



Cochise County Board of Supervisors

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PEGGY JUDD
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

EDWARD T. GILLIGAN
County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, July 10, 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 proposed settlement of the Small Tax Appeal in Normand, Michael E. v. Cochise County, ST2017-000171, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of June 26, 2018.

Community Development

3. Approve the reappointment of John Ladd to the Public Lands Advisory Committee, District 1, for a two-year term beginning July 1, 2018, through June 30, 2020.

4. Approve the reappointment of Rusty Winkler and John Millican to the Public Lands Advisory Committee, District 2, for a two-year term beginning July 1, 2018, through June 30, 2020.
5. Approve the reappointment of Fred Davis and Steven Klump to the Public Lands Advisory Committee, District 3, for a two-year term beginning July 1, 2018, through June 30, 2020.

County Attorney

6. Approve the Crime Victim Compensation Grant No. VC-19-050 in the amount of \$81,800 for the period of July 1, 2018 through June 30, 2019.
7. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-18-2826 in the amount of \$155,782 between the City of Tucson and Cochise County for the period January 1, 2018 through December 31, 2019.

Elections

8. Approve Poll Workers for the 2018 Primary and General Elections and authorize the Elections Director to make substitutions as necessary prior to each election, to ensure that all Vote Centers are staffed adequately with trained election Poll Workers.
9. Adopt Resolution 18-09 canceling the election of certain Precinct Committeemen for the 2018 Primary Election on August 28, 2018, and appointing all candidates that filed to run for Precinct Committeemen for those precincts in which no election is required.

Facilities

10. Approve the General Services Administration (GSA) lease Amendment No. 127EAB05L0502PLA15 for the US Forest Service (Helitack) at BDI (annual Consumer Price Index adjustment) in the amount of \$15,056.65 with \$1,254.72 monthly payment, effective June 1, 2018 through May 31, 2019.

Finance

11. Approve demands and budget amendments for operating transfers.

Workforce Development

12. Approve Title IB Adult, Youth, and Dislocated Worker PY18/FY19 contract #DI19-002208 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2018 to June 30, 2020.

PUBLIC HEARINGS

Board of Supervisors

13. Adopt Resolution 18-10 granting a renewal of a Telecommunications Services Franchise to Copper Valley Telephone, Inc. for five years from July 23, 2018 through July 22, 2023.

ACTION

Board of Supervisors

14. Approve authorization to the County Attorney, on the behalf of the Board of Supervisors, to join Kane County, Utah v. United States, Case Nos. 17-739C and 17-1991C, as class action members, and to take all other such action in the cases to afford relief and conclude the case.
15. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2018-19 Fiscal Year and approve continuing annual memberships for 2018-19, with payment of associated dues as described herein.

Health & Social Services

16. Approve the renewal of Grant Agreement GRA-STATE-19-0968-01 for Child Care Health Consultant (CCHC) Program funded by First Things First between the Grantor and Cochise Health & Social Services in the amount of \$93,400 for the period of July 1, 2018 through June 30, 2019.
17. Adopt Resolution 18-11 increasing the schedule of fees for Vital Records Services provided by the County of Cochise, effective August 1, 2018.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

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

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

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 07/10/2018

Approve the Proposed Settlement of the Small Tax Appeal Normand v. Cochise County

Submitted By: Susana Stark, County Attorney

Department: County Attorney

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Christine J. Roberts **TITLE of PRESENTER:** Civil Deputy County Attorney

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the proposed settlement of the Small Tax Appeal in Normand, Michael E. v. Cochise County, ST2017-000171, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 102-20-140 for tax year 2017. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax year 2017 should be lowered. The Assessor's recommended settlement offer is as follows: For tax year 2017, a reduction in full cash value from \$121,495 to \$33,097. For tax year 2017, a reduction in limited property value from \$121,495 to \$33,097. The assessment ratio shall remain at 11%. The legal class shall remain at 4.1. These values apply to the 2018 assessment pursuant to A.R.S. 42-16002 B. Each party would bear their own attorneys' fees and costs. The taxpayer has accepted the settlement offer.
 Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, the parties will file the stipulated judgment and stipulation for entry of judgment with the Arizona Tax Court disposing of this matter, pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County with the risk that the Court may: (1) rule in the taxpayers' favor; (2) order a larger reduction in the assessed value of the subject property; and (3) order the County to pay the Plaintiffs' fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Stipulation for Entry of Judgement

Stipulated Judgement

1 BRIAN McINTYRE
2 COCHISE COUNTY ATTORNEY
3 By: CHRISTINE J. ROBERTS
4 Civil Deputy County Attorney
5 State Bar No. 033718
6 P.O. Drawer CA
7 Bisbee, AZ 85603
8 (520) 432-8700
9 CVAttymeo@cochise.az.gov

10 *Attorney for Defendant Cochise County*

11 **SUPERIOR COURT OF ARIZONA**
12 **IN THE ARIZONA TAX COURT**

13 MICHAEL E. NORMAND,
14 Plaintiff,

15 v.

16 COCHISE COUNTY, a political
17 subdivision of the State of Arizona,
18 Defendant.

)
) **Case No. ST2017-000171**
)
) **STIPULATION FOR ENTRY OF**
) **JUDGMENT**
)
) **Assigned to:**
) **Commissioner Lindsay Abramson**
)
)

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21 The parties to this action stipulate that the Court may enter the attached
22 Judgment in full and final disposition to this action.
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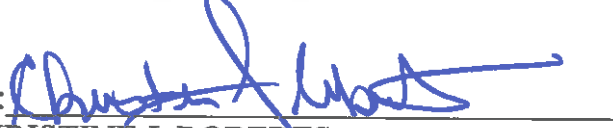
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RESPECTFULLY SUBMITTED this ___ day of _____, 2018.

DATED: 6/21/2018 

Michael E. Normand
509 Campbell Street
Bisbee, AZ 85603
Pro Per

Cochise County Attorney

By: 
CHRISTINE J. ROBERTS
Civil Deputy County Attorney

Copy of the foregoing mailed
this ___ day of _____,
2018, to:

Commissioner Lindsay Abramson
East Court Building-812
101 West Jefferson
Phoenix, AZ 85003-2243

Michael E. Normand
509 Campbell Street
Bisbee, AZ 85603

1 BRIAN McINTYRE
2 COCHISE COUNTY ATTORNEY
3 By: CHRISTINE J. ROBERTS
4 Civil Deputy County Attorney
5 State Bar No. 033718
6 P.O. Drawer CA
7 Bisbee, AZ 85603
8 (520) 432-8700
9 CVAttymeo@cochise.az.gov

10 *Attorney for Defendant Cochise County*

11 **SUPERIOR COURT OF ARIZONA**
12 **IN THE ARIZONA TAX COURT**

13 MICHAEL E. NORMAND,

14 Plaintiff,

15 v.

16 COCHISE COUNTY, a political
17 subdivision of the State of Arizona,

18 Defendant.
19
20

) Case No. ST2017-000171

) STIPULATED JUDGMENT

) (Assigned to Commissioner Lindsay
Abramson)

21
22 The parties to this action having stipulated to the entry of this Judgment and
23 good cause appearing,

24 IT IS ORDERED, ADJUDGED AND DECREED THAT:

- 25
26 1. The only parcel subject to this judgment is parcel number 102-20-140.
27 2. For tax year 2017;
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- The full cash value of the subject property shall be reduced from \$121,495 to \$33,097;
- The limited property value of the subject property shall be reduced from \$121,495 to \$33,097;
- The assessment ratio shall remain at 10%; and
- The legal class shall remain at 4.1.

3. These values also apply to the 2018 assessment pursuant to A.R.S. § 41-16002 B.

4. Defendant shall recalculate the 2017 and 2018 taxes on the subject property based upon the full cash values, as stated above.

5. Plaintiff is entitled to a refund in an amount equal to any excess in taxes levied, assessed, and actually paid for tax years 2017 and 2018, if any, as a result of any excessive valuations of the subject property, plus interest thereon pursuant to A.R.S. § 42-16214.

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Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of June 26, 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, June 26, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 26, 2018 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

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

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PLEDGE OF ALLEGIANCE

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CALL TO THE PUBLIC

Chairman Judd opened the call to the public.

Mr. David S. Grieshop, Sierra Vista resident, addressed the Board regarding a Board proclamation for artist Effie Smith and her art exhibit who was the first impressionist artist in Arizona with art focused in Cochise County.

No one else chose to speak and Chairman Judd 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 June 12, 2018.
2. Approve the proposed settlement of the Small Tax Appeal in Fought, Dale v. Cochise County, ST2017-000340, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

3. Approve employment agreement with Mr. William Duggan for the position of Executive Director of the Southeastern Arizona Communications (SEACOM) Center, with the County acting in its capacity as the fiscal agent of SEACOM.

Community Development

4. Approve Intergovernmental Agreement (IGA) with the City of Bisbee and Cochise County for Planning, Zoning and Subdivision Development, Design Review Board and Building Inspection Services, effective after approval by both entities until December 31, 2018, subject to review.

Finance

5. Approve demands and budget amendments for operating transfers. Warrants Nos. 26360-26691 were issued in the amount of \$1,285,676.74.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Corrin, Fred	\$70.00
100	Scott, Joseph	\$50.00
100	Ross, Ramiro	\$36.07
100	Sierra Vista Medical G	\$358.49
124	Lindstrom, Jason A.	\$169.78
226	Wright, Kimber Lee	\$71.20
243	Ibarra, Maria A.	\$61.00
207	Apocalypse Arms and Military Surplus	\$1,069.80

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

Health & Social Services

6. Approve IGA Contract No. ADHS18-201843 in the amount of \$12,000 beginning July 1, 2018 and ending June 30, 2023.

Public Defender

7. Approve state grant Public Defender training funds per ARS 12-117 in the amount of \$4,522 for the Public Defender for July 1, 2018 through June 30, 2019.

Workforce Development

8. Approve the appointment of Dr. Linda Hollis to the Local Workforce Development Board to fill an unexpired term, effective immediately and through 6/30/2021.

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

ACTION

Board of Supervisors

9. Approve Amendment 2 to Contract with County Administrator Edward Gilligan.

Supervisor English said that with the new compensation plan approved by the Board, the County Administrator's salary should also be adjusted to reflect market value and that was the reason for this amendment.

Supervisor English moved to approve Amendment 2 to Contract with County Administrator Edward Gilligan. Chairman Judd seconded the motion.

Chairman Judd called for the vote and it was approved 2-0-1 (Call absent).

10. Sitting as the Cochise County Board of Equalization, the Board of Supervisors will uphold or amend the Assessor's decision for the Taxpayer Notice of Claim for parcel number 302-20-003 multi.

Mr. Phil Leiendecker, County Assessor, presented this item. Mr. Leiendecker shared new information with the Board and the appellant. He gave background on the appeal and the appellant's case. He noted that the agricultural land use application was not filled out and as a result it was removed from agricultural classification in 2017 and since they had submitted an application for 2018 the property was back to being classified as agricultural. He went through the change in classification and the appeals process and said that the appellant never received the notice, they never appealed, and the appellant was claiming that there was an error. He stated that there was a consensus that the property was agricultural, but under statute he was not authorized to make changes unless the appellant follows the process and it was his recommendation that the Board uphold his recommendation and dismiss this issue.

Mr. G. Lawrence Schubart, Stubbs & Schubart Law Firm, represented the appellant. Mr. Schubart said that he did not disagree with Mr. Leiendecker, but noted that the notices sent out for the 2017 year had been sent to the wrong address and the appellant had not had the opportunity to abide by the process and apply for an agricultural exemption as in previous years. He added that it was not the appellant's fault that the notices had not been received and that the appellant was not asking for a refund of the tax fees for 2017, but would instead compromise with the County to receive a reduced assessment over a three year period as a reimbursement.

Chairman English stated that she did not think the Board could make a decision that would go against the process established statutorily. She asked Mr. Hanson for his guidance.

Mr. Hanson said that there is the responsibility for the property owner to file for exemptions and noted that the Board of Equalization could not make decisions based on fairness, but should follow statutory requirements.

Mr. Schubart said that the Assessor's Office did have the correct address on the initial notices sent out that showed the property classified as agricultural.

Supervisor English said that she appreciated the owner's business in Cochise County, but legally the Board of Equalization could not make the requested change.

Supervisor English moved to uphold the Assessor's decision for the Taxpayer Notice of Claim for parcel number 302-20-003 multi. Chairman Judd seconded the motion.

Chairman Judd called for the vote and it was approved 2-0-1 (Call absent).

County Attorney

11. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-19-021 in the amount of \$145,705 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2018 through June 30, 2019.

Mr. Brian McIntyre, County Attorney, presented this item. Mr. McIntyre stated that this was a renewal of a long standing grant. He explained that the grant paid for a portion of one of the County's prosecutors to address drug, gang, and violent crime issues. He added that grants like this one helped reduce the financial burden of the County which is a benefit for the County and our citizens.

Supervisor English moved to approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-19-021 in the amount of \$145,705 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2018 through June 30, 2019. Chairman Judd seconded the motion.

Chairman Judd called for the vote and it was approved 2-0-1 (Call absent).

County Sheriff

12. Approve Grant Agreement DC-19-003 for the Drug, Gang, and Violent Crime Control funding with the Arizona Criminal Justice Commission in the amount of \$120,192 for overtime salaries and fringe benefits (ERE) effective July 1st, 2018 through June 30th, 2019.

Lieutenant Sean Gijanto, Sheriff's Office, presented this item. Lt. Gijanto stated that this was similar to the grant just approved for the County Attorney's Office and would help fund the narcotic unit's overtime.

Supervisor English asked about how this overtime would relate to the County's cost for the Public Safety Personnel Retirement System (PSPRS).

Lt. Gijanto said that the overtime was sometimes necessary to address these types of crimes, which was a benefit to the community as a whole.

Chairman Judd asked that impacts to the retirement system always be considered when making overtime decisions.

Supervisor English moved to approve Grant Agreement DC-19-003 for the Drug, Gang, and Violent Crime Control funding with the Arizona Criminal Justice Commission in the amount of \$120,192 for overtime salaries and fringe benefits (ERE) effective July 1st, 2018 through June 30th, 2019. Chairman Judd seconded the motion.

Chairman Judd called for the vote and it was approved 2-0-1 (Call absent).

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

Mr. Gilligan said that the Southeastern Arizona Communications (SEACOM) was still slated to begin operations in July, but there were some issues pending that could push that date out and that hiring a SEACOM Director who would begin at the end of the month would help with keeping the timeline.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call was absent.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Chairman Judd commented on upcoming events in her district.

Chairman Judd adjourned the meeting at 10:49 a.m.

APPROVED:

Peggy Judd, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

C Co. Demands 6.26.18

26267	06/07/2018	Burse & Associates, P.C.	\$229.98	26344	06/07/2018	Sulphur Springs Valley Electric Coop., Inc.	\$346.51
26268	06/07/2018	Cochise County/Sheakley/National Bank	\$5,896.46	26345	06/07/2018	Sune D14 Misc-A Holdings, LLC	\$4,923.13
26269	06/07/2018	ECMC	\$293.76	26346	06/07/2018	Sune D14 Misc-A Holdings, LLC	\$6,991.82
26270	06/07/2018	Ewing & Ewing Attorneys	\$239.80	26347	06/07/2018	Verizon Wireless	\$2,024.07
26271	06/07/2018	General Revenue Corporation	\$297.96	26348	06/07/2018	Vortex Industries, Inc.	\$19,352.00
26272	06/07/2018	Licking County CSEA	\$178.61	26349	06/07/2018	Walsh, Daniel J.	\$1,650.31
26273	06/07/2018	Pre-paid Legal Services, Inc. dba LegalShield	\$1,183.90	26350	06/07/2018	Waste Mgmt. of AZ, Inc.	\$340.40
26274	06/07/2018	Support Payment Clearinghouse	\$5,542.80	26351	06/07/2018	Waxie Sanitary Supply	\$3,000.21
26275	06/07/2018	U.S. Dept. of Education	\$178.04	26352	06/07/2018	West Press	\$2,157.37
26276	06/07/2018	AMERIGAS	\$107.16	26353	06/07/2018	Whetstone Water Improvement District	\$142.05
26277	06/07/2018	Apache Signs Inc.	\$98.86	26354	06/07/2018	Wick Communications	\$97.14
26278	06/07/2018	AZ Dept. of Corrections	\$204.25	26355	06/07/2018	Wick Communications	\$53.97
26279	06/07/2018	AZ Dept. of Corrections ASPC-Tucson	\$81.00	26356	06/07/2018	Willcox, City of	\$947.65
26280	06/07/2018	AZ Justice of the Peace Association	\$100.00	26357	06/07/2018	Willcox, City of	\$308.93
26281	06/07/2018	AZ Justice of the Peace Association	\$200.00	26358	06/07/2018	Zumar Industries, Inc.	\$3,493.50
26282	06/07/2018	AZ Public Service - APS	\$38,103.16	26359	06/07/2018	AZ Secretary of State	\$43.00
26283	06/07/2018	AZ Public Service - APS	\$299.82	26360	06/12/2018	ACE Hardware	\$14.22
26284	06/07/2018	AZ Water Company	\$48.86	26361	06/12/2018	Aerial Solutions II LLC	\$37,251.34
26285	06/07/2018	AZ Water Company	\$2,979.63	26362	06/12/2018	Amazon.com LLC	\$699.51
26286	06/07/2018	AZ Water Company	\$1,609.27	26363	06/12/2018	Aqua Life	\$22.00
26287	06/07/2018	Auletta, Susan P	\$650.00	26364	06/12/2018	AZ Dept. of Corrections	\$124.00
26288	06/07/2018	B & D Lumber and Hardware	\$98.90	26365	06/12/2018	AZ Machinery Company, LLC dba Stotz Equip.	\$1,045.43
26289	06/07/2018	B & S Supply Co, Inc	\$1,356.47	26366	06/12/2018	Athens Technical Specialists, Inc. (ATSI)	\$12,608.44
26290	06/07/2018	Babcock, Angelica	\$16.81	26367	06/12/2018	B & D Lumber and Hardware	\$12.69
26291	06/07/2018	Banner-University Physicians Healthcare, Inc.	\$875.00	26368	06/12/2018	Baker & Taylor, LLC	\$3,168.53
26292	06/07/2018	Banning Creek Enterprises, LLC	\$5,544.00	26369	06/12/2018	Bisbee NAPA	\$508.40
26293	06/07/2018	Bella Vista Water Company-Liberty Water	\$1,287.99	26370	06/12/2018	Blackstone Audio, Inc.	\$218.47
26294	06/07/2018	Bowie Water Improvement District	\$90.96	26371	06/12/2018	Bug-Wiser Exterminating, Inc.	\$180.00
26295	06/07/2018	Cactus Country Auto Sales	\$287.89	26372	06/12/2018	Cable One	\$120.03
26296	06/07/2018	CenturyLink	\$246.10	26373	06/12/2018	Catholic Comm. Services Southern AZ, Inc.	\$2,392.50
26297	06/07/2018	CenturyLink	\$62.02	26374	06/12/2018	Center Point Large Print	\$22.17
26298	06/07/2018	CenturyLink	\$61.52	26375	06/12/2018	CenturyLink	\$94.39
26299	06/07/2018	Cintas Corporation No. 445	\$165.58	26376	06/12/2018	City of Sierra Vista	\$16,999.08
26300	06/07/2018	Cintas Fire Protection	\$3,278.00	26377	06/12/2018	Cochise Supplies, Inc.	\$70.43
26301	06/07/2018	Circle K Store	\$9.85	26378	06/12/2018	COX Communication AZ, LLC	\$300.00
26302	06/07/2018	Cochise County Justice Court #2	\$139.82	26379	06/12/2018	Demco Inc.	\$66.81
26303	06/07/2018	Cochise Private Industry Council, Inc.	\$62,799.00	26380	06/12/2018	Dove Security, Inc.	\$245.00
26304	06/07/2018	Code 5 Group, LLC	\$1,088.70	26381	06/12/2018	Empire Southwest LLC	\$10,885.29
26305	06/07/2018	Copygraphix Inc.	\$25,825.68	26382	06/12/2018	Jackson, Noble	\$43.25
26306	06/07/2018	Crowell, Patricia	\$28.62	26383	06/12/2018	K12 Handhelds, Inc.	\$2,303.17
26307	06/07/2018	Deneke, Buffy	\$375.20	26384	06/12/2018	Language Line Services, Inc.	\$85.23
26308	06/07/2018	Direct TV	\$34.99	26385	06/12/2018	Legal Transcription Services Plus	\$162.00
26309	06/07/2018	DLT Solutions, LLC	\$3,095.85	26386	06/12/2018	Nyander, Penny Sue	\$160.40
26310	06/07/2018	Douglas, City of	\$134.33	26387	06/12/2018	OCLC Online Computer Library Center, Inc.	\$350.11
26311	06/07/2018	Douglas, City of	\$151.83	26388	06/12/2018	Olson, Thomas J.	\$50.00
26312	06/07/2018	Dove Security, Inc.	\$860.00	26389	06/12/2018	OverDrive, Inc.	\$900.26
26313	06/07/2018	Elfrida Water Improvement District	\$87.38	26390	06/12/2018	Patten, Elizabeth J.	\$28.18
26314	06/07/2018	English, Ann S.	\$853.00	26391	06/12/2018	Prudential Overall Supply	\$357.09
26315	06/07/2018	Entenmann-Rovin Co	\$408.00	26392	06/12/2018	Purcell Tire & Rubber Company	\$1,157.64
26316	06/07/2018	Flores, Juan P	\$350.00	26393	06/12/2018	RevolutionaryText, LLC	\$12,252.25
26317	06/07/2018	Gibson's Office Solutions	\$7,582.40	26394	06/12/2018	Rothrock Investigations, LLC	\$2,616.60
26318	06/07/2018	Granite Construction Company	\$3,234.83	26395	06/12/2018	RWC Group	\$1,975.66
26319	06/07/2018	Hernandez, Martin	\$107.00	26396	06/12/2018	Schlesinger, Aaron	\$42.00
26320	06/07/2018	Honorable Monica Stauffer	\$173.80	26397	06/12/2018	Senergy Petroleum LLC	\$36,836.28
26321	06/07/2018	IronHawk Elevator LLC	\$750.00	26398	06/12/2018	Sierra Vista NAPA	\$173.29
26322	06/07/2018	Judd, Peggy S.	\$1,939.10	26399	06/12/2018	Southwest Disposal LC	\$11.87
26323	06/07/2018	KE&G Construction Inc.	\$7,387.77	26400	06/12/2018	Sparkletts	\$210.07
26324	06/07/2018	Keefe Commissary Network, LLC	\$1,482.75	26401	06/12/2018	Sulphur Springs Valley Electric Coop., Inc.	\$980.92
26325	06/07/2018	Legend Technical Services of AZ, Inc.	\$57.00	26402	06/12/2018	Thomson West	\$3,560.35
26326	06/07/2018	Murphy, Cindy	\$84.03	26403	06/12/2018	Tracking Products, Inc.	\$306.00
26327	06/07/2018	Murray, Gary Brian	\$100.00	26404	06/12/2018	Truck & Trailer Parts, Inc.	\$70.25
26328	06/07/2018	Nyander, Penny Sue	\$257.60	26405	06/12/2018	Valley Security Service, Inc.	\$8,495.98
26329	06/07/2018	Prudential Overall Supply	\$51.64	26406	06/12/2018	Valley Telephone Coop., Inc.	\$25.94
26330	06/07/2018	Riley, James L	\$382.42	26407	06/12/2018	Verizon Wireless	\$4,598.14
26331	06/07/2018	Safeway Stores Inc.	\$20.00	26408	06/12/2018	Waxie Sanitary Supply	\$1,437.50
26332	06/07/2018	Schasteen, Steve	\$100.00	26409	06/12/2018	West Press	\$1,867.68
26333	06/07/2018	Schlesinger, Aaron	\$114.80	26410	06/12/2018	Wick Communications	\$4.50
26334	06/07/2018	Shreve, Virginia A.	\$250.00	26411	06/12/2018	Willcox Auto Parts Inc.	\$118.09
26335	06/07/2018	Sierra Vista Builders Supply	\$24,841.84	26412	06/12/2018	Cochise County Sheriff's Dept.	\$539.76
26336	06/07/2018	Simmons, Frances Fitzhugh	\$250.00	26413	06/14/2018	AZ Dept. of Corrections	\$216.00
26337	06/07/2018	SMCI LLC	\$2,114.75	26414	06/14/2018	AZ Public Service - APS	\$5,304.30
26338	06/07/2018	Southeast AZ Legal Support (SEALS)	\$23,927.75	26415	06/14/2018	AZ Secretary of State	\$43.00
26339	06/07/2018	Southwest Gas Corporation	\$570.37	26416	06/14/2018	AZ State Forestry Division	\$4,369.88
26340	06/07/2018	Southwest Gas Corporation	\$171.25	26417	06/14/2018	AZ State Hospital	\$2,863.78
26341	06/07/2018	Sparkletts	\$202.38	26418	06/14/2018	AZ State Land Dept.	\$3,401.40
26342	06/07/2018	Sulphur Springs Valley Electric Coop., Inc.	\$783.64	26419	06/14/2018	AZ State Prison Complex	\$9,461.55
26343	06/07/2018	Sulphur Springs Valley Electric Coop., Inc.	\$881.14	26420	06/14/2018	AZ Supreme Court	\$445.83

