



# 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

**SHARON GILMAN**  
Associate County Administrator

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

## **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, January 8, 2019 at 10:00 AM**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

**PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

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

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

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

### **CALL TO THE PUBLIC**

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

### **CONSENT**

#### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 18, 2018.
2. Approve a Proclamation declaring January 20-26, 2019 as Cochise County School Choice Week.
3. Approve a Proclamation in recognition of Effie Anderson Smith, Artist and Resident of Cochise County.

4. Appoint Mr. Donald Fenn as the Constable in Precinct 3 effective January 1, 2019 with a salary of \$1 a month.
5. Approve one year contract for legal advertising services with the San Pedro Valley News-Sun.
6. Approve the transfer of the rural addressing master street address guide coordinator from Cochise County to the Southeastern Arizona Communications Center (SEACOM).

### **Community Development**

7. Approve the reappointment of Wayne Gregan and Patrick Greene to the Planning & Zoning Commission with terms effective to December 31, 2022.

### **Elections**

8. Approve the appointment of ten Democrat Precinct Committeemen by recommendation of the Cochise County Party Chairman to serve through the October 1, 2020 term.

### **Emergency Services**

9. Approve the Grant Agreement 18-AZDOHS-HSGP-1804 in the amount of \$2,500 for the community emergency response team training and equipment program effective October 1, 2018 through September 30, 2019.

### **Finance**

10. Approve demands and budget amendments for operating transfers.

### **Health & Social Services**

11. Approve Contract #CTR040475 between the Arizona Department of Health Services and Cochise Health and Social Services for Sexually Transmitted Disease (STD) control services in the amount \$15,405 effective January 1, 2019 through December 31, 2023.

### **Procurement**

12. Approve one year Cooperative Contract for Janitorial Services for Southeastern Arizona Communications (SEACOM) center and County-Wide Use, if needed effective January 9, 2019 through January 8, 2020.

### **Workforce Development**

13. Approve the appointment of Mr. Wick Lewis to the Local Workforce Development Board to fill an unexpired term, effective immediately and through June 30, 2022.

### ***ACTION***

### **Board of Supervisors**

14. Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.
15. Ratify Letter of Intent not to renew the Intergovernmental Agreement (IGA) for legal services with the City of Bisbee and requesting early termination.

### **Health & Social Services**

16. Approve receipt of \$50,000 from Legacy Foundation of Southeastern Arizona as 40% of the cost to build an outdoor walking path for public use on county-owned conservation land at 1415 Melody Lane.

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

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

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

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

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

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

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019

Minutes

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

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of December 18, 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, December 18, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, December 18, 2018 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Peggy Judd, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Supervisor  
Staff Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County  
Present: 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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***CALL TO THE PUBLIC***

Chairman Judd opened the call to the public.

No one 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 December 4, 2018.
2. Approve amendment to the Personal Leave Policy to clarify payout amounts for Court employees effective December 16, 2018.
3. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Mark Anders Jorve for Zarpara Vineyard, Winery, located at 6777 S. Zarpara Lane, Willcox, 85643.

**Court Administration**

4. Approve the appointment of Justice of the Peace Elect Janus A. Poppe to serve as Justice of the Peace Pro Tempore, until the start of his elected term on January 2, 2019, effective December 24, 2018 and terminate upon his swearing in on January 2, 2019.

## Finance

5. Approve demands and budget amendments for operating transfers. Warrants Nos. 30478-30772, 30774-30829 were issued in the amount of \$1,579,031.70.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
109	Courtesy Chevrolet / GMAC	\$262,507.31
100	PlusOne Services	\$345.00
100	Industrial Commission of AZ Division of Occupational	\$2,250.00
505	Cintas Corporation No. 445	\$180.83
100	Arizona Secretary of State Business Services Notary	\$43.00
100	Arizona Secretary of State Business Services Notary	\$43.00
100	Arizona Secretary of State Public Services Dept.	\$43.00
100	Cook, Roy E.	\$69.00
251	Union Pacific Railroad Co.	\$16,150.00
600	Utility Trailer Sales Co. of Arizona	\$311.81

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

## Health & Social Services

6. Approve Intergovernmental Agreement (IGA) ADHS16-109191 Amendment 6, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of \$684,356 effective July 1, 2018 through June 30, 2019.

## Workforce Development

7. Approve the appointment of Mr. Abriel Quiroz to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 30, 2022.

Vice-Chairman Call moved to approve items 1-7 on the consent agenda. Supervisor English seconded the motion and it carried unanimously.

## **PUBLIC HEARINGS**

### Board of Supervisors

8. Approve a new liquor license application for a series #10 Beer & Wine Store license submitted by Ms. Andrea Dahlman Lewkowitz for 9 Acre Travel Complex, located at 2500 W Business I-10, San Simon, AZ 85632.

Ms. Arlethe G. Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the

Development Services Department has recommended approval; and the Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business. There have been no formal protests and the \$100.00 processing fee has been paid. Board staff recommended approval.

Chairman Judd opened the public hearing.

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

Supervisor English moved to approve a new liquor license application for a series #10 Beer & Wine Store license submitted by Ms. Andrea Dahlman Lewkowitz for 9 Acre Travel Complex, located at 2500 W Business I-10, San Simon, AZ 85632. Vice-Chairman Call seconded the motion.

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

## **ACTION**

### **Board of Supervisors**

9. Adopt Resolution 18-24 setting the Cochise County workweek and pay periods.

Mr. Gilligan said that the proposed change was consistent with business rules in calculating overtime earnings for non-exempt employees and added that with the new payroll system it was necessary to have one business rule for all employees.

Chairman Judd said that Mr. Brian McIntyre, County Attorney, wished to speak on this change.

Mr. McIntyre clarified that he was not presenting as the County Attorney, but instead as a manager. He said that the flex schedule was used by many managers in the County to recruit and retain employees and that these major policy changes regarding employees' time had resulted in employees resigning or retiring. He also mentioned the inconvenience of exempt employees having to clock in and the result of compensation time if managers allowed non-exempt employees to keep their flex schedule. He asked that the Board delay their decision until the vendor of the new system could see if they could accommodate accounting for a flexible schedule. He added that the previous mention that the current schedule not complying with federal law was false.

Chairman Judd said that she did not understand why the current flex schedule could not be accommodated.

Mr. Gilligan said that there were other schedules that managers could allow to accommodate employee time off. He said this change did not restrict managers controlling staff schedules, it just changed the way overtime was calculated. He added that staff had already tried to accommodate the current flex schedule in the new payroll system and it was not possible. He noted that the organization needed to move forward and focus on the positive impacts of automating the payroll system.

Vice-Chairman Call said that he understood the concerns, but he thought that the organization needed to move forward.

Supervisor English said that this change was based on equality and would be a positive change for the County.

Vice-Chairman Call moved to adopt Resolution 18-24 setting the Cochise County workweek and pay periods. Supervisor English seconded the motion.

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

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

Ms. Rios presented this item. She said that there had been two bids received for four parcels for a total sale of \$640 (\$540 for the bid and \$100 for the administrative fees).

Supervisor English moved to approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees. Vice-Chairman Call seconded the motion.

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

11. Approve the funding model for the Southeastern Arizona Communications Center (SEACOM).

Mr. Gilligan presented this item. Mr. Gilligan said that this has been adopted by the SEACOM Board of Directors and would be presented to the Sierra Vista City Council for their approval. He added that many models were presented and after much deliberation and input from interested parties the model attached was chosen as the best fit for SEACOM. He stated that for the model and the center to be successful members would need to be added and if new members were not added the County and City would have to rethink a joint center.

Vice-Chairman Call moved to approve the funding model for the Southeastern Arizona Communications Center (SEACOM). Supervisor English seconded the motion.

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

## **County Sheriff**

12. Approve Intergovernmental Agreement (IGA) 2018-098 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office, to continue to fund five deputy positions for the Border Strike Force Bureau, effective July 1, 2018 through June 30, 2019 with automatic annual renewal options through June 30, 2021.

Lieutenant Sean Gijanto, Sheriff's Office, presented this item. Lt. Gijanto said that this IGA was already approved and that this renewal was for salary adjustments.

Supervisor English moved to approve Intergovernmental Agreement (IGA) 2018-098 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office, to continue to fund five deputy positions for the Border Strike Force Bureau, effective July 1, 2018 through June 30, 2019 with automatic annual renewal options through June 30, 2021. Vice-Chairman Call seconded the motion.

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

## **Court Administration**

13. Certify that the total court revenues collected in Fiscal Year 2017/2018 exceeded total court revenues collected in Fiscal Year 1997/1998, and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Judge James Conlogue, Presiding Superior Court Judge, presented this item. Judge Conlogue explained that this was an annual request mandated by the State in order to distribute additional revenue.

Vice-Chairman Call moved to certify that the total court revenues collected in Fiscal Year 2017/2018 exceeded total court revenues collected in Fiscal Year 1997/1998, and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421. Supervisor English seconded the motion.

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

## **Facilities**

14. Approve new lease of property between Cochise County and Wiley E. (Gene) and Lori J. Moreman to build additional T-Hangars at Wilcox Airport, effective January 2, 2019.

Mr. Jay Howe, Facilities Director, presented this item. Mr. Howe gave the background and explained the project.

Supervisor English moved to approve new lease of property between Cochise County and Wiley E. (Gene) and Lori J. Moreman to build additional T-Hangars at Wilcox Airport, effective January 2, 2019. Vice-Chairman Call seconded the motion.

The Board thanked the owners for conducting business in the County.

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

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

Mr. Gilligan thanked the Board and all employees for their patience with all the recent changes.

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

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

Vice-Chairman Call discussed the re-organization of the Upper San Pedro Partnership and thanked Mr. Gilligan, his staff, and all employees for their work and participation in all the changes the Board had made throughout the year. He also wished everyone a Merry Christmas and Happy New Year.

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

Supervisor English said that she was happy the Board had accomplished some of their major strategic plan goals in 2018 and thanked employees for their cooperations. She also wished everyone holiday cheer.

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

Chairman Judd said that she was also excited the County was moving forward in a good direction due to all the changes and wished everyone a Merry Christmas and Happy New Year.

Chairman Judd adjourned the meeting at 11:00 a.m.

APPROVED:

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Peggy Judd, Chairman

ATTEST:

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Arlathe G. Rios, Clerk of the Board

C Co. Demands 12.18.18

30420	11/30/2018	Alliance of AZ Nonprofits	\$500.00	30497	12/04/2018	Cintas Fire Protection	\$1,973.74
30421	11/30/2018	Amazon.com LLC	\$166.89	30498	12/04/2018	Clear Springs Utility, Inc.	\$217.39
30422	11/30/2018	AZ Chapter National Safety Council	\$1,120.56	30499	12/04/2018	Cochise County Treasurer	\$20.00
30423	11/30/2018	AZ Department of Corrections	\$313.72	30500	12/04/2018	Conney Safety Products	\$557.55
30424	11/30/2018	AZ Public Service - APS	\$9,217.10	30501	12/04/2018	Courtesy Chevrolet / GMAC	\$114,814.32
30425	11/30/2018	AZ State Prison Complex	\$3,434.62	30502	12/04/2018	Crowell, Patricia	\$85.86
30426	11/30/2018	B & S Supply Co, Inc	\$1,356.47	30503	12/04/2018	Deneke, Buffy	\$557.20
30427	11/30/2018	Bella Vista Water Company-Liberty Water	\$135.00	30504	12/04/2018	Direct TV	\$34.99
30428	11/30/2018	Bisbee NAPA	\$115.99	30505	12/04/2018	Douglas, City of	\$354.18
30429	11/30/2018	Blackstone Audio, Inc.	\$302.21	30506	12/04/2018	Empire Southwest LLC	\$6,103.73
30430	11/30/2018	Bob Barker Company, Inc.	\$233.74	30507	12/04/2018	English, Ann S.	\$759.76
30431	11/30/2018	Bug-Wiser Exterminating, Inc.	\$35.00	30508	12/04/2018	Flores, Juan P	\$1,093.80
30432	11/30/2018	Center for Disease Detection, LLC	\$593.00	30509	12/04/2018	Gasper, Louis C	\$95.58
30433	11/30/2018	CenturyLink Communications	\$1,456.73	30510	12/04/2018	Harinder Singh Chowhan	\$342.40
30434	11/30/2018	CenturyLink Communications	\$1,068.04	30511	12/04/2018	Honeman, Van G.	\$520.80
30435	11/30/2018	Cintas Fire Protection	\$1,853.77	30512	12/04/2018	Interstate Battery	\$332.09
30436	11/30/2018	Cochise County Sheriff's Department	\$3.00	30513	12/04/2018	Jennings, Jeffrey	\$16.81
30437	11/30/2018	Cook, Roy E	\$69.00	30514	12/04/2018	Judd, Peggy S.	\$389.95
30438	11/30/2018	CRM of America LLC	\$1,894.57	30515	12/04/2018	Keefe Commissary Network, LLC	\$3,029.65
30439	11/30/2018	Crosby, Terry	\$100.00	30516	12/04/2018	Law Office of Joan M Sacramento	\$350.00
30440	11/30/2018	Election Systems & Software LLC	\$2,475.35	30517	12/04/2018	Lawley's Team Ford Kia	\$241.54
30441	11/30/2018	Federal Express Corporation	\$44.50	30518	12/04/2018	McCarty, Allen	\$126.04
30442	11/30/2018	Ferguson Enterprises, Inc.	\$197.78	30519	12/04/2018	Merle's Automotive Supply	\$101.56
30443	11/30/2018	Grady, Michael Edward	\$30.00	30520	12/04/2018	Merle's Automotive Supply	\$3,373.82
30444	11/30/2018	Granite Construction Company	\$1,338.72	30521	12/04/2018	MME Consulting Services LLC	\$150.00
30445	11/30/2018	Guidas, Elyse	\$975.92	30522	12/04/2018	Neuropsych Assessment & Consulting, PLC	\$2,800.00
30446	11/30/2018	Heinfeld, Meech & Co., P.C.	\$2,399.92	30523	12/04/2018	Nyander, Penny Sue	\$579.80
30447	11/30/2018	Hernandez, Mario	\$54.36	30524	12/04/2018	Onebox	\$12.94
30448	11/30/2018	Johnson, Gregory L.	\$245.55	30525	12/04/2018	Perez, Johnson, Ross	\$341.60
30449	11/30/2018	Jondle, Luke	\$35.00	30526	12/04/2018	PrevenTronics	\$1,108.29
30450	11/30/2018	KE&G Construction Inc.	\$3,199.79	30527	12/04/2018	Prudential Overall Supply	\$824.30
30451	11/30/2018	Martinez, Sergio I. Ph.D., LLC	\$2,400.00	30528	12/04/2018	Purcell Tire & Rubber Company	\$763.05
30452	11/30/2018	Mundt, Cloey	\$136.00	30529	12/04/2018	Reed, Cynthia - Court Reporter	\$257.60
30453	11/30/2018	Nadolski, Jerome A	\$30.60	30530	12/04/2018	Robert J. Zohlmann, Esq.	\$1,000.00
30454	11/30/2018	Narmont, August	\$100.00	30531	12/04/2018	Ross, Ramiro	\$5.18
30455	11/30/2018	Office Depot	\$954.55	30532	12/04/2018	Safelite Autoglass Corp.	\$140.42
30456	11/30/2018	OverDrive, Inc.	\$512.97	30533	12/04/2018	Schlesinger, Aaron	\$658.00
30457	11/30/2018	Price, Paul	\$100.00	30534	12/04/2018	Senergy Petroleum LLC	\$40,717.04
30458	11/30/2018	Prudential Overall Supply	\$79.87	30535	12/04/2018	Seton Name Plate Company	\$702.05
30459	11/30/2018	RevolutionaryText, LLC	\$35.00	30536	12/04/2018	Simpson Tool Box Company	\$310.84
30460	11/30/2018	Sanchez, Natalie Nicole	\$133.00	30537	12/04/2018	Southwest Gas Corporation	\$625.89
30461	11/30/2018	Sanofi Pasteur	\$3,803.91	30538	12/04/2018	Sparkletts	\$135.94
30462	11/30/2018	Schindler Elevator Corporation	\$1,119.42	30539	12/04/2018	Sulphur Springs Valley Electric Coop., Inc.	\$450.72
30463	11/30/2018	Schlesinger, Aaron	\$18.00	30540	12/04/2018	The Law Offices of Harriette P Levitt, PLLC	\$838.56
30464	11/30/2018	Sparkletts	\$39.10	30541	12/04/2018	Trademark Visual, Inc.	\$1,809.75
30465	11/30/2018	Stantec Consulting Services, Inc.	\$1,250.00	30542	12/04/2018	TransUnion Risk and Alt. Data Solutions	\$25.00
30466	11/30/2018	Stericycle Inc.	\$246.60	30543	12/04/2018	Trinity Services Group, Inc.	\$37,311.70
30467	11/30/2018	Strechko, Keith	\$200.00	30544	12/04/2018	United Fire Equipment Company	\$646.22
30468	11/30/2018	Supplemental Health Care	\$2,025.00	30545	12/04/2018	VCA Apache Animal Hospital	\$247.31
30469	11/30/2018	Thomson West	\$597.18	30546	12/04/2018	Voyager Fleet System, Inc.	\$7,695.18
30470	11/30/2018	TransFirst	\$495.04	30547	12/04/2018	W. R. Ryan Company	\$6,305.87
30471	11/30/2018	TransUnion Risk and Alt. Data Solutions	\$66.64	30548	12/04/2018	Waste Management of AZ, Inc.	\$534.74
30472	11/30/2018	Tucson Tallow Co., Inc.	\$375.00	30549	12/04/2018	Watson Chevrolet Inc	\$4,383.24
30473	11/30/2018	Vision Business Products	\$287.68	30550	12/04/2018	Waxie Sanitary Supply	\$1,266.51
30474	11/30/2018	Waxie Sanitary Supply	\$5,128.88	30551	12/04/2018	West Press	\$2,016.11
30475	11/30/2018	Westlawn Chapel & Mortuary	\$1,000.00	30552	12/04/2018	Whetstone Water Improvement District	\$92.04
30476	11/30/2018	Wick Communications	\$56.15	30553	12/04/2018	Willcox Auto Parts Inc.	\$10.87
30477	11/30/2018	Chiricahua Community Health Centers, INC	\$90.52	30554	12/04/2018	Willcox, City of	\$24,214.79
30478	12/03/2018	Social Security Administration	\$69.00	30555	12/04/2018	Williamson, Daniel	\$12,000.00
30479	12/04/2018	A+ Language Services	\$396.00	30556	12/04/2018	WIST Office Products Co	\$1,522.16
30480	12/04/2018	Altamirano, Cash	\$21.85	30557	12/04/2018	AZ Secretary of State	\$43.00
30481	12/04/2018	Animas Reporting Service	\$244.52	30558	12/04/2018	Chuar LLC	\$5,325.26
30482	12/04/2018	AOC Education Services	\$325.00	30559	12/04/2018	Galligan, Merwin	\$100.00
30483	12/04/2018	AZ Department of Corrections	\$263.36	30560	12/04/2018	Pitney Bowes Reserve Account	\$20,000.00
30484	12/04/2018	AZ Department of Corrections	\$30.10	30561	12/04/2018	Swartz, Richard M	\$2,831.76
30485	12/04/2018	AZ Department of Transportation	\$1,201.70	30562	12/07/2018	Alphagraphics	\$993.84
30486	12/04/2018	AZ Public Service - APS	\$1,221.39	30563	12/07/2018	AZ Department of Corrections	\$1,258.03
30487	12/04/2018	AZ Water Company	\$4,257.38	30564	12/07/2018	AZ Department of Corrections ASPC-Tucson	\$85.00
30488	12/04/2018	Auletta, Susan P	\$650.00	30565	12/07/2018	AZ Department of Environmental Quality	\$252.60
30489	12/04/2018	B & D Lumber and Hardware	\$760.62	30566	12/07/2018	AZ Public Service - APS	\$25,805.75
30490	12/04/2018	Barnett's Towing & Oxygen LLC	\$350.00	30567	12/07/2018	AZ State Forestry Division	\$3,139.73
30491	12/04/2018	Bisbee NAPA	\$1,198.64	30568	12/07/2018	AZ State Land Department	\$2,269.29
30492	12/04/2018	Bowie Water Improvement District	\$45.48	30569	12/07/2018	AZ State Prison Complex	\$1,752.47
30493	12/04/2018	C & C Manufacturing	\$12,403.06	30570	12/07/2018	Azam, Syed T.	\$1,250.00
30494	12/04/2018	Cactus Country Auto Sales	\$25.21	30571	12/07/2018	Beacon Secure	\$50.00
30495	12/04/2018	CenturyLink Communications	\$1,103.28	30572	12/07/2018	Benson, City of	\$48.86
30496	12/04/2018	CenturyLink Communications	\$97.14	30573	12/07/2018	BI Incorporated	\$868.40

