



Cochise County Board of Supervisors

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PEGGY JUDD
Chairman
District 3

ANN ENGLISH
Vice-Chairman
District 2

THOMAS E. BORER
Supervisor
District 1

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, July 23, 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.

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of July 9, 2019.
2. Approve an application for a Temporary Extension of Premises liquor license submitted by Mr. Keith Wilson for American Legion #52 located at 12 Theatre Drive, Sierra Vista, AZ 85635 on July 3, 2019, for the American Legion Riders ALR Post 52 15th Annual Bikefest & Centennial Celebration.
3. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2019-20 Fiscal Year and approve continuing annual memberships for 2019-20, with payment of associated dues as described herein.

County Assessor

4. Accept the Assessor's recommendation to approve the attached list of seventy-four 2019 property tax exemption applications that qualify for the exemption, but were filed with the Assessor after the statutory filing deadline of March 1, 2019.

Court Administration

5. Approve Fiscal Year 2019-2020 Court Security Improvements funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2019 through June 30, 2020 in the amount of \$9,000.

Finance

6. Approve demands and budget amendments for operating transfers.

Human Resources

7. Approve the appointments of Ms. Mary Gomez and Mr. Jim Vlahovich to the Cochise County Merit Commission commencing August 1, 2019 and ending March 22, 2020 to complete unexpired terms due to resignations.

PUBLIC HEARINGS

Board of Supervisors

8. Approve a new series #12 (restaurant) liquor license application submitted by Mr. Bobby Eugene Douglas, for Chuckwagon Grill & Saloon, located at 7216 S. Hwy. 92, Hereford, AZ 85615.

ACTION

County Attorney

9. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-20-021 in the amount of \$152,218, between the Arizona Criminal Justice Commission (ACJC) and Cochise County, effective July 1, 2019 through June 30, 2020.

County Schools

10. Approve levy for cash deficit correction for Benson, Douglas and Sierra Vista Unified School Districts prior to adopting tax rates on August 19, 2019.

County Sheriff

11. Approve Arizona Criminal Justice Commission (ACJC) Grant No. DC-20-003 to fund overtime for the Sheriff's Office Special Operations Division in support of narcotics and smuggling investigations, effective July 1, 2019 through June 30, 2020, in the amount of \$122,971.

Court Administration

12. Approve Fiscal Year 2019-2020 Court Appointed Special Advocate (CASA) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2019 through June 30, 2020, in the amount of \$116,850.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

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) 432-9832, FAX (520) 432-9758, TDD (520) 432-8360, 1415 Melody Lane, Building C, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

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

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Minutes

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 July 9, 2019.

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

Demands

Demands 7/3/2019
 Date Range 06/21/19-07/04/19
 Warrant Range 34341-34581

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34341	06/27/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	5,130.00
34342	06/27/2019	AlphaGraphics	0700 - Clerk of the Superior Court	100 General Fund	166.25
34343	06/27/2019	Amazon.com LLC	8000 - County Library District	171 County Library	258.57
34343	06/27/2019	Amazon.com LLC	8000 - County Library District	175 Friends of Library	17.65
34344	06/27/2019	American Inspection and Test, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	760.00
34345	06/27/2019	Anderson, Steven James	0810 - Court Administration	549 Probate Fees	250.00
34346	06/27/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	3,339.62
34346	06/27/2019	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	994.32
34347	06/27/2019	Arizona State Forestry Division	4010 - Highway Dept Administration	261 Flood Control Distric	12,829.25
34348	06/27/2019	Arizona State Hospital	1600 - Finance	100 General Fund	1,498.00
34349	06/27/2019	Arizona State Prison Complex	2100 - Facilities Management	400 County Capital Projects	40,452.74
34349	06/27/2019	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	1,443.48
34350	06/27/2019	Arizona Supreme Court	1100 - Adult Probation	147 Adult Probation Svcs Fee	394.69
34351	06/27/2019	Arizona Town Hall	0100 - Board of Supervisors	100 General Fund	200.00
34352	06/27/2019	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	241.33
34353	06/27/2019	Auto Safety House	1750 - Fleet Management	109 Fleet Management	348.40
34354	06/27/2019	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	266.64
34355	06/27/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	206.59
34356	06/27/2019	Baker, Peterson, Baker & Associates, Inc.	4010 - Highway Dept Administration	261 Flood Control Distric	4,000.00
34357	06/27/2019	Barnett's Towing & Oxygen LLC	1750 - Fleet Management	109 Fleet Management	212.50
34358	06/27/2019	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,082.11
34358	06/27/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	355.08
34358	06/27/2019	Bisbee Napa	2100 - Facilities Management	100 General Fund	1,218.77
34359	06/27/2019	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	47.00
34360	06/27/2019	Boostrom, Karen	0100 - Board of Supervisors	100 General Fund	200.00
34361	06/27/2019	Cable One	2100 - Facilities Management	100 General Fund	89.52
34362	06/27/2019	Cardinal Health Inc.	5000 - Health Dept	237 Health S.T.D. Grant	0.38
34363	06/27/2019	Catholic Community Services Southern Arizona, Inc.	0810 - Court Administration	100 General Fund	952.34
34364	06/27/2019	CDW LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	2,755.58
34365	06/27/2019	CenturyLink Communications	0700 - Clerk of the Superior Court	100 General Fund	316.50
34365	06/27/2019	CenturyLink Communications	1100 - Adult Probation	100 General Fund	136.12
34365	06/27/2019	CenturyLink Communications	1750 - Fleet Management	109 Fleet Management	31.75
34365	06/27/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	31.63
34365	06/27/2019	CenturyLink Communications	5000 - Health Dept	100 General Fund	39.50
34365	06/27/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	472.31
34366	06/27/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	230.36
34367	06/27/2019	Circle K Stores, Inc. - Benson	0930 - Justice Court 3	100 General Fund	29.50
34368	06/27/2019	City of Sierra Vista	0100 - Board of Supervisors	100 General Fund	489.73
34369	06/27/2019	Cochise County JP#3 - Petty Cash	0930 - Justice Court 3	100 General Fund	10.00
34370	06/27/2019	Cochise County Justice Court #5	0950 - Justice Court 5	100 General Fund	50.63
34371	06/27/2019	Cochise County Solid Waste - Petty Cash	7000 - Solid Waste	505 Solid Waste	122.53
34372	06/27/2019	Cochise Lock and Safe, Inc.	0810 - Court Administration	100 General Fund	120.00
34373	06/27/2019	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	92,885.00
34374	06/27/2019	Cochise Supplies, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	73.32
34375	06/27/2019	Complete Aviation Fuel Systems	2100 - Facilities Management	105 Bisbee/Douglas Airport	2,960.53
34376	06/27/2019	Copygraphix Inc.	0700 - Clerk of the Superior Court	100 General Fund	96.10
34377	06/27/2019	DeFord, Andy	4010 - Highway Dept Administration	251 Highway Fund	100.00
34378	06/27/2019	Douglas, City of	5000 - Health Dept	243 Immunization Program	322.01
34379	06/27/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	852.41
34380	06/27/2019	Environmental Systems Research Institute, Inc ESRI	1800 - IT/Communications	100 General Fund	12,564.54
34381	06/27/2019	Ergon Asphalt & Emulsions, Inc.	4010 - Highway Dept Administration	251 Highway Fund	149,881.63
34382	06/27/2019	ExhibitOne Corporation	0810 - Court Administration	100 General Fund	213,454.46
34383	06/27/2019	Faccio, Jason	7000 - Solid Waste	505 Solid Waste	100.00
34384	06/27/2019	Farmer Mansour, Brooke	0950 - Justice Court 5	100 General Fund	83.60
34385	06/27/2019	Fry Fire District	5000 - Health Dept	243 Immunization Program	810.26
34386	06/27/2019	Goodmans, Inc.	2100 - Facilities Management	400 County Capital Projects	339,440.80
34387	06/27/2019	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	510.00
34388	06/27/2019	Instrument Development Corporation	7000 - Solid Waste	502 Landfill Closures	271.75
34389	06/27/2019	Jamieson, Jamie	5000 - Health Dept	243 Immunization Program	155.61
34390	06/27/2019	Jimenez, Elizabeth Sarah	1200 - Juvenile Court Services	100 General Fund	811.55
34391	06/27/2019	Kelly, Peter A.	1310 - Indigent Defense Coordinator	100 General Fund	10,194.33
34392	06/27/2019	Killer Bee Honey LLC	2100 - Facilities Management	105 Bisbee/Douglas Airport	1,900.00
34393	06/27/2019	Law Office of Sarah Michele Martin	1310 - Indigent Defense Coordinator	100 General Fund	9,000.00
34394	06/27/2019	Lopez, Edward E.	0100 - Board of Supervisors	100 General Fund	200.00
34395	06/27/2019	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	40.49
34395	06/27/2019	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	31.33