26421	06/14/2018	B & S Supply Co, Inc	\$864.43	26498	06/14/2018	Vlahovich, James	\$260.00
26422	06/14/2018	Banning Creek Enterprises, LLC	\$6,190.80	26499	06/14/2018	Waxie Sanitary Supply	\$1,258.42
26423	06/14/2018	Bear Cat Manufacturing, Inc.	\$11.20	26500	06/14/2018	Wick Communications	\$141.98
26424	06/14/2018	Benson, City of	\$295.94	26501	06/14/2018	Wick Communications	\$141.98
26425	06/14/2018	Bl Incorporated	\$814.55	26502	06/14/2018	Craftmaster Concrete Construction, LLC	\$16,000.00
26426	06/14/2018	Bonfire Interactive LTD	\$20,625.00	26503	06/14/2018	Faucher, Roland	\$27.38
26427	06/14/2018	Bowie Water Improvement District	\$50.29	26504	06/14/2018	Traywick, Catherine Lynn	\$1,040.93
26428	06/14/2018	Bug-Wiser Exterminating, Inc.	\$815.00	26505	06/15/2018	AFLAC	\$9,360.21
26429	06/14/2018	Bug-Wiser Exterminating, Inc.	\$35.00	26506	06/15/2018	AZ Dept. of Administration-Risk Managemt	\$2,405.10
26430	06/14/2018	Bullock, Christopher	\$179.00	26507	06/15/2018	Rafindadi, Karlaye dba	\$2,000.00
26431	06/14/2018	Cable One	\$160.29	26508	06/19/2018	ACE Hardware	\$78.81
26432	06/14/2018	Camarillo-Clark, Sylvia	\$26.84	26509	06/19/2018	ACE Hardware	\$176.13
26433	06/14/2018	Center for Disease Detection, LLC	\$585.00	26510	06/19/2018	Alday, Melissa G.	\$31.28
26434	06/14/2018	CenturyLink	\$153.20	26511	06/19/2018	Alphagraphics	\$419.21
26435	06/14/2018	CenturyLink	\$1,553.60	26512	06/19/2018	Apache Signs Inc.	\$9.18
26436	06/14/2018	CenturyLink	\$65.79	26513	06/19/2018	Apex Equip. Sales, Inc	\$3,912.50
26437	06/14/2018	CenturyLink	\$31.55	26514	06/19/2018	AZ Dept. of Corrections	\$638.22
26438	06/14/2018	Charlie, Marian	\$126.00	26515	06/19/2018	Baker & Taylor, LLC	\$956.64
26439	06/14/2018	Cintas Fire Protection	\$2,640.00	26516	06/19/2018	Barnett's Towing & Oxygen LLC	\$262.50
26440	06/14/2018	Clear Springs Utility, Inc.	\$120.53	26517	06/19/2018	Barnett's Towing LLC	\$627.50
26441	06/14/2018	Cochise County JP#3 - Petty Cash	\$10.00	26518	06/19/2018	Bisbee NAPA	\$2,085.59
26442	06/14/2018	Concentra Medical Centers	\$143.00	26519	06/19/2018	Borquez Valdez, Angel Eduardo	\$189.00
26443	06/14/2018	Culligan of Tucson	\$47.02	26520	06/19/2018	Brooks, Jacob W.	\$65.25
26444	06/14/2018	Culligan of Tucson	\$400.20	26521	06/19/2018	Bruner, Fred	\$8.40
26445	06/14/2018	DataBank IMX LLC	\$18,450.00	26522	06/19/2018	Cardona, Theodore	\$253.00
26446	06/14/2018	Dease, Iona	\$270.00	26523	06/19/2018	Casteel, Joann	\$8.40
26447	06/14/2018	Deborah Pardeen Counseling, PLLC	\$450.00	26524	06/19/2018	Cengage Learning, Inc. dba GALE	\$26.99
26448	06/14/2018	East, Suzanne	\$215.00	26525	06/19/2018	CenturyLink	\$143.00
26449	06/14/2018	Enriquez, Rob	\$100.00	26526	06/19/2018	CenturyLink	\$61.18
26450	06/14/2018	Ergon Asphalt & Emulsions, Inc.	\$79,939.43	26527	06/19/2018	Cintas Corporation No. 445	\$150.16
26451	06/14/2018	Gomez, Mary Conlogue	\$260.00	26528	06/19/2018	Cochise County Justice Court #4	\$65.00
26452	06/14/2018	Granite Construction Company	\$4,198.30	26529	06/19/2018	Cochise County Justice Court #5	\$90.26
26453	06/14/2018	Gruhn, Sylvia Diane	\$150.00	26530	06/19/2018	Concentra Medical Centers	\$169.00
26454	06/14/2018	Holistic Engineering and Land Mgmt. PLLC	\$1,012.50	26531	06/19/2018	CRM of America LLC	\$4,252.71
26455	06/14/2018	Honeman, Van G.	\$148.00	26532	06/19/2018	Curfman Storage, LLC	\$200.00
26456	06/14/2018	Houston, Bruce	\$288.69	26533	06/19/2018	Dease, Iona	\$450.00
26457	06/14/2018	Howard, Katie A	\$135.00	26534	06/19/2018	Demco Inc.	\$105.17
26458	06/14/2018	JE Fuller Hydrology & Geomorphology, Inc.	\$5,857.57	26535	06/19/2018	Empire Southwest LLC	\$632.40
26459	06/14/2018	Jimenez, Elizabeth Sarah	\$1,620.00	26536	06/19/2018	Goodwill Industries of Southern AZ, Inc	\$29.86
26460	06/14/2018	Johnson Controls Inc.	\$3,635.75	26537	06/19/2018	Hoffman, Daniel A.	\$24.74
26461	06/14/2018	KE&G Construction Inc.	\$6,587.23	26538	06/19/2018	Interstate Battery	\$641.96
26462	06/14/2018	King, James	\$100.00	26539	06/19/2018	Isaacson Homes, LLC	\$235.00
26463	06/14/2018	Legend Technical Services of AZ, Inc.	\$40.00	26540	06/19/2018	Johnson, Malachi Thomas	\$496.00
26464	06/14/2018	MG Patience CPA	\$3,900.00	26541	06/19/2018	K12 Handhelds, Inc.	\$4,606.94
26465	06/14/2018	Michel, Meghan	\$61.84	26542	06/19/2018	Keefe Commissary Network, LLC	\$2,989.98
26466	06/14/2018	Morgan, J. Michael Ph. D.	\$295.00	26543	06/19/2018	Merle's Automotive Supply	\$1,798.05
26467	06/14/2018	MSR West	\$120.00	26544	06/19/2018	Micholason, Ron	\$16.81
26468	06/14/2018	NCS Pearson, Inc.	\$123.00	26545	06/19/2018	Miranda, Mirtha Lorena	\$18.49
26469	06/14/2018	Nugent, Glenda	\$215.00	26546	06/19/2018	Munsey, Leslie	\$49.64
26470	06/14/2018	Professional Records Mgmt., Inc.	\$3,619.13	26547	06/19/2018	National Center for Prevention of Comm. Violen	\$681.82
26471	06/14/2018	Prudential Overall Supply	\$149.68	26548	06/19/2018	NI Government Services Inc	\$221.18
26472	06/14/2018	Rafindadi, Karlaye dba	\$2,000.00	26549	06/19/2018	O'Rielly Chevrolet, Inc.	\$94.55
26473	06/14/2018	Ricoh USA, Inc.	\$931.33	26550	06/19/2018	OCLC Online Computer Library Center, Inc.	\$451.46
26474	06/14/2018	Riggs, Karen C.	\$150.00	26551	06/19/2018	OverDrive, Inc.	\$100.98
26475	06/14/2018	Rose, Altus	\$100.00	26552	06/19/2018	Porta-Pot	\$750.75
26476	06/14/2018	RWC Group	\$380.47	26553	06/19/2018	ProForce Law Enforcement	\$1,567.11
26477	06/14/2018	Schlesinger, Aaron	\$210.00	26554	06/19/2018	Prudential Overall Supply	\$189.23
26478	06/14/2018	Senergy Petroleum LLC	\$1,799.52	26555	06/19/2018	PTS-Prisoner Transp. Services America LLC	\$6,243.25
26479	06/14/2018	Solarwinds Network Mgmt.	\$2,500.00	26556	06/19/2018	Raysor, Tiffany Laura	\$191.00
26480	06/14/2018	Southwest Disposal LC	\$117.13	26557	06/19/2018	Reed, Elizabeth	\$8.40
26481	06/14/2018	Southwest Gas Corporation	\$46.26	26558	06/19/2018	Reyes, Erika L.	\$318.60
26482	06/14/2018	Southwest Gas Corporation	\$68.63	26559	06/19/2018	Reynolds, Warren or Donna	\$8.41
26483	06/14/2018	Sparkletts	\$46.47	26560	06/19/2018	Rocha, Mario F.	\$8.40
26484	06/14/2018	Specialized Office Systems	\$1,458.15	26561	06/19/2018	RWC Group	\$2,595.13
26485	06/14/2018	St. Clair, Kate M	\$1,100.90	26562	06/19/2018	Safelite Autoglass Corp.	\$410.16
26486	06/14/2018	Sulphur Springs Valley Electric Coop., Inc.	\$1,073.03	26563	06/19/2018	Senergy Petroleum LLC	\$32,248.85
26487	06/14/2018	Sulphur Springs Valley Electric Coop., Inc.	\$766.66	26564	06/19/2018	Shoemaker, Brad	\$175.00
26488	06/14/2018	Sulphur Springs Valley Electric Coop., Inc.	\$4,573.04	26565	06/19/2018	Sierra Vista NAPA	\$425.66
26489	06/14/2018	Sulphur Springs Valley Electric Coop., Inc.	\$230.86	26566	06/19/2018	Sulphur Springs Valley Electric Coop., Inc.	\$55.24
26490	06/14/2018	Sulphur Springs Valley Electric Coop., Inc.	\$959.69	26567	06/19/2018	Sulphur Springs Valley Electric Coop., Inc.	\$1,049.76
26491	06/14/2018	Target	\$114.72	26568	06/19/2018	Ugalde, Kindrall & Harwell, Jean	\$66.00
26492	06/14/2018	Technical Resource Mgmt., Inc.	\$53.90	26569	06/19/2018	United Fire Equip. Company	\$225.12
26493	06/14/2018	Technical Resource Mgmt., Inc.	\$8,976.20	26570	06/19/2018	Valley Telephone Coop., Inc.	\$108.82
26494	06/14/2018	Thomson West	\$1,177.02	26571	06/19/2018	Valley Telephone Coop., Inc.	\$297.85
26495	06/14/2018	Thomson West	\$392.34	26572	06/19/2018	Valley Telephone Coop., Inc.	\$201.34
26496	06/14/2018	Trinity Services Group, Inc.	\$3,575.18	26573	06/19/2018	Verizon Wireless	\$5,655.91
26497	06/14/2018	Valley Telephone Coop., Inc.	\$417.68	26574	06/19/2018	W. R. Ryan Company	\$3,579.41

26575	06/19/2018	Watson Chevrolet Inc	\$1,688.48
26576	06/19/2018	Waxie Sanitary Supply	\$972.35
26577	06/19/2018	Wick Communications	\$164.70
26578	06/19/2018	Wick Communications	\$162.00
26579	06/19/2018	Willcox Auto Parts Inc.	\$431.68
26580	06/19/2018	Apache Elementry School	\$24,339.14
26581	06/19/2018	Ash Creek Elementary School District	\$5,583.68
26582	06/19/2018	Benson Unified School District	\$16,280.63
26583	06/19/2018	Bowie Unified School District #14	\$4,908.73
26584	06/19/2018	Cochise County Sheriff's Dept.	\$2,340.18
26585	06/19/2018	Douglas Unified School District #27	\$8,590.28
26586	06/19/2018	Palominas Public School District #49	\$2,658.92
26587	06/19/2018	Pearce Elementary School District #22-3	\$4,806.47
26588	06/19/2018	San Simon Unified Schools	\$30,065.99
26589	06/19/2018	Sierra Vista Unified School District No. 68	\$10,103.81
26590	06/19/2018	St. David Unified School District #21	\$20,780.30
26591	06/19/2018	Tombstone Unified School District #1	\$14,153.51
26592	06/19/2018	Valley Union High School	\$10,390.15
26593	06/19/2018	Willcox Unified School District #13	\$23,030.14

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Public Lands Advisory Committee Appointments, District 1

Submitted By: Dan Coxworth, Community Development

Department: Community Development Division: Development Services

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: Dan Coxworth TITLE of PRESENTER: Director

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the reappointment of John Ladd to the Public Lands Advisory Committee, District 1, for a two-year term beginning July 1, 2018, through June 30, 2020.

Background:

The Public Lands Advisory Committee consisting of six members with two appointed by the County Supervisor for each District. Members of the PLAC serve two-year terms. Supervisor Call is recommending John Ladd be re-appointed to serve the two-year term beginning July 1, 2018,

Department's Next Steps (if approved):

Send reappointment letter and administer the oath of office to Mr. Ladd as below in BOS staff follow up.

Impact of NOT Approving/Alternatives:

There will be a vacancy on the Public Lands Advisory Committee, District 1.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Ladd the standard letter from the Board office affirming his re-appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Public Lands Advisory Committee Appointments, District 2

Submitted By: Dan Coxworth, Community Development

Department: Community Development Division: Development Services

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: Dan Coxworth TITLE of PRESENTER: Director

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the reappointment of Rusty Winkler and John Millican to the Public Lands Advisory Committee, District 2, for a two-year term beginning July 1, 2018, through June 30, 2020.

Background:

The Public Lands Advisory Committee consisting of six members with two appointed by the County Supervisor for each District. Members of the PLAC serve two-year terms. Supervisor English is recommending Rusty Winkler and John Millican be re-appointed to serve the two-year term beginning July 1, 2018, and ending on June 30, 2020.

Department's Next Steps (if approved):

Send reappointment letter and administer the oath of office to Mr. Winkler and Mr. Millican as below in BOS staff follow up.

Impact of NOT Approving/Alternatives:

There will be vacancies on the Public Lands Advisory Committee, District 2.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Winkler and Mr. Millican the standard letter from the Board office affirming his re-appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Public Lands Advisory Committee Appointments, District 3

Submitted By: Dan Coxworth, Community Development

Department: Community Development

Division: Development Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Dan Coxworth

TITLE of PRESENTER: Director

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the reappointment of Fred Davis and Steven Klump to the Public Lands Advisory Committee, District 3, for a two-year term beginning July 1, 2018, through June 30, 2020.

Background:

The Public Lands Advisory Committee consisting of six members with two appointed by the County Supervisor for each District. Members of the PLAC serve two-year terms. Supervisor Judd is recommending Fred Davis and Steven Klump be re-appointed to serve the two-year term beginning July 1, 2018,

Department's Next Steps (if approved):

Send reappointment letter and administer the oath of office to Mr. Davis and Mr. Klump as below in BOS staff follow up.

Impact of NOT Approving/Alternatives:

There will be vacancies on the Public Lands Advisory Committee, District 3.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Davis and Mr. Klump the standard letter from the Board office affirming his re-appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Approve Crime Victim Compensation Program Grant, ACJC Grant No. VC-19-050

Submitted By: Susana Stark, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 3

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

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

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

Information

Agenda Item Text:

Approve the Crime Victim Compensation Grant No. VC-19-050 in the amount of \$81,800 for the period of July 1, 2018 through June 30, 2019.

Background:

The award amount of \$81,800.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide crime victims within Cochise County compensation for injuries and losses received as a result of an incident. The grant allows \$21,500.00 in administrative costs which is used to pay salary and EREs for a part time Victim Compensation Coordinator. There are no match funds necessary for this grant. Fiscal Impact & Funding Sources: There is no transfer-in from any county account. This fund is fully grant monies.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018-2019

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

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

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

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

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 121

Attachments

[Cochise County Grant Approval Form](#)

[Grant Agreement ACJC VC-19-050](#)

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 CRIMINAL JUSTICE COMMISSION
Cochise County Attorney's Office
GRANT AGREEMENT

ACJC Grant Number VC-19-050
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)

This Grant Agreement is made this First day of July, 2018 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Cochise County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2018 and terminate on June 30, 2019. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

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

II. If to the GRANTEE:

Cochise County Attorney's Office
P.O. Drawer CA
Bisbee, AZ, 85603

Attn: The Honorable Brian McIntyre

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$12,488.00
Fringe Benefits (for salaries/overtime)*	\$8,811.00
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel	\$0.00
Supplies	\$201.00
Equipment	\$0.00
Victim Compensation Benefits	\$60,300.00
TOTAL	\$81,800.00
Positions Funded: Victim Compensation Coordinator	
Travel Funded: N/A	
Equipment Funded: N/A	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$81,800.00 in State Funds.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents

shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

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

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the Impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

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

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

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

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

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may

compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

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

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

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

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

I. In accepting this award, the GRANTEE--

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

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

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

a. it represents that--

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

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

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

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report

and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/

42. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guid.

Link: *OMB Circulars* <https://www.whitehouse.gov/omb/information-for-agencies/circulars>
OJP Financial guide: <https://www.justice.gov/ovw/file/892031/download>

Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2016. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016 <https://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>

43. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
44. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
45. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
46. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
47. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
48. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
49. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

50. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
51. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2017-VC-GX-0040 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

52. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

53. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFait>
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54. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

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

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

55. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
56. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
57. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
58. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.azcjc.gov/grants>
59. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination

against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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

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

Link: <https://www.niem.gov/about-niem/grant-funding>

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

Link: http://www.it.ojp.gov/gsp_grantcondition.

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

62. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
63. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
64. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

65. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws

pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

66. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
67. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
68. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
69. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
70. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
71. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
72. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
73. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

74. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
75. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
76. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
77. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
78. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
79. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
80. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Cochise County Attorney's Office
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
4. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
5. The GRANTEE understands that \$21,500.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
6. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
7. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
8. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (https://www.ovc.gov/voca/pdf/voca_guidelines2001.pdf).
9. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
10. The GRANTEE agrees to seek and order all available restitution owed to the program.
11. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

12. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

13. The GRANTEE agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

14. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: _____



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

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE Date



Printed Name and Title

Statutory or other legal authority to enter into Agreement:



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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission



**ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT**

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

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

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement

Submitted By: Susana Stark, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

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

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

Information

Agenda Item Text:

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-18-2826 in the amount of \$155,782 between the City of Tucson and Cochise County for the period January 1, 2018 through December 31, 2019.

Background:

The HIDTA Grant will fund one drug-crime attorney III and one administrative assistant in the Cochise County Attorney's Office. The HIDTA Grant will allow the HIDTA prosecutor to prosecute drug crimes. By not renewing the grant the County will lose one experienced senior prosecutor and one administrative assistant. The County Attorney's Office will have to reduce the number of drug crime prosecutions and asset forfeiture seizures due to a lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expense. The county attorney's office is mandated to prosecute crimes. This grant works in conjunction with Southeastern Arizona Major Investigative Team (SAMIT) headed by the DEA; the Cochise County Sheriff's HIDTA. Not renewing this grant would jeopardize law enforcement drug grants and the Byrne grant. Fiscal Impact & Funding Sources: Funding of 1 prosecutor and 1 support staff with no impact to the general fund and continue with drug prosecutions in Cochise County.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

The question is whether the Board wishes to decline HIDTA Grant funding and eliminate the two positions currently funded by the HIDTA Grant; or decline the grant and pay the two positions out of the general fund; or accept the grant and absorb the overhead costs associated with the grant.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018-2019

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 53,168.40

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 134

Attachments

Cochise County Grant Approval Form

Grant Agreement HIDTA - 2018

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: June 14, 2018

Point of Contact: Kenny Reeves

Phone Number: 432-8700

Department: **County Attorney**

PRIMARY GRANT

Primary Grantor: City of Tucson

CFDA:
www.CFDA.gov

Grant Title: High Intensity Drug Trafficking Area (HIDTA)

Grant Term From: July 1, 2018

To: June 30, 2019

Total Award Amount: 155,782.00

New Grant: Yes No

Grant No: HT-18-2826

Amendment: Yes No

Amendment No:

GL Account No: Fund 134

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice**

District: **CW**

Mandated by Law Yes No

Number of Positions Funded: 2

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Prosecution of drug cases

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

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100 155,782.00

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds: 155,782.00

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: \$ 53,168.40

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

County Subsidy (a) - (b) = \$ 53,168.40

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G18SA0007A**

COT Grant Number **HT-18-2826**

This Grant Agreement is made this 1ST day of January 2018 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Cochise County Attorney's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

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

1. This Agreement will commence on **January 1, 2018** and terminate on **December 31, 2019**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Southern Arizona Major Investigative Team (SAMIT)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

**ATTN: Minnette Powell
HIDTA/ (Finance)
Tucson Police Department
270 S. Stone Ave.
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

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

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$119,545.00
Fringe Benefits	\$36,237.00
Overtime	\$0.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment	\$0.00
TOTAL	\$155,782.00
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - October 1, 2016.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – October 1, 2016, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – Oct 1, 2016 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – October 1, 2016.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.
25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

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28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
 29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.
 30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
 31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
 32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
 33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
 34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
 35. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
38. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

6/18/18

Legal counsel for GRANTEE

Date

Britt Hanson, Chief Civil Deputy, Cochise County Atty

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

A.R.S. 11-251, -53a

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

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

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

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/is not** authorized to disburse confidential funds.

Grant Number: **HT18-2826**

Date: 6/18/18

Signature: [Handwritten Signature]
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.

a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.

b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Approve Poll Workers for the 2018 Primary and General Elections

Submitted By: Lisa Marra, Elections

Department: Elections

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

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

NAME of PRESENTER: Lisa M. Marra **TITLE of PRESENTER:** Elections Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 16-531

Information

Agenda Item Text:

Approve Poll Workers for the 2018 Primary and General Elections and authorize the Elections Director to make substitutions as necessary prior to each election, to ensure that all Vote Centers are staffed adequately with trained election Poll Workers.

Background:

A.R.S. 16-531 requires the approval of Poll Workers prior to the election cycle. The Elections Department has made a concerted effort to provide continuity across elections during election cycles by maintaining the same election Poll Workers from election to election, making adjustments only when necessary. Examples of when a substitution may be necessary are those instances where an individual is not available for a specific election, or is not effective in the role assigned, or a dispute arises among a group of Poll Workers, or where fewer are needed for a board for a specific election. Another instance in which a situation may call for a substitution is where a Poll Worker received training and worked one election, but is replaced by another worker who did not have an opportunity to work the first election. Cross-training is imperative. It is important to maintain a flexible, trained pool of Poll Workers to call on for future elections.

Department's Next Steps (if approved):

Move forward with the training of the Poll Workers on the attached list; substitute as necessary, based on special circumstances. Continue to fill the few remaining empty spots with qualified members of the public or appropriate County personnel.

Impact of NOT Approving/Alternatives:

The County will not be in compliance with A.R.S. 16-531 which requires the Board of Supervisors to approve Poll Workers and authorize the Elections Director to make substitutions as necessary.

To BOS Staff: Document Disposition/Follow-Up:

No documents required. Please let Director know when this item is approved by the Board. Thank you!