30574	12/07/2018	Bisbee NAPA	\$909.48
30575	12/07/2018	Bisbee, City of (Ambulance)	\$2,364.18
30576	12/07/2018	Bowie Water Improvement District	\$90.96
30577	12/07/2018	Bug-Wiser Exterminating, Inc.	\$796.00
30578	12/07/2018	Bug-Wiser Exterminating, Inc.	\$20.00
30579	12/07/2018	Calonje, Diego H. MD PC	\$106.67
30580	12/07/2018	Canyon Vista Medical Center	\$2,700.00
30581	12/07/2018	Cardinal Health Inc.	\$55.14
30582	12/07/2018	Casian, Benitez, Dagoberto	\$611.53
30583	12/07/2018	CDW LLC	\$1,299.05
30584	12/07/2018	Center for Disease Detection, LLC	\$194.50
30585	12/07/2018	CenturyLink Communications	\$3,166.03
30586	12/07/2018	CenturyLink Communications	\$2,285.18
30587	12/07/2018	CenturyLink Communications	\$6,245.10
30588	12/07/2018	Cintas Corporation No. 445	\$309.68
30589	12/07/2018	City of Sierra Vista	\$1,038.10
30590	12/07/2018	Cochise County/Sheakley/National Bank	\$4,159.49
30591	12/07/2018	Copper Queen Community Hospital	\$26.19
30592	12/07/2018	Copygraphix Inc.	\$94.95
30593	12/07/2018	CRM of America LLC	\$3,929.50
30594	12/07/2018	Douglas, City of	\$161.17
30595	12/07/2018	ECMC	\$293.11
30596	12/07/2018	Elfrida Water Improvement District	\$45.63
30597	12/07/2018	Ewing & Ewing Attorneys	\$291.59
30598	12/07/2018	Ferguson Enterprises, Inc.	\$514.65
30599	12/07/2018	GC Services LP / PHEAA	\$124.50
30600	12/07/2018	General Revenue Corporation	\$316.22
30601	12/07/2018	Granite Construction Company	\$7,278.25
30602	12/07/2018	Interstate Battery	\$600.63
30603	12/07/2018	Jensen's Sierra Vista Mortuary	\$500.00
30604	12/07/2018	Jimenez, Elizabeth Sarah	\$236.25
30605	12/07/2018	KE&G Construction Inc.	\$4,975.66
30606	12/07/2018	La Quinta Motor Inn-Phoenix	\$287.33
30607	12/07/2018	Licking County CSEA	\$178.61
30608	12/07/2018	McKesson General Medical Corp	\$3,281.63
30609	12/07/2018	Merle's Automotive Supply	\$1,022.43
30610	12/07/2018	Miguez, Gerardo (Tex)	\$170.00
30611	12/07/2018	Murphy, Cindy	\$33.61
30612	12/07/2018	Norment Security Group Inc.	\$5,317.16
30613	12/07/2018	Office Depot	\$120.74
30614	12/07/2018	Porta-Pot	\$750.75
30615	12/07/2018	Pre-paid Legal Services, Inc. dba LegalShield	\$1,699.75
30616	12/07/2018	Prudential Overall Supply	\$13.14
30617	12/07/2018	Securus Technologies, Inc	\$2,550.45
30618	12/07/2018	Senergy Petroleum LLC	\$5,058.06
30619	12/07/2018	SoundOff Signal	\$697.74
30620	12/07/2018	Southwest Gas Corporation	\$861.70
30621	12/07/2018	Stamback Septic Service	\$611.50
30622	12/07/2018	Sulphur Springs Valley Electric Coop., Inc.	\$975.45
30623	12/07/2018	Sune D14 Misc-A Holdings, LLC	\$6,979.05
30624	12/07/2018	Sunsites-Pearce Fire District	\$511.36
30625	12/07/2018	Supplemental Health Care	\$6,227.82
30626	12/07/2018	Support Payment Clearinghouse	\$5,846.29
30627	12/07/2018	Thomson West	\$447.17
30628	12/07/2018	Titan Alarm, Inc.	\$2,722.50
30629	12/07/2018	Trachtman, Sean	\$350.00
30630	12/07/2018	Trellis Company	\$183.01
30631	12/07/2018	Trinity Services Group, Inc.	\$3,735.05
30632	12/07/2018	U.S. Department of Education	\$177.68
30633	12/07/2018	Valley Telephone Coop., Inc.	\$117.21
30634	12/07/2018	Verizon Wireless	\$11,610.37
30635	12/07/2018	Verizon Wireless	\$2,025.00
30636	12/07/2018	W W Grainger Inc	\$96.37
30637	12/07/2018	Waste Management of AZ, Inc.	\$988.60
30638	12/07/2018	Watson Chevrolet Inc	\$4,242.93
30639	12/07/2018	Waxie Sanitary Supply	\$523.88
30640	12/07/2018	Wells, Doris K.	\$560.00
30641	12/07/2018	Willcox, City of	\$1,412.61
30642	12/07/2018	Arias, Armando	\$72.05
30643	12/07/2018	Cochise County Sheriff's Department	\$1,416.74
30644	12/07/2018	Essary, Cody	\$700.00
30645	12/07/2018	Gledhill, Ronald	\$700.00
30646	12/07/2018	Internal Revenue Service	\$888.00
30647	12/07/2018	Pima County	\$39,000.00

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019

Approve Proclamation: Commemorating Cochise County School Choice Week

**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** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve a Proclamation declaring January 20-26, 2019 as Cochise County School Choice Week.

**Background:**

Cochise County's proclamation attached.

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

n/a

**Impact of NOT Approving/Alternatives:**

n/a

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

File proclamation and email a pdf version to Julie Collier at [proclamations@schoolchoiceweek.com](mailto:proclamations@schoolchoiceweek.com)

**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**

Proclamation



# Cochise County Board of Supervisors

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

**PEGGY JUDD**  
Chairman  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

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

**SHARON GILMAN**  
Associate County Administrator

**ANN ENGLISH**  
Supervisor  
District 2

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

## PROCLAMATION

### *Commemorating Cochise County School Choice Week*

**WHEREAS** all children in Cochise County should have access to the highest-quality education possible; and,

**WHEREAS** Cochise County recognizes the important role that an effective education plays in preparing all students in Cochise County to be successful adults; and,

**WHEREAS** quality education is critically important to the economic vitality of Cochise County; and,

**WHEREAS** Cochise County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

**WHEREAS** educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

**WHEREAS** Cochise County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

**WHEREAS** School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

**NOW THEREFORE**, the Cochise County Board of Supervisors hereby recognize January 20-26, 2019 as Cochise County School Choice Week and call this observance to the attention of all our citizens.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Peggy Judd, Chairman

\_\_\_\_\_  
Patrick G. Call, Vice-Chairman

\_\_\_\_\_  
Ann English, Supervisor

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2019

Approve Proclamation: Recognizing Effie Anderson Smith

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a Proclamation in recognition of Effie Anderson Smith, Artist and Resident of Cochise County.

Background:

2019 marks the 150th birthday anniversary of Ms. Smith and will be observed with exhibits and displays of her art in Tucson, Douglas, and Pearce.

Department's Next Steps (if approved):

Send one original signed proclamation with Peggy when she attends the event on January 11th in Tucson.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

File one signed original, send the 2nd signed original with Peggy to event.

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

Proclamation



# Cochise County Board of Supervisors

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

**PEGGY JUDD**  
Chairman  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

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

**SHARON GILMAN**  
Associate County Administrator

**ANN ENGLISH**  
Supervisor  
District 2

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

## PROCLAMATION

### Recognition of Effie Anderson Smith, Artist and Resident of Cochise County

**WHEREAS**, Effie Anderson Smith (1869-1955), known in her lifetime as Mrs. A.Y. Smith, was a 55-year resident of Cochise County (in Benson, Pearce, and Douglas); and

**WHEREAS**, Effie Anderson Smith came to Cochise County as a pioneer in 1895 from Arkansas, married Scottish railroad and mining engineer Andrew Young Smith that year in Bisbee, and after one year in Benson, settled at the mining camp at Pearce in 1896 (where A.Y. Smith rose to Manager and President of the Commonwealth Silver and Gold Mine); and

**WHEREAS**, Effie Anderson Smith's evolution as a desert landscape painter developed during the her long residency in Pearce (1896-1941) as she painted in her Pearce home and traveled with her husband by horseback and auto around Cochise County, sketching and painting scenes of the Chiricahua Mountains, Wonderland of Rocks and Cave Creek Canyon, vistas of the Sulphur Springs Valley, the Dragoon Mountains, Treaty Rocks and Cochise Stronghold, the Swissshelms, the Mirages on Willcox Playa, and also became nationally known for her depictions of the Grand Canyon; and

**WHEREAS**, Effie Anderson Smith was the first known artist to infuse the Impressionist technique she learned from California masters with the raw natural beauty of Arizona's deserts, mountains, canyons, and native cacti and flora; and

**WHEREAS**, Effie Anderson Smith taught desert landscape painting to dozens of local Douglas and Cochise County women, young and mature, in her home in Pearce (1930s) and seasonally in her studio at the Hotel Gadsden (1941-51) and to the wives of servicemen in Douglas during World War II; and

**WHEREAS**, By the time of Effie Anderson Smith's 80th birthday in 1949 was celebrated she was acclaimed nationally and in the Douglas Daily Dispatch as "The Dean of Arizona Women Painters", having exhibited and sold her Arizona desert landscapes in galleries from California to New York, hundreds of known works, many still today in the homes of descendants of Cochise County pioneer families who knew the artist, as well as at the Douglas Historical Society and in the art collection at Cochise College; and

**WHEREAS**, Effie Anderson Smith took leadership roles in the Arizona Federation of Women's Clubs as Art Chairman for the Southern District, as a founding member of the League of American Penwomen, and a founding artist in the earliest exhibits of the Tucson Fine Arts Association; and

**WHEREAS**, the 150th birthday anniversary of Effie Anderson Smith is September 29th, 2019 and will be observed with exhibits and displays of E.A. Smith's most important art works in Tucson, Douglas, and Pearce during 2019; and

**NOW THEREFORE**, the Cochise County Board of Supervisors hereby proclaims a celebration for the sesquicentennial year of Effie Anderson Smith in Cochise County.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Peggy Judd, Chairman

\_\_\_\_\_  
Patrick G. Call, Vice-Chairman

\_\_\_\_\_  
Ann English, Supervisor

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019

Constable JP3

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Appoint Mr. Donald Fenn as the Constable in Precinct 3 effective January 1, 2019 with a salary of \$1 a month.

**Background:**

Mr. Fenn was appointed by the Board in January 1, 2015 to serve as the constable for JP3. Mr. Fenn duly performed as constable and asked that he be appointed for another term to continue serving this precinct.

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

Submit a PAF for Mr. Fenn.

**Impact of NOT Approving/Alternatives:**

Mr. Fenn will not serve as constable for JP3.

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

Prepare PAF.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019  
Legal advertising services with San Pedro Valley News-Sun  
**Submitted By:** Brandon Morrison, Procurement  
**Department:** Procurement  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required  
  
**NAME of PRESENTER:** Brandon L. Morrison  
**Mandated Function?:** Local Mandate or Policy

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 1  
**TITLE of PRESENTER:** Contracts Administrator  
**Source of Mandate or Basis for Support?:** ARS §11-255

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve one year contract for legal advertising services with the San Pedro Valley News-Sun.

**Background:**

Contract is up for renewal.

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

Send contract to Contractor and setup blanket PO's for departments.

**Impact of NOT Approving/Alternatives:**

Legal advertising will not be done through contract services.

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

Please send approved and signed Offer Acceptance Award Letter to procurement to send to the Contractor to setup accounts.

---

**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:** 2019

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

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

**County Match Required? (\$\$\$):** N/A

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

**Source of Funding?:** TBD

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

This contract will allow all departments to make orders with the contractor for legal advertising services.

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**Attachments**

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019

Transfer Rural Addressing to SEACOM

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

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

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

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

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve the transfer of the rural addressing master street address guide coordinator from Cochise County to the Southeastern Arizona Communications Center (SEACOM).

**Background:**

Rural addressing is a service used countywide that greatly impacts 911 services and through many discussions of processes it has been discovered that it is best suited to fall under SEACOM as an additional service to all its members.

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

Transfer all files related to this position to SEACOM.

**Impact of NOT Approving/Alternatives:**

n/a

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

n/a

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 01/08/2019

Reappoint Wayne Gregan and Patrick Greene to the Planning &amp; Zoning Commission

**Submitted By:** Peter Gardner, 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:** Peter Gardner**TITLE of PRESENTER:** Planner II**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the reappointment of Wayne Gregan and Patrick Greene to the Planning & Zoning Commission with terms effective to December 31, 2022.

**Background:**

The Planning & Zoning Commission consists of nine members, three from each District, appointed by the County Supervisor for each District, residing within the District. Members of the Planning & Zoning Commission serve staggered four-year terms. One member from each District will expire on December 31, 2018. Mr. Wayne Gregan, District 1, and Mr. Patrick Greene, District 2, have agreed to serve new terms ending on December 31, 2022.

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

Provide Appointment letters and administer the oath of office to Mr. Gregan & Mr. Greene.

**Impact of NOT Approving/Alternatives:**

There will be vacancies on the Planning Commission from Districts 1 and 2.