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34396	06/27/2019	Mascott Equipment Co.	2100 - Facilities Management	105 Bisbee/Douglas Airport	1,600.45
34397	06/27/2019	McGowan, Mark J.	1310 - Indigent Defense Coordinator	100 General Fund	8,800.00
34398	06/27/2019	Merck Sharp & Dohme Corp.	5000 - Health Dept	243 Immunization Program	36,918.86
34399	06/27/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	313.48
34400	06/27/2019	MGT OF AMERICA CONSULTING, LLC	1600 - Finance	100 General Fund	2,558.00
34401	06/27/2019	Mitchell, Victoria	0810 - Court Administration	100 General Fund	282.88
34402	06/27/2019	NCS Pearson, Inc.	1200 - Juvenile Court Services	581 JCRF Planning Grant	197.00
34403	06/27/2019	Kimberly B. Ohl	5000 - Health Dept	243 Immunization Program	534.17
34404	06/27/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	1,483.15
34404	06/27/2019	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	900.59
34405	06/27/2019	Premier Alliances, Inc.	1900 - Development Services	100 General Fund	853.60
34406	06/27/2019	PrevenTronics	0810 - Court Administration	100 General Fund	24,546.45
34407	06/27/2019	PrevenTronics	0810 - Court Administration	100 General Fund	22,650.82
34408	06/27/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	157.32
34408	06/27/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	148.79
34409	06/27/2019	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	657.35
34410	06/27/2019	Qqest Asset Management, LLC - Manager Plus	2100 - Facilities Management	400 County Capital Projects	13,976.99
34411	06/27/2019	ROCK' N U	2100 - Facilities Management	105 Bisbee/Douglas Airport	3,416.00
34412	06/27/2019	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,893.45
34413	06/27/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	202.86
34414	06/27/2019	San Diego Police Equipment Co	0810 - Court Administration	100 General Fund	458.36
34415	06/27/2019	Schasteen, Steve	4010 - Highway Dept Administration	251 Highway Fund	50.00
34416	06/27/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	476.00
34417	06/27/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	13,318.35
34417	06/27/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	11,231.82
34418	06/27/2019	Smith, Brian	4010 - Highway Dept Administration	251 Highway Fund	95.00
34419	06/27/2019	Southern Arizona Auto Co. of Douglas	1750 - Fleet Management	100 General Fund	798.60
34420	06/27/2019	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	106.51
34421	06/27/2019	Sparkletts	0100 - Board of Supervisors	100 General Fund	89.23
34421	06/27/2019	Sparkletts	1800 - IT/Communications	100 General Fund	139.94
34421	06/27/2019	Sparkletts	8000 - County Library District	171 County Library	40.17
34422	06/27/2019	Stamback Septic Service	2100 - Facilities Management	100 General Fund	201.59
34423	06/27/2019	Stan's Fence Co., Inc.	7000 - Solid Waste	505 Solid Waste	570.39
34424	06/27/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	1,288.40
34424	06/27/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,213.73
34425	06/27/2019	Sundance Engravers	0810 - Court Administration	100 General Fund	95.70
34426	06/27/2019	Sunsites-Pearce Fire District	5000 - Health Dept	243 Immunization Program	531.54
34427	06/27/2019	Supplemental Health Care	1200 - Juvenile Court Services	100 General Fund	4,456.00
34428	06/27/2019	Taylor, Sasha A.	0100 - Board of Supervisors	100 General Fund	85.39
34429	06/27/2019	Thomson West	0810 - Court Administration	151 Law Library	173.17
34430	06/27/2019	Thomson West	0810 - Court Administration	151 Law Library	173.17
34431	06/27/2019	TRAK Engineering, Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	8,508.06
34432	06/27/2019	Trane U.S. Inc.	2100 - Facilities Management	100 General Fund	3,153.35
34433	06/27/2019	Trumbull Software Associates, Inc.	5000 - Health Dept	100 General Fund	450.00
34434	06/27/2019	Valley Telephone Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	298.17
34434	06/27/2019	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	201.37
34435	06/27/2019	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	1,862.85
34436	06/27/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	2,012.95
34437	06/27/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	2,029.10
34438	06/27/2019	West Press	2200 - Human Resources	100 General Fund	58.27
34439	06/27/2019	Wick Communications	0100 - Board of Supervisors	100 General Fund	439.11
34440	06/27/2019	Williams, Ryan	1900 - Development Services	100 General Fund	559.00
34441	06/27/2019	WIST Office Products Co	1200 - Juvenile Court Services	155 Diversion Intake	5,970.84
34442	06/27/2019	YRC Freight	1710 - Heavy Fleet Management	600 Heavy Fleet Management	668.33
34443	06/27/2019	Chiricahua Community Health Centers, INC	1200 - Juvenile Court Services	100 General Fund	177.58
34444	06/27/2019	Chuar LLC	0200 - Treasurer	100 General Fund	5,036.63
34445	06/27/2019	Cochise County BOS - Petty Cash	0100 - Board of Supervisors	100 General Fund	765.00
34446	06/27/2019	Jefferson County, Colorado	8000 - County Library District	171 County Library	19.99
34447	06/27/2019	Lopez, Daniel Josue	1200 - Juvenile Court Services	100 General Fund	5.00
34448	06/27/2019	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	3,891.06
34449	06/27/2019	Pre-paid Legal Services, Inc. dba LegalShield	1600 - Finance	110 Payroll Clearing Fund	6,050.90
34450	07/01/2019	Quality Carpet & Tile	2100 - Facilities Management	400 County Capital Projects	25,000.00
34451	07/03/2019	A&R Fire Protection LLC	2100 - Facilities Management	400 County Capital Projects	24,690.00
34452	07/03/2019	A+ Language Services	0600 - County Attorney	124 Attrny Anti-Racketeering	166.00
34453	07/03/2019	A-1 Glass & Screen	2100 - Facilities Management	100 General Fund	558.22
34454	07/03/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	2,850.00
34455	07/03/2019	Address Data Services, Inc.	0700 - Clerk of the Superior Court	100 General Fund	625.00
34456	07/03/2019	Amazon.com LLC	8000 - County Library District	171 County Library	20.09
34457	07/03/2019	Apache Elementary School	9000 - School Superintendent	276 School Fund	23,167.79
34458	07/03/2019	Arizona Bag Company, LLC	4010 - Highway Dept Administration	261 Flood Control Distric	2,178.40

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34459	07/03/2019	Arizona City/County Management Association (ACMA)	0100 - Board of Supervisors	100 General Fund	674.80
34460	07/03/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	192.00
34460	07/03/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	612.26
34461	07/03/2019	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	102.00
34462	07/03/2019	Arizona Emergency Products, Inc.	1750 - Fleet Management	109 Fleet Management	16,821.64
34463	07/03/2019	Arizona Health, LLC	5000 - Health Dept	249 Tobacco Education Grant	1,970.00
34464	07/03/2019	Arizona Justice of the Peace Association	0960 - Justice Court 6	100 General Fund	190.00
34465	07/03/2019	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	176.94
34466	07/03/2019	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	149.44
34467	07/03/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	36,692.31
34467	07/03/2019	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	6,886.47
34467	07/03/2019	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	1,948.25
34468	07/03/2019	Arizona Water Company	2100 - Facilities Management	100 General Fund	3,275.76
34469	07/03/2019	Ash Creek Elementary School District	9000 - School Superintendent	276 School Fund	5,314.96
34470	07/03/2019	Athens Technical Specialists, Inc. (ATSI)	3000 - Sheriff	570 GIITEM	12,051.92
34471	07/03/2019	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	3,706.00
34472	07/03/2019	Auletta, Susan P	0810 - Court Administration	100 General Fund	650.00
34473	07/03/2019	Azam, Syed T.	5000 - Health Dept	100 General Fund	750.00
34473	07/03/2019	Azam, Syed T.	5000 - Health Dept	234 TB Control	500.00
34474	07/03/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	117.33
34474	07/03/2019	Baker & Taylor, LLC	8000 - County Library District	175 Friends of Library	96.42
34475	07/03/2019	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	1,155.02
34476	07/03/2019	Benson, City of	4010 - Highway Dept Administration	251 Highway Fund	445.71
34477	07/03/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	46.02
34477	07/03/2019	Bisbee Napa	2100 - Facilities Management	100 General Fund	195.78
34478	07/03/2019	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	90.96
34478	07/03/2019	Bowie Water Improvement District	4010 - Highway Dept Administration	251 Highway Fund	47.72
34479	07/03/2019	C Foster Resources LLC dba CFR LLC	5000 - Health Dept	243 Immunization Program	1,552.55
34480	07/03/2019	C&S Sweeping Services, Inc	4010 - Highway Dept Administration	251 Highway Fund	11,826.00
34481	07/03/2019	Campbell, Lynn	1900 - Development Services	100 General Fund	235.00
34482	07/03/2019	Center for Disease Detection, LLC	5000 - Health Dept	237 Health S.T.D. Grant	28.00
34483	07/03/2019	CenturyLink Communications	8000 - County Library District	171 County Library	1,459.09
34484	07/03/2019	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	65.24
34484	07/03/2019	CenturyLink Communications	0600 - County Attorney	100 General Fund	81.24
34484	07/03/2019	CenturyLink Communications	0600 - County Attorney	124 Attnry Anti-Racketeering	81.24
34484	07/03/2019	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	301.92
34484	07/03/2019	CenturyLink Communications	2100 - Facilities Management	100 General Fund	99.37
34484	07/03/2019	CenturyLink Communications	2100 - Facilities Management	105 Bisbee/Douglas Airport	168.05
34484	07/03/2019	CenturyLink Communications	3000 - Sheriff	100 General Fund	588.54
34484	07/03/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	63.69
34484	07/03/2019	CenturyLink Communications	5000 - Health Dept	100 General Fund	71.13
34484	07/03/2019	CenturyLink Communications	5000 - Health Dept	243 Immunization Program	110.88
34484	07/03/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	157.73
34484	07/03/2019	CenturyLink Communications	9000 - School Superintendent	100 General Fund	7.96
34485	07/03/2019	Cerendipitees	0600 - County Attorney	100 General Fund	174.03
34486	07/03/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	236.99
34487	07/03/2019	Cintas Fire Protection	2100 - Facilities Management	100 General Fund	8,969.91
34488	07/03/2019	City of Bisbee	1900 - Development Services	100 General Fund	5,337.85
34489	07/03/2019	City of Sierra Vista	5000 - Health Dept	243 Immunization Program	7,756.57
34490	07/03/2019	Cochise County Fire Chief's Association	3000 - Sheriff	100 General Fund	50.00
34491	07/03/2019	Cochise County Justice Court #4	0940 - Justice Court 4	100 General Fund	4.65
34492	07/03/2019	Cochise County Sub-Regional EMS Council (CCEMS)	3000 - Sheriff	100 General Fund	50.00
34493	07/03/2019	Cochise Family Advocacy Center	0600 - County Attorney	100 General Fund	4,425.00
34494	07/03/2019	Concentra Medical Centers	3000 - Sheriff	100 General Fund	205.50
34495	07/03/2019	Copygraphix Inc.	1300 - Public Defender	100 General Fund	162.40
34496	07/03/2019	Covertrack Group Inc.	3000 - Sheriff	202 HIDTA	777.96
34497	07/03/2019	Cratsenburg, Diane	4010 - Highway Dept Administration	261 Flood Control Distric	102.00
34498	07/03/2019	Culligan of Tucson	0600 - County Attorney	100 General Fund	241.21
34498	07/03/2019	Culligan of Tucson	0810 - Court Administration	100 General Fund	292.45
34498	07/03/2019	Culligan of Tucson	0810 - Court Administration	161 Local Court Assist Fund	38.86
34499	07/03/2019	Deneke, Buffy	0810 - Court Administration	100 General Fund	35.00
34500	07/03/2019	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfare	67.63
34501	07/03/2019	Douglas, City of	5000 - Health Dept	243 Immunization Program	273.42
34502	07/03/2019	EBSCO Subscription Service	8000 - County Library District	171 County Library	4,534.65
34503	07/03/2019	Encyclopaedia Britannica, Inc.	8000 - County Library District	171 County Library	779.54
34504	07/03/2019	English, Ann S.	0100 - Board of Supervisors	100 General Fund	969.25
34505	07/03/2019	Ennis Paint, Inc.	4010 - Highway Dept Administration	251 Highway Fund	49,926.31
34506	07/03/2019	EnvisionWare, Inc.	8000 - County Library District	171 County Library	1,011.53
34507	07/03/2019	Federal Express Corporation	3000 - Sheriff	100 General Fund	61.69
34508	07/03/2019	Federal Resources Supply Company	5000 - Health Dept	100 General Fund	2,269.63