Attachments

Master VOTE CENTER POLL WORKERS 2018

VC #	Board Position	Name	Spanish Speaker	Party Affiliation
VC 1 - Douglas	Inspector	Arlethe Rios	Yes	Ind
VC 1 - Douglas	Marshal 1	Tom Hanigan	No	Rep
VC 1 - Douglas	Marshal 2			
VC 1 Douglas	Ballot Judge	Melissa Hartman	No	Dem
VC 1 - Douglas	Ballot Judge	Maria Morales	Yes	PND
VC 1 - Douglas	Ballot Judge	C C Choate	No	Other
VC 1 - Douglas	Ballot Judge	Barbara Jean Mason	No	Dem
VC 1 - Douglas	Ballot Judge	Linda Gutierrez	Yes	Dem
VC1 - Douglas	Judge	Linda Rose	Yes	Dem
VC 1 - Douglas	Clerk	Lupe Martinez	No	Dem
VC 1 - Douglas	Clerk	Guadalupe Young	Yes	Dem
VC 1 - Douglas	Clerk	Sonia Barcelo	Yes	DEM
VC 1 - Douglas	Clerk	Javier Fimbres	Yes	DEM
VC 1 - Douglas	Clerk	David Carrillo	Yes	Dem
VC 1 - Douglas	Troubleshooter	Marty Renteria	Yes	PND
VC 1 - Douglas	Courier			
VC 1 - Douglas	Courier			
VC2 - Bisbee	Inspector	Maria Kennon	Yes	Dem
VC2 - Bisbee	Marshal 1	Guillermo Lugo	Yes	Rep
VC2 - Bisbee	Marshal 2	Framk Benavidez	No	Rep
VC2 - Bisbee	Ballot Judge	Lucinda Carberry	No	Rep
VC2 - Bisbee	Ballot Judge	Elsa Dewitt	No	Dem
VC2 - Bisbee	Ballot Judge	Linda Kirkley	Yes	Rep
VC2 - Bisbee	Ballot Judge	Carrie Mitten Girsch	No	Rep
VC2 - Bisbee	Clerk	Sylvia Anable	No	Ind
VC2 - Bisbee	Clerk	Charlet Leopard	No	Dem
VC2 - Bisbee	Clerk	Kathleen Aguilar	No	Ind
VC2 - Bisbee	Clerk	Theolet Bodry	No	Dem
VC2 - Bisbee	Clerk	Lupe Contreras	Yes	Dem
VC2 - Bisbee	Troubleshooter	Stacy Wooley	No	IND
VC2 - Bisbee	Courier			
VC2 - Bisbee	Courier			
VC 3 - Tombstone	Inspector	Jean Sullivan	No	Rep
VC 3 - Tombstone	Marshal	Mary Musich	No	Ind
VC 3 - Tombstone	Ballot Judge	Charlotte Gilbert	Yes	Dem
VC 3 - Tombstone	Ballot Judge	Carolyn Grady	No	Rep
VC 3 - Tombstone	Ballot Judge	Darla Hirst	No	Dem
VC 3 - Tombstone	Ballot Judge	Trenton B. Funderburgh	No	Rep
VC 3 - Tombstone	Clerk	Gordon Anderson	No	Rep
VC 3 - Tombstone	Clerk	Jay Rodriquez	Yes	Rep
VC 3 - Tombstone	Clerk	Mark Nixon	No	LIB
VC 3 - Tombstone	Clerk	Kate Nixon	No	PND
VC 3 - Tombstone	Troubleshooter	Juan Cisneros	Yes	Dem
VC 3 - Tombstone	Courier	Tom Schelling		
VC 3 - Tombstone	Courier	Rita Shipley		
VC 4 - Willcox	Inspector	Joyce Tingle	Yes	Rep
VC 4 - Willcox	Marshal 1	Carol Hardy	No	Dem
VC 4 - Willcox	Ballot Judge	Karla Hansen	Yes	Dem
VC 4 - Willcox	Ballot Judge	Glenda Love	No	Rep
VC 4 - Willcox	Ballot Judge	Gladys Olsen	No	Dem
VC 4 - Willcox	Ballot Judge	Kathy Klump	No	Rep
VC 4 - Willcox	Clerk	Phyllis Cohorn	No	Other
VC 4 - Willcox	Clerk	James Naugle	No	Rep
VC 4 - Willcox	Clerk	Linda Shaver	No	Rep
VC 4 - Willcox	Clerk	Sally White	No	Dem
VC 4 - Willcox	Troubleshooter	Richard Bergquist	No	Rep
VC 4 - Willcox	Courier			
VC 4 - Willcox	Courier			

VC 5 - Benson	Inspector	Vicki Martzke	No	Rep
VC 5 - Benson	Marshal 1			
VC 5 - Benson	Ballot Judge	James Martzke	No	Rep
VC 5 - Benson	Ballot Judge	Valerie Padia	Yes	Dem
VC 5 - Benson	Ballot Judge	Delia Fernandez	Yes	Dem
VC 5 - Benson	Ballot Judge	Julia Woods	No	Dem
VC 5 - Benson	Clerk	Peggy Farley	No	Pnd
VC 5 - Benson	Clerk			
VC 5 - Benson	Clerk			
VC 5 - Benson	Clerk			
VC 5 - Benson	Troubleshooter	Rhonda Boone	No	
VC 5 - Benson	Courier	Jeremy Heisner	No	
VC 5 - Benson	Courier	James Polm	No	
VC6-H City/Whetstone	Inspector	Wanda Pike	No	Rep
VC6 - H City/Whetstone	Marshal 1	Wanda J. Bos	No	Dem
VC6 - H City/Whetstone	Ballot Judge	Brenda Malarchik	No	Rep
VC6 - H City/Whetstone	Ballot Judge	Raymond Korleski	No	Ind
VC6 - H City/Whetstone	Ballot Judge	Becky Lenhardt	No	Rep
VC6 - H City/Whetstone	Ballot Judge	Pamela Cohen	No	Ind
VC6 - H City/Whetstone	Clerk	Kara Harris	Yes	Rep
VC6 - H City/Whetstone	Clerk	Michael Lenhardt	No	Rep
VC6 - H City/Whetstone	Clerk	Janie Cohen	No	Rep
VC6 - H City/Whetstone	Clerk	Jessi T Cohen	No	Other
VC6 - H City/Whetstone	Clerk	Nancy Burnett	No	Rep
VC6 - H City/Whetstone	Troubleshooter	Mariela Maldonado	Yes	IND
VC6 - H City/Whetstone	Courier	Kyle Nickell	No	
VC6 - H City/Whetstone	Courier	Bob Fleming	No	
VC7 - SV West / Kino	Inspector	Glen Eberly	No	Dem
VC7 - SV West / Kino	Marshal 1	Arnold Davis III	No	Pnd
VC7 - SV West / Kino	Marshal 2	David Lewis	No	LBT
VC7 - SV West / Kino	Ballot Judge	Judith Tritz	No	Dem
VC7 - SV West / Kino	Ballot Judge	Jeanette Davis	No	Rep
VC7 - SV West / Kino	Ballot Judge	Richard Starr	No	Dem
VC7 - SV West / Kino	Ballot Judge	Arlie Rauch	No	Rep
VC7 - SV West / Kino	Ballot Judge	Pam Dacus	No	Dem
VC7 - SV West / Kino	Clerk	Catherine Brownell	No	Dem
VC7 - SV West / Kino	Clerk	Richard Brownell	No	Dem
VC7 - SV West / Kino	Clerk	Arnold Davis	No	Ind
VC7 - SV West / Kino	Clerk	Lorenza Wysonog	Yes	Rep
VC7 - SV West / Kino	Clerk	Alexandra Felton	No	Other
VC7 - SV West / Kino	Clerk	Jayne Knoche	No	Dem
VC7 - SV West / Kino	Troubleshooter	James Orndorf	No	PND
VC7 - SV West / Kino	Courier			
VC7 - SV West / Kino	Courier			
VC8A/B-SV East Shiloh	Inspector A/B	Jo Ann Gasper	No	Rep
VC8 A/B - SV East Shiloh	Marshal A	John Dobkowski	No	Ind
VC8 A/B - SV East Shiloh	Marshal B	Anthony Moringello	No	Ind
VC8 A/B - SV East Shiloh	Ballot Judge	Dolores Thames	No	Rep
VC8 A/B - SV East Shiloh	Ballot Judge	Cynthia Haller	No	Rep
VC8 A/B - SV East Shiloh	Ballot Judge	Matthew Lamken	NO	Rep
VC8 A/B - SV East Shiloh	Ballot Judge	Nancy Fyfee	No	Rep
VC8 A/B - SV East Shiloh	Ballot Judge	Corinne Sugitan	No	Dem
VC8 A/B - SV East Shiloh	Ballot Judge	John Dekeizer	No	Rep
VC8 A/B - SV East Shiloh	Ballot Judge	Lois Sheldahl	No	Ind
VC8 A/B - SV East Shiloh	Ballot Judge	Harriet Kolen	No	Dem
VC8 A/B - SV East Shiloh	Ballot Judge	Krist-Anah Watkins	No	Rep
VC8 A/B - SV East Shiloh	Clerk	Jane Wirth	No	Dem
VC8 A/B - SV East Shiloh	Clerk	Terry Cotton	No	Rep
VC8 A/B - SV East Shiloh	Clerk	Lawrence Hays	No	Dem
VC8 A/B - SV East Shiloh	Clerk	Barbara Hays	No	Dem
VC8 A/B - SV East Shiloh	Clerk	Margaret Graham	Yes	Dem
VC8 A/B - SV East Shiloh	Clerk			
VC8 A/B - SV East Shiloh	Clerk			
VC8 A/B - SV East Shiloh	Troubleshooter	David Kelso	No	
VC8 A/B - SV East Shiloh	Courier	Frances Alvarez	Yes	
VC8 A/B - SV East Shiloh	Courier	Rachael Alvarez	Yes	

VC 9A/B - Methodist	Inspector A/B	Lupe Rivera	Yes	Dem
VC 9A/B - Methodist	Marshal A	Howard Slater	No	Rep
VC 9A/B - Methodist	Marshal B	Dennis Wahlen	No	REP
VC 9A/B - Methodist	Ballot Judge	Stephanie Alvarez	Yes	Dem
VC 9A/B - Methodist	Ballot Judge	Jean Hayden-Molly	No	Ind
VC 9A/B - Methodist	Ballot Judge	Monica McCall	No	Dem
VC 9A/B - Methodist	Ballot Judge	Maxine Holder	No	Pnd
VC 9A/B - Methodist	Ballot Judge	Edna Rodriguez	Yes	Dem
VC 9A/B - Methodist	Ballot Judge	Teresa Spoerl	No	Ind
VC 9A/B - Methodist	Ballot Judge	Neenah Blinksop	No	Ind
VC 9A/B - Methodist	Ballot Judge	Harry Bowen	No	Rep
VC 9A/B - Methodist	Ballot Judge	Keith Jansen	No	Rep
VC 9A/B - Methodist	Ballot Judge	Theodore Ames	No	Dem
VC 9A/B - Methodist	Ballot Judge	Julianna Jennings	No	Rep
VC 9A/B - Methodist	Clerk			
VC 9A/B - Methodist	Clerk			
VC 9A/B - Methodist	Clerk	Barbara Anne Kennedy	No	Pnd
VC 9A/B - Methodist	Clerk	Nina L. Garcia	Yes	Dem
VC 9A/B - Methodist	Clerk	Bruce Dillingham	No	Dem
VC 9A/B - Methodist	Clerk	Linda Jones	No	Rep
VC 9A/B - Methodist	Clerk	Georgia Mastin	No	Dem
VC 9A/B - Methodist	Clerk	Edith Jennings	No	Rep
VC9a/B - Methodist	Clerk	Julia Stone	No	Rep
VC 9A/B - Methodist	Clerk	Richard Young	No	Dem
VC 9A/B - Methodist	Troubleshooter	Cesar Escobedo	Yes	PND
VC 9A/B - Methodist	Courier			
VC 9A/B - Methodist	Courier			
VC10 SV SE Mtn Vista	Inspector	Holly Labombard	No	Other
VC10 SV SE Mtn Vista	Marshal	Raymond Mead	No	Dem
VC10 SV SE Mtn Vista	Ballot Judge	Robet Abney	No	Rep
VC10 SV SE Mtn Vista	Ballot Judge	Joyce Brown	No	Dem
VC10 SV SE Mtn Vista	Ballot Judge	Patricia Crowell	No	Dem
VC10 SV SE Mtn Vista	Ballot Judge	Johanna Scott	No	Dem
VC10 SV SE Mtn Vista	Ballot Judge	Peter Wev	No	Rep
VC10 SV SE Mtn Vista	Clerk	Charles Lemley	Yes	Rep
VC10 SV SE Mtn Vista	Clerk	Imogene Williams	No	Dem
VC10 SV SE Mtn Vista	Clerk	Justice Grant	No	Dem
VC10 SV SE Mtn Vista	Clerk	Dallas Grant	No	Dem
VC10 SV SE Mtn Vista	Clerk	Jeffrey D Williams	No	Other
VC10 SV SE Mtn Vista	Clerk	Monica Ann Thomas	NO	Dem
VC10 SV SE Mtn Vista	Troubleshooter	Breona Mouton	No	DEM
VC10 SV SE Mtn Vista	Courier			
VC10 SV SE Mtn Vista	Courier			
VC11 - Palominas	Inspector	David Walker	Yes	Rep
VC11 - Palominas	Marshal	Jim Straka	No	Rep
VC11 - Palominas	Ballot Judge	Asa Stephens	No	Pnd
VC11 - Palominas	Ballot Judge	Charlotte Moon	No	Rep
VC11 - Palominas	Clerk	Nora Sue Walker	No	Rep
VC11 - Palominas	Clerk	Leslie Lambert	No	Dem
VC11 - Palominas	Clerk	Lisa L Howison	No	Rep
VC11 - Palominas	Clerk	Janie Fix	No	Rep
VC11 - Palominas	Troubleshooter	Stacey Wooley	No	IND
VC11 - Palominas	Courier			
VC11 - Palominas	Courier			

VC12-Bowie/San Simon	Inspector	Delia Guzman	Yes	Dem
VC12 - Bowie/San Simon	Marshal	Roberta Grainger	No	Rep
VC12 - Bowie/San Simon	Ballot Judge	Elizabeth DeSpain	No	Ind
VC12 - Bowie/San Simon	Ballot Judge	Robin Ragan	No	Rep
VC12 - Bowie/San Simon	Clerk	Barbara J Earhardt	No	Ind
VC12 - Bowie/San Simon	Clerk	Michele Larned	No	Dem
VC12 - Bowie/San Simon	Clerk	Sharon A Webster	No	Dem
VC12 - Bowie/San Simon	Troubleshooter	Richard Bergquist	NO	Rep
VC12 - Bowie/San Simon	Courier	Karen Lamberton		
VC12 - Bowie/San Simon	Courier	Daniel Ellsworth		
VC13 - C. Strong/Sunizona	Inspector	Brenda Whittaker	No	Rep
VC13 - C. Strong/Sunizona	Marshal	Maryclare Tiuan	No	Dem
VC13 - C. Strong/Sunizona	Ballot Judge	Peggy Parks	No	Rep
VC13 - C. Strong/Sunizona	Ballot Judge	Rita Saunders	No	Dem
VC13 - C. Strong/Sunizona	Clerk	Robert Weston	No	Rep
VC13 - C. Strong/Sunizona	Clerk	Mary Sztuk	No	Ind
VC13 - C. Strong/Sunizona	Clerk	Laura Anne Bunyard	No	Other
VC13 - C. Strong/Sunizona	Troubleshooter	Richard Bergquist		
VC13 - C. Strong/Sunizona	Courier	Stephanie Fulton	No	
VC13 - C. Strong/Sunizona	Courier	Jennifer David	No	
VC14 - McNeal	Inspector	Pamela Frank	No	Ind
VC14 - McNeal	Marshal	Patsy Rineer	No	Dem
VC14 - McNeal	Ballot Judge	Cynthia Heideman	No	Ind
VC14 - McNeal	Ballot Judge	Cynthia Highley	No	Rep
VC14 - McNeal	Clerk	Linda Bohling	No	Rep
VC14 - McNeal	Clerk	Felicia Dandurand	No	Ind
VC14 - McNeal	Troubleshooter	Carol L. Schneider	No	Rep
VC14 - McNeal	Courier	Sandy Arevalos	Yes	
VC14 - McNeal	Courier	Christine McVean	No	
VC15 - Webb	Inspector	Sarah Simmons	No	Rep
VC15 - Webb	Marshal	William Schoder-Ehri	Yes	Pnd
VC15 - Webb	Ballot Judge	Alma Garcia	Yes	Pnd
VC15 - Webb	Ballot Judge	Joel Ievin		Pnd
VC15 - Webb	Clerk	Ruthie Schoder-Ehri	Yes	Pnd
VC15 - Webb	Clerk	Eve Ellen Rosenberg	No	Dem
VC15 - Webb	Clerk	Elizabeth (Beth) Stoner	Yes	Dem
VC15 - Webb	Clerk	Jacob D. Simmons	No	Rep
VC15 - Webb	Troubleshooter	Carol L. Schneider	No	Rep
VC15 - Webb	Courier	Sandy Arevalos	Yes	
VC15 - Webb	Courier	Christine McVean	No	
VC16 - Portal	ELIMINATED 2018			
VC17 - St. David	Inspector	Florence Jones	No	Rep
VC17 - St. David	Marshal	Henry Nyquist	No	Pnd
VC17 - St. David	Ballot Judge	Edgar Louis Schueman	No	Ind
VC17 - St. David	Ballot Judge	Nora Hady	No	Dem
VC17 - St. David	Clerk	Ruth Ellen Fry	No	Rep
VC17 - St. David	Clerk	Roy Jones	No	Rep
VC17 - St. David	Clerk			
VC17 - St. David	Clerk			
VC17 - St. David	Troubleshooter	Juan	Yes	DEM
VC17 - St. David	Courier	Jeremy Heisner	No	
VC17 - St. David	Courier	James Polm	No	
VC18 - Mescal/J-Six	Inspector	Robert Lujan	Yes	Ind
VC18 - Mescal/J-Six	Marshal	CJ Garan	No	Rep
VC18 - Mescal/J-Six	Ballot Judge	Charlene Lujan	No	Ind
VC18 - Mescal/J-Six	Ballot Judge	Marilyn Fox	No	Rep
VC18 - Mescal/J-Six	Clerk	Kathy Johnson	No	Rep
VC18 - Mescal/J-Six	Clerk	Mary Treu	No	Rep

VC18 - Mescal/J-Six	Clerk	Patricia Ronell Stickler	No	Rep
VC18 - Mescal/J-Six	Troubleshooter	Rhonda Boone	No	PND
VC18 - Mescal/J-Six	Courier	Jeremy Heisner	No	
VC18 - Mescal/J-Six	Courier	James Polm	No	

Alternate				
VC2 - Bisbee	Alternate	Maren, Watson		
VC2 - Bisbee	Alternate	Nicholas, Knight		
Early Board	Pat Fleming-Dem			
	Margaret DeVries-Ind			
	Elizabeth Bernstein-Dem			
	JoAnn Gasper-Rep			
	Nancy Jacobsen-Rep			
	Isabel Lugo-Rep			
	Kyle Nickell-Ind			
	Nancy Priest-Dem			
	Irene Ruiz-Ind			
	Gabe Ruiz-Rep			
	Linda Smith-Rep			
	Larry Hampton-Rep			
	Dennis Hickman-Dem			

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Adopt Resolution 18-09 Cancelling Precinct Committeemen Election and appointing Candidates

Submitted By: Lisa Marra, Elections

Department: Elections

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Lisa M. Marra **TITLE of PRESENTER:** Elections Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** 16-822B,

Information

Agenda Item Text:

Adopt Resolution 18-09 canceling the election of certain Precinct Committeemen for the 2018 Primary Election on August 28, 2018, and appointing all candidates that filed to run for Precinct Committeemen for those precincts in which no election is required.

Background:

A.R.S. 16-822B. If the number of persons who file nominating petitions for an election to fill Precinct Committeeman positions is less than or equal to the number of Precinct Committeeman positions, the County Board of Supervisors may cancel the election for those positions not sooner than seventy-five days before the election and appoint the person who filed the nomination petition to fill the position. If no person has filed a nominating petition to fill a position, the position is deemed vacant and shall be filled as otherwise provided by law. A Precinct Committeeman who is appointed pursuant to this subsection after filing a nominating petition shall be deemed an elected Precinct Committeeman.

Department's Next Steps (if approved):

Send notification to County Party Chairs and prepare and send certificates of appointment to Precinct Committeemen.

Impact of NOT Approving/Alternatives:

Not in compliance with A.R.S. 16-822(b) and would have to conduct an election for each of these precincts at a considerable amount of expense to the County which is not reimbursable.

To BOS Staff: Document Disposition/Follow-Up:

Provide an executed copy of the Resolution to the Elections Director. The Clerk of the Board shall sign each of the certificates which will be prepared by the Elections Dept for mailing after the August election.

Attachments

PC Master List 2018

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
01 BE Benson	6	Weaver	Doris	Kay	4				1				1			
		Weaver	Nelson	M.												
02 BE J - Six	8	Curtis	Charles	R.	3				1				1			
		Curtis	Sherry	L.												
03 BE San Pedro	7	Diaz	Lupe	U.	4				1				1			
04 BI Bisbee	2				7	Simkin	Helen	C	1				1			
						Tordsen	Alyce	E								
05 BI Don Luis	3				6	Birch	Tamara	R.	1				1			
						Hummingbird	Sandra	S								
						Minor	Marie	S								
						Rhodes	Christine									
06 BI Warren	3	Ross	Patricia		6	Penrose	David	WM	1				1			
		Ross	Ramiro													

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
07 Bowie	2				2				1				1			
08 Cochise Stronghold	7				4				1				1			
09 DO Calvary	2				7				1				1			
10 DO Carlson	3	Morales	María	M.	8				1				1			
		Vigil	Mary Louise													
11 DO Castro Park	2				9				1				1			
12 DO Gadsden	2				7				1				1			

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
13 DO Sunnyside	3	Krentz	Miriam	Susan	7				1				1			
14 Greater San Pedro	8	Evans	Janet	Ann	3	Hickman	Debbie	A.	1				1			
		Evans	R													
15 Hereford	8	Emerson-Roberts	Michele	Joy	3				1				1			
		Gasper	Jo Ann													
		Gasper	Louis	C.												
		Huff	M	Jane												
		Rasmussen	Nancy	J												
		Roberts	Charles	R.												
16 Huachuca	4				3				1				1			
17 McNeal	4				3				1				1			
18 Naco	2				3	Corley	Rick	H.	1				1			
19 Palominas	5	Langer	Judith	K.	3				1	McFarland	Michael	R.	1			
		Langer	Paul	D.												
		Montgomery	Robert	W.												
		Rice	Valerie	J.												
		Stoner	Debbie	R.												

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
20 Pirtleville	3				6				1				1			
21 Pomerene	5	Floyd	Heather	C.	3				1				1			
22 Portal	2	Arena	Toni	G.	2				1				1			
23 San Simon	2				1				1				1			
24 St. David	9	Buchanan	Donald	J.	3				1				1			
		Dever	Nancy	J.					1				1			
		McKeighen	Brian	L.												
		Miller	Katie	(Kathleen) A.												
		Staggs	Bonnie	S.												
25 Sunizona	3				2				1				1			
26 SV Avenida Del Sol	7				5				1				1			

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
27 SV Buffalo Soldier	10	Dolge	David	M.	5	Tyndall	Elisabeth	F.	1				1			
		Dolge	Kathleen	B.												
		Hylsky	Vera	L.												
		Piepho	Bruce	M.												
		Piepho	Elizabeth	F.												
28 SV Busby	6				4	Hickey	Patricia	A.	1				1			
29 SV Carmelita	4	Benton	Russalice		3				1				1			
		Dean	Michael	P.												
30 SV Cloud	4				3				1				1			
31 SV College	6	Johnson	Suzanne	V.	4				1				1			
32 SV Country Club	10	Barr	Richard	C.	4				1				1			
		Blair	Marie	A.												
		Clark	Kathy	A.												
		Colberg	William	Charles												
		Harris	Frances	M.												
		Herron	Clifford	Lex												
		Herron	Suzanne	Gilbert												
		Kilness	Barbara													
		Workley	Helen	Kreek												
	Zucco	Lori	Ann													

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
33 SV Estates	7	Cooksley	Kent	C.	4	Garcia	Jose		1				1			
		Gehrke	Cheryl	J.												
		Reinhart	Lowenid	B.												
34 SV Hopi	6	Gowan	Jessica	R.	4				1	Andrews	Nathan	Mann	1			
		Gowan JR.	David													
		Gowan SR.	David													
		Wenc	Anthony													
35 SV Moson	8	Black	Mary	Ann	3				1				1			
		Hart	Pauline													
		Hart	Ronald	J.												
		Jones	Jennifer	Marie												
		Marcell	Susan	S.												
36 SV Pueblo Del Sol	5	Anderson	Pamela	Faye	3				1				1			
37 SV Ramsey	7	Griffin	Gail		3				1				1			
		Mayer	Yvonne	T.												
		Singleton	Cody													

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
38 SV Snyder	4				3				1				1			
39 SV Soldier Creek	8				6				1				1			
40 SV Town & Country	8	Goldcamp	Nancy	R.	4				1				1			
		Jones	Casey													
		Jones	Kathy	O.												
		Jones	Patrick	A.												
		Stevens	David	W.												
41 SV Village Meadows	9	Anselmi	Jeffery	J.	5				1				1			
		Crosby	Tom													
		Fast	Beth	A.												
		Fast	Eric	B.												
		Harter	Melvin	E.												
		Lowery	Don	K.												
		Tilton JR.	Edward	G.												
42 SV Vista Village	6	James	Michael	L.	4				1				1			
		Martin	Brandon	R.												

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
43 SV Yaqui	10	Bloom	Larry	D.	4	Fleming	Robert	"Bob"	1				1			
		Brofer	Duane	CR		Fleming	Partricia V	"Pat"								
		Fredenburgh	Jere			Landin	Pam									
		Lemley	Charles	R.												
		Mitchell	Kathleen	Sue												
		Riordon	Elizabeth													
		Viscarra	Harry													
		Watkins	Krist-Anah	E.												
44 Tombstone	7	Hunley	Amy		4	Cook	Alisa	G.	1				1			
		Kilpatrick	Lori	A.												
		Kilpatrick	Daniel	S.												
		Lescard	Penny	D.												
		Traywick	Catherine	L.												
45 Webb	3	Brown	Stella	R.	2				1				1			
		Peña	Leslie	J.												
46 Whetstone	9	Pike	Wanda	E.	4				1	Morrison	Michael	F.S.W.	1			
		Burnett	Nancy	I.												
		Halbrook	Craig	Leon												
		Harris	Kara	L.												
		Malarchik	Brenda	L.												