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

Provide Appointment letters and administer the oath of office to Mr. Gregan & Mr. Greene.

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019  
Approve Appointments of Democratic Precinct Committeemen

**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?:** Local Mandate or Policy  
**Source of Mandate or Basis for Support?:** A.R.S. 16-821(B)

**Information**

**Agenda Item Text:**

Approve the appointment of ten Democrat Precinct Committeemen by recommendation of the Cochise County Party Chairman to serve through the October 1, 2020 term.

**Background:**

Per A.R.S. Statute 16-821(B), a County Political Party Chairman may appoint eligible precinct committeemen to serve a two-year term through October 1, after the next Primary election year. The following members have been recommended for appointment by their Cochise County Political Party Chairman. Eligibility has been verified by the Elections Department. The following appointees are eligible voters in Cochise County and there are open seats for Precinct Committeemen in their appropriate precincts.

**Democrat:**

- Kelly Ann Fryer 612 Tombstone Canyon Bisbee, AZ 85603 04 BI Bisbee
- Aspengren, Cynthia L 10500 E. Cline Ave Hereford, AZ 85615 19 Palominas
- Cornelia Munoz 504 W. Fire Ave Pirtleville, AZ 85626 20 Pirtleville
- Diane West Davidson 1387 W. Piedra Blanca Ln Portal, AZ 85632 22 Portal
- Erin M. Hodges 30 Hillman Aly Sierra Vista, AZ 85636 28 SV Busby
- Iris Adler 2502 E. San Xavier Rd Sierra Vista, AZ 85635 31 SV College
- Lawrence Hays 3707 Elder Ct Sierra Vista, AZ 85650 32 SV Country Club
- Joy R. Mims 4464 Big Bend St Sierra Vista, AZ 85650 33 SV Estates
- Christie Brown 4569 S. Burro Dr Sierra Vista, AZ 85650 35 SV Moson
- Victor E. Walker, Jr. 1708 S. Camino Rancho Sierra Vista, AZ 85635 41 SV Village Meadows

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

Send the County Party Chairman a letter of approval, or disapproval with meeting minutes, for the eligible Precinct Committeemen. Update the website listing and maintain a file with this information.

**Impact of NOT Approving/Alternatives:**

Vacancies will exist and we may not be in compliance with A.R.S. 16-821(B)

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

Notify Elections Director of the outcome of this item and provide a copy of the recorded minutes.

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**Attachments**

PC Submittal Forms

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**Cochise County  
Elections Department**

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

LISA M. MARRA  
Director

MARTHA L. RODRIQUEZ  
Deputy Director

**PRECINCT COMMITTEEMEN VERIFICATION FORM**

NAME Fryer, Kelly Ann

ADDRESS 612 Tombstone Canyon

CITY Bisbee STATE AZ ZIP 85603

PARTY DEMOCRAT  
GREEN  
LIBERTARIAN  
REPUBLICAN

PRECINCT 04 Bi Bisbee

NUMBER OF PRECINCT COMMITTEEPERSONS NEEDED ?

NUMBER OF CURRENT PRECINCT COMMITTEEPERSONS 2

APPROVE APPOINTMENT: YES X

NO \_\_\_\_\_

REASON: \_\_\_\_\_

VOTER REGISTRATION VERIFIED BY LM DATE: 12/20/18

DATE OF BOS MEETING 1/8/19



# Cochise County Elections Department

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

LISA M. MARRA  
Director

MARTHA L. RODRIQUEZ  
Deputy Director

## PRECINCT COMMITTEEMEN VERIFICATION FORM

NAME Aspengren, Cynthia L

ADDRESS 10500 E. Cline Ave

CITY Hereford STATE AZ ZIP 85615

PARTY DEMOCRAT  
GREEN  
LIBERTARIAN  
REPUBLICAN

PRECINCT 19 Palominos

NUMBER OF PRECINCT COMMITTEEPERSONS NEEDED 3

NUMBER OF CURRENT PRECINCT COMMITTEEPERSONS 0

APPROVE APPOINTMENT: YES

NO

REASON: \_\_\_\_\_

VOTER REGISTRATION VERIFIED BY [Signature] DATE: 12/20/18

DATE OF BOS MEETING 1/8/19



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Munoz, Cornelia

ADDRESS: 504 W. Fir Ave., Pinalville AZ 85626

PO Box 35 Pinalville AZ 85626

PARTY: Dem

PRECINCT: 20 Pinalville

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 12/18/2018

BY: Martha S. Rodriguez



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Davidson, Diane West

ADDRESS: 1387 W. Piedra Blanca Ln., Portal, AZ 85632

PO Box 16272 Portal, AZ 85632-1272

PARTY: Dem

PRECINCT: 22 Portal

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 2

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 12/18/2018

BY: Martha L. Rodriguez



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Hodges, Erin M.

ADDRESS: 30 Hillman Aly., Sierra Vista, AZ 85635-1746

PO Box 3981 Sierra Vista, AZ 85636-3981

PARTY: Dem

PRECINCT: 28 SV Busby

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 12/18/2018

BY: Martha L. Rodriguez



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Adler, Iris J.

ADDRESS: 2502 E. San Xavier Rd

Sierra Vista AZ 85635

PARTY: Dem

PRECINCT: 31 SV College

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 12/18/2018

BY: Martha L Rodriguez



**Cochise County  
Elections Department**

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

LISA M. MARRA  
Director

MARTHA L. RODRIGUEZ  
Deputy Director

**PRECINCT COMMITTEEMEN VERIFICATION FORM**

NAME Hays, Lawrence Grant

ADDRESS 3707 Elder Ct

CITY Sierra Vista STATE AZ ZIP 85650

PARTY DEMOCRAT  
GREEN  
LIBERTARIAN  
REPUBLICAN

PRECINCT 32 SV Country Club

NUMBER OF PRECINCT COMMITTEEPERSONS NEEDED 4

NUMBER OF CURRENT PRECINCT COMMITTEEPERSONS 0

APPROVE APPOINTMENT: YES X

NO \_\_\_\_\_

REASON: \_\_\_\_\_

VOTER REGISTRATION VERIFIED BY L MARRA DATE: 12/2/18

DATE OF BOS MEETING 1/8/19



**Cochise County  
Elections Department**

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

LISA M. MARRA  
Director

MARTHA L. RODRIQUEZ  
Deputy Director

**PRECINCT COMMITTEEMEN VERIFICATION FORM**

NAME Mims, Joy R

ADDRESS 4464 Big Bend St

CITY Sierra Vista STATE AZ ZIP 85650

PARTY DEMOCRAT  
GREEN  
LIBERTARIAN  
REPUBLICAN

PRECINCT 33 SVEstates

NUMBER OF PRECINCT COMMITTEEPERSONS NEEDED 4

NUMBER OF CURRENT PRECINCT COMMITTEEPERSONS 1

APPROVE APPOINTMENT: YES X

NO \_\_\_\_\_

REASON: \_\_\_\_\_

VOTER REGISTRATION VERIFIED BY [Signature] DATE: 12/20/18

DATE OF BOS MEETING 1/8/19



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Brown, Christie Sue

ADDRESS: 4569 S. Burro Dr.

Sierra Vista, AZ 85650-8136

PARTY: Dem

PRECINCT: 35 SV Moson

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 3

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 12/18/2018

BY: Martha L Rodriguez



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Walker, Victor E. Jr.

ADDRESS: 1708 S. Camino Rancho

Sierra Vista, AZ 85635

PARTY: Dem

PRECINCT: 41 SV Village Meadows

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 5

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 12/18/2018

BY: Martha S. Rodriguez

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019

Approval of 2018 SHSGP Sub-Recipient Agreement

**Submitted By:** Gabriel Lavine, Emergency Services

**Department:** Emergency Services

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Gabe Lavine

**TITLE of PRESENTER:** ES Coordinator

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

**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 Grant Agreement 18-AZDOHS-HSGP-1804 in the amount of \$2,500 for the community emergency response team training and equipment program effective October 1, 2018 through September 30, 2019.

**Background:**

This annual federally funded and state administered grant program has historically funding the community emergency response team (CERT) training and equipping at no cost match for Cochise County. The FY18 grant agreement continues the trend of funding the local CERT program.

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

Once approved the agreement will be forwarded back to the State Department of Homeland Security for signature. Programmatic and financial reports will be submitted to document training and equipping of CERT volunteers.

**Impact of NOT Approving/Alternatives:**

The CERT program in 2018 will go unfunded and only existing volunteers and no cost program activities will occur.

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

Once signed please send 2 signed copies via inter office mail back to Gabe Lavine. The deadline for submission to the state is 31 January.

**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 SHSGP Agreement

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## SUBRECIPIENT AGREEMENT

18-AZDOHS-HSGP-180400-01

Between

The Arizona Department of Homeland Security

And

Cochise County Office of Emergency Services (DUNS# 020126041)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Office of Emergency Services** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

### **I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

### **II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2018** and shall terminate on **September 30, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

### **III. DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Citizen Corp CERT Training**" and funded at **\$2,500** (as may have been modified by the award letter).

### **IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

- a. Provide up to **\$2,500** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

## VII. **APPLICABLE REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

### **Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

### **Insurance Coverage**

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

### **National Incident Management System (NIMS)**

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

### **Consultants/Trainers/Training Providers**

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov](http://www.azdohs.gov).

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

### **Communications Equipment**

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
  - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at [www.azdohs.gov](http://www.azdohs.gov). The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov](http://www.azdohs.gov).
- f) Equipment Record Retention
  - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

#### **VIII. DEBARMENT CERTIFICATION**

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

#### **X. REPORTING REQUIREMENTS**

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports  
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov](http://www.azdohs.gov). Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.
- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:  
**January 15** (for the period from October 1– December 31)  
**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

**The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

## **XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

### **Article A - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

### **Article B – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

### **Article C - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article D - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

### **Article E - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article F - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

### **Article G – Universal Identifier and System of Award Management (SAM)**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

### **Article H - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

### **Article I - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

### **Article J - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

### **Article K - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

### **Article L - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Article M - Reporting Subawards and Executive Compensation**

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

### **Article N – Department and Suspension**

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

### **Article O - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

### **Article P - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

### **Article R - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

### **Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article T - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article U - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article V - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

#### **Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article X - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

### **Article Y – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

### **Article Z – Non-supplanting Requirement**

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

### **Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Article AB – National Environmental Policy Act**

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Article AC - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article AE - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

#### **Article AF - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article AG - Federal Leadership on Reducing Text Messaging while Driving**

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

#### **Article AH - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### **Article AI - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article AJ - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AL - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

#### **Article AM - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article AN - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

### **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

### **XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

### **XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

### **XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

### **XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

### **XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association (“AAA”), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator’s fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party’s failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

**XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

**XXX. 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, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) 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.*

**XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

**XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXIII. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXIV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVI. SPECIAL CONDITIONS**

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XXXVII. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

- \_\_\_\_\_  
Enter Title, First & Last Name Above
- \_\_\_\_\_  
Enter Agency Name Above
- \_\_\_\_\_  
Enter Street Address Above
- \_\_\_\_\_  
Enter City, State, ZIP Above

**XXXVIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

- \_\_\_\_\_  
Enter Agency Name Above
- \_\_\_\_\_  
Authorized Signature Above
- \_\_\_\_\_  
Print Name & Title Above
- \_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

- Arizona Department of Homeland Security
- \_\_\_\_\_  
Gilbert M. Orrantia  
Director
- \_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019

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**

**Meeting Date:** 01/08/2019  
STD-Cochise County  
**Submitted By:** Briggita Hodges, Health & Social Services  
**Department:** Health & Social Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature NOT Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 0  
**TITLE of PRESENTER:** Health Director  
**Source of Mandate or Basis for Support?:**

**NAME of PRESENTER:** Carrie Langley  
**Mandated Function?:** Not Mandated

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 Contract #CTR040475 between the Arizona Department of Health Services and Cochise Health and Social Services for Sexually Transmitted Disease (STD) control services in the amount \$15,405 effective January 1, 2019 through December 31, 2023.

**Background:**

Cochise County has received funds from the ADHS for many years to educate providers in our county regarding STD treatment and services available, and to track and report STDs within the county. General Funded nursing staff continues to provide testing and treatment services based on a sliding fee schedule.

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

Your approval is respectfully requested.

**Impact of NOT Approving/Alternatives:**

Not approving the amendment would increase the financial impact on the General Fund by causing the inability of CHSS to collect from ADHS for the costs associated with STD tracking/reporting services and educating county providers, and could cause cessation of this important public health service to the community.

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

N/A

**Budget Information**

*Information about available funds*

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

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

1:

**Fund Transfers**

**Fiscal Year:** 2019

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

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

**County Match Required? (\$\$\$):** 0.00

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 3965.00

**Source of Funding?:**

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

Net county subsidy is calculated as follows:

Budgeted Salaries/EREs		\$8,439
A-87 OH @	46.98%	\$3,965
Authorized OH		\$0
Net County Subsidy		\$3,965

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**Attachments**

Executive Summary

Grant Approval

IGA

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**Executive Summary Form**

Agenda Number: 4343

CTR040475      STD Control Services

Recommendation:

Approve Contract #CTR040475, STD Control Services, between the Arizona Department of Health Services and Cochise Health and Social Services in the annual amount \$15,405.

Background (Brief):

Cochise County has received funds from the ADHS for many years to educate providers in our county regarding STD treatment and services available, and to track and report STDs within the county. General Funded nursing staff continues to provide testing and treatment services based on a sliding fee schedule.

Fiscal Impact & Funding Sources:

Net county subsidy is calculated as follows:

Budgeted Salaries/EREs		\$8,439
A-87 OH @	46.98%	\$3,965
Authorized OH		<u>\$0</u>
Net County Subsidy		\$3,965

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving the amendment would increase the financial impact on the General Fund by causing the inability of CHSS to collect from ADHS for the costs associated with STD tracking/reporting services and educating county providers, and could cause cessation of this important public health service to the community.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

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

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR040475

## ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 260  
Phoenix, Arizona 85007  
(602) 542-1045  
(602) 542-1741 FAX

Project Title: STD Control Services

Begin Date: January 1<sup>st</sup>, 2019

Geographic Service Area: STATE OF ARIZONA

Termination Date: December 31<sup>st</sup>, 2023

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

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

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: <b>Cochise Health &amp; Social Services</b> Address: <b>1415 West Melody Lane, Building A, Bisbee, AZ 85603-3090</b>	<b>FOR CLARIFICATION, CONTACT:</b> Name: _____ Phone: _____ FAX No: _____ E-mail: _____
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	<p><b>This Contract shall henceforth be referred to as Contract No. <u>CTR040475</u></b> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p><b>State of Arizona</b>          Signed this _____ day of _____, 201_</p>
Signature of Person Authorized to Sign _____ Date _____  Print Name and Title _____	<p style="text-align: center;"><b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	<p><b>Attorney General Contract, No. CTR040475</b>, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.  <b>The Attorney General, BY:</b></p>
<p><i>Christine J. Roberts</i> _____ 12/7/2018          Signature of Person Authorized to Sign _____ Date _____</p> <p><b>Christine J. Roberts, Esq., Civil Deputy County Attorney</b></p> Print Name and Title _____	<p>Signature _____ Date _____          Assistant Attorney General:</p>

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<b>CTR040475</b>	<b>TERMS AND CONDITIONS</b>

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

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**2. Contract Type.**

This Contract shall be:

Cost Reimbursement

**3. Contract Interpretation.**

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

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

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

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

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

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

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

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

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

**4. Contract Administration and Operation.**

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

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

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

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

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

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

## 5. **Costs and Payments**

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

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5.4. Applicable Taxes.

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

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

**6. Contract Changes**

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

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

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

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**7. Risk and Liability**

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

**7.3. Force Majeure.**

7.3.1. *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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**8. Description of Materials**

The following provisions shall apply to Materials only:

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

**9. State's Contractual Remedies**

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

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The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

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

**10. Contract Termination**

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

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

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

10.4. Termination Without Cause.

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

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

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

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

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

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

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

**11. Arbitration**

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

**12. Communication**

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

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

**13. Client Grievances**

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

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**14. Sovereign Immunity**

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

**15. Administrative Changes**

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

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

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

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

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

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

**18. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 280, Phoenix, Arizona 85007.

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

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

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

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

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

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## 1. Background

- 1.1. 2017 Arizona statistics demonstrate an ongoing Sexually Transmitted Disease (STD) syndemic: the State of Arizona reported 39,635 cases of chlamydia (CT), 12,514 cases of gonorrhea (GC), and 2,424 cases of syphilis. Furthermore, in September 2018, ADHS declared the first statewide outbreak of syphilis in women and babies. Of the reported cases, Cochise County accounted for 455 CT cases, 97 GC cases, and 20 syphilis cases.
- 1.2. To address this syndemic, Cochise County Department of Health and Social Services (CCDHSS) and Arizona Department of Health Services (ADHS) shall build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Cochise County. The changing health care landscape and information technology advances present opportunities and challenges to improve STD prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

## 2. Objective

In accordance with the cooperative agreement with the Center for Disease Control and Prevention (CDC) Strengthening Sexually Transmitted Disease Prevention and Control for Health Departments (STD PCHD) Grant number CDC-RFA-PS19-1901 (<https://www.cdc.gov/std/funding/pchd/default.htm>), to assure the prevention and control of STDs by supporting and improving the capacity of CCDHSS to:

- 2.1. Prevent and control the incidence of CT, GC, and syphilis;
- 2.2. Eliminate congenital syphilis;
- 2.3. Reduce primary and secondary syphilis;
- 2.4. Prevent antibiotic resistant gonorrhea;
- 2.5. Effectively respond to STD-related outbreaks;
- 2.6. Prevent STD-related reproductive health problems;
- 2.7. Reduce STD-related health disparities;
- 2.8. Improve surveillance capacity;
- 2.9. Provide appropriate treatment and linkage to care for persons infected with STDs and their partners;
- 2.10. Promote CDC-recommended screening, diagnosis and treatment;
- 2.11. Disseminate local data to the healthcare community and general public;
- 2.12. Monitor and develop STD-related policy;
- 2.13. Develop and strengthen partnerships to support STD prevention and control;
- 2.14. Support HIV prevention goals;
- 2.15. Analyze and use data for increased program insight and development;

## 3. Scope of Service

*The CCDHSS shall:*

- 3.1. In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the CCDHSS will build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Cochise County.