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34509	07/03/2019	Fry Fire District	3000 - Sheriff	100 General Fund	738.53
34509	07/03/2019	Fry Fire District	5000 - Health Dept	243 Immunization Program	995.38
34510	07/03/2019	Fuller, Valerie	4010 - Highway Dept Administration	261 Flood Control Distric	100.00
34511	07/03/2019	Galyon, Scott	4010 - Highway Dept Administration	251 Highway Fund	100.00
34512	07/03/2019	Gasper, Jo Ann	0810 - Court Administration	100 General Fund	16.82
34513	07/03/2019	Healthcare Innovations, Inc.	5000 - Health Dept	243 Immunization Program	2,698.06
34514	07/03/2019	Honeman, Van G.	0600 - County Attorney	124 Attrny Anti-Racketeering	28.00
34515	07/03/2019	Hubble, Anthony D	0810 - Court Administration	549 Probate Fees	250.00
34516	07/03/2019	Rosendo Anchondo Ibarra	0940 - Justice Court 4	100 General Fund	40.00
34517	07/03/2019	Judd, Peggy S.	0100 - Board of Supervisors	100 General Fund	937.28
34518	07/03/2019	KE&G Construction Inc.	4010 - Highway Dept Administration	251 Highway Fund	9,348.10
34519	07/03/2019	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	6,112.85
34520	07/03/2019	Kuttner, Ludwig G.	0100 - Board of Supervisors	100 General Fund	22.04
34521	07/03/2019	La Quinta Motor Inn-Phoenix	3000 - Sheriff	100 General Fund	318.62
34522	07/03/2019	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	98.00
34523	07/03/2019	Long, Jerrod D. DDS	5000 - Health Dept	100 General Fund	735.00
34524	07/03/2019	Merck Sharp & Dohme Corp.	5000 - Health Dept	243 Immunization Program	64,608.00
34525	07/03/2019	MME Consulting Services LLC	1300 - Public Defender	104 Aid to Indigent Defense	37.50
34526	07/03/2019	Mundt, Lester Eugene	0810 - Court Administration	100 General Fund	15.08
34527	07/03/2019	National Council for Behavioral Health	5000 - Health Dept	221 Public Health Accreditation	1,724.16
34528	07/03/2019	Neurological Associates of Tucson	5000 - Health Dept	100 General Fund	219.31
34529	07/03/2019	Northern Cochise Community Hospital, Inc.	5000 - Health Dept	100 General Fund	374.03
34530	07/03/2019	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	30.00
34531	07/03/2019	Old Bisbee Enterprises	2100 - Facilities Management	400 County Capital Projects	4,805.00
34532	07/03/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	393.99
34532	07/03/2019	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	908.72
34533	07/03/2019	Palominas Public School District #49	9000 - School Superintendent	276 School Fund	2,530.94
34534	07/03/2019	Petropolis, Angelo, MD PLLC	5000 - Health Dept	100 General Fund	48.68
34535	07/03/2019	Pima County	5000 - Health Dept	100 General Fund	87,500.00
34536	07/03/2019	Pitvner Bowes, Inc.	2100 - Facilities Management	100 General Fund	241.67
34537	07/03/2019	PrevenTronics	0810 - Court Administration	100 General Fund	69,723.80
34538	07/03/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	9.94
34539	07/03/2019	Pueblo del Sol Water Company	4010 - Highway Dept Administration	251 Highway Fund	331.88
34540	07/03/2019	Relda LLC dba Dermatec	3000 - Sheriff	100 General Fund	961.99
34541	07/03/2019	RMIN, Inc	3000 - Sheriff	100 General Fund	250.00
34542	07/03/2019	Schlesinger, Aaron	0600 - County Attorney	124 Attrny Anti-Racketeering	49.00
34542	07/03/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	2,297.20
34543	07/03/2019	Schrock, Laird	0100 - Board of Supervisors	100 General Fund	200.00
34544	07/03/2019	Securus Technologies, Inc	3000 - Sheriff	208 Sheriff Inmate Welfare	2,553.73
34545	07/03/2019	Sheftel Associates Dermatology	1300 - Public Defender	100 General Fund	35.00
34546	07/03/2019	Smith, Brian	4010 - Highway Dept Administration	251 Highway Fund	77.79
34547	07/03/2019	SourceHOV	0300 - Assessor	100 General Fund	3,382.47
34548	07/03/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	115.85
34548	07/03/2019	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	143.05
34549	07/03/2019	Southwest Hazard Control Incorporated	4010 - Highway Dept Administration	251 Highway Fund	1,200.00
34550	07/03/2019	Sparkletts	0500 - Elections	100 General Fund	164.12
34550	07/03/2019	Sparkletts	1300 - Public Defender	100 General Fund	83.05
34550	07/03/2019	Sparkletts	1900 - Development Services	100 General Fund	167.35
34550	07/03/2019	Sparkletts	2100 - Facilities Management	100 General Fund	331.06
34550	07/03/2019	Sparkletts	9000 - School Superintendent	100 General Fund	49.60
34551	07/03/2019	Sparkletts	0910 - Justice Court 1	311 JP 1 Enhancement Fund	124.50
34552	07/03/2019	Stamback Septic Service	2100 - Facilities Management	100 General Fund	553.18
34553	07/03/2019	Stan Greer Millworks	0810 - Court Administration	100 General Fund	12,029.00
34554	07/03/2019	Stericycle Inc.	3000 - Sheriff	100 General Fund	1,304.70
34554	07/03/2019	Stericycle Inc.	5000 - Health Dept	100 General Fund	825.11
34555	07/03/2019	Stockford, Barbara H.	1600 - Finance	100 General Fund	3,157.00
34556	07/03/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	500.00
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	5,040.20
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	468.75
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	240.21
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	8000 - County Library District	171 County Library	119.33
34558	07/03/2019	Sune D14 Misc-A Holdings, LLC	2100 - Facilities Management	100 General Fund	11,444.87
34559	07/03/2019	Tadeo Chevron	3000 - Sheriff	100 General Fund	15.00
34560	07/03/2019	Tecta America Corp	2100 - Facilities Management	400 County Capital Projects	29,746.96
34561	07/03/2019	Templeman, Douglas D	0810 - Court Administration	100 General Fund	30.16
34562	07/03/2019	TransUnion Risk and Alternative Data Solutions	1300 - Public Defender	100 General Fund	120.00
34562	07/03/2019	TransUnion Risk and Alternative Data Solutions	1350 - Legal Defender	100 General Fund	109.60
34563	07/03/2019	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	173.29
34564	07/03/2019	Tucson's Map & Flag Center	2100 - Facilities Management	100 General Fund	1,643.28
34565	07/03/2019	VCA Apache Animal Hospital	3000 - Sheriff	100 General Fund	89.12

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34566	07/03/2019	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	1,877.97
34567	07/03/2019	W W Grainger Inc	2100 - Facilities Management	100 General Fund	7,107.62
34568	07/03/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	820.28
34568	07/03/2019	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	2,341.53
34569	07/03/2019	West Press	3000 - Sheriff	100 General Fund	69.81
34570	07/03/2019	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	500.00
34571	07/03/2019	Wick Communications	0100 - Board of Supervisors	100 General Fund	135.38
34571	07/03/2019	Wick Communications	0600 - County Attorney	124 Attrny Anti-Racketeering	29.50
34572	07/03/2019	Wick Communications	1900 - Development Services	100 General Fund	85.10
34573	07/03/2019	WIST Office Products Co	0600 - County Attorney	100 General Fund	287.73
34573	07/03/2019	WIST Office Products Co	0600 - County Attorney	124 Attrny Anti-Racketeering	246.27
34574	07/03/2019	Cochise County Clerk of Superior Court	0700 - Clerk of the Superior Court	100 General Fund	78,534.12
34575	07/03/2019	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	1,149.83
34575	07/03/2019	Cochise County Sheriff's Department	3000 - Sheriff	203 Jail Enhancement	875.00
34576	07/03/2019	US District Court	0600 - County Attorney	124 Attrny Anti-Racketeering	39.00
34577	07/03/2019	Becker, Grace	0910 - Justice Court 1	100 General Fund	90.33
34578	07/03/2019	Cochise County Highway & Floodplain Department	0910 - Justice Court 1	100 General Fund	138.00
34579	07/03/2019	Earhart Equipment Corporation	0600 - County Attorney	131 Attorney Diversion	2,400.00
34580	07/03/2019	Sierra Service Center	0950 - Justice Court 5	100 General Fund	56.57
34581	07/03/2019	Walmart	0950 - Justice Court 5	100 General Fund	9.98
					1,831,771.71

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Temporary Extension of Premises Liquor License for American Legion #52

Submitted By: Melissa Tucker, 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 an application for a Temporary Extension of Premises liquor license submitted by Mr. Keith Wilson for American Legion #52 located at 12 Theatre Drive, Sierra Vista, AZ 85635 on July 3, 2019, for the American Legion Riders ALR Post 52 15th Annual Bikefest & Centennial Celebration.

Background:

Mr. Wilson has applied for a Temporary Extension of Premises/Patio liquor license for American Legion #52 located at 12 Theatre Drive, Sierra Vista, AZ 85635. The Temporary Extension is for August 10, 2019 for the American Legion Riders ALR Post 52 15th Annual Bikefest & Centennial Celebration. The Sheriff's Office has no recommendation and Development Services has recommended approval of the application and will notify the applicant that he will be required to obtain the proper permits prior to the temporary event.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to serve liquor outside of the established premises.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will forward the Board's decision to the ADLLC.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Department Review Forms



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

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
 OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
 Notice: Allow 30-45 days to process permanent change of premise

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of: 8/10/19 through 8/10/19 list specific purpose for change:

1. Licensee's Name: WILSON KEITH License #: 14020001
Last First Middle

2. Mailing address: 12 THEATER DR SIERRA VISTA AZ 851635
Street City State Zip Code

3. Business Name: The American Legion 502 SIERRA VISTA AZ 851635
Street City State Zip Code

4. Business Address: _____
Street City State Zip Code

5. Email Address: _____

6. Business Phone Number: 520-459-6050 Contact Phone Number: 520-249-6103

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? 8/10/19

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? 6' CHAINLINK FENCE
ARIZONA RANGER AND DOR STAY AT ARMS

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

RECEIVED
 BOARD OF SUPERVISORS
 2019 JUL -3 PM 3:03

Road Closure Map



Google Earth

© 2018 Google
SATELLITE

100 ft

E Theater Dr

EXTENDED PERMITS



AMERICAN LEGION RIDERS



ALR POST 52

15TH ANNUAL BIKEFEST

& CENTENNIAL CELEBRATION

Saturday 10 August 2019

12 Theater Drive Sierra Vista, AZ 85635

THE AMERICAN LEGION



- ❖ Bike Games
- ❖ Bike Trophies for multiple categories
- ❖ 50/50
- ❖ Live Auction
- ❖ DJ MATA in the House all day!
- ❖ Live Band (6-10 pm)
- ❖ Food Vendors all day!

