators are responsible for reporting mechanical problems to department supervisors. County departments and offices are responsible for reporting any and all vehicle and equipment mechanical problems to Fleet Services as soon as possible. Vehicle operators are also responsible for returning assigned vehicles to Fleet Services when scheduled service is due.

- F. Vehicle operators shall be responsible for fueling vehicles at approved locations.
- G. County vehicle and equipment operators shall be responsible for checking oil and water levels, tire pressure and condition while fueling, or not less than once per month. Alternatively, operators may bring their vehicles to Fleet Services during business hours to have these basic safety and maintenance checks performed monthly.
- H. Operators shall maintain the cleanliness of county vehicles and equipment. Fleet Services provides vehicle cleaning Monday through Thursday between the hours of 8 a.m. and 2 p.m.
- I. Any modification to county vehicles must be pre-approved and completed by Fleet Services.
- J. Parking fees associated with county business are reimbursable upon receipt of proper documentation. Parking tickets are the responsibility of the driver receiving the ticket and should be resolved in a timely manner.
- K. Only county vehicles designated for towing shall be used for such a purpose and at no time shall a county vehicle be used to tow personal property, nor shall a personal vehicle be used to tow county property.
- L. CITATIONS:
 - 1. Any employee or volunteer acting on county business, whether or not operating a county vehicle, who receives a traffic citation, shall immediately advise his or her supervisor and provide a copy of the citation no later than the next business day.
 - 2. Any employee acting on county business, whether or not operating a county vehicle, who is cited and convicted of any traffic violation may be disciplined in accordance with Cochise County Merit System Rules. In cases where driving is a job requirement, this may result in an inability to perform assigned work if it causes the employee to have an unacceptable driving record.
 - 3. All costs associated with any citation are the exclusive responsibility of the vehicle operator.
- M. INCIDENTS:
 - 1. County vehicle operators involved in any vehicle incident, regardless of severity shall:
 - a. Follow the on-scene procedures detailed on the incident response instructions located in the vehicle's glove compartment.
 - b. Submit a Vehicle/Equipment Incident Damage/Loss Report to the appointing authority by 5pm on the next business day.

2. Managers and/or appointing authorities advised of a vehicle incident shall:
 - a. Electronically submit the completed Vehicle/Equipment Incident Report, including the Appointing Authority's comments, to Fleet Management within two business days.
 - b. Confer with Fleet Services and Risk Management to determine what other information is needed and what the next steps should be in the evaluation and assessment.
3. Any employee involved in a motor vehicle incident, regardless of the nature or severity, while on county business may be subject to disciplinary action. Incidents shall be investigated by the employee's department and findings submitted to Risk Management, Fleet Services and the County Administrator for review.
4. Making false statements on vehicle incident reports is strictly prohibited and could result in disciplinary or legal action.
5. **All incidents shall be reviewed by the Incident Risk Review Board.**
 - A. The IRRB shall be composed of:
 1. Deputy County Administrator and/or Internal Services Administrator
 2. Fleet Services Director
 3. Risk Manager
 4. A representative from each of the following departments: County Sheriff, Highway & Floodplain, Solid Waste, and the Courts
 5. Additional county employees appointed by the Board of Supervisors
 - B. The Deputy County Administrator and/or Internal Services Administrator may request additional representatives join the IRRB for a specific meeting to ensure the IRRB has adequate expertise. In addition, the IRRB may request assistance from an external expert (for example an insurance investigator or representative from the Arizona Counties Insurance Pool).
 - C. The Incident Risk Review Board (IRRB) shall:
 - a. Meet quarterly to review vehicle incident reports and statistics.
 - b. Make recommendations regarding changes in workplace practices, equipment, training, etc., in order to prevent incident recurrence.

- c. Review operating procedures, safety practices and procedures at various work sites where County vehicles are deployed, in order to identify positive interventions, training opportunities and safety protocols to reduce the number and severity of incidents.
- d. Convene for special meetings if requested by an Appointing Authority, IRRB Committee Member, or the County Administrator to review or assist in the evaluation and assessment of a specific incident.
- e. Review the response to incidents (as determined by the Appointing Authorities) on at least a quarterly basis, for the purpose of ensuring consistent application of this policy and to make written recommendations to the County Administrator regarding additional action which may be necessary to protect the interests of the County.