2018 Precinct Committee Candidate Filings

PRECINCT# & NAME	Republican PC				Democratic PC				Libertarian PC				Green Party PC			
	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle	NTE	Last Name	First Name	Middle
47 WI Kansas Settlement	6				4				1				1			
48 WI Stewart	6				3				1				1			
49 WI Willcox	4				3				1				1			
	265				200				49				49			

RESOLUTION NO. 18-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY CANCELING THE
REGULAR ELECTIONS OF AUGUST 28, 2018 FOR CERTAIN PRECINCT COMMITTEE
PERSONS OF CERTAIN PRECINCTS IN WHICH NO ELECTION IS REQUIRED**

WHEREAS, pursuant to A.R.S. § 16-822(B), if the number of the persons who file nominatinon petitions for an election to fill Precinct Committee person positions is less than or equal to the number of Precinct Committee person positions, the county Board of Supervisors may cancel the election for those offices and appoint the persons who filed the nominating petitions to fill those positions; and

WHEREAS, for each of the following listed precincts, the following person, or persons, have filed a nominating petitions for election for precinct committee persons:

PRECINCT 01 BE BENSON:

Weaver, Doris Kay (REP)

Weaver, Nelson M. (REP)

PRECINCT 02 BE J SIX:

Curtis, Charles, R. (REP)

Curtis, Sherry L. (REP)

PRECINCT 03 BE SAN PEDRO:

Diaz, Lupe U. (REP)

PRECINCT 04 BI BISBEE:

Simkin, Helen C. (DEM)

Tordsen, Alyce E. (DEM)

PRECINCT 05 BI DON LUIS:

Birch, Tamara R. (DEM)

Hummingbird, Sandra S. (DEM)

Minor, Marie S. (DEM)

Rhodes, Christine (DEM)

PRECINCT 06 BI WARREN:

Penrose, David WM (DEM)

Ross, Ramiro (REP)

Ross, Patricia (REP)

PRECINCT 10 DO CARLSON:

Morales, Maria M. (REP)

Vigil, Mary Louise (REP)

PRECINCT 13 DO SUNNYSIDE:

Krentz, Miriam Susan (REP)

PRECINCT 14 GREATER SAN PEDRO:

Hickman, Debbie A. (DEM)

Evans, R. (REP)

Evans, Janet Ann (REP)

PRECINCT 15 HEREFORD:

Emerson-Roberts, Michele Joy (REP)

Gasper, Jo Ann (REP)

Gasper, Louis C. (REP)

Huff, M. Jane (REP)

Rasmussen, Nancy J. (REP)

Roberts, Charles R. (REP)

Taylor, Carol J. (REP)

PRECINCT 18 NACO:

Corley, Rick H (DEM)

PRECINCT 19 PALOMINAS:

McFarland, Michael R (LIB)

Langer, Judith K. (REP)

Langer, Paul D. (REP)

Montgomery, Robert W. (REP)

Rice, Valerie J. (REP)

Stoner, Debbie R. (REP)

PRECINCT 21 POMERENE:

Floyd, Heather C. (REP)

PRECINCT 22 PORTAL:

Arena, Toni G. (REP)

PRECINCT 24 ST. DAVID:

Buchanan, Donald L (REP)

Dever, Nancy J. (REP)

McKeighen, Brian L. (REP)

Miller, Katie (Kathleen) A. (REP)

Staggs, Bonnie S. (REP)

PRECINCT 27 SV BUFFALO SOLDIER:

Tyndall, Elisabeth F. (DEM)

Dolge, David M. (REP)

Dolge, Kathleen B. (REP)

Hylsky, Vera L (REP)

Piepho, Bruce M. (REP)

Piepho, Elizabeth S. (REP)

PRECINCT 28 SV BUSBY:

Hickey, Patricia A. (DEM)

PRECINCT 29 SV CARMELITA:

Benton, Russalice (REP)

Dean, Michael P. (REP)

PRECINCT 31 SV COLLEGE:

Johnson, Suzanne V. (REP)

PRECINCT 32 SV COUNTRY CLUB:

Barr, Richard C. (REP)
Blair, Marie A. (REP)
Clark, Kathy A. (REP)
Colberg, William Charles (REP)
Harris, Frances M. (REP)

Herron, Clifford Lex (REP)
Herron, Suzanne Gilbert (REP)
Kilness, Barbara (REP)
Workley, Helen Kreek (REP)
Zucco, Lori Ann (REP)

PRECINCT 33 SV ESTATES:

Cooksley, Kent C. (REP)
Gehrke, Cheryl J. (REP)

Reinhart, Lowenid B. (REP)
Garcia, Jose (DEM)

PRECINCT 34 SV HOPI:

Andrews, Nathan Mann (LIB)
Gowan, Jessica R. (REP)

Gowan, SR., David (REP)
Gowan, JR., David (REP)
Wenc, Anthony (REP)

PRECINCT 35 SV MOSON:

Black, Mary Ann (REP)
Hart, Pauline (REP)

Hart, Ronald J. (REP)
Jones, Jennifer Marie (REP)
Marcell, Susan S. (REP)

PRECINCT 36 SV PUEBLO DEL SOL:

Anderson, Pamela Faye (REP)

PRECINCT 37 SV RAMSEY:

Griffin, Gail (REP)

Mayer, Yvonne T. (REP)
Singleton, Cody (REP)

PRECINCT 40 SV TOWN & COUNTRY:

Goldcamp, Nancy R. (REP)
Jones, Casey (REP)
Jones, Kathy O. (REP)

Jones, Patrick A. (REP)
Stevens, David W. (REP)

PRECINCT 41 SV VILLAGE MEADOWS:

Anselmi, Jeffrey J. (REP)
Crosby, Tom (REP)
Fast, Beth A. (REP)

Fast, Eric B. (REP)
Harter, Melvin E. (REP)
Lowery, Don K. (REP)
Tilton JR., Edward G. (REP)

PRECINCT 42 SV VISTA VILLAGE:

James, Michael L. (REP)

Martin, Brandon R. (REP)

PRECINCT 43 SV YAQUI:

Fleming, Robert "Bob" (DEM)
Fleming, Patricia V. "Pat" (DEM)
Landin, Pam (DEM)
Bloom, Larry D. (REP)
Brofer, Duane R. (REP)

Fredenburgh, Jere (REP)
Lemley, Charles R. (REP)
Mitchell, Kathleen Sue (REP)
Riordon, Elizabeth (REP)
Viscarra, Harry J. (REP)
Watkins, Krist-Anah E. (REP)

PRECINCT 44 TOMBSTONE:

Cook, Alisa G. (DEM)
Hunley, Amy (REP)
Kilpatrick, Daniel S. (REP)

Kilpatrick, Lori A. (REP)
Lescard, Penny D. (REP)
Traywick, Catherine L. (REP)

PRECINCT 45 WEBB:

Brown, Stella R. (REP)

Peña, Leslie J. (REP)

PRECINCT 46 WHETSTONE:

Morrison, Michael F.S.W. (LIB)
Burnett, Nancy I. (REP)
Halbrook, Craig Leon (REP)

Harris, Kara L. (REP)
Malarchik, Brenda L. (REP)
Pike, Wanda E. (REP)

and are the only persons to have done so, thus rendering each election an uncontested election; and

NOW THEREFORE BE IT RESOLVED By the County of Cochise as follows:

1. The elections of the Precinct Committee persons, scheduled for August 28, 2018, are canceled pursuant to the authority granted to the Cochise County Board of Supervisors.
2. The persons listed above are hereby appointed to fill the positions of Precinct Committee persons in the designated precincts in Cochise County.
3. If no nomination petitions for a candidate and no nomination papers for a write-in candidate have been filed to fill the position for which the election was being held, the position is deemed vacant and shall be filled in accordance with laws governing the filling of those vacancies.

4. This action is taken pursuant to the authority granted the Cochise County Board of Supervisors under A.R.S. § 16-410(A).

Approved by the Board of Supervisors of the County of Cochise this 13th day of July 2018.

Peggy Judd, Chairman,
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson

Britt Hanson,
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

US Forest Service at BDI lease ammendment

Submitted By: Jay Howe, Facilities

Department: Facilities

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the General Services Administration (GSA) lease Amendment No. 127EAB05L0502PLA15 for the US Forest Service (Helitack) at BDI (annual Consumer Price Index adjustment) in the amount of \$15,056.65 with \$1,254.72 monthly payment, effective June 1, 2018 through May 31, 2019.

Background:

The U.S. Forest Service has been leasing this space since 2005, and has approved annual lease amendments to make rent adjustments per the contract and the Consumer Price Index. This amendment will be in effect through May 31 2019.

Department's Next Steps (if approved):

Facilities will forward the approved and signed lease amendment for signature to Lorrie Evans, Lease Contracting Officer Region 3 US Forest Service

Impact of NOT Approving/Alternatives:

If not approved, the lease amount will remain the same and we will be operating without a lease contract.

To BOS Staff: Document Disposition/Follow-Up:

Please send 2 copies of signed original to:
Lorrie Evans
Leasing Officer, Region 3 US Forest Service
Buying Team Leader, Incident Support
2324 E. McDowell Road
Phoenix, AZ 85006

Attachments

US Forest lease

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 127EAB05L0502PLA15
	TO LEASE NO. 127EAB05L0502
ADDRESS OF PREMISES CORONADO NF, DOULGAS (BISBEE) HELIBASE 6940 AIR TERMINAL ROAD DOUGLAS, AZ 85607	PDN Number: NA

THIS AMENDMENT is made and entered into between
COCHISE COUNTY BOARD OF SUPERVISORS
whose address is: 1415 MELODY LANE, BLDG G, BISBEE, AZ 85603

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to APPLY A CPI ADJUSTMENT TO LEASE.

NOW THEREFOR, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **June 1, 2018** as follows:

IN ACCORDANCE WITH PART III AWARD, GSA FORM 3626, CPI ADJUSTMENT CLAUSE:

CALCULATE CPI ADJUSTMENT TO THE LEASE AS FOLLOWS:

THE GOVERNMENT SHALL PAY THE LESSOR THE REVISED ANNUAL RENT OF \$15,056.65 AT THE RATE OF \$1,254.72 PER MONTH IN ARREARS.

RENT FOR A LESSER PERIOD SHALL BE PRORATED. RENT CHECKS SHALL BE MADE PAYABLE TO COCHISE COUNTY AT THE ADDRESS SHOWN ABOVE.

RENT IS EFFECTIVE JUNE 1, 2018 THROUGH MAY 31, 2019.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: SIGNATURE NOT NEEDED. _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: **LORRIE EVANS**
Title: Lease Contracting Officer
Region 3, Forest Service,
Date: June 15, 2018

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Workforce Development

Meeting Date: 07/10/2018

Approve the Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security (ADES) and the Cochise County Board of Supervisors

Submitted By: Anita Baca, Housing Authority

Department: Housing Authority

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 5 or More

NAME of PRESENTER: N/A **TITLE of PRESENTER:** N/A

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Title IB Adult, Youth, and Dislocated Worker PY18/FY19 contract #DI19-002208 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2018 to June 30, 2020.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2018 to June 30, 2020.

Department's Next Steps (if approved):

Review and sign the four copies of the PY18/FY19 Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise Private Industry Council, Inc. in order to cover expenses.

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

The documents should be mailed to: Cochise Private Industry Council., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Vada Phelps. Request a fully executed original to be returned to the Board office.

Attachments

ADES and Cochise County IGA

INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement between the Arizona Department of Economic Security ("ADES") and the Cochise County Board of Supervisors ("Contractor").

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

The Contractor is duly authorized to execute and administer contracts under A.R.S § 11-201 and,

ADES and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

The term of this Agreement shall begin on July 1, 2018 and shall end on June 30, 2023, unless otherwise amended.

THEREFORE, ADES and Contractor (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

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

**FOR AND ON BEHALF OF THE COCHISE COUNTY
BOARD OF SUPERVISORS:**

Procurement Officer Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
DI19-002208	
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: All Arizonans who qualify receive timely DES services and achieve their potential.
- 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

- 2.1 The purpose of this agreement is to provide Workforce Innovation and Opportunity Act (WIOA) Title I services to eligible Adults, Dislocated Workers, and Youth throughout the designated Local Workforce Development Area (LWDA). These services will be provided in accordance with Federal and State regulations and the most current Local Plan.

3.0 PROGRAM ELIGIBILITY

- 3.1 Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Innovation and Opportunity Act as amended and applicable Federal and State regulations.

4.0 SERVICE DESCRIPTION

- 4.1 Adult and Dislocated Workers:
 - 4.1.1 Provided to WIOA Title I eligible Adults and Dislocated Workers, as appropriate to meet the individual's needs, may include Career Services and/or Training Services.
- 4.2 Rapid Response:
 - 4.2.1 Provided to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIOA Title I services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.
- 4.3 Youth:
 - 4.3.1 Provided to WIOA Title I eligible Youth, who are either in-school, ages fourteen to twenty-one (14-21) (unless an individual with a disability who is attending school under State law) or out-of-school, ages sixteen to twenty-four (16-24). Expenditures for in-school youth shall not exceed 25% of all Youth funds available.
- 4.4 The expenditures for all Programs will comply with 2 CFR 200; Public Law, 113-128 of the 113th Congress described as the Workforce Innovation and Opportunity Act and Federal and State regulations and guidelines under the WIOA Title I Federal Allotments.

5.0 RESPONSIBILITIES

- 5.1 ADES and the Contractor agree as follows:
- 5.2 The Contractor shall:
 - 5.2.1 Provide WIOA Title I services to eligible Adults, Dislocated Workers, and Youth throughout the designated LWDA. These services will be provided in accordance with Federal and State regulations and the most current Local Plan.
 - 5.2.2 Meet all negotiated performance levels for all performance measures contained in the Contractor's Local Plan. Failure to meet any of the performance measures may result in ADES issuing a Demand for Assurance, which may require a written corrective action plan from the Contractor.
 - 5.2.3 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by ADES, failure to complete shall result in the immediate suspension of the Contractor's authority to receive payment under this Agreement. Such authority shall not be reinstated until the Contractor submits, and ADES approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.
 - 5.2.4 Comply with the approved Demand for Assurance response. If not in compliance, ADES will proceed with remedies as authorized under this agreement up to and including sanctions.
 - 5.2.5 Be held responsible for meeting performance measures. If the Contractor fails the same performance measure in two consecutive years, ADES may impose sanctions up to and including withholding WIOA Title I funding as authorized under this Agreement.
 - 5.2.6 Send a written notice in accordance with the "Notices Section" of this Agreement, if the Contractor wishes to transfer funds in accordance with the ADES Policy and Procedure Manual – Workforce Innovation and Opportunity Act, section 400.

5.2.7 The Contractor shall give written notice in accordance with the "Notices Section" of this Agreement, if the Contractor wishes to shift Administrative funds to Program funds, however, the shift must be within the same funding source. The Contractor must provide justification for the change and ADES must approve the change. Any such increase must be offset by an equal value decrease within the same funding source. A written amendment shall not be required to effect these changes, however, any change to the service reimbursement ceiling shall be reflected in an agreement amendment.

6.0 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

7.0 TERMINATION

7.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

7.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

8.0 AMENDMENTS

8.1 This Agreement may be amended at any time by mutual written agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

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

8.2.1 Change of telephone number;

8.2.2 Change in authorized signatory; and/or

8.2.3 Change in the name and/or address of the person to whom notices are to be sent.

9.0 MANNER OF FINANCING

9.1 WIOA Title I CFDA #17.258 (Adult): CFDA #17.278 (Dislocated Worker): CFDA #17.259 (Youth)

9.2 PERIOD OF AVAILABILITY FOR EXPENDITURE OF WIOA TITLE I FUNDS

9.2.1 The Contractor agrees that Pursuant to 20 CFR 683.110, funds allocated by a State to a local area under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a local area in the two-year period described in paragraph (b) (1) of section 128 (b) and 133(b) of the Workforce Innovation and Opportunity Act shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two- year period.

9.2.2 The period of availability for funds allocated under this Contract is identified in Attachment B, Allocation by Program & Fiscal Year. Reimbursement shall not exceed the allocations identified in Attachment B.

9.2.3 All final expenditure reports and cash draw requests for the Local Area Formula Funds shall be submitted per Attachment B. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

9.3 RESCISSION OF FUNDS

If the Federal Funding Source informs the State that it is rescinding funding from the State and where the State must in turn rescind from a Contractor(s) who may hold one or more agreements for services funded under the specified Federal Funding Source, the State may take action in the following sequence

9.3.1 Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.

9.3.2 Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.

9.3.3 Decrease the required amount of funds from funds from a designated future period(s) of time.

10.0 REPORTING REQUIREMENTS

10.1 Per Attachment B, the Contractor shall submit to ADES a final financial closeout packet.

10.2 Unless otherwise provided in this agreement, reporting shall adhere to the following schedule: No later than the 30th day following each month in which services were provided during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within the contract.

10.3 Submit ETA 9130 Quarterly Report within thirty (30) days after the end of the quarter.

10.4 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment.

10.5 **THE CONTRACTOR SHALL PROVIDE ADES THE FOLLOWING REPORTS:**

10.5.1 Contractor Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown. This is the only format that will be accepted for reporting accrued expenditures.

10.5.2 ETA 9130 Quarterly Reports

10.5.3 All reports are available from the contact information located in 10.6.

10.6 All Reports shall be sent to:

WIOAFiscalReports@azdes.gov

11.0 PAYMENT REQUIREMENTS

11.1 Contractor Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown shall be submitted by the 30th day of the month following the month services were provided.

12.0 NOTICES

12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

Cochise County
ATTN: Vada Phelps
900 Carmelita Drive
Sierra Vista, AZ 85635
vphelps@cpic-cas.org

12.2 All notices to ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
ATTN: WIOA Fiscal Unit
Mail Drop: 5112
1789 W. Jefferson Street
Phoenix, AZ 85007
Phone (602) 542-2474

13.0 DISPOSITION OF PROPERTY

13.1 Transfer/Surplus of Equipment with a Property Value less than \$5,000

Items of equipment with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIOA programs or divided in accordance with terms of local agency cost sharing agreement.

13.2 **CALCULATION OF "FAIR MARKET VALUE"**

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

13.3 **PROPERTY RECORDS RETENTION**

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later.

13.4 INVENTORY RECORDS

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment \$5,000 or more with WIOA funds. Property records must include:

- a) Asset Number
- b) Item Description
- c) Manufacturer
- d) Serial Number
- e) Acquisition Date
- f) Physical Location
- g) Total Item Cost.

The Contractor and service providers are required to submit an inventory report for all property leased/purchased with WIOA funds costing more than \$2,000.00 to the WIOA Section, Fiscal Manager by August 1 of each year.

13.5 Prior Approval Equipment with a Property Value \$5,000 or more

Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a "per unit" cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles \$5,000 or More Questionnaire" form that must be signed by the Contractor Director or Designee.

13.5.1 The signed form must be forwarded to the WIOA Section Finance Manager for review, approval or disapproval action.

13.5.2 When an approval decision is rendered, the WIOA Section Finance Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.

13.5.3 When a decline decision is rendered, the WIOA Section Finance Manager will specify the reason for disapproval and return the signed questionnaire to the LWIOA Director. The LWIOA may appeal this decision to the WIOA Section Finance Manager.

14.0 MONITORING

14.1 ADES will monitor the Contractor and /or subcontractor(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with 20 CFR 683.410 and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15.0 APPLICABLE LAW

15.1 This agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

16.0 ARBITRATION

16.1 The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

17.0 AUDIT

17.1 All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

18.0 CONFLICT OF INTEREST

18.1 In accordance with A.R.S. § 38-511, the State may within three (3) years after execution terminate the agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of either party, at any time while the agreement is in effect, becomes an employee or agent of any other party to the agreement in any capacity or a consultant to any other party to the agreement with respect to the matter of the agreement.

19.0 E-VERIFY

19.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

20.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 20.1 By entering into the agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

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

21.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

- None

21.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

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

21.3 MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

21.3.2 Business Automobile Liability

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

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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

21.4.1 Workers' Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

21.5 **NOTICE OF CANCELLATION**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to ADES and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 **ACCEPTABILITY OF INSURERS**

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

21.7 **VERIFICATION OF COVERAGE**

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

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

21.8 **SUBCONTRACTORS**

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

21.9 **APPROVAL AND MODIFICATIONS**

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

21.10 **EXCEPTIONS**

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

22.0 IT 508 COMPLIANCE

22.1 Unless specifically authorized in the agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

23.0 NON-AVAILABILITY OF FUNDS

23.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24.0 NON-DISCRIMINATION

24.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

25.1 Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the agreement. This provision applies to work performed by subcontractors at all tiers.

26.0 PARTICIPATION IN BOYCOTT OF ISRAEL

26.1 Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

27.0 RIGHT OF OFFSET

27.1 ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Contractor's non-conforming performance or failure to perform the agreement, including expenses, costs and damages.

28.0 THIRD- PARTY ANTITRUST VIOLATIONS

28.1 The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this agreement.

29.0 ATTACHMENTS

29.1 The following list of attachments constitutes an integral part of subject agreement:

29.1.1 Attachment A – Sanction Schedule

29.1.2 Attachment B – WIOA Allocation by Program and Fiscal Year

30.0 SANCTIONS AND CORRECTIVE ACTIONS

30.1 ADES may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement that ADES requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by ADES, may result in the actions outlined in Section 30.2.1 and 30.2.2

30.2 Pursuant to 20 CFR 683.700, ADES may impose sanctions and corrective actions on recipients and sub recipients of WIOA grant funds as follows:

1. Except for actions under WIOA section 188(a) ADES uses the initial and final determination procedures outlined in 20 CFR 683.440 to impose a sanction or corrective action. To impose

a sanction or corrective action for a violation of WIOA section 188(a) ADES will use the procedures set forth in that regulatory part.

2. ADES may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and 20 CFR 683.700 Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIOA sections 184(b)(1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

- 30.3 Pursuant to 20 CFR 683, ADES shall impose fiscal sanctions if a local area fails the same performance measure(s) in three or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth, Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

Sanctions collected shall be held by ADES and the Contract may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to ADES.

31.0 CONFIDENTIALITY

- 31.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.
- 32.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

33.0 FINGERPRINTING.

- 33.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 33.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 33.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this agreement, the following provisions apply:
- 33.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
- 33.3.2 Except as provided in A.R.S. § 46-141, this agreement may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 33.4 Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this agreement have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).

- 34.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY** If providing direct services to children or vulnerable adults, the following shall apply:
- 34.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.
- 34.2 ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
- 34.2.1. Any person who applies for a contract with this State and that person's employees;
- 34.2.2. All employees of a contractor;
- 34.2.3. A subcontractor of a contractor and the subcontractor's employees; and
- 34.2.4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 34.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 34.4 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 34.5 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 34.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 34.6.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 34.6.2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 34.7 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 34.8 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.
- 35.0 DATA SHARING AGREEMENT**
- 35.1 When determined by ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete ADES Data Sharing Request agreement and submit the completed agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 36.0 CERTIFICATION REGARDING LOBBYING**
- The Contractor certifies, to the best of its knowledge and belief, that:
- 36.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 36.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

36.3 The Contractor shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

36.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

37.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than ADES. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of ADES, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

38.0 CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)),section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

39.0 ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

40.0 COPELAND “ANTI-KICKBACK” ACT

As the Contractor to this agreement, you are expected to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR part 3). This regulation applies to all contracts and sub grants for construction or repair.

41.0 DEBT COLLECTION AND AUDIT RESOLUTION

As the Contractor to this agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you must comply with 2 CFR 200 and all subparts. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.

41.1 Among the required controls specified in 20 CFR 683.750 is the process for collecting debts. 20 CFR 683.410 states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories are within the cost limitations specified in WIOA laws and regulations. 20 CFR 683.710 states that:

- (a) The Contractor is responsible for all funds under its grant(s):
- (b) The political jurisdiction(s) of the chief elected official(s) in a Local Workforce Development Area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Arizona Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

42.0 RIGHT TO ASSURANCE

If ADES in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of “Days” specified in the demand may, at ADES’s option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.

43.0 REVIEW

This agreement shall be reviewed at any time at the written request of either party.

44.0 DEBARMENT AND SUSPENSION

- 44.1 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 44.2 ADES may, by written notice to the Contractor, immediately terminate this Contract if ADES determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the Contractor shall immediately notify ADES. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive order 12549 and 12689.
- 44.3 The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:
 - 44.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 44.3.2 Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 44.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 44.3.4 Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Grant a Telecommunications Franchise Renewal

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: **# of ORIGINALS**
Submitted for Signature:

NAME of PRESENTER: Elda Orduno **TITLE of PRESENTER:** Civil Deputy Attorney

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

Information

Agenda Item Text:

Adopt Resolution 18-10 granting a renewal of a Telecommunications Services Franchise to Copper Valley Telephone, Inc. for five years from July 23, 2018 through July 22, 2023.

Background:

Copper Valley Telecom applied for a franchise and paid the \$500 nonrefundable franchise fee. The Public Hearing has been advertised for three consecutive weeks in the San Pedro New-Sun, June 20, June 27 and July 4, 2018. The Public notice is attached below. The Board of Supervisors has received no public comment to date.

Department's Next Steps (if approved):

Record fully executed Resolution with the Acceptance of Franchise. Send a recorded copy to Virgil Barnard, Copper Valley Telephone, Inc. PO Box 970, Willcox, AZ 85644.

Impact of NOT Approving/Alternatives:

Copper Valley Telephone, Inc will not be able to operate legally in the County rights-of-way.

To BOS Staff: Document Disposition/Follow-Up:

See above instructions.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 07/10/2018

Kane County, Utah v United States - PILT lawsuit

Submitted By: Britt Hanson, County Attorney

Department: County Attorney

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy, County Attorney

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve authorization to the County Attorney, on the behalf of the Board of Supervisors, to join Kane County, Utah v. United States, Case Nos. 17-739C and 17-1991C, as class action members, and to take all other such action in the cases to afford relief and conclude the case.

Background:

Counties that contain federal lands are entitled to payments from the federal government in lieu of taxes (PILT). From 2015 to 2017, the federal government underpaid PILT. Kane County, Utah, sued the federal government and prevailed. That case has turned into a class action lawsuit, with all other PILT counties entitled to join. Cochise County, if joined, would be entitled to \$57,540, after payment of attorneys fees, for 2015 to 2017. There is no downside to joining the class action lawsuit.

Department's Next Steps (if approved):

Fill out class action joinder form

Impact of NOT Approving/Alternatives:

The County would not receive \$57,540 in PILT payments for 2015-2017.

To BOS Staff: Document Disposition/Follow-Up:

Fill out and file the class action joinder form.

Attachments

Notice of Class Action

Calculation of Underpayment

United States Court of Federal Claims
Washington, D.C.