Pre Order Bikefest 100th Anniversary
Commemorative MILSPEC-Wicking shirt!

[SMALL](#)

[MEDIUM](#)

[LARGE](#)

[EXTRA-LARGE](#)

[2XL](#)



(Click hyperlink to pre pay on PayPal or go to Facebook link on this flier for PayPal link; lower left side)

Registration: 0700 to 0900

Last Bike out: 0930

Poker Run:

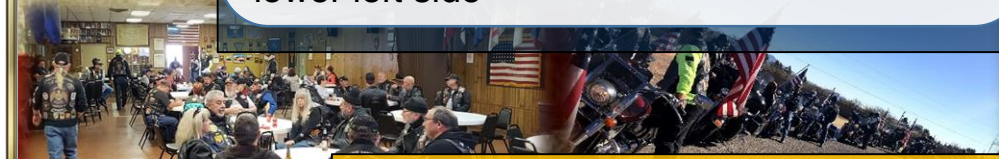
\$15 Single : (Click hyperlink to **pre pay** on PayPal or go to Facebook link on this flier for PayPal link; below



\$20 Couple : (Click hyperlink to **pre pay** on PayPal or go to Facebook link on this flier for PayPal link; below

- ❖ High/Low hand winner
- ❖ All hands in by 1430
- ❖ Additional Poker Run Sheets available for \$5 (limit of 2)
- ❖ **OPEN TO ALL!!**

❖ [Email us about Sponsorships](#)



<https://www.facebook.com/events/399562544136833/>

Email: thealrpost52@gmail.com

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Approval Disapproval by DLLC: _____ Date: ____/____/____

Notary

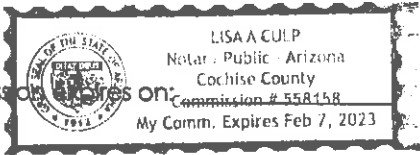
I, (Print Full Name) DAVE SUTHERLAND, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) [Signature]
Controlling Person / Agent

State of Arizona County of Cochise
the foregoing instrument was acknowledged before me this

3rd of July 2019
Day Month Year

My commission expires on:



[Signature]
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is recommended by the local Board of Supervisors, City Council or Designate:

Authorized Signature _____ Title _____ Agency _____ Date _____

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-8200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Keith Wilson Address: 12 Theatre Drive
Business Name: American Legion #52 City/Zip: Sierra Vista 85635
Liquor License #: 14020001 Parcel #: 106-71-127
Ownership Type: LLC Temporary Extension of Premises Special Event Liquor License
Partner(s): None

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant number of incidents at the above location within the Last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval <input type="checkbox"/>	Disapproval <input type="checkbox"/>	No Recommendation <input checked="" type="checkbox"/>
---	-----------------------------------	--------------------------------------	---

Name: Rich Morales Title: Lieutenant
Signature: [Signature] Date: 07/11/19
Contact phone: (520)353-5087 Email: RDMorales@cochise.az.gov

Return completed form with any attachments by: 7/15/2019

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:	
___	Restaurant/Hotel-Motel
___	Club/Government
___	Transfer of Premises

APPLICANT INFORMATION

Applicant Name:	Keith Wilson	Address:	12 Theater Drive
Business Name:	American Legion #52	City/Zip:	Sierra Vista 85635
Liquor License #:	14020001	Parcel #:	106-71-127
Ownership Type:		Temporary Extension of Premises	<input checked="" type="checkbox"/>
Partner(s):		Special Event Liquor License	<input type="checkbox"/>

TO BE COMPLETED BY THE DEVELOPMENT SERVICES DEPARTMENT

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

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

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

Comments: N/A – This application is exempt from the 300-foot rule.

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	MH-72
Use permitted by P&Z?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Permit#:	19-1158
Date Permit Issued:	Pending Issuance	Use Permitted:	Temp Use Event
If use not permitted, is it LNC?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Year LNC Established:	1973

The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

The Planning Department is currently working with the applicant on obtaining the proper permits for the temporary event.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	July 9, 2019
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: _____ 7/15/19

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Approve Board appointments and memberships for FY2019-20

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 Arlethe Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2019-20 Fiscal Year and approve continuing annual memberships for 2019-20, with payment of associated dues as described herein.

Background:

The organizations that the Board approved membership in, for fiscal year 2019-20, appear on the attached listing along with dues amounts (if any). At the same time, the Board is asked to consider renewing or revising its appointments to various committees and boards on which a member of the Board of Supervisors sits.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Committee-Board Assignments

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Approval - 2019 Property Tax Exemptions (Late Filers)

Submitted By: Maureen Bandosz, County Assessor

Department: County Assessor

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Accept the Assessor's recommendation to approve the attached list of seventy-four 2019 property tax exemption applications that qualify for the exemption, but were filed with the Assessor after the statutory filing deadline of March 1, 2019.

Background:

ARS 42-11153B allows the County Board of Supervisors to grant a qualified property tax exemption to a taxpayer who files their exemption after the March 1 filing deadline, but prior to the setting of the tax rate for tax year 2019. See attached copies of late filer list and statute.

Department's Next Steps (if approved):

Upon approval, Assessor will implement property tax exemptions for the 2019 tax roll. Approval will result in a reduction of the County's 2019 net assessed value in the amount of \$270,214.

Impact of NOT Approving/Alternatives:

The seventy-four (74) property owners, per the attached list, would be denied the 2019 property tax exemption.

To BOS Staff: Document Disposition/Follow-Up:

Not applicable.

Attachments

2019 Late Filer Report

Statute 42-11153B

2019 PROPERTY TAX EXEMPTIONS (LATE FILERS)

<u>INDIVIDUAL - NAME</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
AGUILERA SYLVIA	D	102-57-096D	3,965
BOSTON MARTE	D	104-84-005L	3,965
DASCOTTE MELINDA	D	10228111	3,965
DEAN LAWRENCE	D	10482035	3,965
FOSTER DAVID	D	107-69-015H	3,965
FOSTER LEONARD	D	104-31-040H	3,965
FRATES RICHARD	D	106-19-041B	3,965
GALVANO DINA ANN	D	10368005	3,546
GALVANO DINA ANN	D	103-68-005A	419
GRIFFITH FRANCES L	D	10595506	3,965
GUYER CINDY	D	10503219	3,965
HERBST JEFF	D	401-10-101D	2,187
KELLY JOHN	D	20237003	3,965
LENNON BETTE	D	123-47-264A	2,702
LENNON BETTE	D	M1004822	1,263
LENNON PATRICK J	D	123-47-264A	3,965
LIIZARRARAS LISA	D	10662032	3,965
PARRA RAMON	D	409-28-014	3,965
ROMINE DONOVAN L	D	123-23-281	3,965
TEAGUE DORA R	D	M208060001	400
TROWER JERRY	D	12347084	2,545
TROWER JERRY	D	12347579	1,274
VOLL STEPHEN	D	10458059	3,965
WHATLEY PHILLIP	D	107-52-035A	3,965
WRIGHT DANIEL	D	208-37-002D	2,295
YATES GEORGE R	D	10595101	3,965
BARBA KATHLEEN J	D	107-01-104	3,965
HARDEN WALTER	D	106-51-006A	3,965
CANARY RONALD B	R	114-18-365A	3,965
ESCARENO-PAREDES INOCENCIO	R	409-28-85607	2,681
GRIJALVA JORGE H	R	409-12-046	3,394
LEON HECTOR F	R	410-32-200C	3,965
BARNES DEBRA E	W	40753004	3,965
CAZARES EUMELIA E	W	408-27-051	3,965
CORDOVA LOIDA P	W	40903075	3,220
CURLISS FRANCIS K	W	10648017	3,461
DEHAVEN DAWNA D	W	12415199	1,534
DEHAVEN DAWNA D	W	12415249	2,431
DEITERING SANDRA L	W	40337011	3,965
EMSHOFF SHELLY	W	106-56-069D	3,965
FAIRFIELD SUZY	W	12415001	3,627
FORD MARIANNE	W	105-15-021	3,965
FREDETTE CLAIRE M	W	10220079	3,965
GALAZ MERLA	W	408-19-053A	3,010
GARCIA ROSA	W	41019001	3,965
HALLMAN DORENE J	W	10722084	1,156
HALLMAN DORENE J	W	10591154	2,809

2019 PROPERTY TAX EXEMPTIONS (LATE FILERS)

HARVEY-KEMLER LAURA	W	10228051	3,965
HAYNES ANNA	W	10674159	3,965
HELMS MARTHA R	W	10479007	3,965
HOLMQUEST MARILYNN K	W	208-69-406A	3,965
KOR LEN B	W	10768042	2,367
LEOS SANDRA	W	40920117	3,965
LOPEZ FREDDA F	W	10671279	3,965
LOPEZ VALENTINA	W	10723027	3,965
MARLING JOYCE F	W	10648017	3,461
MASTERS SUSAN	W	104-78-003F	3,965
MASUCH KATHRYN	W	121-06-025A	3,965
MELO EMMA R	W	10663080	3,965
MORENO ANA LUZ	W	408-29-029A	3,965
OWEN ROXANN	W	12322046	2,407
OWEN ROXANN	W	123-24-147A	1,558
PELAYO ELVIRA	W	40827119	3,965
RUSSELL JANET	W	20305067	3,965
RUTERMAN JOY SUE	W	107-67-090A	3,516
SCOTT ALESSANDRA	W	VEHICLE ONLY	3,965
SPILLANE ERLENE	W	122-13-004C	3,965
SPROULE REBECCA A	W	41016006	2,431
STRETCH CAROLYN	W	12415098	3,965
VILLANUEVA LUCIA	W	40911003	3,965
WALSH SONIA I	W	40909061	3,965
WROBEL ELSE	W	10659073	3,965

<u>ORGANIZATION - RELIGIOUS</u>	<u>ARS STATUTE</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
SE AZ AREA HEALTH ED CENTER	42-11104	O	201-07-171A	23,715
SE AZ AREA HEALTH ED CENTER	42-11104	O	201-07-195	450

SUMMARY		
ORGANIZATIONS	2	24,165
100% DISABLED	28	91,966
WIDOWERS	4	14,005
WIDOWS	40	140,078
TOTAL ADDITIONAL EXEMPT AMOUNT	74	\$270,214

2019 TOTAL ASSESSED VALUE (12/28/2018 PRIMARY ABSTRACT)	\$1,044,503,302
EXEMPT AMOUNT (12/28/2018 PRIMARY ABSTRACT)	\$103,017,653
2019 NET ASSESSED VALUE (12/28/2018 PRIMARY ABSTRACT)	\$941,485,649
2019 EXEMPT ASSESSED VALUE (LATE FILERS)	\$270,214
2019 AMENDED NET ASSESSED VALUE (PRIMARY)	\$941,215,435

42-11153. Deadline for filing affidavit

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

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

Court Administration

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019
 FY20 Court Security Improvements Funding Agreement
Submitted By: Rita Shipley, Court Administration
Department: Court Administration
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required
NAME of PRESENTER: Rita Shipley
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Rita Shipley
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 Fiscal Year 2019-2020 Court Security Improvements funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2019 through June 30, 2020 in the amount of \$9,000.