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- 3.2. Collaborate with ADHS STDCP Epidemiologists and other community stakeholders to identify and conduct community outreach and activities to educate and screen high risk populations.
- 3.3. Conduct patient care and partner services in accordance with the current CDC STD Treatment Guidelines and STD Program Operations Guide which can be found at <https://www.cdc.gov/std/tg2015/default.htm>, and updates as published in the Morbidity and Mortality Weekly Report (MMWR), available at [www.cdc.gov/std](http://www.cdc.gov/std).

#### 4. Tasks

*The CCDHSS shall:*

- 4.1. Within thirty (30) days of IGA execution and in collaboration with the ADHS STDCP develop a five-year Work Plan for 2019-2023 to meet the required activities as noted in the abovementioned FOA and in accordance with the CDC-approved Work Plan for Arizona. It is highly recommended that CCDHSS use the ADHS provided templates. In this work plan, CCDHSS shall describe strategies related to the following areas;
  - 4.1.1. **Surveillance**
    - 4.1.1.1. Increase the percent of STD records with complete data for key epidemiological fields;
    - 4.1.1.2. Increase the percent of STD records dispositioned within thirty (30) days.
  - 4.1.2. **Disease Investigation and Intervention**
    - 4.1.2.1. Increase the percent of early syphilis cases that have at least one partner treated in thirty (30) days of initial test;
    - 4.1.2.2. Increase the percent of syphilis cases that are screened for HIV/AIDS within thirty (30) days of initial syphilis test.
  - 4.1.3. **Promote CDC-recommended screening, diagnosis, and treatment**
    - 4.1.3.1. Increase the proportion of target populations (youth, MSM, and women of childbearing age) who receive at least annual STD screening;
    - 4.1.3.2. Reduce the percent of gonorrhea cases that receive non-CDC recommended treatment.
  - 4.1.4. **Promote STD prevention and policy**
    - 4.1.4.1. Improve health department policies for STD prevention by using data to inform policy change and development.
  - 4.1.5. **Analyze and use data for program improvement**
    - 4.1.5.1. Improve surveillance efficiency through automation to increase the frequency of layered analysis by core epidemiological variables;
    - 4.1.5.2. Utilize surveillance data to inform resource allocation.
- 4.2. From 2019 through 2023, submit a six (6) month and annual progress report. These reports should build upon the five-year work plan. It is recommended that CCDHSS use the ADHS provided templates.

The CCDHSS shall:

- 4.2.1. Review timeliness of case disposition canned report in PRISM at least twice annually and include this metric in the semiannual report to AHS DSTDCP;
- 4.2.2. If CCDHSS has fewer than 70% of syphilis cases dispositioned in thirty (30) days, then CCDHSS shall include strategies to improve this metric in semi-annual/annual work plan;
- 4.2.3. Include activities and metrics for promoting quality STD care in the STD Specialty Clinics on their semi-annual/annual work plans;

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- 4.2.4. Submit lists of STD Specialty Clinics in their semi-annual/annual work plan;
- 4.2.5. Include provider education metrics in their semi-annual/annual work plan (e.g. number/type of providers educated, scope of education, number of training events, etc.);
- 4.2.6. Include activities to improve std screening in men who have sex with men in their semi-annual/annual work plans and metrics to monitor progress in this area;
- 4.2.7. Include percent positivity for all screening conducted using RFA-PS19-1901 funds;
- 4.2.8. Include strategies for improving data security in their work plan if identified gaps are in the data security and confidentiality checklist;
- 4.2.9. If CCDHSS is not on track to spend down funds by July 31st, CCDHSS should also include a spend-down plan in their semi-annual report.
- 4.3. Utilize the comprehensive database, PRISM, for state-mandated STD reporting and complete the following activities to assure accurate data entry, and quality surveillance activities.
  - 4.3.1. Ensure that staff using PRISM access adhere to the current PRISM Policies and Procedures;
  - 4.3.2. Ensure that staff using PRISM attends at least two (2) quarterly PRISM meetings and receive the slides and attachments from any missed meetings.
- 4.4. Adhere to the most current version of the ADHS reactor grid for case prioritization. **Syphilis cases are the highest priority for case investigation and partner services.** CCDHSS may request to opt out of certain activities related to gonorrhea/chlamydia investigations in their work plans, if such activities are limiting capacity to provide timely and appropriate disease intervention services to syphilis cases. Request shall be noted and justified in the workplan and approved by the ADHS STD Control Program Manager.
- 4.5. CCDHSS shall: conduct prompt case management activities including field investigations, internet-based partner notification, patient interviews and case closure for patients diagnosed with early, primary, and secondary syphilis per CDC program standards and the ADHS checklist.
  - 4.5.1. CCDHSS shall initiate case investigation within one (1) business day of notification for syphilis cases that meet one or more of the following criteria;
    - 4.5.1.1. Pregnant female;
    - 4.5.1.2. Possible congenital case;
    - 4.5.1.3. Female under the age of forty-five (45).
  - 4.5.2. CCDHSS shall initiate case investigation within three (3) business days of notification for syphilis cases that meet one or more of the following criteria;
    - 4.5.2.1. Titer >= 1:8
    - 4.5.2.2. Contact to a primary, secondary, or early case (denoted as T4 in PRISM).
  - 4.5.3. CCDHSS shall prioritize pregnant syphilis case investigations by following-up with partner(s), prenatal care providers, birthing centers, and neonatal care providers as needed to ensure adequate maternal treatment and education to prevent reinfection.
  - 4.5.4. CCDHSS shall complete thorough investigation of all congenital syphilis cases, and note any possible missed opportunities for prevention in PRISM. This information is also required for babies that are determined to not be a congenital syphilis case.
  - 4.5.5. CCDHSS shall prioritize syphilis cases occurring in women of childbearing age for partner services to verify staging and treatment, obtain pregnancy status, elicit partners, and collect other relevant risk factors and submit case information within thirty (30) days of notification.

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- 4.5.6. CCDHSS shall prioritize cases of syphilis in persons with a titer  $\geq 1:8$  for partner services to verify staging and treatment, elicit partners, and collect other relevant risk factors and case information within thirty (30) days of notification.
- 4.5.7. CCDHSS shall prioritize case investigation of contacts (cases marked as T4 in PRISM) of pregnant, primary, secondary, and/or suspect early, syphilis cases for testing, treatment (or epi-treatment if initially negative), staging (if positive), partner elicitation, risk factors, etc within thirty (30) days of notification of original patient. This applies to contacts identified by other jurisdictions.
- 4.5.8. CCDHSS shall ensure appropriate treatment and follow-up with partners of primary, secondary, and suspected early cases of syphilis within thirty (30) days of notification of original patient.
- 4.5.9. For syphilis cases that occur on tribal lands, CCDHSS shall work directly with the tribe, where possible, to coordinate case investigation and follow-up activities.
- 4.5.10. CCDHSS shall provide education to any provider failing to appropriately screen for congenital syphilis.
- 4.6. Provide timely and accurate entry of all state mandated information on laboratory and Communicable Disease Reports and Laboratory Reports for *Treponema pallidum* (syphilis), *Neisseria gonorrhoea*, *Chlamydia trachomatis*, and *Haemophilus ducreyi* (chancroid).
  - 4.6.1. Complete required training for data entry staff, epidemiologists, disease investigators, reporters and their supervisors. At minimum, STD disease investigators, epidemiologists, and public health nurses working with STD data should complete the modules available on [learnpartnerservices.org](http://learnpartnerservices.org) within thirty (30) days of hire and should attend at least two (2) quarterly PRISM trainings a year and receive the materials for any quarterly trainings they miss.
  - 4.6.2. Follow up with reporting physicians to obtain missing data, particularly for fields that require: birthdate, gender, pregnancy status, HIV status, treatment given, staging (if syphilis), patient address, provider information and specimen source.
  - 4.6.3. Enter all Communicable Disease Reports into PRISM a timely manner, this includes reports for cases that occur on tribal lands if the Tribe does not have access to PRISM. Tribes with PRISM access are expected to enter their own CDRs.
    - 4.6.3.1. CCDHSS may request assistance with CDR entry for tribal cases from ADHS. Assistance must be approved by the ADHS STDCP Manager.
- 4.7. Reduce the threat of antibiotic resistance by providing CDC Treatment Guidelines to physicians that are flagged as consistently failing to treat gonorrhoea according to these guidelines.
- 4.8. Annually review data security by using the CDC Data Security and Confidentiality Guidelines available here: <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>, to identify program gaps (if any). If gaps are identified, the contractor shall include strategies for improving security and confidentiality on the semi-annual and annual progress reports.
- 4.9. Conduct priority investigations and partner service delivery on HIV co-infected individuals and insuring these clients are enrolled in care services.
- 4.10. Ensure that persons rectally positive for gonorrhoea are screened for HIV and syphilis.
- 4.11. Contractor shall use ADHS reports and canned PRISM reports to inform resource allocation and other program planning efforts.
- 4.12. Ensure 340B Drug Pricing Program integrity and maintain accurate records documenting compliance with all 340B Program requirements.

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## 5. Requirements

CCDHSS shall:

- 5.1. Have internet access to the ADHS Portal where PRISM resides and training webinars are held.
- 5.2. Abide by all HIPAA guidelines and CDC's Data Security and Confidentiality Guidelines.
- 5.3. Abide by all PRISM Data Use agreements.
- 5.4. Consult ADHS STDCP before pursuing publication of PRISM data.
- 5.5. Submit all reports described in this contract in a timely manner.
- 5.6. Ensure that new staff conducting STD case investigations complete the training modules available on [learnpartnerservices.org](http://learnpartnerservices.org) within thirty (30) days of hire. Proof of training completion shall be required for staff who are at least partially funded by RFA-PS-19-1901 and submitted along with the monthly CER for new staff.

## 6. Funding Restrictions

- 6.1. Funds may only be used for reasonable program purposes (personnel, travel, supplies, and services).
- 6.2. Funds cannot be used for;
  - 6.2.1. Research;
  - 6.2.2. Furniture;
  - 6.2.3. HIV Pre-exposure Prophylaxis (PrEP) medications or family planning medications;
  - 6.2.4. Clinical services (unless otherwise noted, see 6.4);
  - 6.2.5. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body ;
  - 6.2.6. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive Order proposed or pending before any legislative body.
- 6.3. STD-related HIV prevention activities can be conducted under this IGA, however they should not exceed ten percent (10%) of program effort and allocation.
- 6.4. Up to ten percent (10%) of total award can be used to safety-net STD clinical preventive services provided the contractor can document ability to provide safety-net SD services as per CDC guidance.
- 6.5. Personnel funds shall only be used for staff conducting STD investigation, partner services, STD data entry, STD analysis, or contributing to any of the other deliverables outlined in this contract.
- 6.6. Personnel funds cannot be claimed for jurisdictions that lack the capacity to conduct syphilis case investigations and syphilis partner services activities. CCDHSS shall prioritize personnel funds to ensure adequate capacity for conducting syphilis disease investigation before allocating personnel funds for other STD prevention related activities.

## 7. Reference Documents

- 7.1. *Internet Guidelines for Online STD Prevention and Communication* – available at <http://www.cdc.gov/std/program/>

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- 7.2. *Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydia Infection* – available at <http://www.cdc.gov/std/program/>
- 7.3. CDC’s Data Security and Confidentiality Guidelines: <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>
- 7.4. CDC 5 year work plan template: <https://www.cdc.gov/std/funding/docs/std-pchd-work-plan-template-5-year-plan.xlsm>
- 7.5. CDC 1 year work plan template: <https://www.cdc.gov/std/funding/docs/std-pchd-work-plan-template-year-1-plan.xlsm>
- 7.6. CDC Treatment Guidelines: <https://www.cdc.gov/std/tg2015/default.htm>
- 7.7. Learn Partner Services for Disease Investigator Training: <https://learnpartnerservices.org/>

**8. State Provided Items**

- 8.1. ADHS shall provide an annual security and confidentiality training during at least one PRISM quarterly webinar.
- 8.2. ADHS shall provide CCDHSS with local data reports to inform program planning.
  - 8.2.1. Contractor CCDHSS may request additional data from ADHS to inform program planning. It is recommended that the contractor allow for a minimum of two (2) weeks for the development of customized reports.
- 8.3. ADHS will maintain and manage the data system, PRISM. This includes acting as the liaison between the developer and the county.
 

ADHS will:

  - 8.3.1. Perform bi-monthly edit checks and quality assurance review;
  - 8.3.2. Maintain PRISM through regular system updates as provided by the developer and required by CDC;
  - 8.3.3. Provide technical support for the use of PRISM;
  - 8.3.4. Monitor the helpdesk requests in PRISM daily;
  - 8.3.5. Monitor the PRISM helpdesk email ([prism.helpdesk@azdhs.gov](mailto:prism.helpdesk@azdhs.gov)) daily for all other requests;
  - 8.3.6. Provide quarterly PRISM trainings and release materials to all invitees.
- 8.4. ADHS will provide epidemiology and technical support with respect to syphilis case investigation.
- 8.5. ADHS will coordinate Provider trainings by working with the State Medical Director and California Prevention Training Center, as is required by the CDC grant.

**9. Reporting Requirements/Deliverables and Schedule**

*The CCDHSS Shall:*

- 9.1. Within thirty (30) days of IGA execution, CCDHSS shall submit a five-year work plan for 2019-2023 to meet the required activities as noted in the abovementioned FOA and in accordance with the CDC-approved Work Plan for Arizona.
- 9.2. Submit a six (6) month progress report by July 31st, each year of the grant cycle (2019-2023) to summarize progress toward the five year work plan.
- 9.3. Submit an annual data security and confidentiality checklist by January 31st, each year of the grant cycle (2019-2023). If gaps in data security and confidentiality are identified on the checklist then additional strategies to address these gaps should be identified on the annual progress report.
- 9.4. Submit an annual progress report by January 31st, each year of the grant cycle ( 2019-2023) to summarize progress toward the five year work plan.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>CTR040475</b>	

- 9.5. Submit an annual itemized budget by January 31st, each year of the grant cycle (2019-2023).
- 9.6. CCDHSS's Expenditure Report that includes a summary of all positions, filled or vacant, with the breakdown of associated costs incurred with each position should be submitted monthly and shall not exceed the total budget.
- 9.6.1. Staff that are at least partially funded by this IGA are required to complete the modules available at [learnpartnerservies.org](http://learnpartnerservies.org) within thirty (30) days of hire and proof of completion should be submitted along with the CER for any new staff.
- 9.7. Reports Schedule

Report	Time Period	Due to ADHS
5 year work plan	January 1, 2019 - December 31, 2023	Thirty (30) Days upon execution of IGA. This is a one-time report.
Six month progress report	January 1 - June 30	This report shall be submitted annually on July 31st. The first six (6) month progress report will be due Jul 31st, 2019.
Data Security and Confidentiality Checklist	January 1 - December 31	This checklist should be submitted annually by January 31st along with the Annual Progress Report. If gaps in data security and confidentiality are identified then strategies for improving data security should be noted on the Annual Progress Report.
Annual progress report	January 1 - December 31	This report shall be submitted annually on January 31st to summarize the work of the previous year. The first annual progress report will be due Jan 31st, 2020.
Annual itemized budget	January 1 - December 31	The budget shall be submitted annually on Jan 31st. The first budget shall be due Jan 31st, 2019.
Monthly CER's and Finance Reports	Monthly	Thirty (30) days after the end of the month.