OFFICIAL NOTICE

The United States Court of Federal Claims has certified a **CLASS ACTION** lawsuit regarding your right to recover additional sums under the **PAYMENTS IN LIEU OF TAXES ACT [PILT Act]** for fiscal years 2015, 2016, and 2017.

RECEIVED
KANE COUNTY
BOARD OF SUPERVISORS
2018 JUN 25 AM 11:24

This is not a solicitation from a lawyer.

The Court of Federal Claims, in the case of *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991C (Consolidated) [the Lawsuit], has directed sending this notice to a Class made up of: **“All ‘unit[s] of general local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act [PILT Act] in fiscal years 2015, 2016 and/or 2017.”**

You are receiving this notice because you are a unit of local government believed (1) to be a member of that Class, and (2) to have been underpaid in those years.

The Lawsuit seeks to recover monies that the Court has determined that the federal government owes each Class Member for the underpayment of its respective PILT Act entitlement in fiscal years 2015, 2016, and/or 2017.

To obtain the money that the federal government owes you, *without having to file your own lawsuit*, you must submit a Class Action Opt-In Notice Form which can be done quickly and securely online at www.PILTPayments.com. You may also complete and return the enclosed copy of the Class Action Opt-In Notice Form by first class mail or pre-paid delivery service.

To participate in the Lawsuit, you must submit your completed Class Action Opt-In Notice no later than September 14, 2018.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

- This Notice has been sent to you by order of a federal court. **Please read this Notice carefully and fully.** It explains the opportunity you now have to join a Class Action Lawsuit currently pending before the Court.
- The Court is neither encouraging nor discouraging you to join the Lawsuit. You have the right to participate in the Lawsuit as a Class Member, or to do nothing and be excluded from the Lawsuit.

- **Please Note: This particular Class Action differs from many other class actions in the United States because,**
 - **if you do nothing, you will not be able to participate in the Lawsuit, and**
 - **the Court has already ruled that the federal government owes each Class Member for underpayments in fiscal years 2015, 2016, and/or 2017.**

SUMMARY OF YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT	
ASK TO BE INCLUDED (OPT INTO THE CLASS ACTION LAWSUIT)	<p>By submitting a Class Action Opt-In Notice Form you are asking to be included in the Lawsuit, receive any PILT Act underpayments recovered in the Lawsuit, and be bound by its results.</p> <ul style="list-style-type: none"> • You acquire rights to any money that the Court determines that you are due as a result of underpayment, in fiscal years 2015 through 2017, of your entitlement under Section 6902 of the PILT Act. • You will be bound by the outcome of the case, whether favorable or unfavorable to you. <p>You will also give up the right to sue the federal government on your own, and at your own expense, for the same legal claims made in the lawsuit.</p> <p>In order to join the Lawsuit, you must submit a completed Class Action Opt-In Notice Form online, by first class mail, or by pre-paid delivery service. The Class Action Opt-In Notice Form must be submitted, postmarked, or delivered no later than September 14, 2018.</p>
DO NOTHING	<p>If you do nothing, you will not be included in the Lawsuit, and you will have no right to any money recovered in the Lawsuit. But you will keep the right to sue the federal government for any alleged PILT Act underpayments in fiscal years 2015 through 2017, on your own and at your own expense.</p>

- Your rights and options, and the deadline to exercise them, are further explained below.
- This Notice may affect your legal rights. Read it carefully.

BASIC INFORMATION

1. Why did I get this Notice?

The federal government's records show that you are a unit of local government that received a payment pursuant to Section 6902 of the PILT Act in fiscal years 2015, 2016, and/or 2017. This Notice advises you that:

- a. The Court has allowed, or "certified," a Class Action Lawsuit against the United States to recover amounts which the Court has determined that the government was required to pay units of local government under 31 U.S.C. § 6902, but did not pay in full in fiscal years 2015, 2016 and 2017.
- b. You are eligible to participate in the Lawsuit by completing and timely submitting a Class Action Opt-In Notice Form. The Form may be completed and submitted online at www.PILTPayments.com. Alternatively, you may complete the enclosed copy of that Class Action Opt-In Notice Form and submit it by first class mail or by pre-paid delivery service.

2. What is this Lawsuit about?

This Lawsuit is about whether the federal government was required to pay in full the amounts due to units of local government under Section 6902 of the PILT Act in fiscal years 2015, 2016, and 2017. The Class Representative (Kane County, Utah) contended that the federal government underpaid units of local government in those years, and that all Class Members are entitled to recover the underpayment amounts. The government denied that any units of local government were entitled to any additional PILT payments beyond the amounts already paid for those years.

3. What has the Court decided?

The Court has ruled that provisions of Section 6902 of the PILT Act obligated the federal government to pay eligible units of local government the full amounts calculated by a formula set forth in the Act even though Congress failed to appropriate sufficient funds to do so in fiscal years 2015 through 2017 (noting that Kane County had not challenged (and the decision did not therefore extend to) the portion the government's reduction of its fiscal year 2015 PILT payments caused by the sequestration of part of the funds appropriated to make FY 2015 PILT payments). The Court granted summary judgment, in favor of the Class, as to the government's liability for underpaying Class Members in those years. The Court has not yet determined the amount by which the Class as a whole, or any individual Class Member, was underpaid in those years. As of the date of this notice, Class Counsel

and counsel for the government have agreed on the amount of the underpayment in fiscal years 2015 and 2016, and anticipate reaching agreement on the amount of the underpayment in fiscal year 2017. The Court's decision is subject to appeal.

4. What is a Class Action and who is involved?

In a class action, one or more Class Representatives (in this case, Kane County, Utah) sues on behalf of all Class Members (in this case, units of local government that receive PILT payments) who have the same or similar claims. Kane County and all other Class Members who choose to participate in the Lawsuit are the "Plaintiffs." The United States is the "Defendant." In a class action at the United States Court of Federal Claims, the Court resolves all issues for all Class Members who choose to participate in the Lawsuit. Here, that includes the Court's decision that the government is liable, described in paragraph 3 above.

5. Why is this lawsuit a Class Action?

The Court has decided that this Lawsuit meets the requirements of Rule 23 of the Rules of the United States Court of Federal Claims, which governs class actions in that Court. Specifically, the Court has ruled that:

- The potential Class is so numerous that joinder of all Class Members is impractical;
- There are legal questions and facts common to each Class Member's claim;
- The Class Representative's claim is typical of the claims of other Class Members;
- The Class Representative, Kane County, Utah, and Class Counsel, Alan I. Saltman, a partner in the Washington, D.C. office of Smith, Currie & Hancock LLP, will fairly and adequately represent the interests of the Class;
- The common legal and factual questions predominate over questions affecting only individual Class Members; and
- This Class Action will be more efficient than having many individual lawsuits.

6. What is requested in this Lawsuit?

The Class Representative seeks, for itself and for all other Class Members who choose to participate in the Lawsuit, payment of the amounts by which each was underpaid in fiscal years 2015 through 2017. Class Counsel will also ask the Court for an award of attorney's fees and expenses.

WHO MAY PARTICIPATE IN THE CLASS ACTION

7. Am I part of this Class Action Lawsuit?

You must decide whether you wish to participate in the Lawsuit. **You cannot participate unless and until you fill out and submit—online, by first class mail, or by pre-paid delivery service—the Class Action Opt-In Notice Form found on the website www.PILTPayments.com.** A copy of the Form is also enclosed. The Rules of the United States Court of Federal Claims require that Class Members choose whether to “opt into” the lawsuit. If you fit the description in the next question—and the government’s records indicate that you do—you may opt into and participate in this Lawsuit. If you do nothing, you will be excluded from the Lawsuit and will forfeit your right to receive any monies recovered in the Lawsuit.

8. Who can participate in the Lawsuit?

The Court has decided that the Class consists of:

“All ‘unit[s] of local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act in fiscal years 2015, 2016, and/or 2017.”

Any unit of local government meeting this definition may participate in this Lawsuit by timely submitting a completed Class Action Opt-In Notice Form.

9. Does participating in the Lawsuit cost any money?

No.

YOUR OPTIONS

10. How can I participate in this Lawsuit?

You can complete and submit your Class Action Opt-In Notice Form online at www.PILTPayments.com.

Alternatively, you can complete the enclosed Class Action Opt-In Notice Form and send it by first class mail to:

PILT Payments Class Action, P.O. Box 65876, Washington, D.C. 20035-5876; or by pre-paid delivery service to:

PILT Payments Class Action, 1025 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036. However you

transmit it, you **must** submit your completed Form **no later than September 14, 2018** if you wish to participate in the Lawsuit. **Do not delay.**

11. What happens once I choose to participate in this Lawsuit?

As a Class Member who chooses to participate in the lawsuit, you will be represented by Class Counsel, who will take all actions necessary to protect your rights. You will receive the benefit of, and be bound by, all rulings, orders, judgments entered, or settlements approved by the Court, whether favorable or unfavorable. You will **not**, however, be asked to make any out-of-pocket payment of attorney's fees or expenses in the case.

12. If I choose to participate in the Lawsuit, what will I be required to do?

After timely submitting a completed Class Action Opt-In Notice Form, the parties currently do not anticipate that you will have to do anything else.

13. What happens if I choose not to participate in the Lawsuit?

If you do not submit a completed Class Action Opt-In Notice Form online **on or before September 14, 2018**; by first class mail **postmarked on or before September 14, 2018**; or by pre-paid delivery service **delivered no later than September 14, 2018**, you will be barred from participating in the Lawsuit and will not be entitled to any portion of any monetary recovery by judgment or settlement of the Lawsuit. You will retain the right to sue the federal government on your own about the same legal claims made in the Lawsuit, and will not be bound by the Court's judgment in the Lawsuit. If you decide to pursue your claim independently, outside of this Lawsuit, you should consult an attorney and do so promptly because certain statutes of limitation may bar or limit your claim. If you choose to hire your own attorney, you will be responsible for paying the full cost of that attorney.

THE LAWYERS REPRESENTING YOU

14. If I choose to participate in the Lawsuit, do I have to hire a lawyer to represent me?

No. The Court has decided that Alan I. Saltman and the firm of Smith, Currie & Hancock LLP are qualified to represent you and all other Class Members who choose to participate. They are called "Class Counsel."

Mr. Saltman is experienced in handling similar cases against the federal government. If you choose to file a Class Action Opt-In Notice Form, you agree to legal representation by Mr. Saltman and his firm.

15. Should I hire my own lawyer?

If you decide to participate in the Lawsuit, you do not need to hire a lawyer because Class Counsel is and will continue working on your behalf. But you are permitted to hire your own lawyer if you would like to do so. For

example, you may have your own lawyer appear in Court if you want someone other than Class Counsel to speak for you. Of course, if you choose to hire your own lawyer, you will be responsible for paying the full cost of that lawyer.

16. How will Class Counsel be paid?

Class Counsel will submit a request for its fees and expenses to the Court. You will not have to pay any fees or expenses directly. The fees and expenses that the Court determines should be paid to Class Counsel, if any, might be deducted from the money obtained for the Class and might reduce the amount available for distribution to Class Members, and therefore reduce the amount of money you receive.

LITIGATION INFORMATION

17. How and when will the Court decide the amount of the underpayments?

Class Counsel and counsel for the government have already agreed on the amount of the underpayments in fiscal years 2015 and 2016, and anticipate that they will also reach agreement on the amount of the underpayment in fiscal year 2017. Should that not occur, Class Counsel will have to prove the amount of the underpayments in fiscal year 2017 at trial. No trial date has been set. The Court has not yet entered judgment in any amounts for any of the years involved in the Lawsuit.

18. If there is a trial on damages, must I attend?

If there is a trial on damages, you do not need to attend. Class Counsel will present the case on behalf of all Class Members participating in the Lawsuit. You and/or your own lawyer are welcome, and entitled, to attend at your own expense.

19. When will I get any money from the lawsuit?

After the Court has determined (a) which Class Members have chosen to participate in the lawsuit, (b) the underpayment amounts, and (c) the fees and expenses that should be paid to Class Counsel, you will be notified about how and when you will receive your payment. At this time, the parties do not know how long that will take, or whether there will be any appeal from the Court's decisions that could impact the entitlement, timing, or amount of any payments.

GETTING MORE INFORMATION

20. Is more information available from the Court?

The pleadings and other records in the Lawsuit may be examined during regular business hours at the Office of the Clerk of the United States Court of Federal Claims. The Court's address is:

United States Court of Federal Claims
717 Madison Place, N.W.
Washington, D.C. 20005

THE COURT HAS INSTRUCTED THAT YOU SHOULD NOT CONTACT THE CLERK'S OFFICE BY TELEPHONE, E-MAIL, OR MAIL FOR INFORMATION ABOUT THIS CASE. Please do not contact the United States Court of Federal Claims with questions or requests for information.

21. Who can I contact if I have a question or need additional information?

Both a copy of the Court's decisions on Kane County's Motions for Summary Judgment, and its Order certifying the Class are also available at www.Smithcurrie.com/PILTPaymentsInfo.

Any questions you have can be submitted at www.Smithcurrie.com/PILTPaymentsInfo and Class Counsel will respond. The answers to Frequently Asked Questions, and to submitted questions of general interest, will also be posted there.

Class Action Opt-In Notice Form

UNITED STATES COURT OF FEDERAL CLAIMS
Kane County, Utah v. United States
Case Nos. 17-739C and 17-1991C (Consolidated)

1. To participate in this lawsuit as a Class Member, please fill out this form completely and legibly. **It must be submitted, postmarked, or delivered no later than September 14, 2018.**

See Paragraph 5 below for the addresses for (a) electronic submission via the internet; (b) first class mail; and (c) delivery by pre-paid delivery service.

2. Please fill in the name of the unit of local government [i.e., County, City, Town, Borough, Parish, etc.] opting into the *Kane County, Utah v. United States* Class Action lawsuit:

_____, _____
Unit of local government State

3. Please fill in the following information for the unit of local government:

Name of the person who will act as contact for the unit of local government regarding the Class Action lawsuit:

His /Her:

Title _____

Mailing

Address: _____

Telephone number: _____

E-mail address: _____

4. By signing your name in the space below (or filling in an electronic signature in the format /s/ *First name Last name* if submitting via the internet) you are declaring under penalty of perjury under the laws of the United States that:

(a) The unit of local government named above wishes to opt into the Class Action lawsuit: *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991-C (Consolidated).

(b) You are authorized by the unit of local government named above to sign this document on its behalf.

Sign Your Name: _____ Date: _____

Print/Type Your Name: _____

Your Position or title with the unit of local government: _____

Your e-mail address: _____

Your phone number: _____

5. Submit this completed form to:

On Line:

by clicking "Submit" at <http://www.PILTpayments.com>

- A copy of this Class Action Opt-In Notice Form may also be downloaded at this website.

By First Class Mail:

PILT Payments Class Action
P. O. Box 65876
Washington, D.C. 20035-5876

Pre-paid Delivery Service:

PILT Payments Class Action
1025 Connecticut Avenue, N.W., Suite 600
Washington, D.C. 20036

From: [Hanson, Britt W](#)
To: [Johnson, Tiffany](#)
Subject: FW: PILT Lawsuit Follow Up
Date: Tuesday, June 26, 2018 9:29:17 AM
Attachments: [image001.png](#)
[image002.png](#)

Britt Hanson
Chief Civil Deputy
Cochise County Attorney
520/432-8755

From: Rios, Arlethe G
Sent: Wednesday, June 20, 2018 8:17 AM
To: Hanson, Britt W <BHanson@cochise.az.gov>
Subject: FW: PILT Lawsuit Follow Up

Not sure if you get these.

Arlethe Rios
Clerk of the Board

From: Brandon Nee <BrandonN@countysupervisors.org>
Sent: Tuesday, June 19, 2018 5:18 PM
To: Brandon Nee <BrandonN@countysupervisors.org>
Cc: Craig Sullivan <craigs@countysupervisors.org>; Yvonne Ortega <yvonneo@countysupervisors.org>; Vanessa Fielder <vanessaf@countysupervisors.org>; Kristin Cipolla <kristinc@countysupervisors.org>; Robin Hillyard <RobinH@countysupervisors.org>; Penny Adams <pennya@countysupervisors.org>
Subject: PILT Lawsuit Follow Up

Good Evening,

As a follow up to the Manager Meeting, we wanted to share notes from a call today with NACo and folks from Smith Currie & Hancock, the lawyers representing Kane County and class members in the class action PILT appropriation lawsuit. The law firm shared the following information useful to counties considering "opting into" the class action lawsuit:

- Notices were mailed today from the firm and should be received by the 1,957 potential county class action members next week
- The suit seeks judgement for the underpayment of PILT for fiscal years 2015-2017
- Counties can estimate their potential amount as 1.33% of all PILT payments made in FY 2015, 2016 and 2017 minus up to a third for the attorneys' requested fees (* the court will ultimately decide the percentage awarded the firm)

County	Total PILT FY 2015-17	1.33% Amount	Amount After Legal Fees*
Apache	\$5,388,895	\$71,672	\$47,782
Cochise	\$6,489,422	\$86,309	\$57,540
Coconino	\$5,178,301	\$68,871	\$45,914
Gila	\$10,365,070	\$137,855	\$91,904
Graham	\$8,423,788	\$112,036	\$74,691
Greenlee	\$2,698,499	\$35,890	\$23,927
La Paz	\$5,829,553	\$77,533	\$51,689
Maricopa	\$9,189,322	\$122,218	\$81,479
Mohave	\$10,487,264	\$139,481	\$92,987
Navajo	\$4,425,236	\$58,856	\$39,237
Pima	\$9,909,603	\$131,798	\$87,865
Pinal	\$3,791,476	\$50,427	\$33,618
Santa Cruz	\$3,084,725	\$41,027	\$27,351
Yavapai	\$9,691,463	\$128,896	\$85,931
Yuma	\$10,507,693	\$139,752	\$93,168
Total	\$105,460,310	\$1,402,622	\$935,081

- Attorneys will only be paid from a percentage of the total judgement
- Those counties interested in joining can “opt into” the suit or find additional information at <https://www.smithcurrie.com/PILTPaymentsInfo/>
- Only those counties that join the class action lawsuit will be paid
- The deadline to join is September 14 with a decision expected by early December and payment shortly thereafter

Let me know if you have any questions and keep us posted on what your county decides to do. Have a good night.

Brandon Nee
Budget and Policy Analyst
County Supervisors Association of Arizona
1905 W. Washington St., Ste. 100
Phoenix, Arizona 85009
Office: (602) 452-4503
Cell: (614) 394-2300
brandonn@countysupervisors.org
www.countysupervisors.org



Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Approve Board appointments and memberships for FY2018-19

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME of PRESENTER: Arlethe Rios

TITLE of PRESENTER: Clerk of the Board

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2018-19 Fiscal Year and approve continuing annual memberships for 2018-19, with payment of associated dues as described herein.

Background:

The organizations that the Board approved membership in, for fiscal year 2018-19, appear on the attached listing along with dues amounts (if any). At the same time, the Board is asked to consider renewing or revising its appointments to various committees and boards on which a member of the Board of Supervisors sits.

Department's Next Steps (if approved):

Notify organizations of continuing membership and of Board member designated to be representative. Board staff will process payment of dues upon receipt of invoices for each of the approved memberships on the attached spreadsheet unless the membership is not renewed by the Board.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

2018 Board-Committees List

Committee or Board Assignments for BOS &/or Executive Staff & Annual Membership Dues								
Board, Commission, Committee or Group	Member(s)	Appointed By	Effective Start Date	Effective End Date	Regular Meeting Location	Membership Dues 2017-2018	Membership Dues 2018-2019	Notes
BUDGET:						\$124,000.00	\$124,000.00	
Arizona Association of Counties (AACO)	Cathy Traywick	N/A			Arizona	\$16,052.77	\$16,052.77	
Arizona Border Counties Coalition (ABCC)	Pat Call Peggy Judd (alternate)	Board of Supervisors	Mar-17	through present	Arizona			
Arizona City / County Management Association (ACMA)	Ed Gilligan Arlethe Rios	N/A			Phoenix	\$685.00	\$471.00	\$346.00 Ed - Full Member \$125.00 Arlethe-Associate Member
Arizona Counties Insurance Pool (ACIP)	Ed Gilligan	N/A				n/a	n/a	
Arizona Rural Development Council	Ed Gilligan	N/A	Jul-15	through present	Phoenix	n/a	n/a	
Arizona Town Hall	Pat Call Ed Gilligan	N/A		through present	Arizona	\$200.00	\$200.00	
Arizona-Mexico Commission/Border Issues Committee	Ed Gilligan	N/A	Jul-15	through present	Phoenix	\$250.00	\$250.00	Due on date paid/not per fiscal year
Arizona-Mexico Commission/Transportation, Infrastructure, Ports Committee	Ed Gilligan	N/A	Jul-15	through present	Phoenix	n/a	n/a	Part of AZ/MEX Commission
Board of Health	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
Coalition of Arizona/New Mexico Counties	Pat Call	Board of Supervisors		through present	N/A	\$7,600.00	\$7,600.00	Annual Dues \$2600.00 Legal Fund \$5000.00
Cochise College Economic Forum Sponsor	All	N/A		through present	Cochise County	\$4,000.00	\$4,000.00	
Cochise Conservation & Recharge Network	Pat Call	Board of Supervisors	Jun-13	through present	Cochise County	n/a	n/a	
Coronado Resource Conservation & Development	Pat Call	Board of Supervisors				\$150.00	\$150.00	not invoiced yet
Corrections Officers Retirement Plan Board (CORP)	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
CSA (County Supervisors Association)	Pat Call Ann English Peggy Judd	N/A		through present	Phoenix	\$62,293.00	\$62,293.00	\$55,593.00 Service Fee + \$6,700 Building Maintenance Fund Assessment
CSA / County Managers Assoc & Natl Assoc of Cty Admin (NACA)	Ed Gilligan	N/A	Jul-15	through present	Phoenix	\$150.00	\$150.00	Starting Calendar Year 2017, \$100.00 for annual dues, \$50.00 for NACA; not invoiced yet
CSA / Legislative Policy Committee (LPC)	Ann English	Board of Supervisors	1/8/2008	through present	Phoenix	n/a	n/a	
Eastern Arizona Counties Organization	Pat Call	Board of Supervisors	October 2014	through present		\$6,000.00	\$6,000.00	not invoiced yet
EFSP Board	Peggy Judd	Board of Supervisors		through present	Bisbee	n/a	n/a	
Council Appointment - Region 5 (South)	Pat Call	Governor	10/19/2006	through present	Phoenix	n/a	n/a	
Huachuca 50	Pat Call	Board of Supervisors	2002	through present	Sierra Vista	\$200.00	\$200.00	
National Association of Counties (NACo)	Cochise County	N/A		through present	Washington, D.C.	\$2,627.00	\$2,627.00	
Public Lands Advisory Committee, BOS Liaison	Ann English	Board of Supervisors	8/14/2007	through present	Bisbee	n/a	n/a	
Public Safety Retirement Board	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
SAEDG Southeast Arizona Economic Development Group	Peggy Judd	Board of Supervisors	3/13/2018		Phoenix	\$100.00	\$100.00	not invoiced yet
SEACAP SouthEastern Arizona Community Action Plan	Gwen Calhoun	Board of Supervisors	3/1/2017	until replaced	Safford	n/a	n/a	Gwen is the Public Primary Rep.
SEAGO Administrative Committee	Ed Gilligan	N/A	Jul-07	through present	Bisbee	n/a	n/a	Part of SEAGO
SEAGO Executive Committee	Peggy Judd	Board of Supervisors	1/8/2008	through present	Bisbee	\$11,864.00	\$11,864.00	
Sierra Vista Metropolitan Planning Organization	Pat Call Ann English, Alternate	N/A	10/22/2013	through present	Sierra Vista	\$300.00	\$300.00	not invoiced yet
USPP Executive Committee	Pat Call Ed Gilligan	N/A		through present	Sierra Vista	n/a	n/a	
USPP Partnership Advisory Commission	Pat Call Ann English Peggy Judd	N/A		through present	Sierra Vista	n/a	n/a	
TOTALS:						\$112,471.77	\$112,257.77	
UNEXPENDED BALANCE:						\$11,528.23	\$11,742.23	
Yellow is new membership								

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2018

Child Care Health Consultation

Submitted By: Briggita Hodges, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME Maureen Kappler

of PRESENTER:

TITLE Child Care Health Consultant

of PRESENTER:

Mandated Function?: Not Mandated

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

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

Information

Agenda Item Text:

Approve the renewal of Grant Agreement GRA-STATE-19-0968-01 for Child Care Health Consultant (CCHC) Program funded by First Things First between the Grantor and Cochise Health & Social Services in the amount of \$93,400 for the period of July 1, 2018 through June 30, 2019.

Background:

This renewal is to continue funding that will be used to provide CCHC services to 35 childcare Quality First (First Things First) centers, four of which receive additional funds from the Federal Pre-School Development Block Grant in Cochise County (Douglas, Willcox and Benson). This is a decrease of about \$4,000, although we will be submitting an amendment increase of an undisclosed amount for providing services for the Federal Pre-School Block Centers in Cochise County. This is a cost-reimbursement grant.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

The goal of First Things First in Cochise County (from the Tobacco Tax Funds) is to increase quality of childcare in the 0 to 5 year old population, ensure a successful transition to Kindergarten and the health and safety of children in this age group. If we do not fund this grant, children will not receive the services of Child Care Health Consultants (two CCHCs who work part time to cover the County) and a valuable resource to the children, teachers, Director and parents will be lost.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: 93,400.00

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018/2019

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 42,967.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Salaries/EREs	\$78,306
OH @ 54.87%	42,967
Authorized OH	<u>2,800</u>
Net County Subsidy	\$40,167

Attachments

- Executive Summary
 - Grant Approval Form
 - Government Agreement Summary
-
-

Executive Summary Form

Agenda Number: HLT 4083

Recommendation:

Approve renewal of Grant Agreement GRA-STATE-19-0968-01 for Child Care Health Consultant (CCHC) Program funded by First Things First between the Grantor and Cochise Health & Social Services in the amount of \$93,400 for the period of 07/1/18 – 06/30/19.