~~CORRECTIVE ACTION~~

~~ADMINISTRATION OF POLICY~~

DRIVING PRIVILEGES

- A. Operating a ~~vehicle or equipment on County business~~ **County Vehicle** is a privilege which may be suspended by the appointing authority ~~or the County Administrator~~. Reasons for suspending the privilege of operating County-owned vehicles ~~or equipment, or privately-owned vehicles on County business~~ include:
 - a. Failure to comply with the requirements of this policy.
 - b. Commission of any criminal traffic offense with a county vehicle.
 - c. Commission of multiple civil or criminal traffic violations, whether within a county vehicle or a Privately-Owned Vehicle.
 - d. Causing physical injury to any person while operating a vehicle/equipment for County business.
 - e. To protect the interests of the County.
- B. The appointing authority must immediately suspend an employee's driving privilege for:
 - a. A violation of ~~Section VI~~, the **"Operator Licensing" section of this policy**;
 - b. The finding of an unacceptable driving record;
 - c. ~~or~~ During the period of investigation of an incident involving physical injury to any person ~~or~~
 - d. **During the period of investigation or suspicion of a violation of the "Safety" subsections F, G or H of this policy.**

C. ~~The Driving privileges suspended for these reasons~~ pursuant to subsections A or B may not be reinstated without written authorization from the County Administrator.

~~D. Disciplinary action for violations of this policy is the responsibility of the appointing authority and must be administered in a manner consistent with Cochise County Merit Rules. (Moved to "Statement of Policy" section)~~

E. Notwithstanding any action or response ~~discipline imposed~~ by an appointing authority, the County Administrator may ~~suspend or~~ revoke an employee's driving privilege. ~~authorization to operate a County vehicle to protect the interests of the County or based upon the recommendation of the Incident Risk Review Board.~~

1. ~~Any appeal of the revocation of driving privileges shall be made to the Board of Supervisors. Revocation of driving privileges may be appealed to the Board of Supervisors.~~
 - a. Appeals must be made in writing and filed with the Clerk of the Board.
 - b. The Clerk of the Board shall furnish all Board members and the County Administrator with copies of the appeal and shall enter the appeal for action at a regularly scheduled Board hearing within 30 days of receipt.
 - c. The appellant shall present his/her appeal to the Board of Supervisors during the public hearing.
 - d. The decision of the Board of Supervisors shall be final.

~~Corrective action for an employee's violation of this policy is the responsibility of the employee's immediate supervisor and appointing authority.~~

1. ~~Disciplinary action up to and including termination may be imposed for violations of this policy in a manner consistent with applicable Cochise County Merit System Rules.~~

~~INCIDENT REVIEW~~ Moved to Section M. "Incidents" #5

**Action 7.
Procurement**

Regular Board of Supervisors Meeting

Meeting Date: 01/23/2018

Revisions to the County's Purchasing Card Policy

Submitted By: Lynette Nowlan, Finance

Department: Finance

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

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

NAME of PRESENTER: Lynette M. Nowlan **TITLE of PRESENTER:** Finance Director

Docket Number (If applicable):

Mandated Function?: Local Mandate or Policy **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Adopt revisions to the Purchasing Card Policy effective February 1, 2018.

Background:

The Board of Supervisors originally approved the County's credit card policy on May 14, 2002. Revisions were approved on March 17, 2009. Since that time, business practices by both the private and public sector have changed to improve the efficiency of procuring goods and services and it is good practice to review current policies to insure that the provisions are still applicable. As a result, a review of the policy was conducted and it was determined that revisions were needed to make the policy clearer in regards to acceptable use of purchasing cards.

Department's Next Steps (if approved):

If approved, the Procurement Department will begin communicating the revisions to the policy and train all current purchasing card users and liaisons and then put in place the procedures to train new employees who are deemed to be card holders.

Impact of NOT Approving/Alternatives:

The Procurement Department will continue to communicate the provisions of the current policy to all current and new card holders.

To BOS Staff: Document Disposition/Follow-Up:

Notify Finance of outcome.

Attachments

C:\Users\lnowlan\Documents\Procurement\Purchasing Card



Cochise County

Public Programs...Personal Service
www.cochise.az.gov

COCHISE COUNTY

Purchasing Card Policy

Revised: January 23, 2018

Effective: February 1, 2018

Purpose:

The purpose of this policy is to establish standards for the governance and use of Purchasing cards by employees who are provided a Cochise County card.