CONTRACT NUMBER	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
CTR040475	

**10. Notices, Correspondence, and Reports**

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

Arizona Department of Health Services  
 Attention: STDC Program Manager  
 150 N. 18th Avenue, Suite 110  
 Phoenix, Arizona 85007

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

Contractor: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>CTR040475</b>	

**Price Sheet**  
**Cochise Health & Social Services**  
**January 1, 2019, to December 31, 2019**

<b>COST REIMBURSEMENT LINE ITEMS</b>	<b>BUDGETED AMOUNT</b>
PERSONNEL SERVICES AND EMPLOYEE RELATED EXPENSES	\$9,841.00
PROFESSIONAL & OUTSIDE SERVICES	\$0.00
TRAVEL	\$ 2,014.00
SUPPLIES	\$550.00
OTHER OPERATING	\$3,000.00
CAPITAL OUTLAY EXPENSES	\$0.00
OTHER	\$0.00
<b>TOTAL</b>	<b>\$15,405.00</b>

**NOTE:** With prior approval from the Program Manager, the CCDHSS is authorized to transfer up to a maximum of thirty percent (30%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty percent (30%) or to a non-funded item shall require a written Amendment.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019  
Cooperative Contract for Janitorial Services for County-Wide Use  
**Submitted By:** Brandon Morrison, Procurement  
**Department:** Procurement  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 1  
**TITLE of PRESENTER:** Contracts Administrator  
**Source of Mandate or Basis for Support?:**

**NAME of PRESENTER:** Brandon L. Morrison  
**Mandated Function?:** Federal or State Mandate

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve one year Cooperative Contract for Janitorial Services for Southeastern Arizona Communications (SEACOM) center and County-Wide Use, if needed effective January 9, 2019 through January 8, 2020.

**Background:**

The Facilities Management Department has been providing 1 employee to provide cleaning services to SEACOM. This contract will provide an increase in services, from 5-days to 7-days per week, as well as increase cleaning services performed. Also, this contract will be used by all Departments within Cochise County, through a written amendment to the scope of work, thereby increasing capabilities throughout the County, if needed. Pricing is included as an attachment.

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

Issue Offer Acceptance Award Letter and PO to Contractor in order to schedule services for 1/15/2018.

**Impact of NOT Approving/Alternatives:**

Contract will not be awarded and Cochise County will retain 1 personnel to continue cleaning Facility.

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

Please sign 19-11-SEA-01 Offer Acceptance Award Letter and send 1 copy to Procurement.

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** \$21,300.00  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

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

1: 100-2100-2110-412.600

**Fund Transfers**

**Fiscal Year:** 2019

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

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

**County Match Required? (\$\$\$):** N/A

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

**Source of Funding?:**

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

It is our understanding that the County will pay upfront costs and City of Sierra Vista will reimburse County.

**Attachments**

- [1-Cochise County. Cover Letter](#)
- [1-Cochise County. Solitication Doc.](#)
- [19-10-PRO-01 Offer Acceptance Award Letter \(CJR signed 1.3.19\)](#)
- [19-11-SEA-01 Attachment 1 - Terms and Conditions](#)
- [19-11-SEA-01 Attachment 2 - Scope of Work](#)





**COCHISE COUNTY  
PROCUREMENT DEPARTMENT**

1415 Melody Lane, Building C, Bisbee, AZ 85603  
Phone: (520) 432-8390 | Fax: (520) 432-8397

**19-11-SEA-01**

**Appendix A – Vendor Submission Cover Letter**

Date of Pricing Doc: September 4, 2018  
Vendor Firm Name: SERVICE MASTER COMMERCIAL CLEANING SERVICES, LLC  
Authorized POC: PAUL KUPFER  
Vendor POC Phone: 520 306-7672  
Vendor POC Email: PAULK@SUMCOMMERCIALCLEANINGSERVICES.COM

Vendor agrees to furnish the following materials and/or services according to the following pricing schedule:

Line Item	Part Number (If Applicable)	Description	Unit of Measure	Price
01	N/A	Janitorial Services (Base Year)	YR	\$ 21,300
02	N/A	Janitorial Services (Option Year 1)	YR	\$ 22,140
03	N/A	Janitorial Services (Option Year 2)	YR	\$ 22,500
04	N/A	Janitorial Services (Option Year 3)	YR	\$ 22,860
05	N/A	Janitorial Services (Option Year 4)	YR	\$ 23,090

Freight: N/A  
Estimated Taxes: N/A  
Tax Rate: N/A

Period of Performance (Estimated):

Base Year: 10/1/2018 – 9/30/2019  
Option Year 1: 10/1/2019 – 9/30/2020  
Option Year 2: 10/1/2020 – 9/30/2021  
Option Year 3: 10/1/2021 – 9/30/2022  
Option Year 4: 10/1/2022 – 9/30/2023

The Vendor agrees to hold pricing valid for 45 days from the date of the document unless otherwise annotated. Additionally, if no other payment terms are specified, it is agreed that Net 30 payment terms apply.

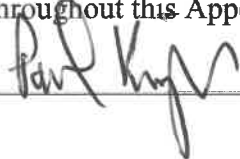
Valid for: 45 days

Payment Terms: Net 30 days

Discounted Terms: 1% DISCOUNT INVOICE PAID WITHIN 30 DAYS.

As an authorized agent of the Firm, the below signatory official has authority to contractually bind the Vendor as proposed throughout this Appendix.

Authorized Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Paul King", is written over a horizontal line.

**Request for Proposal (RFP)**

**19-11-SEA-01**

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**Submission Deadline**

**9/5/2018**

**4:00PM Local Time**

**Prepared by Cochise County**

**Procurement Department**



**On behalf of the Cochise County**

**Southeastern Arizona Communications Center (SEACOM)**

**For Janitorial Services**

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## 1.0 INTENT

Cochise County (“County”) is issuing this Request for Proposal (“RFP”) to obtain competitive vendor pricing in the open market for the completion of janitorial services, in compliance with A.R.S. §41-2534 concerning competitive sealed proposals. This solicitation may result in an award to a single vendor, however, the County reserves the right to award to multiple vendors, if determined to be in the best interest of the County.

The County hereby invites competent vendors to submit proposals. Submissions received before the closing deadline will be evaluated in accordance with Section 8.0 – Evaluation Criteria (below). Submissions should include only pricing and relevant information pertaining to Section 8.0 – Evaluation Criteria. All documentation and data submitted by any vendor shall be in accordance with section 5.0 – Preparation of Response/Required Content and will be handled in accordance with the Arizona State Statutes applying to Library, Archives and Public Records.

This solicitation includes additional documentation specific to this requirement. See any attached documents for examples of the additional requirements and specifications. The County expects any potential contractors to adhere to the outlined requirements and specifications throughout the life cycle of this requirement and shall enforce standards, terms and conditions contained within any documentation within this solicitation and any supporting documents. Any deviations from these requirements must be specifically outlined within the submission and an alternate must be proposed.

**The preferred method of communication is through the County e-procurement website:**  
<https://cochise.bonfirehub.com>.

**Inquiries can also be made via email to the following personnel:**

**Brandon L. Morrison**  
**Contracts Administrator**  
**Cochise County Procurement Department**  
**1415 Melody Lane, Bldg. C**  
**Bisbee, AZ 85603**  
**Office: (520) 432-8391**  
**Fax: (520) 432-8397**  
[BMorrison@cochise.az.gov](mailto:BMorrison@cochise.az.gov)

**Do not contact any other County departments or other County staff directly.** Information provided by personnel other than the above contact may be invalid, and proposals that are submitted in accordance with such information may be declared non-responsive.

## **2.0 SCOPE OF WORK**

The Contractor shall provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the required work outlined within Attachment 2 – Scope of Work to the County’s satisfaction.

## **3.0 PURPOSE**

The County, through this solicitation, requests that vendors submit proposals for the work to be completed in section 2.0 - Scope of Work. The County is not required to make an award based on any information contained within this solicitation. However, the County does anticipate that it will award to the most responsive and responsible firm that best meets the County’s needs. The evaluation criteria will be based on “Best Value”, and these criteria may, but will not be limited to, pricing and other relevant factors as outlined within section 8.0 – Evaluation Criteria.

## **4.0 APPROVAL**

No award will be made to any vendor without prior approval from the Cochise County Board of Supervisors. The County reserves the right to advertise and process this solicitation up to the time of award and makes no promises or guarantees of an award to any vendor without prior approval from the Cochise County Board of Supervisors.

## **5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT**

Each response to this solicitation will be considered a proposal submission and shall contain the requested information, as outlined within this document and its attached documents. Failure to meet all of the specifications and requirements may result in rejection of your submission or an unsuccessful offer. Additional information may be provided but should be succinct and relevant to the requested information contained within this solicitation, and should not include pricing data, unless relevant to the requested documentation required herein. Excessive and/or extraneous information will not be considered favorably.

### **5.1 All submittals shall, in the order given, contain the following elements:**

#### **5.1.1 Proposals shall include the following information:**

- A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;
- B. Technical Ability – A summary which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work.
- C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors previous experience in performance of related work; and
- D. Sub-Contractor Listing - A list of qualified sub-contractors your firm intends to use, if any, as well as a list of qualifications for those firms, if applicable.

## 6.0 SUBMISSION INSTRUCTIONS

6.1 Vendors interested in submission for this requirement shall register at the County's e-procurement HUB located at the following link:

<https://cochise.bonfirehub.com/portal/?tab=login>

6.2 Submissions for this solicitation shall be made online at the following link:

<https://cochise.bonfirehub.com/opportunities/private/addc50363772a65514716ed32c8fc046>

6.3 Faxed and hard copy submissions will not be accepted.

6.4 Submissions delivered to any location, electronically or otherwise, other than the above will not be considered duly delivered. The County shall not be responsible for re-routing submissions delivered to a person or location other than as specified above.

6.5 All submittals, whether selected or rejected, shall become the property of the County and will not be returned.

6.6 The County reserves the right to waive minor defects and/or irregularities in submittals and shall be the sole judge of the materiality of any such defect or irregularity. Further, the County reserves the right to contact vendors regarding any ambiguities it considers to be major, and for the respondent of any such defected submission to correct and resubmit, with or without, any extension to the offer due date.

6.7 The County reserves the right to open negotiations with all vendors which have been evaluated as most advantageous to the County's requirements. Additionally, the County reserves the right to clarify errors or omissions in order to gain further information, or correct minor ambiguities within the offer.

## 7.0 FEDERAL REGULATORY REQUIREMENTS

Prior to the award of any contract including Federal grant money, vendors must be registered with the Federal System for Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov), and remain active during the life of the Project. Vendors must not be debarred at any time during the life of the contract. If vendors become debarred at any point during the life of the contract, the County reserves the right to cancel the contract for cause, upon issuance of a modification for termination.

## **8.0 EVALUATION CRITERIA**

The County will use the following evaluation criteria to determine whether a firm can meet the County's needs. An evaluation committee will score each firm. The Evaluation Committee will be composed of the Procurement Department and the Facilities Management Department. The maximum possible score is 100. Scoring will be broken down according to the importance of the criteria, and by own scoring weights, as assigned below.

- A - Pricing Evaluation (50 pts)
  - A-1 - Base Year Pricing (10 pts)
  - A-2 - Option Year 1 Pricing (10 pts)
  - A-3 - Option Year 2 Pricing (10 pts)
  - A-4 - Option Year 3 Pricing (10 pts)
  - A-5 - Option Year 4 Pricing (10 pts)
  
- B - Technical Proposal Evaluation (50 pts)
  - B-1 - Technical Ability (25 pts)
  - B-2 - Past Performance (25 pts)

## **9.0 SELECTION PROCEDURES**

Responsive submissions will be reviewed only on a firm's ability to meet the minimum requirements outlined in section 2.0 – Scope of Work and any relevant attachments, and weighing the information provided by the vendor as outlined in Section 5.0 – Preparation of Response – Required Content, against Section 8.0 – Evaluation Criteria. The Evaluation Committee will select those vendors who score above 80 points on the evaluation of their proposal, in order to open negotiations. Vendors who score less than 80 total points, but above 50 may still be considered for award, upon written determination of the Procurement Department. Vendors scoring less than 50 points will not be considered and will be deemed as unqualified for award.

The County reserves the right to reject any or all submissions, to waive minor irregularities in said submissions, or to negotiate minor deviations with the successful firm. Any submissions which are not submitted by the date and time specified within this RFP will be considered late. Late proposals may be used by the County, if the Evaluation Committee determines, in writing, accepting the late technical proposal will be in the best interest of the County.

## **10.0 ATTACHMENTS**

The following documents are attached to this solicitation and all information contained within shall be as if it were written directly into this solicitation:

- Attachment 1 – Terms and Conditions
- Attachment 2 – Scope of Work
- Attachment 3 – Submission Instructions
- Appendix A – Vendor Submission Form

**11.0 AUTHORITY**

The undersigned personnel are authorized to release the information contained within their submittal and has the authority to contractually bind and enter into agreements for their firm. All information submitted by the Firm shall conform to the requirement as outlined out by this solicitation, its attachments and/or appendices, unless otherwise proposed to the County, as mutually agreed.

**VENDOR**

  
\_\_\_\_\_  
Signature

9/4/18  
\_\_\_\_\_  
Date

Paul Kiper  
\_\_\_\_\_  
Printed Name

Spokane Commercial Cleaning Services, LLC  
\_\_\_\_\_  
Firm Name



# COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603  
Phone: (520) 432-8390 | Fax: (520) 432-8397

**19-10-PRO-01**

## Offer Acceptance Award Letter

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THIS CONTRACT is made and entered into this 8th day of January 2019 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and SAN PEDRO VALLEY NEWS-SUN hereinafter referred to as the CONTRACTOR.

In accordance with IFB 19-10-PRO-01, the COUNTY hereby awards a single contract to the CONTRACTOR to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel with accounts may place orders for their respective department and act as authorized ordering officials, or the Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order (PO) as approved by the Cochise County Procurement Department.

### PERIOD OF PERFORMANCE FOR BASE YEAR CONTRACT:

Base Year: 1/9/2019 – 1/8/2020

### CONTRACTOR:

San Pedro Valley News-Sun  
Sue Perry  
200 S. Ocotillo Avenue  
Benson, Arizona 85602  
(520) 586-3382  
[sue.perry@benzonnews-sun.com](mailto:sue.perry@benzonnews-sun.com)

### COUNTY PROCUREMENT:

Brandon L. Morrison  
Contracts Administrator  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603  
(520) 432-8391  
[bmorrison@cochise.az.gov](mailto:bmorrison@cochise.az.gov)

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted, and the CONTRACTOR is now bound to sell or provide the materials, services, or construction, as indicated by the PO or Award Letter and based upon the solicitation documents, including all its attachments and amendments, and the offer as submitted by the CONTRACTOR and accepted by the COUNTY.

This CONTRACT is for: County Legal Advertising Services

This CONTRACT shall henceforth be reference as Contract 19-10-PRO-01. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this CONTRACT until the CONTRACTOR receives an executed PO or Notice to Proceed.

Awarded this 9th day of January 2019.

**BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Peggy Judd  
Chairwoman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Arlethe Rios  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

*Christine J. Roberts*  
\_\_\_\_\_  
Cochise County Attorney's Office

\_\_\_\_\_  
January 3, 2019  
Date



# COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603  
Phone: (520) 432-8391 | Fax: (520) 432-8397

**19-11-SEA-01**

## **Attachment 1 – Terms and Conditions**

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### **1.0 Cost, Payment and Pricing**

#### **1.1 Taxes**

The County is responsible for the payment of all applicable sales, use and transaction privilege taxes as may be required by Arizona State and its sub-departments. The County is exempt from all Federal Excise taxes. Out-of-state vendors shall not apply sales tax to purchases made by the County, unless required by their state. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

#### **1.2 Payment Terms**

The County, unless otherwise specified on the Contractor's submission documents, reserves the right to apply Net 30 payment terms to all invoices submitted after the contract is awarded. The County will include any relevant discount terms during the evaluation for contract award, if it is deemed to be in the best interest of the County.

Further, payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

#### **1.3 IRS W-9 Form**

In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the County.

#### **1.4 Economic Price Adjustment**

All service contracts awarded by Cochise County shall be subject to economic price adjustment which requires the delivery of materials in order to complete services requested. The economic price adjustment will be subject to the Commercial Price Index (CPI). No economic price adjustment or negotiated amendment shall be approved for an increase higher than that fluctuation of the CPI, unless otherwise approved by the Procurement Department.

### **1.5 Tax Indemnification**

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

### **1.6 Availability of Funds for Current Fiscal Year**

Should the Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, the County may take any of the following actions:

- Accept a decrease in price offered by the contractor;
- Cancel the Contract; or
- Cancel the contract and re-solicit the requirements.

### **1.7 Availability of Funds for the Next Fiscal Year**

Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

### **1.8 Right of Offset**

The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

### **1.9 Payment by the County**

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

## **2.0 Contract Specific**

### **2.1 Arizona Law**

Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 and the policies of the Cochise County Procurement Policy.

### **2.2 Statutes**

All parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

### **2.3 Provisions Required by Law**

Each and every provision of Law and any clause or terms required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

### **2.4 Contract Order of Precedence**

In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below, if included within the contract:

- 1.0 Special Terms and Conditions;
- 2.0 Uniform Terms and Conditions;
- 3.0 Statement or Scope of Work;
- 4.0 Specifications;
- 5.0 Attachments;
- 6.0 Exhibits;
- 7.0 Documents referenced or included in the Solicitation.