Background (Brief): This renewal is to continue funding that will be used to provide CCHC services to 35 childcare Quality First (First Things First) centers, four of which receive additional funds from the Federal Pre-School Development Block Grant in Cochise County (Douglas, Willcox and Benson). This is a decrease of about \$4,000, although we will be submitting an amendment increase of an undisclosed amount for providing services for the Federal Pre-School Block Centers in Cochise County. This is a cost-reimbursement grant.

Fiscal Impact & Funding Sources:

Salaries/EREs	\$78,306
OH @ 54.87%	42,967
Authorized OH	<u>2,800</u>
Net County Subsidy	\$40,167

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving: The goal of First Things First in Cochise County (from the Tobacco Tax Funds) is to increase quality of childcare in the 0 to 5 year old population, ensure a successful transition to Kindergarten and the health and safety of children in this age group. If we do not fund this grant, children will not receive the services of Child Care Health Consultants (two CCHCs who work part time to cover the County) and a valuable resource to the children, teachers, Director and parents will be lost.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Government Agreement Summary	
GRA Number: GRA-STATE-19-0968-01	Region/Funding Source: Statewide
Applicant Information: Cochise Health and Social Services 1415 Melody Lane, Building A Bisbee, AZ 85603	
Primary Strategy: Child Care Health Consultation	Funding Available: \$93400
Target Service Units Child Care Health Consultation Number of centers/homes served: 35 <ul style="list-style-type: none"> • Center-based providers: 25 • Home-based providers: 10 	
Brief Description: The purpose of this grant is to provide Child Care Health Consultation services to 25 center-based providers and 10 home-based providers in the First Things First Cochise Region. The Child Care Health Consultant (CCHC) provides technical assistance, health and safety information, conducts training, and provides other direct or referral services related to health and safety to early childhood providers for children birth to age five. Services are provided using the 3-tiered service levels.	
Required Data Template Training The grantee is required to participate in data template training. Further instruction will be provided closer to award.	
Grant Term/Estimated Start Date: The estimated grant term is July 1, 2018 through June 30, 2019, unless terminated, cancelled or extended.	Contact Information: Russell Spencer Fiscal Specialist First Things First Email: Rspencer@az.zftf.gov Phone: (602) 771-5043

GOVERNMENT AGREEMENT

GRA-STATE-19-0968-01

Between The
Arizona Early Childhood Development and Health Board
(First Things First)
And
Cochise Health and Social Services

I. Purpose

The purpose of this Agreement is to specify the responsibilities and procedures for the Grantee role in administering Arizona Early Childhood Development and Health Board grant funds.

II. Term, Renewal

The term of this Agreement is July 1, 2018 through June 30, 2019. The parties may renew this Agreement for up to three (3) additional twelve (12) month extensions (including lesser parts thereof).

III. Description of Services

Early childhood professionals are entrusted to provide care for children, and they must keep children safe from injuries and infectious diseases while providing care. Health and safety related issues directly impact the quality of early care and education programs. The health and safety standards are based on the Caring for Our Children (*Third edition*) standards that are higher than state licensing standards. The Child Care Health Consultation program is evidence-based and has been shown to promote healthy and safe improvements in child care environments.

The Child Care Health Consultation Program offers specialized training and technical assistance to child care staff, and directors of centers and homes enrolled in Quality First in the Cochise Region. The role of the CCHC is to promote the health and development of children, families, and to ensure a healthy and safe child care environment. Topics of technical assistance: sanitation, hand-washing, playground safety, medication management, emergency preparedness, and health and illness management.

The purpose of this grant is to provide Child Care Health Consultation services to 25 center-based providers and 10 home-based providers in the First Things First Cochise Region. The Child Care Health Consultant (CCHC) provides technical assistance, health and safety information, conducts training, and provides other

direct or referral services related to health and safety to early childhood providers for children birth to age five. Services are provided using the 3-tiered service levels.

The target population for the Child Care Health Consultation program is 25 center-based providers and 10 home-based providers enrolled in Quality First.

Specify the Strategy Specific Data Requirements

FTF requires grant partners to submit the following types of data for the {Insert strategy name} strategy:

- **Participant level demographic information:**
 - N/A Yes, Required for SFV 2019 Yes, Capacity Building in SFY 2019
- **Programmatic Outcome Data:**
 - N/A Yes, Required for SFY 2019 Yes, Capacity Building in SFY 2019

IV. GRANTEE'S Responsibilities

The Grantee shall:

- A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:
 - 1. Agency/Organization Profile
 - 2. Personnel - Program Personnel Table and Program Organization Chart
 - 3. Required Narrative Responses
 - 4. Implementation Plan
 - 5. Line-Item Budget and Budget Narrative
 - 6. Fiscal Information - Funding Sources and Financial Controls
 - 7. Program Evaluation InformationThe completed forms and documents comprise part of this Agreement.
- B. In providing programming described in Section IV.A, the Grantee shall act in accordance with its Program Questions and Narrative Responses; the approved budget; and the following First Things First documents: the Scope of Work (Exhibit A), Guidance Materials (Exhibit B), and the Data Security, Submission and Suppression Guidelines and Requirements for Collaborators (Exhibit C).
- C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.
- D. Submit timely the reports described in Section VI.

V. Reimbursement/Payment

- A. First Things First shall pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to \$93,400, not including the PDG Federal funds, on the terms described in this Section.

- B. Payment is conditioned upon receipt by first Things First of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments shall be made only for those services performed or goods received.
- C. The Grantee shall submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee shall submit a final reimbursement request marked "final" no more than forty-five (45) days after the Agreement end date.** Expenses eligible for reimbursement must be paid, accrued or obligated by the Grantee by the Agreement term end date. Final payment shall be contingent upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.
- D. Funds provided to the Grantee under this Agreement shall only be used to fulfill the Grantee's responsibilities under this Agreement. Any questions regarding the appropriate use of the funds shall be resolved by mutual agreement between the parties.
- E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee shall promptly repay the funds to First Things First.

VI. Quarterly Program Narrative and Data Submission Reporting Requirements

- A. At a minimum, the Grantee shall submit quarterly one Program Narrative Report and one Data Submission Report by the 20th of the month following the quarter via PGMS. Failure to submit timely reports will result in suspension of reimbursement. The reports shall contain such information as deemed necessary by First Things First.

- B. Program Narrative and Data Submission Reports are due:

1 st Quarter (July 1 - September 30)	Due: October 20
2 nd Quarter (October 1 - December 31)	Due: January 20
3 rd Quarter (January 1- March 31)	Due: April 20
4 th Quarter (April 1 - June 30)	Due: July 20

- C. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee shall collect, store and report the data for the Data Submission Reports separately for each region served.

VII. General Terms

- A. FTF Grants Uniform Terms and Conditions. First Things First's Grants Uniform Terms

and Conditions (revision date December 2017) are hereby incorporated by reference

into this Agreement as if fully set forth herein. Copies of this document are available by emailing the First Things First Procurement Specialist, grants@azff.gov.

- B. Working on Tribal Land. If the Grantee performs any work under this Agreement on sovereign land of a tribe, the Grantee shall comply with any requirements set forth by the tribal government in relation to essential functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy as applicable, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities, which approval may include a requirement to participate in cultural education and community orientation classes.
- C. Non-Discrimination. The provisions of State Executive Order 2009-09 are incorporated herein by reference. These provisions mandate, in part, that contractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee shall also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 - Equal Protection of the Laws for Faith-Based and Community Organizations.
- D. Records. Pursuant to A.R.S. § 8-1174, the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records ("records") relating to the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee shall produce any or all such records at First Things First's main office in Phoenix, Arizona.

Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records shall be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

- E. Non-Availability of Funds. Every payment obligation of First Things First under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall

not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- F. Relationship of Parties. The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

VIII. Agreement Administration and Operations

- A. Advertising, Publishing and Promotion of Agreement. The Grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.
- B. Review of Printed Materials. First Things First must review and approve all Grantee publications and/or media funded or partially funded through this Agreement for compliance with this Agreement. The Grantee shall submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve prior to release. If deemed necessary by First Things First, the Grantee shall revise the materials as indicated by First Things First before publicly distributing the materials. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- C. Acknowledgment of FTF Funding. The Grantee shall recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee shall make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee shall also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.
- D. Public Awareness Efforts. The Grantee shall consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.
- E. Ownership of Materials and Data. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables are the sole property of the State (First Things First). The Grantee shall not use or release these materials or data without the prior written consent of First Things First. The Grantee is not entitled to a patent or copyright on these materials and data and may not transfer the patent or copyright to anyone else.

- F. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Agreement and any related subcontract or subgrant ("Intellectual Property"), shall be work made for hire and First Things First shall be considered the creator of such Intellectual Property. First Things First shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The Grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s) and subgrantee(s). The Grantee, on behalf of itself and any subcontractor(s) and subgrantee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Grantee or its subcontractor(s) and subgrantee(s) to any entity not the State without the express written authorization of First Things First.
- G. Sectarian Purposes. Funds provided under this Agreement may not be expended for any sectarian purpose or activity, including religious worship or instruction. Additionally, the Grantee shall implement the programs or services funded under this Agreement consistent with the First Amendment of the United States Constitution. With respect to these programs or services, the Grantee also shall not discriminate against any program or service beneficiary or applicant on the basis of religion. First Things First reserves the right to verify or monitor compliance with this paragraph. The Grantee shall repay any funds awarded under this Agreement that the Grantee spends in violation of this paragraph.

IX. Indemnification

- A. Not State Agency. This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor including its officers, officials, agents, employees or volunteers. The State of Arizona, Early Childhood Development and Health Board (First Things First) is self-insured per A.R.S. § 41-621.
- B. Patent and Copyright. The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by the State of materials furnished or work performed under this Agreement. The State shall

reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.

- C. Subcontractors. The Grantee shall contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the subcontractor or subgrantee or any of its owners, officers, directors, agents, employees, volunteers, or subcontractors. This indemnity shall include any claim or amount arising out of or recovered under the Workers' Compensation law or arising out of the failure of the subcontractor or subgrantee 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 State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the subcontractor or subgrantee from and against any and all Claims. It is agreed that the subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The subcontractor or subgrantee shall agree to waive all rights of subrogation against the State for losses arising from the work performed by the subcontractor or subgrantee for the State.

X. **Insurance.**

The Grantee shall provide a Certificate of Self-Insurance. The Certification shall be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee shall contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies shall be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration, including its published Insurance Modules, and in consultation with First Things First.

XI. **Termination Upon 30 Days' Notice**

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written

notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee shall cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

XII. Notices

The Grantee shall address all notices related to this Agreement to:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012







First Things First shall address all notices related to this Agreement to:








Cochise Health and Social Services
1415 Meloday Lane, Building A
Bisbee, AZ 85603

XIII. Grantee Assurances

Grantee's Authorized Official to initial the following:

GENERAL

-  To adhere to the most current version of the Standards of Practice documents (available at <http://www.firstthingsfirst.org/grants/strategy-toolkit>)
-  To adhere to the Data Security, Submission and Suppression Guidelines and Requirements for Collaborators, as applicable.
-  To review and adhere to the First Things First Grants Uniform Terms and Conditions. Copies of this document are available by emailing grants@azfff.gov.
-  To accept funds and administer the programs in accordance with all applicable federal and state statutes and regulations and Grant Agreement requirements.
-  To maintain internal controls, including policies and procedures, for assuring compliance with applicable cost principles and other Grant Agreement requirements.
-  To follow established personnel policies related to salary scales, fringe benefits, and travel reimbursement.

-  To use generally accepted accounting principles (GAAP).
 -  To perform required financial and compliance audits in accordance with federal law and guidelines, including the Single Audit Act and 2 CFR Part 200.
 -  To maintain documentation for employees working across multiple funding sources to ensure the amount of time charged to each employee does not exceed 100%.
 -  To have fiscal control and fund accounting procedures in place to ensure proper disbursement of and accounting for any funds paid to subcontractors.
 -  To maintain enrollment and participate in e-verify, if an employer.
 -  To maintain a system of contract administration to ensure conformance with the Grant Terms and Conditions.
- PROGRAMMATIC**
-  To use proven, effective and/or evidence based programs.

Attachment A	Agency/Organization Profile
Attachment B	Personnel - Program Personnel Table and Program Organization Chart
Attachment C	Required Narrative Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget and Budget Narrative
Attachment F	Fiscal Information - Funding Sources and Financial Controls
Attachment G	Program Evaluation Information
Exhibit A	Overview of First Things First and Scope of Work
Exhibit B	Guidance Materials
Exhibit C	Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

Agency/Organization Profile

A. Grantee Information:

Agency/Organization Cochise Health and Social Services Contact Person Maureen Kappler
Address 1415 Melody Lane Position Public Health Nurse III
Address Building A Email mkappler@cochise.az.gov
City, State, Zip Bisbee, AZ 85603
Phone 520 432 9400 Ext _____ County Cochise

Employer Identification Number: 86-6000398

Agency Classification: State Agency County Government Local Government Schools
 Tribal Faith Based Non Profit Private Organization Other

Have you conducted business with First Things First using this EIN within the last year? Yes No
If not or if there has been address or EIN changes, please go to https://gao.az.gov/sites/default/files/GAO-W-9_072815-S%26S%26A.pdf, download the State of Arizona Substitute W-9 Form, and submit with your application.

Congressional district (federal) in which agency provides most services: District # 02

Legislative district (state) in which agency provides most services: District # 14
Go to <http://www.azredistricting.org> and click on Final Maps to identify your congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 6MM

Agency's fiscal year-end date: June 30

Agency's accounting method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F? Yes No

Contact information for firm conducting agency audit:

Audit firm: Arizona Office of the Auditor General

Address: 2910 N. 44th St. Ste. 410 Phoenix, AZ 85018

Phone: (602) 553-0333

B. Program Details:

Program Name: N/A
(The specific name of the program if different from the name of the strategy, organization, or model. If none, then enter N/A)

Program Model: N/A
(The specific name of the program model that has been proposed. If none, then enter N/A)

Geographic Area and/or Target Population: Cochise County Region

Brief Program Description (250 words or less):

Two RN CCHCs will work part time (24 hours per week) in order to more adequately cover the 6400 square miles of Cochise County and the 35 Child Care Centers, including Douglas Unified School District, Benson Unified School District, Valley Union Pre-School and Wesleyan Child care in Willcox pre-school development block grants. The activities we will provide are:

- *Meeting regularly with the coaches and attending collaborative meetings with the coaches and centers
- *Meeting, at a minimum, quarterly, with all coaches and CCHCs rotated around the County
- *Providing Safe Sitter training at least one annually to instill the best practice information with adolescents who mind children and perhaps introduce best practice to them when they become parents
- *Continuously work on issues with the coaches and the ECE staff to improve outcomes
- *We provide resources and assessments, and observations to assist ECE in delivering individualized cost-effective services to children in their care
- *Respond to public health issues such as reportable diseases, threat of expulsion, behavioral health challenges, as needed
- *Provide Staff with health information to assist staff in stress relief, nutrition information, blood pressure and prevention of diabetes
- *Provide timely information in newsletters published at a minimum three quarters per year.
- *Provide the 2019 Standards of Practice for CCHCs

Strategy and Proposed Service Units

Child Care Health Consultation

Center-based providers: served: 25 PDG Grants: Willcox, Palominas, Douglas and Benson

Home-based providers served: 10

B. Contact Information:

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

Main Contact: is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

Finance Contact: is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.

Program Contact: is responsible for program implementation and will have access to the program and data reports in PGMS.

Evaluation Contact: is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

PGMS Contacts		
Main Contact	Name: Maureen Kappler	Email: mka ppler@cochise.az.gov
	Title/Position: CCHC Program Coordinator	Phone: 520-432-9464 520-249-2255
	Physical Address (if different than the agency address):	
Finance Contact	Name: Ray Falkenberg	Email: rfalkenberg@cochise.az.gov
	Title/Position: Deputy Director	Phone: 520-432-9400
	Physical Address (if different than the agency address):	
Program Contact	Name: Maureen Kappler	Email:
	Title/Position:	Phone:
	Physical Address (if different than the agency address):	
Evaluation Contact	Name: Maureen Kappler	Email:
	Title/Position:	Phone:
	Physical Address (if different than the agency address):	

Program Personnel Table

In the following table, provide a list of all personnel or positions employed by the applicant that will be **fully or partially funded** through the program. Expand as needed. For Key Personnel, include the name and position title; pertinent background/experience that specifically relates to the program, including degrees, field of study, number of years in the field, and other qualifications that align with the Standards of Practice requirements; and their roles and responsibilities. If the position is to be hired (TBH), then describe the desired background/experience/degrees and field of study. For all personnel, provide the Full Time Equivalent (FTE) for each position.

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.			
Name/ Position Title	Background/Experience* (include qualifications that align with the Standards of Practice)	Key Roles and Responsibilities	FTEs funded through the program
<i>Program Coordinator CCHC</i>	<i>Maureen Kappler RN CDE CCHC since 2003</i>	<i>Budget management, assignment, evaluation, liaison, policy development; training, CCHC activities</i>	<i>.6FTE</i>
<i>CCHC</i>	<i>Kimber Wright, RN CCHC since 2015</i>	<i>CCHC Activities, training, meeting attendance</i>	<i>.6FTE</i>
<i>Finance</i>	<i>Ray Falkenberg</i>	<i>Finance activities and funding reimbursement</i>	<i>.019FTE</i>
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct oversight of the program			
Total Number of FTEs funded or partially funded through program:			1.219

* Resumes and/or job descriptions for **key personnel** may be requested at any time but unless otherwise indicated, they do not need to be submitted.
If awarded and the program undergoes changes in staff, a Staff Change Notification form along with an updated version of this Program Personnel Table will need to be submitted to First Things First within 14 days of the proposed change.

COCHISE COUNTY HEALTH & SOCIAL SERVICES ORGANIZATIONAL CHART FOR
FIRST THINGS FIRST

Carrie Langley RN
MSN MPH
Director

Ray Falkenberg
Deputy Director

Maureen Kappler
RN CCHC
Program Director

Kimber Wright RN
CCHC

Required Narrative Responses

Provide a narrative response that addresses the following items.

A. Provide a description of the Child Care Health Consultation program proposed, including a description of how the tier system will be implemented.

Cochise County Child Care Health Consultation (CCHC) program provides free health and safety-related consultation, staff training and referral for child care centers, child care homes, and other group care programs. Our CCHCs are public health nurses who have completed additional training based on the curriculum of the National Training Institute for Child Care Health Consultants and have knowledge about the health and safety of children and about child care settings. Our CCHC will work directly with child care providers in our 10 family child care homes, and 25 centers. We cover the 6400 square miles of Cochise County to deliver these services to Benson, Willcox, Douglas, Sierra Vista and Bisbee. When needed, translation into Spanish is also provided in training. Some of the services offered are:

Infection control and communicable disease, reportable diseases, Immunizations, CPR, SAFE Sitter, Safe infant sleep, Safety and injury prevention, Nutrition, EMPOWER training, Child abuse and neglect, Medication administration, Emergency Preparedness, Health and safety policies and procedures, training on the neuroscience of boys and girls, safe playgrounds, encouraging gross motor physical activity and working with challenging behaviors.

The Quality First Program provides Child Care Health Consultation Services via a tiered system, based on child care program's need and desire for Child Care Health Consultation services.

The CCHC and the Director of the center or family home decide which tier best fits the center's needs and this conversation is documented in the Extranet.

Tier 1 Foundational Services:

Available for all enrolled Quality First Participants and if funded by the region, CCHC only sites.

'Meet and greet' contact that explains the CCHC program and the value of the services.

Determination of the tier level for services shall be mutually agreed upon between the CCHC and the Participant, but at minimum will be at Tier 1. This is to be completed in person or on the phone.

CCHCs will ensure that:

Centers/homes receive an informational communication via email six months after initial contact with CCHC.

Centers/homes are contacted at the beginning of each fiscal year to re-assess Tier level.

Centers/homes are invited to any community-based trainings being offered by the CCHC's in the region.

Participants have a phone number to call for minimum consultation.

Participants will have a Health and Safety Checklist completed annually at the annual due date.

Tier 2 Services:

Available for all Quality First Participants and if funded by the region, CCHC only sites.

Short term consultation services to address an identified health need such as infectious disease outbreak, lice outbreak, medication management and emergent need. It is expected that the issue will be resolved in 1-4 visits or the Participant is assigned to a Tier 3 level.

Option to enroll in Tier 1 or Tier 3 services upon termination of Tier 2 services. Administer and score the Health and Safety Checklist upon enrollment and then annually to determine progress in meeting standards.

Tier 3 Services include Tier 1 Services as well as:

Available for all Quality First Participants and if funded by the region, CCHC only sites. Delivery of a comprehensive model of CCHC services including assessment of needs for education and support based on the core components of the service provided (see below):

Assessment of the whole program environment with special attention to the infant room and the toddler room.

Utilization of health and safety standards based on Caring for Our Children, 3rd

Edition (American Academy of Pediatrics, 2011} especially in infant and toddler rooms in determining care pathways and program goals.

Implementation of the program model by following the program guidance in the CCHC handbook and including any FTF policy updates.

Support for compliance with DHS Child Care Licensing rules and report of any observed violations. Administration and scoring of the Health and Safety Checklist upon Participant enrollment and then annually to determine progress in meeting standards.

A CCHC mentor supports the provider identified and trained as a Health and Safety Specialist in the early care and education program. The CCHC and directors of Tier 3 services meet at a minimum quarterly on site at the center or family home.

Core components of Tier Three Services include knowledge and skills in addressing the following: Indoor health and safety hazards to children and child care staff; Injury prevention and Safe, Active Play; Health and safety practices of child care staff (i.e. hand washing, sanitation, dental health, physical fitness, nutrition);

Measures and practices to prevent, recognize, and report communicable diseases, including staff and parent education; Procedures for documenting and reporting children's immunization records; Health and safety policies related to illness and injury logs; Support for the child care provider's inclusion of children with special needs; Emergency preparedness planning; Communication among the child care provider, parent, and primary care provider; Medication administration, recording, and storage; Determining health insurance and health care access;

Methods to educate children, their families and child care providers about child development, mental and physical health, safety, nutrition and oral health issues; and other identified child health and safety concerns.

Provide, as appropriate and in accordance with the CCHC Handbook, developmental and sensory screening education.

If requested by public health authorities; the CCHC may provide limited delivery of immunizations if during an outbreak of disease.

The CCHC does not provide direct clinical services (i.e. injections, blood tests, health examinations).

B. Provide a description of the following related to the target population to be served by the proposed strategy:

Our target population is 10 family care homes and 25 Childcare Centers, one of which is corporate owned Childtime. All are located in the Cochise Region (Cochise County) This amounts to about 900 children at this time.

In any of these communities should we have children with special healthcare needs, gender issues, mental health issues, or learning issues, we will provide the proper resources needed to assist these children have a successful school career. We work with our community partners, Cenpatico, Legacy Foundation, DES, the healthcare providers, the schools, St. Vincent de Paul, Chiricahua Community Health Center and the Health Department.

We have five major hubs, districts in the County, that serve as focal points for the areas where the centers and homes exist.

Douglas borders Agua Prieta, Mexico and has a high rate of unemployment and a high poverty rate. Some of the children are enrolled dually in public school sites where English learning is encouraged. In centers where there is monolingual Spanish, we provide books that are bi-lingual and encourage both English and Spanish language learning for all children enrolled in FTF centers. We provide as much material as we can in Spanish to include the families of these children, provide them resources such as WIC, the Community Health Center for Children (Chiricahua) and work with the providers both at Chiricahua and the Health Department. We respond to the needs of the children expressed by the directors and provide resources such as tooth brushes, pro-bono work of some dentists in the area, equipment for family style dining and sleepers that are approved by the AAP, for example. We have reached out to the Food Banks to provide services in the way of cooking classes and establishing relationships with the centers.

Bisbee (artsy community) has a Montessori and center that runs out of a church, both are part time. We use the play information from Montessori for other schools in the area since they promote play without equipment. We will continue to approach any other center of childcare that opens up in the Bisbee area to apply for FTF services.

Sierra Vista (military and retiree community) has the most centers enrolled in Quality First, including the one corporate one. We assist the centers based on their needs, letting them know where the resources are that are opened in the evening for working parents. We work with Easter Seals Blake to provide training opportunities for all the directors in that area. Since time seems to be the most desired commodity, we will be providing Zoom video conferencing for training to see if this makes a difference in attending training for the staff at the centers. We also support staff, directors, family and the community with evening and Saturday training as this is what seems to be the most convenient for them. We provide support for military children by providing resources for the directors of the schools these children attend.

Willcox is a farming/ranching community with high unemployment and very little in employment opportunities. We will support the only center that is enrolled in FTF with Saturday trainings. We will be working with the food bank to provide healthy and nutritious food for families who have children in childcare.

Benson is a growing community along 110 that is experiencing a growth in the 0-5 population. At this time, we have one center enrolled and one center that wishes to become part of FTF. We will be supporting the Benson Public Schools preschool intensely this year, as it is new to the FTF community and they wish to earn a 5-star rating.