Background:

The purpose of the allocation for the Court Security Improvements grant is to purchase three (3) magnetometers for the Courts to improve security by providing a safe and secure environment.

Department's Next Steps (if approved):

Receive AOC funding and work with County Procurement, Finance, and Facilities to purchase and install equipment.

Impact of NOT Approving/Alternatives:

No money to make the improvements and upgrades consistent with the Arizona Supreme Court's Court Security standards.

To BOS Staff: Document Disposition/Follow-Up:

BOS approval only. No signature or additional documents/follow-up needed.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

FY20 Funding Agreement

Grant Approval Form

Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR COURT SECURITY IMPROVEMENTS

Cochise County Superior Court
200200CS01

Fiscal Year 2020

This Agreement is entered into by and between the Arizona Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Superior Court, herein referred to as "the Court," in accordance with A.O. 2017-15 which is incorporated herein by reference.

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Court Security Improvement (CSI) funds for Fiscal Year 2020, as set forth in Addenda A and B which are part of this Agreement.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2019 and shall remain in effect through June 30, 2020.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) the Court's failure to implement or operate the approved plan; (d) the Court's noncompliance with this Agreement; or (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than thirty (30) days prior to the closing date of the grant.

3. FUND ACCOUNTING

Funds distributed to the Court shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III (B) of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Court shall accrue to the fund for use by the Court in accordance with its approved plan.

4. EXPENDITURES

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to the Court for the performance of its approved plan and may authorize direct expenditures for the benefit of the Court. Set forth in Addendum A to this Agreement are the specific amounts to be retained and disbursed by the AOC. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Court's need for and usage of Court Security Improvement Funds.

b. Reporting Requirements. The Court shall submit a progress report to the AOC no later than forty-five days after the end of the grant period and include a financial report along with any unexpended funds and interest in accordance with paragraph 4.c of this funding agreement.

c. **Unexpended Funds.** Funds unencumbered as of June 30, 2020 and unexpended as of July 31, 2020, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Court Security Improvement Fund no later than August 15, 2020. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge.

d. **Inappropriate Expenditures.** The Court shall expend funds only for the purposes and uses specified in the approved plan and budget. The Court agrees to reimburse the Court Security Improvement Fund for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement.

Court Security Improvement Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with Court Security Improvement Funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.

e. **Budget Modifications.** The Court shall not shift funds from, to, or within budgeted categories without prior written authorization from the AOC. All budget modifications shall be in accordance with the current version of Section 5.03, AOC's Policies and Procedures Manual, entitled Budget Control, Budget Modification Policy, a copy of which can be obtained upon request.

f. **Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Court Security Improvement Funds.

If termination is due to failure of the Court to comply with the approved plan, the AOC may require return of equipment and supplies purchased with Court Security Improvement Funds.

5. BOOKS AND RECORDS

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

b. **Program Records and Evaluation.** The AOC plans to monitor and evaluate the Court Security Improvement Fund Program to determine its effectiveness. As a condition of receipt of Court Security Improvement Funds, the Court agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

The Court further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

7. INVENTORY

The Court retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Court may use its existing inventory system but must at a minimum maintain the information required by Supreme Court policies and procedures. See AOC's Policies and Procedures Manual, Section 5.08 for guidance.

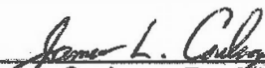
8. USE, LOSS AND DISPOSITION OF EQUIPMENT

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

9. PERFORMANCE LIABILITY

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

Cochise County Superior Court

By 
Honorable James Conlogue, Presiding Judge
Superior Court in Cochise County

ARIZONA SUPREME COURT

By 
Mike Baumstark, Deputy Director
Administrative Office of the Courts

ADDENDUM A

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
COURT SECURITY IMPROVEMENTS**

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: May 29, 2019

BEGIN DATE: July 1, 2019

END DATE: June 30, 2020

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

Equipment Expenses	\$9,000.00
Facilities improvements	\$0.00
Local/Onsite Training	\$0.00
Professional Services	\$0.00
Other: Service/Labor/Installation	\$0.00

TOTAL FUNDS: **\$9,000.00**

AMOUNT FROM OTHER FUNDING: **\$0.00**

TOTAL: **\$0.00**

AMOUNT TO BE DISBURSED TO COURT*:

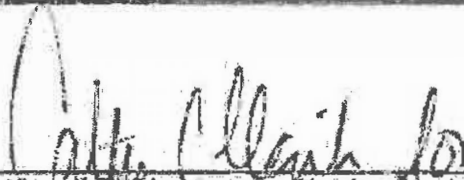
Upon receipt of signed funding agreement	\$9,000.00
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TOTAL AMOUNT APPROVED FOR DISBURSEMENT: **\$9,000.00**

TOTAL AMOUNT APPROVED FOR EXPENDITURE: **\$9,000.00**

* Since the AOC cannot guarantee how much revenue will be generated for fiscal years 2019 and 2020, any shortfall will be the financial responsibility of the court. In the event that Court Security Improvement funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed:



Mark's Reinke, Director, Court Services Division,
Administrative Office of the Courts

Date:

5/29/19

Signed:



Honorable James Conlogue, Presiding Judge
Superior Court in Cochise County

Date:

06/05/19

ADDENDUM B

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
COURT SECURITY IMPROVEMENTS**

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: May 29, 2019

BEGIN DATE: July 1, 2019

END DATE: June 30, 2020

NOTE: This addendum supersedes all previously dated addenda.

EQUIPMENT EXPENSES:

<u>Item:</u>	<u>Cost</u>
(3) Magnetometers	\$9,000.00

Subtotal Equipment Expenses:	\$9,000.00
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FACILITIES IMPROVEMENTS:

<u>Item:</u>	<u>Cost</u>
	\$0.00

Subtotal Facilities Improvements Expenses:	\$0.00
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LOCAL/ONSITE TRAINING:

<u>Item:</u>	<u>Cost</u>
	\$0.00

Subtotal Local/Onsite Training Expenses:	\$0.00
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PROFESSIONAL SERVICES:

<u>Item:</u>	<u>Cost</u>
	\$0.00

Subtotal Professional Services Expenses:	\$0.00
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TOTAL 2020 BUDGET:	\$9,000.00
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ATTACHMENT C

ARIZONA COURTS INVENTORY AND PROPERTY CONTROL POLICY

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

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

DEFINITIONS

Capital equipment means any piece of property or a fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years.

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

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

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

POLICY

1. GENERAL

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

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

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

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

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

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

2. TAGGING/NUMBERING SYSTEM

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

3. RECORD KEEPING

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

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

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

4. INVENTORY SCHEDULE

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

5. TRANSFER OF EQUIPMENT

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

6. SURPLUS PROPERTY

Equipment, which is no longer needed or usable, shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU, the JDU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

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

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Demands

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Demands

Demands 7/18/2019
 Date Range JULY 5-18, 2019
 Warrant Range 34582-34851

(1.00)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34582	07/11/2019	Jacob Amaru	1310 - Indigent Defense Coordinator	100 General Fund	2,631.06
34583	07/11/2019	Anderson, Steven James	0810 - Court Administration	549 Probate Fees	250.00
34584	07/11/2019	Arizona Counties Insurance Pool	0100 - Board of Supervisors	100 General Fund	681,514.00
34585	07/11/2019	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	52.00
34585	07/11/2019	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	84.00
34585	07/11/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	224.00
34585	07/11/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	412.00
34586	07/11/2019	Arizona Department of Environmental Qu	7000 - Solid Waste	505 Solid Waste	1,000.00
34587	07/11/2019	Arizona Department of Revenue	0100 - Board of Supervisors	100 General Fund	82,848.76
34588	07/11/2019	Arizona Department of Transportation	1750 - Fleet Management	109 Fleet Management	1,545.65
34589	07/11/2019	Arizona State Land Department	7000 - Solid Waste	505 Solid Waste	2,400.00
34590	07/11/2019	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	1,247.89
34591	07/11/2019	Gabriela K. Arriaga	5000 - Health Dept	243 Immunization Progra	182.40
34592	07/11/2019	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	475.16
34593	07/11/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	43.29
34594	07/11/2019	Barnett's Towing LLC	1750 - Fleet Management	100 General Fund	285.00
34594	07/11/2019	Barnett's Towing LLC	1750 - Fleet Management	109 Fleet Management	300.00
34595	07/11/2019	Norma Jean Battaglia	5000 - Health Dept	243 Immunization Progra	741.49
34596	07/11/2019	Benson, City of	7000 - Solid Waste	505 Solid Waste	83.35
34597	07/11/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	610.19
34597	07/11/2019	Bisbee Napa	2100 - Facilities Management	100 General Fund	326.64
34598	07/11/2019	Borer, Thomas Edward	0100 - Board of Supervisors	100 General Fund	194.82
34599	07/11/2019	Cable One dba Sparklight	0810 - Court Administration	100 General Fund	406.45
34600	07/11/2019	CDW LLC	1800 - IT/Communications	100 General Fund	7,750.60
34601	07/11/2019	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	4,879.18
34602	07/11/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	3,171.18
34603	07/11/2019	CenturyLink Communications	0920 - Justice Court 2	100 General Fund	63.26
34603	07/11/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	6,225.80
34603	07/11/2019	CenturyLink Communications	5000 - Health Dept	100 General Fund	31.67
34603	07/11/2019	CenturyLink Communications	5000 - Health Dept	243 Immunization Progra	31.67
34604	07/11/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	234.81
34605	07/11/2019	City of Bisbee	2100 - Facilities Management	100 General Fund	7,535.55
34606	07/11/2019	City of Sierra Vista	5000 - Health Dept	243 Immunization Progra	1,983.79
34607	07/11/2019	Cochise County Fair Association	1600 - Finance	100 General Fund	25,000.00
34608	07/11/2019	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	81,090.00
34609	07/11/2019	Community Bridges, Inc.	5000 - Health Dept	100 General Fund	19,800.00
34610	07/11/2019	Copygraphix Inc.	1600 - Finance	100 General Fund	26,225.13
34610	07/11/2019	Copygraphix Inc.	5000 - Health Dept	100 General Fund	186.36
34611	07/11/2019	County Supervisors Association	0100 - Board of Supervisors	100 General Fund	62,293.00
34612	07/11/2019	Culligan of Tucson	0700 - Clerk of the Superior Court	100 General Fund	197.23
34613	07/11/2019	Deluxe Business Forms	0200 - Treasurer	100 General Fund	100.20
34614	07/11/2019	DH Pace Company	2100 - Facilities Management	400 County Capital Projec	42,500.00
34615	07/11/2019	Douglas, City of	2100 - Facilities Management	100 General Fund	141.50