### **2.4 Relationship of Parties**

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

### **2.5 Severability**

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

### **2.6 No Parole Evidence**

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

## **2.7 No Waiver**

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## **2.8 Public Records**

The Procurement Department shall establish and ensure that all documentation produced, received, and sent to any parties regarding day-to-day operations is filed and retained in accordance with the State of Arizona Department of Library, Archives and Public Records guidelines and all applicable Arizona State statutes. Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

In any situation where the County may be awarded State or Federal funding, the guiding principles and policies of those organizations will be followed including any other sub-entity principles and policies, as applicable.

Defacing, changing, destroying or any other unauthorized alteration of contract file documentation shall result in administrative disciplinary action in accordance with Cochise County Public Policies and its sub-departments. No files or documentation shall be taken from the Procurement Department for any reason. Contract files will be made available to requesting parties after the submission of a Public Records Request

The County shall protect and hold confidential, upon a Vendor's request, any data which is considered to be proprietary or include trade secrets or personal identifiable information (PII) as determined, in writing, by the Procurement Department after it has evaluated the request from the vendor. The Vendor's request must be made at any point prior to the closing date of any solicitation.

## **2.9 Record Retention**

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

## **2.10 Audit**

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the State of Arizona and the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

## **2.11 Non-Discrimination**

The Contractor shall comply with State Executive Order No. 2009-09, Public Law 101-336, and 42 U.S.C. 12101-12213 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

## **2.12 Notices**

Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Department employee and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

## **2.13 Federal Immigration and Nationality Act**

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the Contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

## **2.14 Advertising, Publishing and Promotion of Contract**

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Department.

## **2.15 Property of the County**

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.

## **2.16 Modifications**

This Contract is issued under the authority of the Procurement Department, delegated by the Board of Supervisors. The Contract may be modified only through a Contract amendment or modifications within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Board of Supervisors, County Administrator, or Procurement Department in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract amendments or modifications shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

## **2.17 Contractor/Vendor Indemnification (Not Public Agency)**

The parties to this contract agree that the County, its departments, agencies, and Board of Supervisors shall be indemnified and held harmless by the Contractor for the vicarious liability of the County and/or State as a result of entering into this Contract. However, the parties further agree that the County, its departments, agencies, and Board of Supervisors shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

## **2.18 Public Agency Language Only**

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

## **2.19 Indemnification - Patent and Copyright**

The Contractor shall indemnify and hold harmless the County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the County of materials furnished or work performed under this Contract. The County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

## **2.20 Cancellation for Conflict of Interest**

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

cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. Upon signing of the Contract, the Contractor agrees to the provision, and their understanding as if it were included within the Contract.

### **2.21 Gratuities**

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

### **2.22 Termination for Convenience**

The County reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

### **2.23 Termination for Default**

In addition to the rights reserved in the contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Department shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

### **2.24 Continuation of Performance Through Termination**

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

### **2.25 Non-Appropriation**

The County may terminate any resulting contract at the end of any fiscal year, June 30<sup>th</sup>, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue service for which the contract was intended.

#### **2.26 Preparation of Specifications by Persons Other than County Personnel**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

#### **2.27 Procedures and Controls**

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the County.

#### **2.28 Data**

All data created, used and/or modified under this agreement shall be the property of Cochise County and shall not be used by the Contractor or any other person except with the prior written permission of the County.

#### **2.29 Public Entity Disclaimer**

Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

#### **2.30 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

### **3.0 Contract Performance**

#### **3.1 Delivery**

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

#### **3.2 E-Verify Requirements**

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

#### **3.3 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 County shall be considered the creator of such Intellectual Property. The agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, 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 County 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 County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity that is not the County without the express written authorization of the agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract.

#### **3.4 Facilities Inspection and Materials Testing**

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract.

Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection.

#### **3.5 Subcontracts**

The Contractor shall not enter into a subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not sub-consultants are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County’s position within 15 days of receipt of written notice by the Contractor.

### **3.6 Assignment - Delegation**

The Contractor, without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

### **3.7 Agreement Assignment**

No assignment of this Agreement or sub-agreement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Agreement performance whether or not sub-contractors are used.

### **3.8 Risk of Loss**

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### **3.9 Liens**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

### **3.10 Quality**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the services or materials, they shall be:

- Of a quality to pass without objection in the trade under the Contract description;
- Fit for the intended purposes for which the materials are used;
- Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- Adequately contained, packaged and marked as the Contract may require; and
- Conform to the written promises or affirmations of fact made by the Contractor.

### **3.11 Fitness**

The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

### **3.12 Nonconforming Tender**

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

### **3.13 Inspection/Testing**

Any warranties set forth in in this Contract are not affected by inspection or testing of or payment for the materials by the County.

### **3.14 Compliance with Applicable Laws**

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

### **3.15 Purchase Orders**

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the County prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Department, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### **3.16 Right to Assurance**

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

### **3.17 Stop Work Order**

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

### **3.18 Warranties**

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

### **3.19 Licenses**

Vendors shall maintain, in current status, all Federal, State, and Local licenses and permits required for the operation of the business conducted by the vendor as applicable to the Contract.

### **3.20 Notice to Proceed**

It is agreed that the County Procurement Director will issue the Notice to Proceed with the Work to be performed under this Agreement within twenty (20) consecutive calendar days, or some other mutually

agreed upon time period, after the date of the County's Purchase Order for this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

**3.21 Guarantee**

The Contractor shall guarantee all work under this Agreement against defects of material and workmanship as referenced in the Scope of Work.

## **4.0 Legal**

### **4.1 Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract amendment or modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

### **4.2 Antitrust Violations**

The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

### **4.3 Non-exclusive Remedies**

The rights and the remedies of the County under this Contract are not exclusive.

### **4.4 Suspension or Debarment**

The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the County.

**4.5 Claims and Disputes**

County Contract Representative's Resolution of Claims and Disputes; Review by Procurement Director

This section relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Agreement/Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level to increase the possibility that such matters will be resolved, without the vexation of an administrative hearing process, arbitration or litigation.

All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the County Procurement Department Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.

Claims by either party must be made within fourteen (14) days after the event giving rise to the claim or within fourteen (14) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Agreement/Contract.

The County Procurement Department Representative shall, within fourteen (14) days of receipt of a claim, do one of the following:

- (1) Issue a decision either rejecting or approving the claim.
- (2) Suggest an equitable compromise of the claim.
- (3) Provide a schedule to the parties indicating when they expect to be able to take action, which shall be within a reasonable time.

The County Buyer may require the submission of additional documentation from either party to facilitate a decision. In each case, the County Procurement Department Representative will submit reasons and/or documentation supporting its action and the deadline shall be extended by the time it takes to obtain a response thereto.

The parties shall have ten (10) days from the date of the County Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of a party to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If either party rejects the decision of the County Procurement Representative in writing within such ten (10) day period, the matter shall be referred to the Procurement Director for *de novo* review.

The Procurement Director shall have sixty (60) days from receipt of a written objection by the Contractor to the County Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Section 15 of the Cochise County Procurement Code. During such period, the Procurement Director may require such additional documentation or testimony as deemed necessary to support his/her response.

#### **4.6 Arbitration**

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

#### **4.7 Non-Collusion**

Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant(s).

#### **4.8 Protests and Appeals**

In accordance with Section 15 of the Cochise County Procurement Policy Manual, any actual or prospective Contractor or offeror who is aggrieved in connection with the solicitation or award of a contract may appeal to the Procurement Director. The protest shall be submitted in writing to the Procurement Director within five (5) working days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

#### **4.9 Contract**

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set forth with the rest of the solicitation, the contract, and any attachments to either document. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

#### **4.10 Legal Remedies**

If the Contractor and the County are unable to mutually resolve disputes arising under this contract, all disputes arising under or relating to this Contract shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing. If the Contractor and Cochise County can mutually agree upon an Arbitrator, that Arbitrator shall be selected. If not, the Contractor and Cochise County shall each select an Arbitrator and those two Arbitrators shall select a third Arbitrator (or the Contractor and Cochise County shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration. All claims and controversies shall be subject to A.R.S. § 12-1518 et. seq.

#### **4.11 Rights and Remedies**

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.



## COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603  
Phone: (520) 432-8390 | Fax: (520) 432-8397

### 19-11-SEA-01

#### Attachment 2 – Scope of Work

In accordance with 19-11-SEA-01, the Contractor shall provide all labor, materials, transportation and expertise required to accomplish janitorial services to the satisfaction of the County. The Contractor shall complete the following tasks:

<b>Task 1</b>	<b>Daily Cleaning Tasks</b>
Task 1.1	Sweep and mop tiled surfaces, wall to wall
Task 1.2	Vacuum all carpeted surfaces, wall to wall
Task 1.3	Clean and sanitize restrooms, kitchen, handrails, door knobs and lever, and all break room surfaces
Task 1.4	Provide and stock paper goods, hand soap, garbage bags, and any other disposable items used by facility personnel
Task 1.5	Clean and dust workspaces
Task 1.6	Wipe down surfaces in common areas and offices, to include conference room
Task 1.7	Empty and remove trash throughout facility, replacing bags in receptacles
Task 1.8	Spot clean any surfaces not included above, which may appear dirty, such as walls, baseboards, etc.
Task 1.9	Report any required maintenance to the Cochise County Facilities Management Department Point of Contact (POC)
<b>Task 2</b>	<b>Weekly Cleaning Tasks</b>
Task 2.1	Clean glass surfaces throughout the interior and exterior of the facility to include windows, mirrors and appliances
<b>Task 3</b>	<b>Bi-Annual Cleaning Tasks</b>
Task 3.1	Steam clean all carpeted floor surfaces, at the request of the County and according to a schedule approved by the SEACOM Director
Task 3.2	Strip and resurface all tiled floor surfaces, at the request of the County and according to a schedule approved by the SEACOM Director

**Materials:** The Contractor shall be responsible for supplying cleaning materials, as well as materials used for stocking disposable facility items, and any other supplies or items necessary in the performance of this Scope of Work.

The Contractor shall ensure tasks are completed 7 days a week, 2 hours daily, including Federal holidays. The Contractor shall perform all services in a manner which will reduce, as much as necessary, the impact to business operations of the facility, and ensure that they do not disturb dispatch operations.

The Contractor shall submit individuals who can pass a Federal Bureau of Investigation (FBI) background check required to gain access to the facility. If any employee of the Contractor fails any required background check(s), the Contractor shall reimburse the County for any costs associated with the failed background check.

## Brandon Morrison - Scoring Summary

### Active Submissions

	Total	A - Pricing Evaluation	A-1 - Base Year Pricing	A-2 - Option Year 1 Pricing	A-3 - Option Year 2 Pricing	A-4 - Option Year 3 Pricing	A-5 - Option Year 4 Pricing	B - Technical Proposal Evaluation	B-1 - Technical Ability	B-2 - Past Performance
Supplier	100 pts	/ 50 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 50 pts	/ 25 pts	/ 25 pts
ServiceMaster Commercial Cleaning Services, LLC	89.85 pts	49.85 pts	10 pts (\$21,300.00)	10 pts (\$22,140.00)	10 pts (\$22,500.00)	9.974 pts (\$22,860.00)	9.874 pts (\$23,090.00)	40 pts	20 pts	20 pts
Sierra Vista Clean	63.92 pts	48.92 pts	9.342 pts (\$22,800.00)	9.711 pts (\$22,800.00)	9.868 pts (\$22,800.00)	10 pts (\$22,800.00)	10 pts (\$22,800.00)	15 pts	10 pts	5 pts

## Jay Howe - Scoring Summary

### Active Submissions

	Total	A - Pricing Evaluation	A-1 - Base Year Pricing	A-2 - Option Year 1 Pricing	A-3 - Option Year 2 Pricing	A-4 - Option Year 3 Pricing	A-5 - Option Year 4 Pricing	B - Technical Proposal Evaluation	B-1 - Technical Ability	B-2 - Past Performance
Supplier	100 pts	/ 50 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 50 pts	/ 25 pts	/ 25 pts
ServiceMaster Commercial Cleaning Services, LLC	52 pts	10 pts	10 pts (\$21,300.00)	0 pts (\$22,140.00)	0.00089 pts (\$22,500.00)	0 pts (\$22,860.00)	0 pts (\$23,090.00)	42 pts	22 pts	20 pts
Sierra Vista Clean	42.62 pts	18.62 pts	8.623 pts (\$24,700.00)	0 pts (\$0)	10 pts (\$2)	0 pts (\$0)	0 pts (\$0)	24 pts	12 pts	12 pts

## Nicole Diaz - Scoring Summary

### Active Submissions

	Total	A - Pricing Evaluation	A-1 - Base Year Pricing	A-2 - Option Year 1 Pricing	A-3 - Option Year 2 Pricing	A-4 - Option Year 3 Pricing	A-5 - Option Year 4 Pricing	B - Technical Proposal Evaluation	B-1 - Technical Ability	B-2 - Past Performance
Supplier	100 pts	/ 50 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 50 pts	/ 25 pts	/ 25 pts
ServiceMaster Commercial Cleaning Services, LLC	100 pts	50 pts	10 pts (\$21,300.00)	10 pts (\$22,140.00)	10 pts (\$22,500.00)	10 pts (\$22,860.00)	10 pts (\$23,090.00)	50 pts	25 pts	25 pts
Sierra Vista Clean	51.86 pts	35.86 pts	6.827 pts (\$31,200.00)	7.096 pts (\$31,200.00)	7.212 pts (\$31,200.00)	7.327 pts (\$31,200.00)	7.401 pts (\$31,200.00)	16 pts	8 pts	8 pts

**Regular Board of Supervisors Meeting****Workforce Development****Meeting Date:** 01/08/2019

Approve the appointment of Mr. Wick Lewis to the Local Workforce Development Board

**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:** 0**NAME of PRESENTER:** N/A      **TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Mr. Wick Lewis to the Local Workforce Development Board to fill an unexpired term, effective immediately and through June 30, 2022.

**Background:**

Attached is the appointment letter for Mr. Lewis. The Workforce Development Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the WIOA Board. Attached is a list showing each of the WIOA Board appointees, with appointment date and date term expires.

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

If approved, WIOA will be notified of the appointments and we will request confirmation of an updated WIOA board appointees list.

**Impact of NOT Approving/Alternatives:**

Vacancies will continue to exist on the WIOA Board with certain segments not being adequately represented.

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

Once approved send appointment letter to Mr. Wick Lewis, Cochise College, 901 N. Colombo Ave., Sierra Vista, AZ 85635 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Kathy Hall at khall@cpic-cas.org.

**Attachments**Wick Appointment WDBWDB Terms 2018 (rev. 12.2018)





**COCHISE COLLEGE**  
OFFICE OF THE  
PRESIDENT

December 13, 2018

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

Dear Board of Supervisors,

I would like to recommend that the following change be made to the list of Cochise College employees on the SE Arizona Workforce Connection, Workforce Investment Board:

- Wick Lewis, Executive Director of Human Resources, **REPLACING** Wendy Davis, Vice President for Administration and Human Resources
- Susan Morss, Director, Adult Education will remain on the Board

I appreciate the opportunity for Cochise College employees to serve on the Cochise County Workforce Investment Board. The partnership between the Board and the College is an important one as we all continue to meet the needs of the local workforce.

If you should have any questions, or if I can be of assistance, please feel free to contact me at [jdr@cochise.edu](mailto:jdr@cochise.edu) or at 520-515-5498.

Sincerely,

J.D. Rottweiler, Ph.D.  
President

cc: Ms. Vada Phelps

Arizona@Work - Southeastern Arizona  
Workforce Development Board

2015  
to  
2022

Member Name	Mo/Year Appointed	Service Term	Term Expiration
<b><i>Four Year Terms 2017 – 2021</i></b>			
Susan Morss	October 2017	4 Year	6/30/2021
Tim Taylor	October 2017	4 Year	6/30/2021
Teresa Celestine	October 2017	4 Year	6/30/2021
David Howard	October 2017	4 Year	6/30/2021
Steven Garate	October 2017	4 Year	6/30/2021
Tony Boone	November 2017	4 Year	6/30/2021
<b><i>Four Year Terms 2018 – 2022</i></b>			
Lauri Martin	May 2018	4 Year	6/30/2022
Linda Hollis	June 2018	4 Year	6/30/2022
Doris Tolbert	July 2018	4 Year	6/30/2022
Jack Bauer	July 2018	4 Year	6/30/2022
Ron Curtis	July 2018	4 Year	6/30/2022
Jason Bowling	July 2018	4 Year	6/30/2022
Evonne Cummins	July 2018	4 Year	6/30/2022
Kathleen Bullock	July 2018	4 Year	6/30/2022
Matt Bolinger	Sept 2018	4 Year	6/30/2022
Mike Crockett	July 2018	4 Year	6/30/2022
Joe Altamirano	July 2018	4 Year	6/30/2022
Mark Gallego	October 2015	4 Year	6/30/2018
Jennifer Martin	September 2018	4 Year	6/30/2022
Abriel Quiroz	November 2018	4 Year	6/30/2022
Wick Lewis	December 2018	4 Year	6/30/2022

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019

Over the Counter Sale

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

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** Arlethe Rios

**TITLE** Clerk of the Board

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

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

**Background:**

One OTC bid has been received and is reflected on the attached exhibit. In addition, the bidder will pay a \$25 administrative fee per parcel. The bids and associated payments have been received by BOS office staff for the parcels listed on the exhibit totaling \$145. (\$120. for the bid and \$25. administrative fee).