The Board of Supervisors has authorized the use of Purchasing cards (Pcards) to improve the efficiency of procuring goods necessary for the conduct of the County's business. Employees entrusted to use Pcards incur a special obligation to ensure that all card transactions are in strict compliance with this policy, the Cochise County Procurement Policy and any other statute or policy and procedure concerning the use of public funds.

After verifying that the items needed are not available through another option of procurement such as an agreement, contract or using a purchase order(PO) or blanket purchase order(BPO), the Pcard should be used as a secondary option for purchasing. Cardholders are encouraged to use the Pcard for low value purchases and travel with the exception of food during travel. If the use of the Pcard is not practical, a standard purchase requisition must be used.

Cochise County also has a Fleet card that is assigned to each vehicle only for purchasing fuel. The policies and procedures associated with the use of the Fleet card are not included in this policy but are available through Fleet Management and can be found in the vehicle assigned.

Definitions:

Approving Official:	Department Head, Elected Official, or their designee who reviews the transaction logs of cardholders in the department.
Card Provider:	Entity that issues the Pcards to Cochise County employees, provides electronic transaction authorizations, and bills the County for all purchases made on the Pcards.
Cardholder:	Any County official or employee to whom a Pcard has been issued. The user of a fuel card assigned to a County vehicle is a cardholder.
Purchasing card:	The card that allows designated employees to charge goods or services to an account for which the County is liable.
Department liaison:	Employee designated by the Department Head or Elected Official to be responsible for reviewing transactions of individual cardholders to make sure the transactions are legitimate business expenses and are classified for accounting purposes appropriately.
Department card:	The Pcard issued to a Department that allows for designated employees to charge goods or services for that Department to an account for which the County is liable.
Fleet card:	The Voyager card, associated with a fleet vehicle, used by the employee assigned to that vehicle to charge gas to an account for which the County is liable.
Program Administrator:	The overall administrator located in the Finance Department who is responsible for the management of the Pcard Program.

- Purchasing Card Administrator: The central Administrator located in the Procurement Department who coordinates the Pcard Program and acts as the County's intermediary in correspondence with the card provider.
- Itemized Receipt: The written detailed documentation of a transaction that must be provided by the vendor when a Pcard is accepted as payment for goods or services. Detail includes, but is not limited to, a description of each item, unit price, extended price, freight, tax, and the total amount of the transaction. **The receipt must also be signed and dated by the cardholder.**
- Purchasing Card log: The listing of transactions, that was downloaded from the card provider, for each individual Pcard within a department to which the general ledger (GL) line information has been added for each purchase.
- Unauthorized transaction: A Pcard transaction that is not in compliance with the Pcard policy.

Policy:

1. Purchases made using the Pcard are purchases made on behalf of Cochise County and therefore, shall be made in the best interest and benefit of Cochise County.
2. Before being issued a Pcard, personnel must read this policy, attend training and sign the Cochise County Pcard User Agreement. No card will be issued unless the minimum training requirements are met. A Pcard may be revoked or canceled if there is failure to adhere to this policy.
3. A Pcard may only be used for purchases under \$1000.00 and up to the maximum extent practicable, when a PO or blanket PO is not an available method of payment. Any exceptions to this policy shall be made through the Pcard Administrator.
4. Each single purchase may be comprised of multiple items, but the total, including freight, shipping, taxes, and fees, shall not exceed the single transaction dollar limit of \$1000.00. **Purchases must not be split to circumvent procurement regulations by swiping the card multiple times or making an identical purchase on subsequent days, etc.** Splitting purchases violates the Cochise County Pcard Policy, the Cochise County Procurement Policy, and the State of Arizona Procurement Code.
5. Cardholders must obtain an itemized receipt for all Pcard transactions. Non-itemized receipts are not acceptable, and may require reimbursement by the cardholder. **Cardholder must sign and date the itemized receipt.**
6. In general, Pcards should not be used to acquire services, i.e., intangible products such as accounting, expertise, extermination, etc. The purchase of services should be done through a requisition with the assistance of Procurement. However, during emergency situations, or those situations which may bring danger to the public or the County's employees, it is recognized that it may be necessary to purchase services using a Pcard. An example would be the towing of a vehicle. If there are questions, please contact the Pcard Administrator.
7. Pcards may be used to provide meals for business meetings and promotional meetings that benefit Cochise County only by the approval of the County Administrator. Please see Cochise County Administrative Procedure #1600-1 - Purchasing Food and Beverages.