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34615	07/11/2019	Douglas, City of	7000 - Solid Waste	505 Solid Waste	26.51
34616	07/11/2019	Eastern Arizona Counties Organization	0100 - Board of Supervisors	100 General Fund	6,000.00
34617	07/11/2019	Elfrida Water Improvement District	2100 - Facilities Management	100 General Fund	35.55
34618	07/11/2019	Flores, Juan Pablo	0810 - Court Administration	549 Probate Fees	350.00
34619	07/11/2019	Jerri A. Foster	5000 - Health Dept	243 Immunization Program	334.26
34620	07/11/2019	Freeway Chevron	1750 - Fleet Management	109 Fleet Management	20.00
34621	07/11/2019	Gasper, Jo Ann	0810 - Court Administration	100 General Fund	16.82
34622	07/11/2019	Harris Systems USA, Inc.	0300 - Assessor	100 General Fund	94,032.34
34623	07/11/2019	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	960.00
34624	07/11/2019	Helm, Livesay, & Worthington, Ltd	1600 - Finance	100 General Fund	19.22
34625	07/11/2019	Honeman, Van G.	0810 - Court Administration	100 General Fund	394.80
34626	07/11/2019	Inclusion Solutions, LLC	0400 - Recorder	100 General Fund	3,385.96
34627	07/11/2019	International Institute of Municipal Clerks	0100 - Board of Supervisors	100 General Fund	210.00
34628	07/11/2019	Interstate Battery	1750 - Fleet Management	109 Fleet Management	693.53
34629	07/11/2019	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	640.00
34630	07/11/2019	Jury Systems Incorporated	0700 - Clerk of the Superior Court	100 General Fund	5,220.00
34631	07/11/2019	KE&G Construction Inc.	2100 - Facilities Management	400 County Capital Project	37,455.58
34632	07/11/2019	Language Line Services, Inc.	1400 - General Government	216 SEACOM Operations	53.66
34633	07/11/2019	Legal Transcription Services Plus	1310 - Indigent Defense Coordinator	100 General Fund	357.00
34634	07/11/2019	Legend Technical Services of Arizona, Inc	2100 - Facilities Management	105 Bisbee/Douglas Airport	41.00
34635	07/11/2019	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	140.82
34636	07/11/2019	McCoys Septic Services LLC	2100 - Facilities Management	100 General Fund	8,800.00
34637	07/11/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,195.73
34638	07/11/2019	Vernon Moore	0930 - Justice Court 3	100 General Fund	58.82
34639	07/11/2019	National Association of Counties (NACO)	0100 - Board of Supervisors	100 General Fund	2,627.00
34640	07/11/2019	Newt Fogal Sales Co.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	4,078.10
34641	07/11/2019	OCLC Online Computer Library Center, Inc	8000 - County Library District	171 County Library	363.24
34642	07/11/2019	Pitney Bowes, Inc.	0200 - Treasurer	100 General Fund	1,061.76
34643	07/11/2019	Porta-Pot	7000 - Solid Waste	505 Solid Waste	750.75
34644	07/11/2019	PrevenTronics	2100 - Facilities Management	100 General Fund	509.62
34645	07/11/2019	Professional Records Management, Inc.	0700 - Clerk of the Superior Court	100 General Fund	278.59
34646	07/11/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	97.78
34646	07/11/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	116.53
34647	07/11/2019	Purnell, Bill	0100 - Board of Supervisors	100 General Fund	200.00
34648	07/11/2019	Qqest Asset Management, LLC - Management	2100 - Facilities Management	400 County Capital Project	8,495.00
34649	07/11/2019	Rain for Rent	2100 - Facilities Management	400 County Capital Project	10,879.60
34650	07/11/2019	Robert J. Zohlmann, Esq.	1310 - Indigent Defense Coordinator	100 General Fund	1,400.00
34651	07/11/2019	Runbeck Election Services Inc.	0400 - Recorder	100 General Fund	818.32
34652	07/11/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	712.75
34652	07/11/2019	Safelite Autoglass Corp.	1750 - Fleet Management	251 Highway Fund	523.83
34653	07/11/2019	Schiff, Laurence	5000 - Health Dept	100 General Fund	2,800.00
34654	07/11/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	1,809.80
34655	07/11/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	37,187.74
34655	07/11/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	8,345.41
34656	07/11/2019	SHI International Corp.	1800 - IT/Communications	100 General Fund	26,354.18
34656	07/11/2019	SHI International Corp.	1800 - IT/Communications	216 SEACOM Operations	1,275.32

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34657	07/11/2019	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	282.10
34658	07/11/2019	SMC Direct, LLC	1100 - Adult Probation	147 Adult Probation Svcs	998.00
34659	07/11/2019	Southeastern AZ Governments Organizati	0100 - Board of Supervisors	100 General Fund	11,113.00
34660	07/11/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	260.20
34660	07/11/2019	Southwest Gas Corporation	2100 - Facilities Management	105 Bisbee/Douglas Airpc	46.26
34661	07/11/2019	Spragins Law Office	1310 - Indigent Defense Coordinator	100 General Fund	560.64
34662	07/11/2019	St Patrick Roman Catholic Parish- Bisbee	2100 - Facilities Management	100 General Fund	900.00
34663	07/11/2019	Mary M. Stebbins	5000 - Health Dept	243 Immunization Progra	94.08
34664	07/11/2019	Stericycle Inc.	5000 - Health Dept	100 General Fund	1,338.90
34665	07/11/2019	Steven D. West, P.C.	1310 - Indigent Defense Coordinator	100 General Fund	7,872.02
34666	07/11/2019	Morgan Stock	5000 - Health Dept	243 Immunization Progra	542.30
34667	07/11/2019	Sulphur Springs Valley Electric Cooperati	1800 - IT/Communications	100 General Fund	720.81
34668	07/11/2019	The SJ Anderson Company	2100 - Facilities Management	400 County Capital Projec	440,000.00
34669	07/11/2019	The W Law Firm PLLC	1310 - Indigent Defense Coordinator	100 General Fund	18,800.00
34670	07/11/2019	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,242.50
34671	07/11/2019	Tucson Medical Center	5000 - Health Dept	100 General Fund	32,095.17
34672	07/11/2019	Valenzuela, Celia A.	1600 - Finance	529 Health Policy Initiati	130.00
34673	07/11/2019	Valley Security Service, Inc.	0810 - Court Administration	563 Justice Crt Security F	300.00
34674	07/11/2019	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	764.51
34675	07/11/2019	Verizon Wireless	1600 - Finance	100 General Fund	9,779.41
34676	07/11/2019	Voyager Fleet System, Inc.	1750 - Fleet Management	109 Fleet Management	6,756.17
34677	07/11/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	1,089.72
34678	07/11/2019	Waste Management of Arizona, Inc.	2100 - Facilities Management	100 General Fund	174.96
34678	07/11/2019	Waste Management of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airpc	607.65
34679	07/11/2019	Wells, Doris K.	1800 - IT/Communications	100 General Fund	875.00
34680	07/11/2019	West Press	0400 - Recorder	100 General Fund	497.05
34681	07/11/2019	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	340.00
34682	07/11/2019	Wick Communications	0100 - Board of Supervisors	100 General Fund	2,086.56
34683	07/11/2019	Wick Communications	0200 - Treasurer	100 General Fund	1,103.85
34684	07/11/2019	Wick Communications	0100 - Board of Supervisors	100 General Fund	249.84
34685	07/11/2019	Willcox, City of	2100 - Facilities Management	100 General Fund	924.64
34685	07/11/2019	Willcox, City of	7000 - Solid Waste	505 Solid Waste	227.88
34686	07/11/2019	Arizona Association Superior Court Admir	0810 - Court Administration	100 General Fund	100.00
34687	07/11/2019	City of Sierra Vista	8000 - County Library District	171 County Library	807.54
34688	07/11/2019	Pitney Bowes, Inc.	2100 - Facilities Management	100 General Fund	138.10
34689	07/11/2019	Town of Huachuca City	8000 - County Library District	171 County Library	19.00
34690	07/11/2019	Willcox, City of	8000 - County Library District	171 County Library	30.00
34691	07/11/2019	I-Hop	0600 - County Attorney	131 Attorney Diversion	39.92
34692	07/15/2019	AFLAC	1600 - Finance	501 Cochise Combined T	7,937.76
34693	07/15/2019	Arizona Counties Insurance Pool	1600 - Finance	110 Payroll Clearing Func	96,345.24
34694	07/15/2019	Arizona Department of Administration-Ris	1600 - Finance	110 Payroll Clearing Func	3,629.39
34695	07/17/2019	A Check America	2200 - Human Resources	100 General Fund	231.00
34696	07/17/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	1,710.00
34697	07/17/2019	Aerial Solutions II LLC	3000 - Sheriff	211 Private Donor	37,251.34