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

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

**Impact of NOT Approving/Alternatives:**

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

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

Refer to Dept's Next Steps, above.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

Exhibit A

Exhibit B

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Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
1	10332004	BIG SKY RANCHES LOT 4 BK6 PG11 A&B SEC 27 22 25 38.01AC	38.01	RU-4	\$12,000.00
2	10671180	SECOND ADDN TO FRY LOT 24 BLK 13	0.193	MH-72	\$5,000.00
4	20245047	ARIZONA BELL RANCH #2 LOT 45	1.02	SR-43	\$640.00
13	20309018	TWIN LAKES COUNTRY CLUB #9 LOT 5576	0.26	SR-8	\$120.00
17	20309022	TWIN LAKES COUNTRY CLUB #9 LOT 5548	0.25	SR-8	\$120.00
19	20309024	TWIN LAKES COUNTRY CLUB #9 LOT 5546	0.25	SR-8	\$120.00
20	20309025	TWIN LAKES COUNTRY CLUB #9 LOT 5545	0.25	SR-8	\$120.00
23	20309128	TWIN LAKES COUNTRY CLUB #9 LOT 5491	0.25	SR-8	\$120.00
24	20309129	TWIN LAKES COUNTRY CLUB #9 LOT 5490	0.25	SR-8	\$120.00
25	20309130	TWIN LAKES COUNTRY CLUB #9 LOT 5489	0.25	SR-8	\$120.00
26	20309131	TWIN LAKES COUNTRY CLUB #9 LOT 5488	0.25	SR-8	\$120.00
27	20309132	TWIN LAKES COUNTRY CLUB #9 LOT 5487	0.25	SR-8	\$120.00
28	20309133	TWIN LAKES COUNTRY CLUB #9 LOT 5506	0.25	SR-8	\$120.00
29	20309134	TWIN LAKES COUNTRY CLUB #9 LOT 5505	0.25	SR-8	\$120.00
30	20309135	TWIN LAKES COUNTRY CLUB #9 LOT 5504	0.25	SR-8	\$120.00
31	20309136	TWIN LAKES COUNTRY CLUB #9 LOT 5503	0.25	SR-8	\$120.00
32	20309137	TWIN LAKES COUNTRY CLUB #9 LOT 5502	0.24	SR-8	\$120.00
33	20309143	TWIN LAKES COUNTRY CLUB #9 LOT 5516	0.25	SR-8	\$120.00
34	20309144	TWIN LAKES COUNTRY CLUB #9 LOT 5515	0.25	SR-8	\$120.00
35	20309145	TWIN LAKES COUNTRY CLUB #9 LOT 5514	0.25	SR-8	\$120.00
36	20309146	TWIN LAKES COUNTRY CLUB #9 LOT 5513	0.25	SR-8	\$120.00
37	20309147	TWIN LAKES COUNTRY CLUB #9 LOT 5512	0.25	SR-8	\$120.00
38	20309158	TWIN LAKES COUNTRY CLUB #9 LOT 5521	0.25	SR-8	\$120.00
39	20309159	TWIN LAKES COUNTRY CLUB #9 LOT 5520	0.25	SR-8	\$120.00
40	20309160	TWIN LAKES COUNTRY CLUB #9 LOT 5519	0.25	SR-8	\$120.00
41	20309161	TWIN LAKES COUNTRY CLUB #9 LOT 5518	0.25	SR-8	\$120.00
42	20309162	TWIN LAKES COUNTRY CLUB #9 LOT 5517	0.25	SR-8	\$120.00
43	20309168	TWIN LAKES COUNTRY CLUB #9 LOT 5481	0.25	SR-8	\$120.00
44	20309169	TWIN LAKES COUNTRY CLUB #9 LOT 5480	0.25	SR-8	\$120.00
45	20309170	TWIN LAKES COUNTRY CLUB #9 LOT 5479	0.25	SR-8	\$120.00
46	20309171	TWIN LAKES COUNTRY CLUB #9 LOT 5478	0.25	SR-8	\$120.00
47	20309172	TWIN LAKES COUNTRY CLUB #9 LOT 5477	0.25	SR-8	\$120.00
51	20309176	TWIN LAKES COUNTRY CLUB #9 LOT 5473	0.25	SR-8	\$120.00
52	20309177	TWIN LAKES COUNTRY CLUB #9 LOT 5472	0.25	SR-8	\$120.00
53	20309229	TWIN LAKES COUNTRY CLUB #9 LOT 5046	0.33	SR-8	\$120.00
54	20309230	TWIN LAKES COUNTRY CLUB #9 LOT 5047	0.31	SR-8	\$120.00
55	20309231	TWIN LAKES COUNTRY CLUB #9 LOT 5008	0.24	SR-8	\$120.00
56	20309232	TWIN LAKES COUNTRY CLUB #9 LOT 5009	0.24	SR-8	\$120.00
57	20309233	TWIN LAKES COUNTRY CLUB #9 LOT 5010	0.24	SR-8	\$120.00
58	20309234	TWIN LAKES COUNTRY CLUB #9 LOT 5011	0.27	SR-8	\$120.00
60	20309438	TWIN LAKES COUNTRY CLUB #9 LOT 4953	0.34	SR-8	\$120.00
62	20309444	TWIN LAKES COUNTRY CLUB #9 LOT 4974	0.25	SR-8	\$120.00
63	20309445	TWIN LAKES COUNTRY CLUB #9 LOT 4973	0.25	SR-8	\$120.00
64	20309446	TWIN LAKES COUNTRY CLUB #9 LOT 4972	0.25	SR-8	\$120.00
65	20309447	TWIN LAKES COUNTRY CLUB #9 LOT 4971	0.25	SR-8	\$120.00
66	20309448	TWIN LAKES COUNTRY CLUB #9 LOT 4970	0.25	SR-8	\$120.00
67	20309572	TWIN LAKES COUNTRY CLUB #9 LOT 5290	0.28	SR-8	\$120.00
68	20309573	TWIN LAKES COUNTRY CLUB #9 LOT 5291	0.28	SR-8	\$120.00
69	20309574	TWIN LAKES COUNTRY CLUB #9 LOT 5292	0.28	SR-8	\$120.00
70	20309575	TWIN LAKES COUNTRY CLUB #9 LOT 5293	0.28	SR-8	\$120.00
71	20309576	TWIN LAKES COUNTRY CLUB #9 LOT 5294	0.29	SR-8	\$120.00
72	20309577	TWIN LAKES COUNTRY CLUB #9 LOT 5295	0.25	SR-8	\$120.00
73	20309578	TWIN LAKES COUNTRY CLUB #9 LOT 5296	0.25	SR-8	\$120.00
74	20309579	TWIN LAKES COUNTRY CLUB #9 LOT 5297	0.25	SR-8	\$120.00
75	20309580	TWIN LAKES COUNTRY CLUB #9 LOT 5298	0.25	SR-8	\$120.00
76	20309588	TWIN LAKES COUNTRY CLUB #9 LOT 5306	0.25	SR-8	\$120.00
77	20309589	TWIN LAKES COUNTRY CLUB #9 LOT 5307	0.25	SR-8	\$120.00
78	20309590	TWIN LAKES COUNTRY CLUB #9 LOT 5308	0.25	SR-8	\$120.00
79	20309591	TWIN LAKES COUNTRY CLUB #9 LOT 5309	0.25	SR-8	\$120.00
80	20314034	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5617	2.23	SR-8	\$1,200.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
81	20314045	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5618	2.21	SR-8	\$1,200.00
82	20314046	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5619	2.22	SR-8	\$1,200.00
83	20314047	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5620	2.21	SR-8	\$1,200.00
84	20314048	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5621	2.21	SR-8	\$1,200.00
85	20314140	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5751	2.2	SR-8	\$1,200.00
86	20314141	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5750	2.2	SR-8	\$1,200.00
87	20314142	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5749	2.2	SR-8	\$1,200.00
88	20314143	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5764	2.2	SR-8	\$1,200.00
89	20314144	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5763	2.2	SR-8	\$1,200.00
90	20314145	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5762	2.2	SR-8	\$1,200.00
91	20314146	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5761	2.2	SR-8	\$1,200.00
93	20342110	COCHISE COUNTRY CLUB #3 LOT 1110	0.19	SR-8	\$120.00
97	20342118	COCHISE COUNTRY CLUB #3 LOT 1118	0.19	SR-8	\$120.00
98	20342120	COCHISE COUNTRY CLUB #3 LOT 1120	0.19	SR-8	\$120.00
99	20342121	COCHISE COUNTRY CLUB #3 LOT 1121	0.17	SR-8	\$120.00
100	20342123	COCHISE COUNTRY CLUB #3 LOT 1123	0.16	SR-8	\$120.00
109	20342133	COCHISE COUNTRY CLUB #3 LOT 1133	0.14	SR-8	\$120.00
110	20342135	COCHISE COUNTRY CLUB #3 LOT 1135	0.14	SR-8	\$120.00
111	20342136	COCHISE COUNTRY CLUB #3 LOT 1136	0.14	SR-8	\$120.00
112	20342137	COCHISE COUNTRY CLUB #3 LOT 1137	0.14	SR-8	\$120.00
113	20342139	COCHISE COUNTRY CLUB #3 LOT 1139	0.14	SR-8	\$120.00
121	20416245	LA PLAYA EST #1 LOT 27 BLK 11	0.37	R-9	\$320.00
122	20416272	LA PLAYA EST #1 LOT 22 BLK 12	0.39	R-9	\$320.00
123	20416322	LA PLAYA EST #1 LOT 28 BLK 13	0.37	R-9	\$320.00
124	20416480	LA PLAYA EST #1 RESUB OF LOT 1 LOT 13 BLK 10	0.27	R-9	\$240.00
125	20420033	LA PLAYA EST #2 LOT 25 BLK 17	0.48	R-9	\$320.00
126	20420098	LA PLAYA EST #2 LOT 16 BLK 20	0.37	R-9	\$320.00
127	20420099	LA PLAYA EST #2 LOT 17 BLK 20	0.37	R-9	\$320.00
128	20420163	LA PLAYA EST #2 LOT 30 BLK 21	0.37	R-9	\$320.00
129	20420188	LA PLAYA EST #2 LOT 55 BLK 21	0.37	R-9	\$320.00
130	20420193	LA PLAYA EST #2 LOT 60 BLK 21	0.39	R-9	\$320.00
131	20420255	LA PLAYA EST #2 LOT 31 BLK 22	0.37	R-9	\$320.00
132	20420258	LA PLAYA EST #2 LOT 34 BLK 22	0.37	R-9	\$320.00
142	20609315	AZ SUN SITES #6 LOT 20 BLK 695	0.85	SR-22	\$240.00
260	40121355	SUN SITES RANCHES #3 LOT 53 BLK 2	5.04	RU-4	\$2,400.00
262	40141154	SUN SITES RANCHES #2 LOT 178	2.54	R-36	\$600.00
263	40141185	SUN SITES RANCHES #2 LOT 167	2.55	R-36	\$600.00
264	40141195	SUN SITES RANCHES #2 LOT 149	2.4	R-36	\$600.00
265	40141227	SUN SITES RANCHES #2 LOT 283	2.38	R-36	\$600.00
266	40141282	SUN SITES RANCHES #2 LOT 255	2.42	R-36	\$600.00
267	40141295	SUN SITES RANCHES #2 LOT 228	2.42	R-36	\$600.00
268	40153022	SUN SITES RANCHES #3 LOT 22 BLK 36	5.03	RU-4	\$2,400.00
269	40153031	SUN SITES RANCHES #3 LOT 31 BLK 36	5.03	RU-4	\$2,400.00
270	40153032	SUN SITES RANCHES #3 LOT 32 BLK 36	5.03	RU-4	\$2,400.00
271	40153064	SUN SITES RANCHES #3 LOT 64 BLK 36	5.03	RU-4	\$2,400.00
272	40153089	SUN SITES RANCHES #3 LOT 89 BLK 36	5.03	RU-4	\$2,400.00
274	40444075	VALLEY SPRINGS #6 LOT 155	4.73	RU-4	\$4,000.00
275	40444078	VALLEY SPRINGS #6 LOT 126	4.73	RU-4	\$4,000.00
276	40444079	VALLEY SPRINGS #6 LOT 127	4.61	RU-4	\$4,000.00
277	40444113	VALLEY SPRINGS #6 LOT 136	2.6	RU-4	\$4,000.00
278	40444119	VALLEY SPRINGS #6 LOT 189	4.82	RU-4	\$4,000.00
279	40444128	VALLEY SPRINGS #6 LOT 181	4.8	RU-4	\$4,000.00
299	40568051	VALLEY SPRINGS #6 LOT 35	4.28	RU-4	\$4,000.00
300	40568052	VALLEY SPRINGS #6 LOT 34	4.71	RU-4	\$4,000.00
301	40568055	VALLEY SPRINGS #6 LOT 8	4.69	RU-4	\$4,000.00
302	40568056	VALLEY SPRINGS #6 LOT 9	4.7	RU-4	\$4,000.00
303	40568057	VALLEY SPRINGS #6 LOT 10	4.71	RU-4	\$4,000.00
329	40623417	COCHISE COLLEGE PARK #6 LOT 957	0.22	MH-72	\$400.00
330	40623418	COCHISE COLLEGE PARK #6 LOT 956	0.32	MH-72	\$400.00
382	40629353	COCHISE COLLEGE PARK #10 LOT 3731	0.33	SR-12	\$320.00
383	40629460	COCHISE COLLEGE PARK #10 LOT 3825	0.32	SR-12	\$320.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
384	40629461	COCHISE COLLEGE PARK #10 LOT 3824	0.32	SR-12	\$320.00
385	40629501	COCHISE COLLEGE PARK #10 LOT 3804	0.32	SR-12	\$320.00
386	40629502	COCHISE COLLEGE PARK #10 LOT 3805	0.33	SR-12	\$320.00
387	40629503	COCHISE COLLEGE PARK #10 LOT 3806	0.33	SR-12	\$320.00
388	40629504	COCHISE COLLEGE PARK #10 LOT 3807	0.33	SR-12	\$320.00
389	40629505	COCHISE COLLEGE PARK #10 LOT 3808	0.33	SR-12	\$320.00
390	40629506	COCHISE COLLEGE PARK #10 LOT 3809	0.33	SR-12	\$320.00
391	40629507	COCHISE COLLEGE PARK #10 LOT 3810	0.33	SR-12	\$320.00
392	40629508	COCHISE COLLEGE PARK #10 LOT 3811	0.33	SR-12	\$320.00
393	40629509	COCHISE COLLEGE PARK #10 LOT 3812	0.34	SR-12	\$320.00
394	40629516	COCHISE COLLEGE PARK #10 LOT 3981	0.32	SR-12	\$320.00
395	40629610	COCHISE COLLEGE PARK #10 LOT 3924	0.32	SR-12	\$320.00
396	40629611	COCHISE COLLEGE PARK #10 LOT 3925	0.33	SR-12	\$320.00
397	40629612	COCHISE COLLEGE PARK #10 LOT 3926	0.33	SR-12	\$320.00
398	40733001Q	E2S2NESE SEC 36 23 26 AKA REPORT OF SURVEY BK5 PG38 10.17AC	10.17	RU-4	\$4,000.00
432	40779076	LA COSTA EST LOT 76	0.32	SR-8	\$160.00
433	40779090	LA COSTA EST LOT 90	0.33	SR-8	\$160.00
434	40779134	LA COSTA EST LOT 168	0.31	SR-8	\$160.00
437	40779149	LA COSTA EST LOT 183	0.32	SR-8	\$160.00
438	40779260	LA COSTA EST LOT 293	0.31	SR-8	\$160.00
443	40780023	LA COSTA EST LOT 424	0.34	SR-8	\$160.00
444	40780031	LA COSTA EST LOT 432	0.32	SR-8	\$160.00
463	40782188	LA COSTA EST PLAT B LOT 1082	0.32	RU-4	\$160.00
464	40782190	LA COSTA EST PLAT B LOT 1084	0.3	RU-4	\$160.00
473	40908077	DOUGLAS E 74' OF LOTS 1 2 BLK 53	0.08		\$4,000.00
474	40928016	MUSGRAVE LOTS (3 & 4) BLK 26 LESS SALES OF RECORD PCL 409-28-016A	0.33		\$8,000.00