8. Pcards must not be used for purchases if the cardholder has a personal interest or knowledge that would create a conflict of interest, or an appearance of conflict of interest (i.e., buying from a relative or close friend).
9. Pcards may not be used by individual employees to purchase uniforms or safety equipment (i.e., work boots, goggles, etc.). Affected employees should purchase these items with advance permission from their Department Head, Elected Official, or designee and then submit the receipts for applicable reimbursement.
10. Specifically, Pcards may not be used to purchase:
 - a. Equipment and other Assets with a cost of more than \$5000.00 (Accountable and Capitalized, therefore, must be tagged)
 - b. Cash advances
 - c. Personal services
 - d. Construction, renovation, or maintenance services of facilities
 - e. Equipment rental
 - f. Cell phones, other telecommunications equipment, data processing hardware and software (does not apply to Information Technology Department)
 - g. Fuel charges for any vehicle, employee or County owned, except for rental car fuel related to documented long-distance travel. County vehicles used for official County business shall be refueled with the fleet card provided with each vehicle.
 - h. Road projects
 - i. Vehicles
 - j. Consultant, instructor, court reporter, interpreters, and speakers
 - k. Alcohol
 - l. Hotel extras (i.e., movies, wet bar stock, etc.)
 - m. Tobacco
 - n. Pharmaceuticals
 - o. Medical services. Exceptions will be made for emergency situations.
 - p. Holiday decorations
 - q. Personal items such as Birthday cards, Birthday cakes, flowers, etc.
 - r. Small kitchen appliances (microwaves, coffee pots, toasters, etc.) used in the work environment. These types of items may be purchased for the County lunch rooms through the requisition process.
11. Pcards may be used to purchase firearms and ammunition only with approval by the County Administrator for authorized departments.

Responsibility:

Cardholders shall be responsible for:

1. Ensuring that cards are used for official County business only.
2. Complying with all applicable Procurement and Pcard policies and procedures.
3. Ensuring that the card is kept in a secure location. Unless necessitated by specific job responsibilities, the card should only be carried when there is an actual requirement to use the card. The card should NEVER be carried while on vacation, or when otherwise out of the workplace or away from job responsibilities for an extended period.
4. Preventing any unauthorized use of the Pcard by unauthorized users.
5. Ensuring that itemized receipts are obtained for every card transaction and maintained for reconciliation.
6. Reporting all suspected fraud to the Pcard Administrator.

7. Adhering to all Finance and Procurement procedures pertaining to the card.

The Department Liaison shall be responsible for:

1. Adhering to all Finance and Procurement procedures pertaining to the card.
2. Notifying the Department Head or Elected Official and Pcard Administrator of any unauthorized or fraudulent use of the card.
3. Ensuring that cardholders are using the card in accordance with the Procurement and Pcard policy.
4. Ensuring that an original itemized receipt is obtained for every Pcard transaction by department personnel.
5. Notifying the Pcard Administrator when a cardholder leaves the employ of the County.
6. Ensuring that there is sufficient budget capacity to cover all Pcard expenditures.

Department Directors or Elected Officials shall be responsible for:

1. Designating employees to whom a Pcard should be issued based upon the duties of the job.
2. Appointing a Departmental Liaison(s) for the Department.
3. Ensuring that cardholders comply with all applicable Procurement and Pcard policies and procedures.

Finance Department shall be responsible for:

1. Establishing and enforcing the Pcard policies and procedures necessary for the administration of the Pcard program.

Procurement Department shall be responsible for:

1. Administering the Pcard program.
2. Providing Pcard training to all County Pcard holders and/or users.
3. Maintaining agreement documents for all Pcard holders.
4. Acting as liaison to the Pcard provider.

Card Termination:

Under the authority of the County Administrator, the Pcard Administrator and/or Finance Director will terminate a Pcard if a card holder:

1. Terminates employment.
2. Moves to a new position for which a Pcard is not required for the job duties.
3. Repetitive non-compliance with the Procurement and Pcard policies.
4. Suspected fraud, waste, and/or abuse.

Any action by the County Administrator, Board of Supervisors, Finance Director, or Pcard Administrator under this policy is separate and independent from any disciplinary action that may arise from any of the same circumstances. The unauthorized use or abuse of a County Pcard is a misuse or unauthorized use of public funds and may be subject to serious disciplinary action up to and including termination. Deliberate misuse of a County Pcard may also subject the cardholder to criminal penalties.

Regular Board of Supervisors Meeting

Meeting Date: 01/23/2018

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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:

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

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.