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34698	07/17/2019	AHCCCS	5000 - Health Dept	100 General Fund	3,000.00
34699	07/17/2019	AHCCCS	5000 - Health Dept	100 General Fund	7,000.00
34700	07/17/2019	Amazon.com LLC	8000 - County Library District	171 County Library	373.90
34700	07/17/2019	Amazon.com LLC	8000 - County Library District	175 Friends of Library	7.66
34701	07/17/2019	Apache Elementary School	9000 - School Superintendent	276 School Fund	1,531.35
34702	07/17/2019	Arizona Association of Counties	0100 - Board of Supervisors	100 General Fund	16,052.77
34703	07/17/2019	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	56.00
34703	07/17/2019	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	68.00
34703	07/17/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	290.26
34704	07/17/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	197.59
34705	07/17/2019	Arizona State Forestry Division	4010 - Highway Dept Administration	261 Flood Control Distric	3,359.24
34706	07/17/2019	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	9,108.33
34707	07/17/2019	Arizona Supreme Court	1100 - Adult Probation	147 Adult Probation Svcs	18.00
34707	07/17/2019	Arizona Supreme Court	1200 - Juvenile Court Services	100 General Fund	54.00
34708	07/17/2019	Arizona Supreme Court	0940 - Justice Court 4	100 General Fund	9.00
34709	07/17/2019	Arizona Water Company	2100 - Facilities Management	100 General Fund	1,315.93
34710	07/17/2019	Ash Creek Elementary School District	9000 - School Superintendent	276 School Fund	351.31
34711	07/17/2019	Backbone Communications	1200 - Juvenile Court Services	100 General Fund	4,500.00
34712	07/17/2019	Barnett's Towing & Oxygen LLC	1750 - Fleet Management	109 Fleet Management	150.00
34713	07/17/2019	Barnett's Towing LLC	3000 - Sheriff	100 General Fund	112.00
34714	07/17/2019	Benson Unified School District	9000 - School Superintendent	276 School Fund	17,350.15
34715	07/17/2019	Benson, City of	2100 - Facilities Management	100 General Fund	379.41
34716	07/17/2019	BI Incorporated	1200 - Juvenile Court Services	555 Juvenile Treatment S	788.63
34717	07/17/2019	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	416.57
34717	07/17/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	445.56
34718	07/17/2019	Bisbee Unified School District #2	9000 - School Superintendent	276 School Fund	1,466.17
34719	07/17/2019	Bisbee, City of (AMBULANCE)	5000 - Health Dept	100 General Fund	998.06
34720	07/17/2019	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	44.99
34721	07/17/2019	Bowie Unified School District #14	9000 - School Superintendent	276 School Fund	308.84
34722	07/17/2019	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	574.00
34722	07/17/2019	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airpc	45.00
34722	07/17/2019	Bug-Wiser Exterminating, Inc.	3000 - Sheriff	100 General Fund	224.00
34723	07/17/2019	Bug-Wiser Exterminating, Inc.	4010 - Highway Dept Administration	251 Highway Fund	35.00
34724	07/17/2019	Bullington, Beverly	4010 - Highway Dept Administration	251 Highway Fund	43.00
34725	07/17/2019	Center for Disease Detection, LLC	5000 - Health Dept	100 General Fund	446.00
34726	07/17/2019	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	470.16
34726	07/17/2019	CenturyLink Communications	2100 - Facilities Management	100 General Fund	70.65
34726	07/17/2019	CenturyLink Communications	3000 - Sheriff	100 General Fund	176.33
34726	07/17/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	68.11
34726	07/17/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	133.49
34727	07/17/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	615.26
34728	07/17/2019	City of Sierra Vista	0100 - Board of Supervisors	100 General Fund	10,702.00
34728	07/17/2019	City of Sierra Vista	2100 - Facilities Management	100 General Fund	2,213.38

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34729	07/17/2019	CM Construction	1900 - Development Services	100 General Fund	2,095.00
34730	07/17/2019	Cochise County Justice Court #4	0940 - Justice Court 4	100 General Fund	4.65
34731	07/17/2019	Cochise County Sheriff's Department	1350 - Legal Defender	100 General Fund	13.00
34732	07/17/2019	Cochise Elementary School District #26	9000 - School Superintendent	276 School Fund	191.24
34733	07/17/2019	Concentra Medical Centers	3000 - Sheriff	100 General Fund	411.00
34734	07/17/2019	Contract Pharmacy Services, Inc.	5000 - Health Dept	100 General Fund	11,509.18
34735	07/17/2019	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	2,654.43
34736	07/17/2019	Creative Culture Insignia, LLC	3000 - Sheriff	100 General Fund	170.00
34737	07/17/2019	Culligan of Tucson	1600 - Finance	100 General Fund	42.67
34737	07/17/2019	Culligan of Tucson	4010 - Highway Dept Administration	251 Highway Fund	551.23
34738	07/17/2019	D & J R V Center Inc	1750 - Fleet Management	109 Fleet Management	1,274.44
34739	07/17/2019	DataBank IMX LLC	3000 - Sheriff	100 General Fund	2,392.46
34740	07/17/2019	Datafile Technologies, LLC	1350 - Legal Defender	100 General Fund	53.05
34741	07/17/2019	Dease, Iona	1200 - Juvenile Court Services	154 Juv.Prob. Family Cot	1,620.00
34742	07/17/2019	Del's Tire Company	1750 - Fleet Management	109 Fleet Management	78.99
34743	07/17/2019	Demco Inc.	8000 - County Library District	171 County Library	95.92
34744	07/17/2019	Deneke, Buffy	0810 - Court Administration	100 General Fund	344.00
34744	07/17/2019	Deneke, Buffy	1350 - Legal Defender	100 General Fund	15.00
34745	07/17/2019	Desert Barricades LLC	4010 - Highway Dept Administration	251 Highway Fund	26,729.32
34746	07/17/2019	Diamond Star Polygraph Services	3000 - Sheriff	100 General Fund	350.00
34747	07/17/2019	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfar	26.99
34748	07/17/2019	Double Adobe Elementary School	9000 - School Superintendent	276 School Fund	95.62
34749	07/17/2019	Douglas Unified School District #27	9000 - School Superintendent	276 School Fund	2,006.65
34750	07/17/2019	Douglas, City of	2100 - Facilities Management	105 Bisbee/Douglas Airpc	943.00
34750	07/17/2019	Douglas, City of	4010 - Highway Dept Administration	251 Highway Fund	407.07
34751	07/17/2019	Election Systems & Software LLC	0500 - Elections	100 General Fund	47,984.00
34752	07/17/2019	Elfrida Elementary School	9000 - School Superintendent	276 School Fund	127.49
34753	07/17/2019	Emily L. Danies Attorney at Law LLC	1310 - Indigent Defense Coordinator	100 General Fund	1,875.00
34754	07/17/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	11,641.01
34754	07/17/2019	Empire Southwest LLC	1720 - Heavy Fleet Capital	600 Heavy Fleet Manage	7,732.21
34755	07/17/2019	ExhibitOne Corporation	0810 - Court Administration	100 General Fund	22,200.00
34756	07/17/2019	Fisher Sand & Gravel	4010 - Highway Dept Administration	251 Highway Fund	238,810.00
34757	07/17/2019	Garden Canyon Towing, LLC	3000 - Sheriff	100 General Fund	124.00
34758	07/17/2019	George Medina - George's Upholstery	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	70.78
34758	07/17/2019	George Medina - George's Upholstery	1750 - Fleet Management	109 Fleet Management	152.45
34759	07/17/2019	Goodwill Industries of Southern Arizona, I	1100 - Adult Probation	591 Adult Probation LEAF	5.84
34760	07/17/2019	Grossman & Grossman Ltd	1200 - Juvenile Court Services	154 Juv.Prob. Family Cot	1,505.00
34761	07/17/2019	Health Management Associates, Inc.	5000 - Health Dept	221 Public Health Accred	725.00
34762	07/17/2019	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	800.20
34763	07/17/2019	HOV Services Inc/Lason Systems	0700 - Clerk of the Superior Court	100 General Fund	210.00
34764	07/17/2019	Interwest Safety Supply, LLC	4010 - Highway Dept Administration	251 Highway Fund	15,181.74
34765	07/17/2019	IronHawk Elevator LLC	2100 - Facilities Management	100 General Fund	750.00
34766	07/17/2019	Jimenez, Elizabeth Sarah	1200 - Juvenile Court Services	100 General Fund	191.25

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34766	07/17/2019	Jimenez, Elizabeth Sarah	9000 - School Superintendent	281 Jail Education Progra	742.50
34767	07/17/2019	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	1,375.00
34768	07/17/2019	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfar	1,765.07
34769	07/17/2019	Law Office of Daniel DeRienzo PLLC	1310 - Indigent Defense Coordinator	100 General Fund	1,309.50
34770	07/17/2019	Law Offices of Christopher Hitchcock	1310 - Indigent Defense Coordinator	100 General Fund	60.00
34771	07/17/2019	LexisNexis Matthew Bender	3000 - Sheriff	208 Sheriff Inmate Welfar	5,556.00
34772	07/17/2019	Lowell A. Jensen, PLC	1310 - Indigent Defense Coordinator	100 General Fund	5,250.00
34773	07/17/2019	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	608.04
34774	07/17/2019	Mascot Home and Construction, LLC	2100 - Facilities Management	100 General Fund	18,307.63
34775	07/17/2019	McNeal Elementary School District #55	9000 - School Superintendent	276 School Fund	254.99
34776	07/17/2019	Merle's Automotive Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	42.78
34777	07/17/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,490.88
34778	07/17/2019	MGT OF AMERICA CONSULTING, LLC	1600 - Finance	100 General Fund	10,232.00
34779	07/17/2019	Mindful Lactation	5000 - Health Dept	227 Breastfeeding Couns	100.00
34780	07/17/2019	Arlene Morales	0810 - Court Administration	585 CASA Grant	171.68
34781	07/17/2019	Motorola Solutions Inc	3000 - Sheriff	100 General Fund	120,210.18
34782	07/17/2019	Mustang Mall LLC	7000 - Solid Waste	505 Solid Waste	600.00
34783	07/17/2019	National Tactical Officers Association	3000 - Sheriff	100 General Fund	1,028.00
34784	07/17/2019	New Century Education Foundation	1200 - Juvenile Court Services	100 General Fund	1,890.50
34785	07/17/2019	NI Government Services Inc	3000 - Sheriff	100 General Fund	221.18
34786	07/17/2019	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	305.20
34787	07/17/2019	OCLC Online Computer Library Center, Ir	8000 - County Library District	171 County Library	468.39
34788	07/17/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	15,000.00
34789	07/17/2019	Palominas Public School District #49	9000 - School Superintendent	276 School Fund	231.04
34790	07/17/2019	Pearce Elementary School District #22-3	9000 - School Superintendent	276 School Fund	5,132.54
34791	07/17/2019	PrevenTronics	3000 - Sheriff	203 Jail Enhancement	1,755.83
34792	07/17/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	295.72
34792	07/17/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	279.06
34792	07/17/2019	Prudential Overall Supply	2100 - Facilities Management	100 General Fund	75.35
34793	07/17/2019	Quality Carpet & Tile	2100 - Facilities Management	400 County Capital Projec	5,000.00
34794	07/17/2019	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	12,250.00
34795	07/17/2019	Rocky Mountain Dist.	1750 - Fleet Management	109 Fleet Management	326.16
34796	07/17/2019	Ron Turley Associates, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	1,337.69
34797	07/17/2019	Runbeck Election Services Inc.	0400 - Recorder	100 General Fund	806.79
34798	07/17/2019	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	2,108.36
34799	07/17/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	1,001.74
34800	07/17/2019	Brian R. Salata	1310 - Indigent Defense Coordinator	100 General Fund	900.00
34801	07/17/2019	San Simon Unified Schools	9000 - School Superintendent	276 School Fund	30,510.70
34802	07/17/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	29,808.92
34802	07/17/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	19,890.07
34803	07/17/2019	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	818.92
34804	07/17/2019	Sierra Vista Public Schools District #68	9000 - School Superintendent	287 Healthy Families	17,389.74
34805	07/17/2019	Sierra Vista Unified School District No. 68	9000 - School Superintendent	276 School Fund	10,316.99