C. Identify infrastructure or capacity building, which will be needed to provide the proposed program, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance.

The CCHCs attend community meetings, communicate with site and elected officials to bring to their attention the needs in rural Arizona. It is difficult to entice specialists and providers here because of the lack of resources one would find in an urban area. Our schools do not have a stellar reputation, we do not have the service resources that urban areas have. We work closely with service providers in Cochise County and Southern Arizona to problem solve and create resourceful services so that our 0-5 population is served well. We will continue to work with them and any new entity that comes into the area. One plus is that we have the legacy Foundation whose mission is to increase population wellness and the 0-5 population was included in the latest \$2 million grant that will help with capacity building with input from the University of Arizona

D. Identify barriers to providing the proposed program and plans for addressing these barriers.

The barriers in rural communities are always that one person wears many hats and there is not enough time in the day to address and fix everything needs fixing. The one plus is that we all work together and work on problems together with respect. Other than that, there are no barriers. Even the Retirees are all for improving the lives of the 0-5 population and have offered to provide supervised visits for free for children and their care givers, sew quilts for babies and offer suitcases for children in foster care. All we need is time and funds. We do work with the high schools to encourage them to support adolescents who want to pursue early child care. We have two schools who have CTE programs that will provide the graduates with a CDA if they so desire.

E. Describe plans to recruit and locate personnel within the geographical region of the provided program that meet the staff qualification standards detailed in the Standards of Practice and are linguistically appropriate and culturally responsive for the population to be served. If there is anticipated difficulty in hiring qualified personnel, include a plan and timeline for supporting staff to meet the qualification standard.

We constantly recruit (attempt to staff steal) nurses from around the county to go through the CCHC training. The big drawback is the pay. Public Health Nurses make half of what hospital nurses make, and the hospitals pay overtime. We continuously approach nurses who voice that they need a change or are thinking of slowing down. not working floors and lifting patients and who enjoy children We will continue to do so informally. One CCHC is a member of the American Nurses

Association and has approached the newsletter about doing an article on CCHCs to see if we can get any nurses interested in the CCHC work.

F. Describe how collaboration will be approached and the steps that will be taken to promote collaboration with Quality First technical assistance providers (coaches, mental health specialists, and inclusion specialists), other government/tribal departments and partners working with the agency/tribe. Identify partners to engage with and the current status of these relationships, including how collaborations will align with the continuum in the Standards of Practice and Scope of Work.

We work closely with the coaches and directors to problem solve and provide needed assistance to each other and to the centers. For the Pre School Block Grants (PDG) , we also include in meetings and training and consultation with the Inclusion Coach and the Mental Health Coach. We have bi-monthly or quarterly collaboration meetings with the coaches and quality first manager in Douglas and Sierra Vista We also have monthly collaboration meetings with the inclusion, mental health and teachers, along with the coaches to provide the training that the teachers and directors have requested at the PDG schools. We continue to attend Early Childhood Quality Improvement practices (ECQUIP) meetings as they occur. The preschools that receive the Federal dollars for the Pre School Development Block Grants (PSDBG) hold their meetings on campus either at a district office or in one of the conference rooms. The four PSDBGs are located in Douglas, Willcox, Benson and Palominas. In these meetings We look for every opportunity to work with our collaborators and we use the same standards and training so that the teachers, directors and families receive the correct evidence-based information.

G. Describe your program data collection process including who will be responsible for data collection and data submission; what procedures will be in place to ensure timely, accurate, and secure collection and submission; and how data will be used to inform and improve programming.

Each CCHC is responsible for her own charting. We utilize an excel sheet that keeps up abreast of what needs to occur, with whom and when. At this time the County does not have a data collection system that is only for FTF, or that includes FTF information. We rely on the data that is provided by the FTF manager, collected from the data the Extranet provides and the information the Registry provides. We do an annual needs assessment and those results are included in or Quarterly report in the fall. We also do an evaluation after trainings whenever possible and have that for our own information to assess what works and what doesn't work. We will be implementing a postcard evaluation of CCHC services for each Director, possible for each ECE in the coming year, and it will be sent out at least annually. Our CCHC manager has been timely and excellent at providing any data gathered from the Extranet that we require.

The HelpDesk with the Extranet has been helpful with any technical issues that occur with charting on Center activities.

Each CCHC has her own secure access to the Extranet, using her own screenname and password. The County provided up to date antivirus and alerts for phishing to prevent any incursion from the County website to any other website. Each CCHC has a jumpjack to provide internet through Verizon to provide the capability of charting at home and in between appointments with centers. Internet capability also is used to provide access to web resources such as Caring for Our Children v.3, communicable disease, playground safety, nutritious food and snack ideas through the USDA, weather, webinar sites that provide free continuing education and ideas for development of fine and gross motor activities, social emotional growth activities and working with children who have behavioral challenges. We also provide door hangers and pamphlets for the Birth to Five Healthline for staff and families at each center.

The purpose of the Implementation Plan is to identify and define the activities, tasks, and timelines for implementation of the proposed program to ensure effective implementation. The Implementation Plan demonstrates the day-to-day activities and operations of the proposed program that align to and fulfill the strategy Standards of Practice and/or Scope of Work. If the proposed program will be implemented for the first time, the implementation plan should include the additional activities required for start-up and the anticipated timelines for the onset of service delivery to the target population.

All applicable activities and timelines for the following components must be addressed in the plan. Note: the date the task will be completed should include a level of specificity that demonstrates when and how often the activity will take place (e.g. weekly, bi-monthly, quarterly, etc.) Terms such as ongoing, continuous or until met are not acceptable.

Implementation Plan
July 1, 2018 - June 30, 2019

Activity <i>a major unit of work for strategy implementation</i>	Task(s) <i>set of specific steps or actions to complete the activity</i>	Person(s)/Roles Responsible	Timeline Task(s) will be Completed <i>of dates, range of dates or frequency (daily, weekly, monthly, quarterly, annually)</i>	Supporting Documentation
<p>I. Organizational Infrastructure - including but not limited to the following activities Add additional rows as needed.</p> <ul style="list-style-type: none"> o Recruitment, hiring and training of all staff (supervisors, direct service and administrative support staff) including orientation, initial and ongoing professional development, certifications, and training on curriculum, assessments and tools. o The development/updating of policies and procedures for program implementation o Determination of staff assignments 	<p><i>set of specific steps or actions to complete the activity</i></p> <ol style="list-style-type: none"> 1. Continue to talk to RNs we encounter who say they would like to change to another exciting job, but part time. 2. Confer with HR and Communications department to post for vacancies 	<p>Program Coordinator</p>	<p>June 30, 2019</p>	<p>Current org chart, Job Descriptions</p>

II. **Outreach and Marketing** to the target population and geographic area (including but not limited to the following activities)

- o The development and approval of collateral materials - brochures, flyers etc (refer to FTF Branding Guide, <http://www.firstthingsfirst.org/grants/grantee-resources>)
- o Media and news releases (refer to FTF Branding Guide, same link)
- o Plan and implement a targeted outreach activities
- o Coordination and alignment with partners of outreach to target population to be served

Activity <i>a major unit of work for strategy implementation</i>	Task(s) <i>set of specific steps or actions to complete the activity</i>	Person(s)/Roles Responsible	Timeframe Task(s) will be Completed <i>A date, range of dates or frequency (daily, weekly, monthly, quarterly, annually)</i>	Supporting Documentation
Newsletter	Write articles regarding staff health, outdoor activities, family engagement, early literacy, preventing expulsion, etc for distribution to childcare centers	Both CCHCs and occasionally a guest writer	quarterly	See past newsletters that have been sent along with quarterly reporting
Newspaper articles primarily on increasing literacy, neuroscience and effect of screen time	Program Coordinator write articles related to early literacy and the connection to poverty	Program Coordinator	Annually, more if the newspaper (Wick covers the County) accepts more articles	One article written for the paper was submitted to the State FTF CCHC Program Manager; article was printed in March Sunday paper
Safe Sitter Classes High School lesson plan on screen time and effects on literacy and poverty	Obtain the curriculum; learn curriculum; hold class when teenagers are out of school Incorporate literacy research into high school curriculum for Medical Professionals	Program Coordinator	Annually, at least once by next June 2019	Not Available. This is to introduce the idea of relationship building, discipline with the children teens mind Lesson plan on screen time and how it affects the brain
CPR class	Renew CPR instructor and provide CPR classes for those in childcare as a last resort-for new staff who haven't been able to obtain the training	CCHCs	As needed; This past year we've provided 6 CPR, First Aid and AED trainings in the county for childcare staff	CPR rosters; copies of CPR cards issued

Activity a major unit of work for strategy implementation	Task(s) set of specific steps or actions to complete the activity	Person(s)/Roles Responsible	Timeframe Task(s) Will Be Completed A date, range of dates or frequency (daily, weekly, monthly, quarterly, annually)	Supporting Documentation
<p>Annual Needs Assessment of childcare center staff to see what types of education they would attend/like to see</p>	<p>Email and bring hardcopies of assessment to meetings, collaborations, training and email them to all the ECE community</p>	<p>Both CCHCs</p>	<p>November 2018</p>	<p>Needs Assessment tool and evaluation of results</p>
<p>Explore centrally located meeting rooms where food can be served, and the room be utilized on Saturday mornings for more than 3 hours</p>	<p>Ask people and restaurants in the area places that can open to about 20 people on a Saturday morning for free, if possible</p>	<p>Both CCHCs and coaches</p>	<p>November 2018</p>	<p>List of places that can open Saturday morning and allow food to be served, along with allowing 20 people in the room</p>
<p>Meet with each center personally at least quarterly</p>	<p>Arrange for meetings and chart them according to CCHC guidelines</p>	<p>Both CCHCs</p>	<p>Beginning July 2019</p>	<p>Charting in the Extranet</p>
<p>IV. Coordination and Collaboration (including, but not limited to the following activities)</p> <ul style="list-style-type: none"> o Describe the process for and implementation of collaboration efforts: <ul style="list-style-type: none"> • Within your organ'lat on, across unit/team coordinate On, as applicable • With external partners including other organizations that are a part of the early childhood system (FTF grant partners, FTF Regional Partnership Councils, and FTF regional grant partner meetings, non-profits, community or county-based alliances, coalitions, initiatives, state or tribal government entities, national model organizations, professional entities, faith communities, etc -), • With sub-grant partners, consultants, volunteers, etc. 				
<p>Activity a major unit of work for strategy implementation</p>	<p>Task(s) set of specific steps or actions to complete the activity</p>	<p>Person(s)/Roles Responsible</p>	<p>Timeframe Task(s) Will Be completed A date, range of dates or frequency (daily, weekly, monthly, quarterly, annually)</p>	<p>Supporting Documentation</p>

Work with District Nurses to identify possibilities for mass immunization for pre-schools in each of the 5 districts	Explore the possibilities of working with Community Health Center to partner with CCHCs	Both CCHCs	Ongoing	Scheduled immunization clinics
Coordinate with District Nurses and Epidemiologist regarding the reporting of communicable disease	Monthly ask the centers if there are any children with special health care needs, as well as symptoms of disease or diagnosed communicable disease so we have an adequate accounting of occurrence	Both CCHCs	Ongoing	Documentation in the Extranet
Continue to meet with coaches and FTF staff for bi-monthly or quarterly collaboration meetings that have been happening for several years	Agree on a date that will accommodate most of the attendees and rotate the meetings throughout the county	Both CCHCs, Coaches and FTF staff	Ongoing	Documentation on the Extranet
Continue to attend public Cochise County FTF meetings when able	Both CCHCs are on the list serve for FTF meetings set by FTF	CCHCs	Ongoing	Documentation in the Quarterly Report
<p>V. Continuous Quality Improvement (CQI)</p> <ul style="list-style-type: none"> o Staff supervision including program directors/managers, supervisors, line staff, and administrative staff (e.g. individual supervisors, team meetings, staffing, chart reviews, observation and shadowing, etc.) o Review of program implementation and current CQI methods (e.g., data collection, surveys, participant feedback, etc.) to inform ongoing work o Ongoing review and updating of program policies and procedures 				
Activity <i>a major unit of work for strategy implementation</i>	Task(s) <i>set of specific steps or actions to complete the activity</i>	Person(s)/Roles Responsible	Time frame Task(s) will be Completed <i>A date, range of dates or frequency (daily, weekly, monthly, quarterly, annually)</i>	Supporting Documentation
Evaluations of training held by CCHCs	After each training gather evaluation that have been given at the time of sign in	CCHCs	ongoing	Evaluations on statistics
Ensure that all training held by the CCHCs are in the Registry	As the CCHCs obtain or produce new material for education, the titles are entered into the Registry to make it easier to enter a specific event (from the drop down box)	Program Coordinator	ongoing	100% of all training is captured in the Registry so that the ECE can get full credit for those trainings they have attended

Monthly meeting of CCHCs to ensure that Extranet charting is up to date and Tiers are correct	Monthly sit down to go over the charting and ensure the correct tiers are in place; plan for the next month to quarter	CCHCs	ongoing	Correct extranet assignment of tiers
VI. Data Collection, Reporting and Evaluation				
<ul style="list-style-type: none"> a. Ongoing data entry b. Reporting and submission of data and narrative reports to IIT, State and National Offices c. External evaluation, If applicable 				
Activity <i>a major unit of work for strategy implementation</i>	Task(s) <i>set of specific steps or actions to complete the activity</i>	Person(s)/Roles Responsible	Timeframe Task(s) Will Be Completed <i>A date, range of dates or frequency (daily, weekly, monthly, quarterly, annually)</i>	Supporting Documentation
Quarterly reporting of CCHC activities in the County	Collect Training and any extracurricular activity not captured by the Extranet	Program Coordinator with input from other CCHC	ongoing	Quarterly Report due on the 20 th of the month after the quarter ends
Collection of data from the Extranet recording	Ask for reports from the state CCHC Program Manager regarding CCHC activities	Program Coordinator	Quarterly, right at the end of the quarter when all extranet charting is completed	Quarterly Report
VII. Financial Oversight and Management				
<ul style="list-style-type: none"> a. Review of budget b. Reimbursements c. Modifreac focus 				
Activity <i>a major focus of work for strategy implementation</i>	Task(s) <i>set of specific steps or action to complete the activity</i>	Persons/Roles Responsible	Timeframe Task(s) Will Be Completed <i>A date, range of dates or frequency (daily, weekly, monthly quarterly, annually)</i>	Supporting Documentation
Budget review is done monthly to account for spending	Ask finance for monthly printout of the spending and reimbursement	Program Coordinator	Monthly	Monthly expenditure report
Oversee the machinations of the spending for Fund #228	Monthly	Deputy Director and Program Coordinator	Monthly	Monthly Expenditure Report

Activity <i>a major unit of work for strategy implementation</i>	Task(s) <i>set of specific steps or actions to complete the activity</i>	Person(s)/Roles Responsible	Timeframe Task(s) Will Be Completed <i>A date, range of dates or frequency (daily, weekly, monthly, quarterly, annually)</i>	Supporting Documentation
<p>VII. other Include any additional components and activities associated with the proposed program not listed above.</p>				
<p>Work with the Literacy Group who wishes to bring books to the under 5 y.o. age group in City of Erie.</p>	<p>Meet with City of Erie, Rotary and families</p>	<p>CCHCs</p>	<p>Task completed (books out to children) by June 30, 2019</p>	<p>Quarterly Report</p>
<p>Family Inclusion activity (this year) to encourage family style dining and conversation, healthy eating</p>	<p>Arrange for one activity in each of the 5 major sites, as yet to be determined, working with the centers in that district</p>	<p>CCHCs</p>	<p>One family inclusion activity by June 30, 2019</p>	<p>Quarterly Report</p>
<p>Work with centers and cities to include activities for children with special needs in planning playgrounds for children</p>	<p>When made aware of planning for playgrounds, CCHC will provide resources and guidance in building safe playgrounds; also provide ideas that do not involve equipment but do allow for large muscle development</p>	<p>CCHCs</p>	<p>As needed</p>	<p>Quarterly report and Extranet when appropriate</p>

Attachment E - Line-Item Budget and Budget Narrative

FY19 Line-Item Budget

Budget period: July 1, 2018 – June 30, 2019

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$65291
Salaries			65291
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$13015
Fringe Benefits or Other ERE			13015
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$0
Contracted Services			0
TRAVEL		Travel Sub Total	\$3800
In-State Travel			3800
Out-of-State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$0
Subgrants or Subcontracts to organizations/agencies/entities			0
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$8494
<ul style="list-style-type: none"> • Telephones/Communications Services1 • Internet Access2 • General Office Supplies3 • Food4 • Rent/Occupancy5 • Evaluation (non-contracted & non-personnel expenses)6 • Utilities7 • Furniture8 • Postage9 • Software (including IT supplies)10 • Dues/Subscriptions11 • Advertising12 • Printing/Copying13 • Equipment Maintenance14 • Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)15 • Insurance16 • Program Materials17 • Program Supplies18 • Scholarships19 • Program Incentives20 			1.1000 2.1000 3. 4.1000 5. 6. 7. 8. 9.100 10. 11.300 12. 13.300 14. 15.3394 16. 17.1000 18.400 19. 20.
CAPITAL EQUIPMENT		Capital Equipment Sub Total	\$0
Equipment \$5,000 or greater in value			0
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$0
Equipment \$4,999 or less in value			0
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$2800
Indirect/Admin Costs		\$	\$2800
Total		\$	\$93400

Authorized Signature  Date 4/28/17

SUBJECT TO BOS AUTHORIZATION

FY19 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services:

Maureen Kappler @.6 FTE 24 hours @ 24.14 per hour
Kimber Wright @ .6 FTE @ 27.00 per hour
Ray Falkenberg @ .019FTE at 37.02 per hour

Employee Related Expenses:

OASI at 7.65% = \$4995
Arizona State Retirement at 11.8% = \$7704
Workers Comp at .28% = \$183
Health Ins = \$133

Professional and Outside Services: NONE

Travel:

At this time, no out of state travel is foreseen.
In state Travel to Conferences, Symposiums, Trainings is : 4500

Aid to Organizations or Individuals:

None anticipated

Other Operating Expenses,

Overhead at \$2800
Jump Jacks for computers is \$1000 through Verizon
Printing of 300 colored newsletters through UPS using the AAA discount is about \$1000, we go dark in the summer
Printing at the County rate is \$300, up a little from last year
Postage at Costco Rate \$100
In State travel to sites a minimum of quarterly and travel to conference, symposium, COP and COL training \$3800
Office Supplies: paper, tri fold folders, binders, markers, poster board, slates, glue, staples, scissors, etc \$1000
Professional Development: FTF conference, workshops, Infant mental health conference, etc..\$690
Program materials-CCHC pamphlets, intro CCHC for classrooms, business cards, books, DVDs, thumb drives \$1000
ProgramSupplies \$400 Dues, Subscriptions \$300

Capital Equipment: 0

Non-Capital Equipment: 0

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

X Option A - Administrative Costs: *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- Option B - Federally Approved Indirect Costs:** *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.*

Authorized Signature _____

[Handwritten Signature]
SUBJECT TO BDS
AUTHORIZATION

Date _____

6/28/17

Funding Sources and Financial Controls

A. **Funding Sources.** In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization will leverage to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.


Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount
N/A	N/A	N/A
Total:		

B. **Financial Controls.**

Grantees will be expected to follow generally accepted accounting principles and be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by their agency/organization - across all funding sources.

Describe the financial controls and accountability measures the agency/organization will employ for the use of FTF funding for the proposed program.

Expenditures are made with ProgramCoordinator, Director or or Deputy Director oversight after there is assurance that funds are available.
 When travel for conferences or meetings require reimbursement either to staff or to the fund, all receipts pertinent to the conference or meeting are submitted to Finance, along with the agenda and certificate, if available.
 Purchases made for things that may be considered personal items (e.g. food) are accompanied with agenda or description of FTF activity for justification

Authorized Signature  Date 6/28/17
 SUBJECT TO BOS AUTHORIZATION

Program Evaluation

An evaluation study is a project that is conducted in order to answer questions about the services you provide. There are several types of evaluations that can be conducted, including the following that are most relevant in relation to program implementation:

- **Process/implementation evaluation:** Determines whether program activities have been implemented as intended. **This type of evaluation examines if the program is implemented with fidelity.**
- **Outcome/effectiveness evaluation:** Measures program effects in the target population by assessing the progress in the outcomes or outcome objectives, which the program is supposed to achieve. **This type of evaluation examines if the program is achieving these intended outcome(s).**

Refer to the *Types of Evaluation* brochure created by the Centers for Disease Control and Prevention (CDC) for additional information on program evaluations:

<https://www.cdc.gov/std/Program/pupestd/Types%20of%20Evaluation.pdf>

The following questions are about whether your organization has or is planning to conduct an evaluation study (with or without funding from First Things First).

- A. Has an evaluation study been conducted on your program? (e.g., process evaluation, outcome or impact evaluation study)? Yes No

If Yes, include:

- One (1) copy of the **evaluation report** (if available) with your agreement.
- A **brief synopsis** of the study's specific aims and results:

- B. Are you planning on having an evaluation study conducted on the program proposed in this agreement? Yes No

If YES, please go to C. If No, stop here.

- C. Will FTF funds be utilized to conduct the evaluation study?

- Yes** (Yes, funds are budgeted in the line-item budget and budget narrative for an evaluation study.)
 No (No, we will be using other sources of funding for an evaluation study)

If YES, provide detailed responses to each of the following items: *, ** If No, stop here.

1. Purpose, Intended Outcomes, and Research Questions

2. Methodology and Design

3. Proposed Timeline and Party Responsible (e.g., external vendor/contractor or grant partner program staff) to carry out the work

4. Intended Use of Findings and Dissemination Plan

** If FTF funds are being requested for an evaluation study, the study will need approval by FTF’s Research and Evaluation team prior to implementation. Specifically, the applicant will be required to provide FTF with a detailed summary of the work proposed (Refer to the Ownership of Intellectual Property section under the Grant Terms and Conditions in this RFGA.) In those instances when the evaluation proposal is in its preliminary stages and therefore lacks sufficient detail at the time of submission (e.g., Applicant is planning to get a vendor to determine the method and design etc.), the grant partner will be required to submit a detailed study proposal when it becomes available. This study proposal is subject to approval by FTF’s Research and Evaluation division.*

*** If the data collection requirements or proposed evaluation will include data from a tribal community (e.g., data gathering in tribal lands), appropriate tribal approvals must be in place prior to commencing data collection. In instances when tribal data approvals are necessary, FTF’s Research and Evaluation and Tribal Affairs divisions will work with the grant partner to secure approvals from the tribe(s). (Refer to the Tribal Data Policy and the Ownership of Intellectual Property sections under the Grant Terms and Conditions in this RFGA).*

In instances when data gathering occurs in tribal lands, the applicant shall address how they will ensure a culturally appropriate methodology (e.g., in-person interviews), and culturally responsive interaction with participants and other stakeholders.

Exhibit A – Overview of First Things First and Scope of Work

First Things First is one of the critical partners in creating a family-centered, comprehensive, collaborative and high-quality early childhood system that supports the development, health and early education of all Arizona's children birth to age five. First Things First partners with families and communities to help kids have the positive, nurturing experiences they need to arrive at school ready to succeed.

First Things First is designed to meet the diverse needs of children and families in Arizona communities. The statewide First Things First Board and Regional Partnership Councils in local communities across the state share the responsibility of ensuring that early childhood funds are spent on strategies that will result in improved development, health and education outcomes for young children.

Local Regional Partnership Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school and set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

First Things First Strategic Direction

First Things First's commitment to young children means more than only funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. The strategic direction approved by the First Things First Board identifies twelve priority system roles to be addressed by First Things First and are the following:

1. **Early Care and Education System Development and Implementation** –comprehensive early care and education system that is aligned both across the spectrum of settings and with the full continuum of the educational system.
2. **Quality Early Care and Education Standards, Curriculum and Assessment** – quality standards for early childhood care and education programs, curricula and assessments.
3. **Quality, Access and Affordability of Regulated Early Care and Education Settings** – increase availability of access to high quality, regulated, culturally responsive, affordable early care and education programs.
4. **Access to Quality Health Care Coverage and Services** – increase access to high quality health care services and affordable health care coverage for children and their families.
5. **Early Screening and Intervention** – increase awareness of and access to a continuum of information, support and services for families and their children who have/are at risk of having developmental, physical and/or mental health issues.
6. **Information and Education for Families** – dissemination of high quality, diverse, and relevant information and education on the importance of the early years, child development, health, early education and related resources for families, providers, partners, and the public.
7. **Supports and Services for Families** – development, enhancement and sustainability of a variety of high quality, culturally responsive and affordable services, supports and community resources for young children and their families.

8. **Professional Development System and Recruitment and Retention of Professionals in the Early Childhood System** – development and enhancement of an early childhood professional development system that addresses availability, accessibility, affordability, quality and articulation; and recruitment, adequate compensation and retention of high quality, culturally diverse early childhood providers.
9. **Early Childhood System Leadership** – high quality, child and family centered, coordinated, integrated and comprehensive early childhood system that includes clearly defined roles and responsibilities.
10. **Coordinated Use of Early Childhood System Data and Evaluation** – define and carry out roles related to collecting, analyzing and reporting data; and utilize data to design, develop, plan and evaluate the early childhood system; and provide leadership in the evaluation of the early childhood system and collaborate with partners to utilize the results to foster continuous improvement of the system.
11. **Building Public Awareness and Support** – increase public awareness of and support for early childhood development, health and early education among partners, public officials, policymakers and the public.
12. **Early Childhood System Funding** – secure, coordinate and advocate for resources required to develop and sustain the early childhood system.