UnitID_Orig	Parcel	Legal Description	Acres	Zoning	OTCSaleDate
59	20309368	TWIN LAKES COUNTRY CLUB #9 LOT 4982	0.25	SR-8	12-18-2017
60	20309369	TWIN LAKES COUNTRY CLUB #9 LOT 4983	0.25	SR-8	12-18-2017
61	20309370	TWIN LAKES COUNTRY CLUB #9 LOT 4984	0.25	SR-8	12-18-2017
62	20309371	TWIN LAKES COUNTRY CLUB #9 LOT 4985	0.25	SR-8	12-18-2017
63	20309372	TWIN LAKES COUNTRY CLUB #9 LOT 4986	0.25	SR-8	12-18-2017
72	20309469	TWIN LAKES COUNTRY CLUB #9 LOT 5134	0.36	SR-8	2-27-2018
73	20309470	TWIN LAKES COUNTRY CLUB #9 LOT 5135	0.39	SR-8	2-27-2018
74	20309471	TWIN LAKES COUNTRY CLUB #9 LOT 5136	0.39	SR-8	2-27-2018
75	20309472	TWIN LAKES COUNTRY CLUB #9 LOT 5137	0.25	SR-8	2-27-2018
76	20309473	TWIN LAKES COUNTRY CLUB #9 LOT 5138	0.25	SR-8	2-27-2018
77	20309474	TWIN LAKES COUNTRY CLUB #9 LOT 5139	0.25	SR-8	2-27-2018
182	20707077	AZ SUN SITES #10 LOT 15 BLK 976	0.51	SR-22	11-28-2017
251	20713369	AZ SUN SITES #9 LOT 9 BLK 845	0.86	SR-22	11-28-2017
273	30333349	SAN SIMON FRAC BLK 46	0.47	R-9	2-13-2018
279	40141226	SUN SITES RANCHES #2 LOT 286	2.53	R-36	1-9-2018
281	40141238	SUN SITES RANCHES #2 LOT 304	2.59	R-36	1-9-2018
314	40567240	CASA ADOBE #2 LOT 19 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
315	40567241	CASA ADOBE #2 LOT 20 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.23	SR-8	12-19-2017
316	40567242	CASA ADOBE #2 LOT 21 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.23	SR-8	12-19-2017
317	40567243	CASA ADOBE #2 LOT 22 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
318	40567244	CASA ADOBE #2 LOT 23 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.43	SR-8	12-19-2017
319	40567245	CASA ADOBE #2 LOT 24 BLK 25	0.24	SR-8	12-19-2017
320	40567246	CASA ADOBE #2 LOT 25 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.28	SR-8	12-19-2017
321	40567247	CASA ADOBE #2 LOT 4 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
322	40567248	CASA ADOBE #2 LOT 3 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
323	40567249	CASA ADOBE #2 LOT 2 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
325	40567549	CASA ADOBE #2 LOT 7 BLK 39	0.14	SR-8	12-19-2017
328	40568053	VALLEY SPRINGS #6 LOT 33	4	RU-4	12-19-2017
329	40623406	COCHISE COLLEGE PARK #6 LOT 968	0.15	MH-72	4-10-2018
412	40629433	COCHISE COLLEGE PARK #10 LOT 3852	0.33	SR-12	1-9-2018
413	40629434	COCHISE COLLEGE PARK #10 LOT 3851	0.29	SR-12	1-9-2018
414	40629435	COCHISE COLLEGE PARK #10 LOT 3850	0.29	SR-12	1-9-2018
415	40629436	COCHISE COLLEGE PARK #10 LOT 3849	0.25	SR-12	1-9-2018
416	40629437	COCHISE COLLEGE PARK #10 LOT 3848	0.31	SR-12	1-9-2018
432	40629667	COCHISE COLLEGE PARK #10 LOT 4006	0.36	SR-12	1-9-2018
433	40629668	COCHISE COLLEGE PARK #10 LOT 4007	0.33	SR-12	1-9-2018
434	40629669	COCHISE COLLEGE PARK #10 LOT 4008	0.33	SR-12	1-9-2018
435	40629670	COCHISE COLLEGE PARK #10 LOT 4009	0.33	SR-12	1-9-2018
436	40629671	COCHISE COLLEGE PARK #10 LOT 4010	0.33	SR-12	1-9-2018
437	40629672	COCHISE COLLEGE PARK #10 LOT 4011	0.33	SR-12	1-9-2018
438	40629673	COCHISE COLLEGE PARK #10 LOT 4012	0.31	SR-12	1-9-2018
439	40629674	COCHISE COLLEGE PARK #10 LOT 4013	0.31	SR-12	1-9-2018
506	40782137	LA COSTA EST PLAT B LOT 1225	0.44	RU-4	1-9-2018

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2019

Ratify Letter of intent to Terminate legal services with Bisbee

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation Recommendation: Approve

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Ratify Letter of Intent not to renew the Intergovernmental Agreement (IGA) for legal services with the City of Bisbee and requesting early termination.

Background:

*Through an IGA, the County Attorney's Office has served as the Bisbee City Attorney since May, 2015. The County receives \$60,000 per year for these services. The current IGA expires on June 29, 2019. Following a meeting with the City Council regarding renewal of this IGA, and after consulting with County Administrator Ed Gilligan, the County Attorneys Office sent a letter notifying the Mayor and Council of its intent not to renew the IGA and requesting early termination. Because the IGA is Board approved, it is appropriate for the Board to ratify the letter: hence, this agenda item.*

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

County Attorney's Office will continue to provide legals services to the City through June 29, 2019.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

## Attachments

Letter of Intent

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**Cochise County  
Attorney's Office  
Civil Division**

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

**BRIAN M. McINTYRE**  
Cochise County Attorney

December 20, 2018

Mayor and Council  
City of Bisbee  
1415 Melody Lane  
Building G  
Bisbee, AZ 85603

Sent via email December 20, 2018

Re: IGA for Legal Services

Dear Mayor and Council:

This is to notify you of our intent not to renew the IGA for Legal Services, which expires on June 29, 2019.

We would prefer to terminate the IGA earlier, which is permitted by agreement of both parties. We look forward to hearing from the Mayor and Council as to whether you would agree to an early termination.

Sincerely,

Britt W. Hanson  
Chief Civil Deputy County Attorney  
Cochise County Attorney's Office

Cc: Brian McIntyre, County Attorney  
Elda Orduno, Deputy County Attorney  
Robert Smith, City Manager  
Ashlee Coronado, City Clerk

BWH:ss

**Main Office**  
150 Quality Hill Road  
PO Drawer CA  
Bisbee, Arizona 85603  
520-432-8700  
Attorney@cochise.az.gov

**Juvenile Division**  
100 Colonia de Salud, Suite 104  
Sierra Vista, Arizona 85635  
520-803-3160

**Division Fax Numbers**  
Civil 520-432-8778  
Drug Unit 520-432-2487  
General Crimes 520-432-4208  
Juvenile 520-417-0895  
Misdemeanor 520-432-8729  
Victim Witness 520-432-8777

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/08/2019  
Legacy Foundation / Bisbee/Naco Activity Path  
**Submitted By:** Ray Falkenberg, Health & Social Services  
**Department:** Health & Social Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature NOT Required  
  
**NAME of PRESENTER:** Judy Gilligan / Carrie Langley  
**Mandated Function?:** Not Mandated

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 0  
**TITLE of PRESENTER:** Prevention Director / Health Director  
**Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve receipt of \$50,000 from Legacy Foundation of Southeastern Arizona as 40% of the cost to build an outdoor walking path for public use on county-owned conservation land at 1415 Melody Lane.

**Background:**

This is a pilot project to construct an environmentally safe and accessible multi-use activity path of 1.19 miles on Cochise County property in three loops around the County Government complex on Melody Lane in Bisbee.

It is designed to encourage activity among conditioned and deconditioned walkers, joggers, bikers, walkers with strollers and animals, and those with a disability/users of disability devices. Exercise equipment stations for different levels of activity will be installed along the path to encourage users to expand their workouts with stretching and strengthening exercises. An active community meeting place, the walking path will foster community involvement and corresponding pride, as well as increased physical activity, for residents of all ages, races, genders and abilities.

This pilot will be a model for the development of safe and accessible activity paths on Cochise County property, and other public/private owned areas in the next 5 years.

Partners include: Cochise Health & Social Services, Cochise County Highways, Cochise County Community Development, the Legacy Foundation of SEAZ, Chiricahua Community Health Center, Freeport McMoRan, SEAGO, CSSC, Bisbee Vogue and various donors of on-path exercise equipment, to be recruited in the near future.

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

Coordinate construction with Highways Dept.

**Impact of NOT Approving/Alternatives:**

Citizens and residents of the greater Bisbee/Naco area will not improve their health through use of a safe, accessible outdoor walking path.

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

N/A

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** 60,301.11  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

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

1:

**Fund Transfers**

**Fiscal Year:** 2019

**One-time Fixed Costs? (\$\$\$):** 60,301.11

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

**County Match Required? (\$\$\$):** 60,301.11

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

**Source of Funding?:** Development funds

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

\$60,301.11 from various county development funds

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**Attachments**

Exec Summary

Grant Approval Form

Grant Agreement

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Executive Summary Form

**Agenda Number: HLT 4344**

**Recommendation:**

Approve receipt of \$50,000 from Legacy Foundation of Southeastern AZ as 40% of the cost to build an outdoor walking path for public use on county-owned conservation land at 1415 Melody Lane.

**Background (Brief):**

This is a pilot project to construct an environmentally safe and accessible multi-use activity path of 1.19 miles on Cochise County property in three loops around the County Government complex on Melody Lane in Bisbee.

It is designed to encourage activity among conditioned and deconditioned walkers, joggers, bikers, walkers with strollers and animals, and those with a disability/users of disability devices. Exercise equipment stations for different levels of activity will be installed along the path to encourage users to expand their workouts with stretching and strengthening exercises. An active community meeting place, the walking path will foster community involvement and corresponding pride, as well as increased physical activity, for residents of all ages, races, genders and abilities.

This pilot will be a model for the development of safe and accessible activity paths on Cochise County property, and other public/private owned areas in the next 5 years.

Partners include: Cochise Health & Social Services, Cochise County Highways, Cochise County Community Development, the Legacy Foundation of SEAZ, Chiricahua Community Health Center, Freeport McMoRan, SEAGO, CSSC, Bisbee Vogue and various donors of on-path exercise equipment, to be recruited in the near future.

**Fiscal Impact & Funding Sources:**

LFSAZ	\$50,000.00
Cochise County	\$60,301.11
<u>Donors</u>	<u>\$6,000.00</u> (for exercise equipment)
Total Cost:	\$116, 301.11

**Next Steps/Action Items/Follow-up:**

Your approvals are respectfully requested.

**Impact of Not Approving:**

Citizens and residents of the greater Bisbee/Naco area will not improve their health through use of a safe, accessible outdoor walking path.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

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## PRIMARY GRANT

Primary Grantor:

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

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



Legacy Foundation of Southeast Arizona

Promoting Population Health and Community Wellness Throughout Southeast Arizona

December 2, 2018

Dear Judy,

On behalf of the Board of Directors of the Legacy Foundation of Southeast Arizona (the Foundation), I am pleased to inform you that grant funding totaling \$50,000 has been given approval for the Bisbee/Naco Community Activity Path Project. It is mutually understood and agreed that this funding will be used specifically for this Project. The Foundation is proud to be a participant in this Program because it is in alignment with the Foundation's charitable mission. The grant is subject to the Legacy Foundation's requirements and your organization's execution of this Grant Agreement. Your acceptance of this grant and this executed Grant Agreement will constitute your agreement with these requirements.

Once you have reviewed the enclosed Grant Agreement, please sign and return it to the Foundation to acknowledge your agreement with all of the grant funding terms and conditions. You can either mail the agreement to our office or email it to [becky.smyth@lfsaz.org](mailto:becky.smyth@lfsaz.org).

We are impressed with the work of Cochise County Health and Social Services, and congratulate you on your leadership and commitment to this Program. We look forward to working with you in making this project a complete success for the benefit of the community served.

Sincerely,

Margaret Hepburn, RN, MS, FACHE  
Chief Executive Officer

Enclosure:

1. Grant Agreement

*PO Box 1089, Sierra Vista, AZ. 85636  
Phone 520-335-6015 Fax 520-335-8566*

## **GRANT AGREEMENT**

### **GRANT TERM**

The grant funding period for this grant is 1 year, as represented in the grant application, commencing on the date the check is issued, and is restricted for the Bisbee/Naco Community Activity Path Project.

### **REPORTING**

As a condition of the grant, you are required to:

1. Provide interim reports and a final report at the end of the project.

The types of items you should include in these reports are:

1. Detailed information on how the grant funds were used.
2. The Financial status of the project and your organization.
3. Client statistics, including how the grant improved the lives of the clients.
4. Performance related to the stated goals in the grant application.
5. Accomplishments, challenges and community impact of the project identified in your application.
6. Course corrections taken.
7. Statements from your staff and/or clients regarding their observations and evaluations of the accomplishments and community impact of the project.
8. Future plans regarding the project and your organization.

Upon request, the Foundation will be pleased to assist you in identifying the key elements and format for the report.

From time to time, the Foundation may request such additional information as we believe is necessary or appropriate. You may be asked to present an in-person report to the Legacy Foundation of Southeast Arizona's Philanthropy Committee or the full Board of Directors.

### **SITE VISITS**

Throughout the term of the grant, periodic site visits by Directors of the Legacy Foundation of Southeastern Arizona may be scheduled.

### **PUBLICITY AND COMMUNICATION**

The Foundation, if it chooses to do so, may:

1. Make public disclosure of the amount and purpose of the grant and the identity of your organization as the recipient.
2. Request Program event notices and reports during the grant funding period and request to be included in your mailing and event invitation lists.
3. Ask that the Foundation have the opportunity to periodically have a representative attend Program-related meetings and events.
4. Require that any external communications and publicity relating to the Program must include a standard public statement such as the following or another mutually agreeable similar statement:

*"This [Program name] is funded as a result of generous financial support from the Legacy Foundation of Southeast Arizona, which is an Arizona charitable organization whose philanthropic mission is to promote population health and community wellness throughout Southeast Arizona."*

5. Require any public news releases or printed materials that include the name of the Foundation in stated text which would deviate materially from this sample standard public statement must be reviewed and approved by the Foundation prior to submission to the media or printer. Also; it is requested of the Program to provide the Foundation with copies of all Program-related news releases, media, articles, newsletters and brochures.

No principal/agent, partnership, or joint venture relationship is created by this grant or otherwise, nor should any be implied in the news releases or otherwise.

### **GRANT FUNDING CONDITIONS**

1. It is mutually understood and agreed that your organization will give the Foundation prompt written notice of any material change in the Program and that grant funding will be utilized and restricted for the sole purpose of funding the Program for which the Foundation Board has given its approval. Furthermore, you represent to the Foundation that the Program is in alignment with the purpose of your organization as stated in its Articles of Incorporation and Bylaws, that there are no applicable restrictions to those documents, and that you will provide to the Foundation (on request) copies of those

documents with all current amendments, if any. Any portion of the grant funding that is not used for the restricted purposes (or which is used at any time to directly or indirectly support, sustain, or benefit any purposes other than those listed in your grant application without Foundation written approval to do so) must be remitted back to the Foundation.

2. None of the grant funding is to be used for any private benefit, lobbying or political campaign purposes.

3. The grant is being made on the condition that your organization is a tax-exempt organization pursuant to Internal Revenue Code Section 501, or is a government entity, or another tax-exempt charitable, educational or relief organizations and that your organization will immediately notify and consult with the Foundation if the tax status of your organization or the Program changes. It is further understood that this funding is contingent on your organization remaining as the sponsor of the Program and that any proposed change in such sponsor must be approved by the Foundation.

4. Any unused portion of the grant funding will be withdrawn if at any time your organization's public charity status with IRS is terminated and may be withdrawn at the discretion of the Foundation if there are any claims, charges, or investigations of alleged fraud, misrepresentation, crime or regulatory infraction pertaining to the Program, your organization or its principals or affiliates.

5. As a condition of this grant, you agree that you will maintain adequate books and records relating to the Program and that the Foundation will have the right to inspect them upon reasonable notice.

6. Your organization is required to purchase and maintain at all times appropriate levels of Property/Casualty, Premises and General Liability, and Director's & Officers Liability Insurance coverage and provide evidence of such insurance (upon request) to the Foundation.

7. This document constitutes the entire Foundation Grant Agreement with your organization as to its subject matter and any modifications must be in writing signed by an authorized representative of each of the parties.

**PAYMENT TERMS:**

Once the signed grant agreement letter is returned to the Foundation and all of the due diligence and other requested documentation is received, reviewed and approved by the Foundation, the grant funding will be issued as specified in this agreement.


- \$50,000 to be paid in full on January 17<sup>th</sup>, 2019

Agreed and Approved:

Cochise County Health and Services, Inc.

Signed by an officer of the grantee duly authorized by its Board to sign this agreement.

By: CARRIE LANGLEY  
Print Name

  
Signature

DIRECTOR, CHSS  
Title

12/26/18  
Date

Margaret Hepburn, RN, MS, FACHE  
Chief Executive Officer

\_\_\_\_\_  
Signature

Legacy Foundation of Southeast Arizona

\_\_\_\_\_  
Date