The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the priority system roles, specific goals associated with them and system measures of success which are indicators designed to guide and measure progress in building an effective early childhood system in Arizona. Taken collectively, they provide a comprehensive picture of how our state is preparing its youngest children for success in kindergarten and beyond. The First Things First Board and Regional Partnership Councils determine the priority system roles, goals and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

Measures of Success

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.
- # of Institutes of higher education with degree requirements and pathways aligned with Arizona's Workforce Knowledge and Competencies that support the movement from high school career and technical education program to an Associate Degree and completion of a Bachelor's Degree.
- #/% of early childhood teachers and administrators, separately, with college degree(s) and/or relevant experience.
- # of programs offering professional development across the state to the early childhood workforce that are aligned with the Workforce Knowledge and Competencies.
- #/% of professionals participating in professional development across the state.
- #/% of children with health coverage.
- #/% of children receiving at least six well child visits within the first 15 months of life.

- #/% of children age 19-35 months who are immunized.
- #/% of children age 5 with untreated tooth decay.
- #/% of children age 9 months to 5 years who received a standardized screening for developmental or behavioral problems.
- % of families who report they are competent and confident about their ability to support their child's safety, health literacy and well-being.

Scope of Work

Statement of Need

Early care and education providers are entrusted with young children for hours every day. While providing early education services, they must also keep children safe and protected from injuries and potentially serious infectious diseases. Child care staff also work with parents to promote good social, emotional and physical health for children—all generally without benefit of medical expertise. According to the American Academy of Pediatrics, “following health and safety best practices is an important way to provide quality early care and education for young children.” Unfortunately, in many circumstances, center staff may have to call multiple resources to answer health-related questions, if they can find assistance at all.

Research has shown that many health and safety related issues such as immunization compliance, adherence to medication administration protocols, diapering and hand washing and development of emergency plans directly impact the quality of early care and education programs. Caring For Our Children, the national health and safety performance standards developed by the National Resource Center for Health and Safety in Childcare in partnership with other leading children's health organizations recommends (Standard 1.6.0.1) that an early care and education facility “partner with a child care health consultant (CCHC) who is a licensed health professional with education and experience in child and community health, child care and preferably with specialized training in child care health consultation.”

Child Care Health Consultation has been shown to promote healthy and safe environments for children in child care and encourage early care and education settings (centers and family child care homes) to implement the highest standards of health and safety on behalf of the children in their care. CCHC has been shown to be an essential element in achieving high-quality early care and education programs and in maintaining the quality gains made over time.

Description of Strategy

Child Care Health Consultants are specially trained health professionals who provide consultation and support to child care providers on a variety of health and safety issues that are possibly encountered in early care and education settings. The program has three service levels available to participants based on the Child Care Health Consultation Standards of Practice and for a link to this document, refer to the Guidance Materials section of this Agreement. All participating programs must receive an initial in-person meeting upon enrollment in which the CCHC and participant shall mutually agree on the tier level for services.

Participating programs can and will be expected to move between these service levels, as appropriate, based upon multiple factors that might include self-selection, a coaching referral, or

an external referral (such as might be made by a local health department or the Arizona Department of Health Services Bureau of Child Care Licensing). However, participating programs may only participate in one level of service at a time.

The Health and Safety Checklist guides the process of improving health and safety in the early care environment. The Health and Safety Checklist must be offered annually by CCHCs to all participating centers and homes in Tiers one, two, and three. CCHCs are to focus on supporting 1-2 star programs to help them achieve quality, and CCHCs must complete an annual Health and Safety Checklist for participants that have a 1-2 star rating. Centers and homes that have a 1-2 star rating in Tiers one, two, and three, will not be able to bypass the Health and Safety Checklist.

- Tier one: Centers and homes receiving Tier one services receive a monthly informational communication via email after their initial contact with the CCHC. Informational communication includes a newsletter and health information on resources and health outbreak notices, for example. Tier one centers and homes must be invited to all community-based trainings offered by CCHCs in the region. If a Tier one center or home requests CCHC services, the service must be provided.
- Tier two: This level is for providers who are encountering a specific, acute health and safety related issue that requires expert intervention by a health professional. This is not a long-term service but rather a short-term option to address a particular problem that has arisen. Some examples of this include, but are not limited to, a newly enrolled child with a chronic disease issue (e.g. diabetes or asthma) that staff is not adequately trained to address, or a communicable disease outbreak that needs containment.
- Tier three: This level is an intensive service delivery level. Programs participating in this level receive at minimum one monthly in-person site visit and follow up services that are specific to their individualized needs. A care pathway to address the most common health and safety needs encountered in child care programs is to be developed and followed. This level of service requires approximately a 12-18 month commitment.

CCHC expectations are as follows and additional information can be found in the Child Care Health Consultation Standards of Practice:

- To provide timely services and communicate effectively with child care centers and homes.
- Upon enrollment in Quality First, make contact with the center or home to introduce the Child Care Consultation program. During an in-person meeting, the CCHC and participant will mutually agree on the tier level for services.
- Enter data from CCHC visits in the FTF extranet system within five-days, and complete the quarterly narrative report via the Partner Grant Management System (PGMS) by the 20th day of the following quarter.
- Attend quarterly update meetings. If unable to participate in the scheduled meeting, the option of attending remotely via WebEx is available to CCHCs.
- Coordinate services with Quality First coaches and other specialized Technical Assistance (TA) providers.

- Work together with QF coaches and other specialized TA providers across early childhood settings to support positive transitions for children.
- Understand the CCHC role and other early childhood professional roles, and make referrals when necessary.
- Service Integration: support coordination and collaboration across all community programs, service providers and community stakeholders (not specific to sub-grantee or FTF grant partners).
- Coordinate and collaborate with grant partners implementing the Child Care Health Consultation strategy. The Administrative Home will regularly convene the CCHC grant partners and other providers in the region to develop a seamless and coordinated system of service delivery.
- Required to participate in all training and professional development opportunities provided by the Administrative Home and CCHC Technical Assistance providers’.

First Things First serves as the administrative home for the CCHC strategy. The FTF CCHC Program Specialist has the responsibility for oversight and management of the CCHC grant partners. As the Administrative Home, FTF does not provide direct service(s) and is responsible for the following:

- Fiscal and contract oversight and overall fiscal contract management:
 - This includes but is not limited to adherence to the Standards of Practice by grant partners, personnel qualifications, monitoring invoices, budget modifications and staff change forms.
- Coordination of data reporting using the database developed by FTF:
 - This includes coordinating database use, and responding to database questions.
- Coordinate professional development and training through leveraging the existing professional development system and this includes the CCHC training, and the Health and Safety Specialist (HSS) training with the Technical Assistant (TA) grant partners.
 - In partnership with the TA grant partners determine the frequency, methods and sequence of training and professional development opportunities.
 - Establish a coordinated plan for training and professional development with TA grant partners, for example, development and implementation of a Community of Practice for CCHCs.

Applicable Priority System Roles and Goals

Grant partners implementing this strategy will work collectively with First Things First to address the priority system roles and goals below:

Priority System Roles

1. **Early Care and Education System Development and Implementation** – comprehensive early care and education system that is aligned both across the spectrum of settings and with the full continuum of the educational system.
2. **Quality, Access and Affordability of Regulated Early Care and Education Setting** – increase availability of and access to high quality, regulated, culturally responsive, affordable early care and education programs.

Goals

- To identify and align early care and education programs and services to ensure a comprehensive early childhood system with coordinated and efficient use of resources.
- To increase the number of Arizona children birth through five with access to and participation in quality early care and education.

Applicable Measures of Success

Grant partners implementing this strategy will work collectively with First Things First to address the measures of success below:

- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.

Target Population and Geographic Area to Serve

The Target Population for Child Care Health Consultation in the Cochise Region is 25-Quality First center-based providers and 10-Quality First home-based providers. The **Cochise Regional Partnership Council** provides services throughout Cochise County. It also includes all of ZIP code 85602, which crosses into Pima County.

Units of Service and FTF Data Requirements

First Things First (FTF) requires grant partners to submit program service data on a regular basis. This includes Unit(s) of Service information and ongoing program implementation data (quarterly quantitative report and narrative report). Beginning in State Fiscal Year (SFY) 2019, and for specific strategies, FTF will begin to gather participant-level demographic information and programmatic outcome data to inform FTF's reach and strategy impact.

Units of Service

A **Unit of Service** is FTF's designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number. A Unit of Service can be a target population and/or a service or product that a grant partner is expected to serve during the year as part of their contract. In an FTF contract, the following types of Service Units are considered:

1. **Target Service Unit(s):** *The Regional Partnership Council targets a population and/or a service or product to be served or delivered during a state fiscal year (SFY) based on the total funds available (i.e., the grant award amount) for that strategy.*

[Note - Insert the units of service from the TSU Guidance Document and insert the targeted numbers in place of #/% for each strategy. See example below.]

Child Care Health Consultation

Number of centers/homes served: 35

- **Center-based providers: 25**
- **Home-based providers: 10**

2. **Contracted Service Unit(s) (CSU):**

- i. Once the grant has been awarded and the grant partner signs the contract, the proposed service unit number(s) becomes the Contracted Service Unit (CSU) number for each strategy.
- ii. As part of quarterly data submission grant partner submits data on actual **services provided** during the SFY (Actual Service Unit(s)). This data is used to monitor progress on meeting the CSU.

FTF Data Requirements

CCHCs must use the CCHC extranet charting system, the electronic system selected by First Things First to document CCHC services provided to participants. Documentation must occur within five business days and include the following:

- All visits to participants participating in Quality First and Non-Quality First participants via the program's activity log in the Extranet System.
 - Health and Safety Assessments, and training provided must be documented in the Extranet.
- All communication with participants in the Extranet System.
- Tier level selection including when participants move between the tier levels.

Guidance Materials

The following documents can be accessed on the First Things First website, <http://www.firstthingsfirst.org/grants/strategy-toolkit/health> by selecting the “View” button next to the Child Care Health Consultation strategy. If there is difficulty in accessing any of the documents, email the name of the document and the Agreement number to grants@azftf.gov for assistance.

A. Standards of Practice

- **Child Care Health Consultation Standards of Practice**

B. Additional Document(s) Required for the Strategy

- **Mandated Reporting Policy**

C. Contracted Service Unit (CSU) Guidance Document(s)

- **Child Care Health Consultation CSU Guidance Document**

Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

Background

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Submission and reporting of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Scope

This Data Security, Submission and Suppression Guidelines and Requirements for Collaborators pertains to data collected by or shared with a grantee, governmental entity, or vendor ("collaborator") while assisting with an FTF needs and assets report, conducting an FTF-funded program or service, or performing research services on behalf of FTF.

Data Security Policy

Collaborators must ensure that the data is maintained in a secure manner. Collaborator data is likely to contain highly sensitive information on individuals, their education and their health. Therefore, all collaborators must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. FTF has the right to review and request changes to a collaborator's policy. All collaborators subject to HIPAA, FERPA, tribal law, or other data regulation are required to comply with those laws.

Data Classification

FTF classifies data by three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

Public data is data that is readily available in the public sphere, such as websites, publications, or other widely used sources. Public data includes both data published by FTF (e.g., needs and assets reports and impact reports) and data that has been officially released by an organization and is able to be located and verified by any interested party utilizing the complete citation (e.g., census data). Public data also includes aggregated data, except where the aggregated data constitutes limited distribution data.

Limited distribution data is aggregated data that does not identify individuals, but which may be of sufficiently small cell size that its dissemination poses a reasonable risk to the anonymity of any individual. Limited distribution data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

Confidential data is non-public data that identifies individuals or is governed by agreements or laws that limit its viewing, analysis, or dissemination. Confidential data may also include confidential business information. Confidential data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

Data Submission to FTF

FTF wants to ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for collaborators. All collaborators will regularly submit reports as identified in their contract with FTF.

Collaborators Conducting an FTF-Funded Program or Service

Collaborators may submit **public data** and **limited distribution data** to FTF through the FTF Partner Grant Management System (PGMS). Subsequent to the award of a contract, FTF will provide the collaborator with general training on login and navigation within PGMS. With this login, the collaborator will be able to manage its contract information. FTF will also provide additional training on strategy-specific data submission requirements. Because PGMS is located in a secure extranet environment, collaborators using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and strategy-specific data submission orientations (password and login security, guidelines for upload of narrative and other reports).

Collaborators submitting **public data**, **limited distribution data** and/or **confidential data** may submit their data, with an agreement between the collaborator and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Collaborators that submit data through the secure web service must submit data within the established data structures and format, follow all login procedures, submit a formal data change request form if needed, and ensure that confidential data may not be intercepted or viewed at any time by parties other than the collaborator and FTF. Additionally, collaborators must ensure that throughout the reporting and submission process that the data is secured and that any confidential data is encrypted and/or de-identified.

Collaborators Assisting with a Needs and Assets Report or Performing Research Services on Behalf of FTF

Collaborators usually submit their data to FTF through an established secure web service or FTP (File Transfer Protocol) site. Collaborators must follow the more specific data submission requirements in their contracts with FTF. To the extent a contract does not provide more specific submission requirements, collaborators must seek and receive approval of their data submission method from FTF.

All Collaborators

All collaborators must be prepared for FTF review of client-level data (e.g., child-level, professional-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data. Collaborators agree to allow FTF to access such data. Should

the data be subject to HIPAA, collaborators agree to enter into FTF's HIPAA Business Associate or Data Use Agreement as appropriate.

Beneficiary Permission for FTF Review

When a collaborator plans to obtain first-hand data from an individual, such as when conducting a program, providing a service, or conducting in-person research, the collaborator must inform the individual of FTF's reporting requirements. For instance, if the collaborator uses an enrollment form, the form should include the following statement: "I grant permission to [collaborator's name] to release my background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First, which is funding this program or service." The collaborator warrants to FTF that prior to entering into the Agreement for FTF funding it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Data Suppression Guidelines for Publications

Confidential and limited distribution data must not appear in publications. When a publication includes aggregate data, any limited distributed data must be suppressed. The statistical cutoff procedures help ensure that aggregated data does not put at risk the anonymity of any individual. FTF's intent is to avoid the possibility of inadvertently reporting personally identifiable information.

For data related to social service and early education programming, limited distribution data refers to counts of fewer than ten, excluding counts of zero (i.e., all counts of one through nine). Examples of social service and early education programming include the number of children served in TANF, AzMerit scores, and the number of children served with an IEP.

For data related to health or developmental delay, limited distribution data refers to counts of fewer than six, excluding counts of zero (i.e., all counts of one through five). Examples of health or developmental delay include the number of children without health insurance and the number of newborns admitted to an ICU.

Third-Party Sharing

Collaborators must not share collected data with individuals or parties other than FTF or the collaborator's contractor approved by FTF (see Collaborator Contractors section) or use the collected data for a non-FTF purpose without the prior written consent of FTF, except as follows. A collaborator that is an affiliate of an evidence-based model may share data with the organization that oversees the model as required by that organization. A collaborator providing a program or service under a grant from an entity other than FTF, such as the federal government, may share data with the other funding entity directly tied to that funding grant. Notwithstanding the foregoing, no data collected from tribal lands may be shared or used with any third-party without the appropriate tribal approvals and no data may be shared or used in violation of law.

Collaborator Contractors

All collaborators must contractually require any contractor used by them to assist with the collection, maintenance, submission, analysis or publication of data to comply with these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators. In addition, collaborators must obtain advance written approval from FTF before using a contractor for any of these purposes.

Tribal Data

FTF recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, FTF is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, collaborators must only collect, use and share data from tribal land with appropriate tribal approvals, which approval may require participation in cultural education and community orientation classes, and in accordance, as applicable, with FTF's Tribal Data Policy.

In the case of collaborators conducting an FTF-funded program or service, collaborators are responsible for obtaining the appropriate tribal approvals unless FTF notifies a collaborator in writing that FTF has already obtained the approvals. FTF Regional Directors and Tribal Affairs staff can provide support to collaborators in identifying and navigating each tribe's process and protocols.

In the case of collaborators assisting with a needs and assets report or performing research services on behalf of FTF, FTF staff will take the lead in securing appropriate tribal approvals for data collection. Collaborators need to assist FTF in this process as requested by FTF, which includes providing information and documentation requested by a tribe. Collaborators must not begin collecting data before necessary tribal approvals are obtained.

Compliance

The collaborator acknowledges that failure to comply with any requirement of these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators constitutes a material breach of the Agreement.

FTF's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website at <http://www.firstthingsfirst.org/grants/grantee-resources>.

Revised December 2017

Regular Board of Supervisors Meeting**Health & Social Services****Meeting Date:** 07/10/2018

Vital Records Fee Adjustment

Submitted By: Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:** PowerPoint **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Ray Falkenberg **TITLE of PRESENTER:** Deputy Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 36-302, 36-311, and 36-312**Information****Agenda Item Text:**

Adopt Resolution 18-11 increasing the schedule of fees for Vital Records Services provided by the County of Cochise, effective August 1, 2018.

Background:

Cochise County Vital Records fees were last changed in 2011 when the state increased its surcharge due for each certificate issued from \$1 to \$5. At that time, virtually all Arizona counties increased their basic birth and death certificate fees to \$20, while Cochise County increased the certificate fees by \$5 to \$15. With the exception of Cochise County, every county with a full-service vital records operation now charges basic certificate fees of \$20.

Adopting this standard fee schedule will enable CHSS to enhance our customers' experience by introducing same-day, walk-in Vital Records service at all five of our clinic sites.

Department's Next Steps (if approved):

Implement fee increase and service enhancements on 8/1/18.

Impact of NOT Approving/Alternatives:

Continuation of the current practice of mail-only delivery of Vital Records certificates by CHSS.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

[Exec Summary](#)

[Public Notice](#)

[Resolution](#)

[PPT presentation](#)

Executive Summary Form

Agenda Number: HLT – 4084 July 10, 2018

Recommendation:

It is recommended that Cochise County adopt statewide standard pricing for vital records services, which will result in a \$5 increase (to \$20) in the cost of birth and death certificates issued by the county.

Background (Brief):

Cochise County Vital Records fees were last changed in 2011 when the state increased its surcharge due for each certificate issued from \$1 to \$5. At that time, virtually all Arizona counties increased their basic birth and death certificate fees to \$20, while Cochise County increased the certificate fees by \$5 to \$15. With the exception of Cochise County, every county with a full-service vital records operation now charges basic certificate fees of \$20.

Adopting this standard fee schedule will enable CHSS to enhance our customers' experience by introducing same-day, walk-in Vital Records service at all five of our clinic sites.

The full schedule of proposed statewide standard fees is as follows:

	Current Fee	Proposed Fee
Birth Certificate	\$15.00	\$20.00
Establishing Paternity	\$28.00	\$30.00
BC Correction/Amendment	\$28.00	\$30.00
Death Certificate	\$15.00	\$20.00
DC Correction/Amendment	\$28.00	\$30.00
Fetal Death Certificate	\$15.00	\$20.00
Certificate of Birth Resulting in Stillbirth	\$15.00	\$20.00
Delayed Birth Application	\$15.00	\$20.00
Foreign Born Application	\$15.00	\$20.00
Putative Father Registry	\$5.00	\$5.00
Presumptive Death	\$10.00	\$15.00
Birth Non-Certified	\$5.00	\$5.00
Death Non-Certified	\$5.00	\$5.00
Record Search	\$5.00	\$5.00

Note that 97% of our certificate volume is represented by birth and death certificate issuance.

Fiscal Impact & Funding Sources:

The revenue impact of the proposed fee changes will be the annual addition of approximately \$50,000 to the general fund and allow Cochise County to cover its cost of providing this valuable customer service. The incremental revenue will be used to fund organizational and process improvements that will enable same-day Vital Records certificate issuance at all five CHSS clinics.

Next Steps/Action Items/Follow-up: Your approval is respectfully requested so that CHSS can significantly enhance customer service by offering same-day Vital Records certificate issuance.

Impact of Not Approving: Continuation of the current practice of mail-only delivery of Vital Records certificates by CHSS.

PUBLIC NOTICE

Pursuant to A.R.S. §11-251.08, the general public is hereby notified that the Cochise County Board of Supervisors will hold a public hearing on July 10, 2018 at 10:00 A.M. to consider increases in Cochise County Vital Records fees. This fee increase would be effective August 1, 2018.

This hearing will be held at the Cochise County Board of Supervisors Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona 85603. This building is accessible by handicapped individuals.

Information is available with the Clerk of the Board by calling (520) 432-9200 or by mail, Attention: Arlethe Rios, Clerk of the Board, Cochise County Board of Supervisors, 1415 Melody Lane, Building G, Bisbee, Arizona 85603 or via email at arios@cochise.az.gov.

Dated this 1st day of June, 2018
Arlethe Rios, Clerk of the Board

RESOLUTION 18 - _____

A RESOLUTION INCREASING THE SCHEDULE OF FEES FOR VITAL RECORDS SERVICES PROVIDED BY THE COUNTY OF COCHISE

WHEREAS, pursuant to A.R.S. § 36-341.A, the Board of Supervisors for the County of Cochise shall establish a schedule for reimbursement of Cochise County ("County") services, which shall not exceed the actual costs for the services provided by the County; and

WHEREAS, the cost to provide Vital Records Services has increased, it is now necessary to adjust the schedule of fees for these services to reflect the current actual cost of providing Vital Records Services, as specified in the accompanying Exhibit A; and

WHEREAS, this matter was noticed for public hearing, as required by A.R.S. § 11-251.08, and following this hearing the Board of Supervisors for the County of Cochise determined that these proposed revisions to the Vital Records Services Fees are necessary and appropriate.

NOW, THEREFOR, BE IT RESOLVED, that the Board of Supervisors for the County of Cochise adopts the following schedule of fees (as set forth in Exhibit A, attached hereto) for Vital Records Services provided by the County, under provisions of A.R.S. §§ 36-187, 11-251.08 and 36-341.A, to be in effect on and after August 1, 2018; and

BE IT FURTHER RESOLVED, that any and all prior fee schedules adopted for Vital Records are hereby rescinded, effective with the passage of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2018.

Peggy Judd, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlathe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Christine J. Roberts

Christine J. Roberts
Civil Deputy County Attorney

EXHIBIT A

Schedule for Reimbursement – Vital Records	New Fee
Birth Certificate	\$20.00
Establishing Paternity	\$30.00
BC Correction/Amendment	\$30.00
Death Certificate	\$20.00
DC Correction/Amendment	\$30.00
Fetal Death Certificate	\$20.00
Certificate of Birth Resulting in Stillbirth	\$20.00
Delayed Birth Application	\$20.00
Foreign Born Application	\$20.00
Putative Father Registry	\$5.00
Presumptive Death	\$15.00
Birth Non-Certified	\$5.00
Death Non-Certified	\$5.00
Record Search	\$5.00

*New Fee Schedule, effective August 1, 2018.

COCHISE COUNTY

Public Hearing
Vital Records Fees

July 10, 2018



Public Programs...Personal Service

COCHISE COUNTY

- Vital Records are the official birth and death certificates issued by Cochise County on behalf of the state
- Provision of Vital Records services by counties is mandated by Arizona Revised Statutes Titles 36-302, 36-311, and 36-312
- Cochise County has been providing full Vital Records services since 2007



COCHISE COUNTY

- Cochise County fees were last updated in 2011
- The cost of producing and delivering certificates has steadily increased
- We are the only county that has not adopted the statewide standard fee schedule
- In order to cover the cost of producing and delivering certificates, adoption of the statewide standard fee schedule is hereby recommended



COCHISE COUNTY

- Proposed new fee structure

	Current Fee	Proposed Fee
Birth Certificate	\$15.00	\$20.00
Establishing Paternity	\$28.00	\$30.00
BC Correction/Amendment	\$28.00	\$30.00
Death Certificate	\$15.00	\$20.00
DC Correction/Amendment	\$28.00	\$30.00
Fetal Death Certificate	\$15.00	\$20.00
Certificate of Birth Resulting in Stillbirth	\$15.00	\$20.00
Delayed Birth Application	\$15.00	\$20.00
Foreign Born Application	\$15.00	\$20.00
Putative Father Registry	\$5.00	\$5.00
Presumptive Death	\$10.00	\$15.00
Birth Non-Certified	\$5.00	\$5.00
Death Non-Certified	\$5.00	\$5.00
Record Search	\$5.00	\$5.00



COCHISE COUNTY

- Cochise County now delivers vital records certificates only via USPS
- The new fee structure will enable us to implement same-day, in-person certificate delivery at all Health and Social Services clinics via staff development and process enhancements



COCHISE COUNTY

- Under the new process, the average cost of issuing each certificate will be:

State Surcharge	5.00
Deputy Registrar Time	8.33
Clerk Time	3.70
Certified Paper/Postage	0.75
Overhead	2.56
Total Cost per Certificate	<hr/> 20.34



COCHISE COUNTY

- Customer service advantages of same-day, walk-in service vis-à-vis state on-line system:
 - No additional processing fees (\$11 - \$34 with state system)
 - Same-day receipt of certificate (up to three weeks from state system, which offers no same-day option)
 - USPS delivery remains an option at no additional charge



COCHISE COUNTY

- Fulfill county and department strategic goals:
 - Enhanced customer service (CC Strategic Plan)
 - Efficient admin practices (CC Strategic Work Plan)
 - Fiscal responsibility (CC Strategic Work Plan)
 - Workforce development (CHSS Strategic Plan)
 - Resource management (CHSS Strategic Plan)