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34806	07/17/2019	Southern Arizona Auto Co. of Douglas	1750 - Fleet Management	251 Highway Fund	844.98
34807	07/17/2019	Southwest Disposal LC	1710 - Heavy Fleet Management	600 Heavy Fleet Manage	262.50
34807	07/17/2019	Southwest Disposal LC	2100 - Facilities Management	100 General Fund	131.25
34808	07/17/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	2,859.12
34809	07/17/2019	Southwest Hazard Control Incorporated	4010 - Highway Dept Administration	251 Highway Fund	5,007.31
34810	07/17/2019	Sparkman Enterprises	2100 - Facilities Management	400 County Capital Project	24,813.00
34811	07/17/2019	Spragins Law Office	1310 - Indigent Defense Coordinator	100 General Fund	473.34
34812	07/17/2019	SRP	4010 - Highway Dept Administration	261 Flood Control Distric	8,514.32
34813	07/17/2019	St. David Unified School District #21	9000 - School Superintendent	276 School Fund	21,151.41
34813	07/17/2019	St. David Unified School District #21	9000 - School Superintendent	287 Healthy Families	14,677.83
34814	07/17/2019	Stamback Septic Service	2100 - Facilities Management	100 General Fund	403.18
34814	07/17/2019	Stamback Septic Service	7000 - Solid Waste	505 Solid Waste	611.50
34815	07/17/2019	Stericycle Inc.	1200 - Juvenile Court Services	100 General Fund	246.60
34815	07/17/2019	Stericycle Inc.	3000 - Sheriff	100 General Fund	688.26
34816	07/17/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	1,000.00
34817	07/17/2019	Sulphur Springs Valley Electric Cooperati	4010 - Highway Dept Administration	251 Highway Fund	9,771.93
34818	07/17/2019	Sulphur Springs Valley Electric Cooperati	2100 - Facilities Management	100 General Fund	5,590.84
34818	07/17/2019	Sulphur Springs Valley Electric Cooperati	4010 - Highway Dept Administration	251 Highway Fund	655.87
34818	07/17/2019	Sulphur Springs Valley Electric Cooperati	7000 - Solid Waste	505 Solid Waste	3,163.06
34819	07/17/2019	Supplemental Health Care	1200 - Juvenile Court Services	100 General Fund	2,160.00
34820	07/17/2019	Technical Resource Management, Inc.	1100 - Adult Probation	149 Adult Prob.Comm.Pu	3,055.10
34821	07/17/2019	The Bisbee Observer LLC	0100 - Board of Supervisors	100 General Fund	45.00
34821	07/17/2019	The Bisbee Observer LLC	2200 - Human Resources	100 General Fund	283.61
34822	07/17/2019	The Law Office of Christopher W. Caine	1310 - Indigent Defense Coordinator	100 General Fund	2,400.00
34823	07/17/2019	Titan Alarm, Inc.	2100 - Facilities Management	100 General Fund	449.91
34824	07/17/2019	Tombstone Unified School District #1	9000 - School Superintendent	276 School Fund	15,765.29
34825	07/17/2019	Total Equipment Service and Engineering	3000 - Sheriff	100 General Fund	262.31
34826	07/17/2019	Tracking Products, Inc.	1750 - Fleet Management	109 Fleet Management	204.00
34827	07/17/2019	Trinity Services Group, Inc.	1200 - Juvenile Court Services	100 General Fund	3,582.98
34828	07/17/2019	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	36,976.64
34829	07/17/2019	TRK Development LLC	1900 - Development Services	100 General Fund	100.00
34829	07/17/2019	TRK Development LLC	4010 - Highway Dept Administration	251 Highway Fund	100.00
34830	07/17/2019	USDA, Animal & Plant Health Inspection	3000 - Sheriff	100 General Fund	9,195.58
34831	07/17/2019	Valley Telephone Cooperative, Inc.	0960 - Justice Court 6	100 General Fund	473.18
34831	07/17/2019	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	36.04
34832	07/17/2019	Valley Union High School	9000 - School Superintendent	276 School Fund	10,543.84
34833	07/17/2019	Verizon Wireless	3000 - Sheriff	100 General Fund	5,136.86
34834	07/17/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	11,262.08
34835	07/17/2019	Waste Management of Arizona, Inc.	4010 - Highway Dept Administration	251 Highway Fund	607.07
34836	07/17/2019	Watkins, Krist-Anah	2200 - Human Resources	100 General Fund	876.25
34837	07/17/2019	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	1,301.86
34838	07/17/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	1,266.22
34838	07/17/2019	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	1,860.89

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34839	07/17/2019	Wedekind, Juergen	0100 - Board of Supervisors	100 General Fund	200.00
34840	07/17/2019	Wick Communications	4010 - Highway Dept Administration	261 Flood Control Distric	20.00
34841	07/17/2019	Wick Communications	4010 - Highway Dept Administration	261 Flood Control Distric	33.71
34842	07/17/2019	Willcox Rock & Sand Inc.	4010 - Highway Dept Administration	251 Highway Fund	34,832.03
34843	07/17/2019	Willcox Unified School District #13	9000 - School Superintendent	276 School Fund	1,544.61
34843	07/17/2019	Willcox Unified School District #13	9000 - School Superintendent	287 Healthy Families	17,345.63
34844	07/17/2019	Willcox, City of	4010 - Highway Dept Administration	251 Highway Fund	1,466.84
34845	07/17/2019	Chiricahua Community Health Centers, IN	1200 - Juvenile Court Services	100 General Fund	473.69
34846	07/17/2019	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	875.63
34847	07/17/2019	Laboratory Corporation of America	1200 - Juvenile Court Services	100 General Fund	331.00
34848	07/17/2019	McIntyre, Brian	0600 - County Attorney	100 General Fund	27.04
34849	07/17/2019	Unified School District No. 500 - Wyandot	8000 - County Library District	171 County Library	15.99
34850	07/17/2019	Arizona State Hospital	1600 - Finance	100 General Fund	76,398.00
34851	07/17/2019	Sloan R. King, PhD, LLC	0810 - Court Administration	100 General Fund	7,500.00
TOTAL					3,196,269.81

Regular Board of Supervisors Meeting**Meeting Date:** 07/23/2019

Merit Commission Member Appointments

Submitted By: Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Elda Orduno **TITLE of PRESENTER:** Human Resources Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 11-353**Information****Agenda Item Text:**

Approve the appointments of Ms. Mary Gomez and Mr. Jim Vlahovich to the Cochise County Merit Commission commencing August 1, 2019 and ending March 22, 2020 to complete unexpired terms due to resignations.

Background:

Per Cochise County Merit System Rule 2.1 - Merit System Commission Appointment, Cochise County is required to have a Merit Commission composed of five (5) members. Currently, the Cochise County Merit Commission has four (4) members. One (1) of the current members has since moved out of Cochise County and is no longer eligible to be on the Merit Commission.

Department's Next Steps (if approved):

Notify the new Merit Commission members that their appointments have been approved by the Board of Supervisors. Human Resources will have each member sign the Oath of Office.

Impact of NOT Approving/Alternatives:

Cochise County would be in violation of its Merit System Rules requiring a Merit Commission for employees to appeal disciplinary actions such as demotion, suspension and termination.

To BOS Staff: Document Disposition/Follow-Up:

Preparation of Oaths for each Merit Commission Member.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Chuckwagon Grill & Saloon new series #12 (Restaurant) Liquor License

Department: Board of Supervisors

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

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new series #12 (restaurant) liquor license application submitted by Mr. Bobby Eugene Douglas, for Chuckwagon Grill & Saloon, located at 7216 S. Hwy. 92, Hereford, AZ 85615.

Background:

Mr. Bobby Eugene Douglas has applied for a new liquor license for Chuckwagon Grill & Saloon (Restaurant), located at 7216 S. Hwy. 92, Hereford, AZ 85615. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2018 tax year. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health Department is currently working with the property owner on health-related issues with the subject property.

Mr. Bobby Eugene Douglas has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 05/31/2019 @ 04:04:57 PM

Local Governing Body Report

LICENSE

Number: _____ Type: 012 RESTAURANT
Name: CHUCKWAGON GRILL & SALOON
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 7216 HWY 92
HEREFORD, AZ 85615
USA
Mailing Address: 7216 HWY 92
HEREFORD, AZ 85615
USA
Phone: (520)285-6612
Alt. Phone: _____
Email: CHUCKWAGONLLC@GMAIL.COM

AGENT

Name: BOBBY EUGENE DOUGLAS
Gender: Male
Correspondence Address: 7216 HWY 92
HEREFORD, AZ 85615
USA
Phone: (520)285-6612
Alt. Phone: _____
Email: CHUCKWAGONLLC@GMAIL.COM

OWNER

Name: SONOITA CHUCK WAGON GRILL LLC
Contact Name: BOBBY DOUGLAS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L19148492 State of Incorporation: AZ
Incorporation Date: _____
Correspondence Address: 7216 HWY 92
HEREFORD, AZ 85615
USA
Phone: (520)285-6612
Alt. Phone: _____
Email: CHUCKWAGONLLC@GMAIL.COM

Officers / Stockholders

Name: _____ Title: _____ % Interest: _____

**SONOITA CHUCK WAGON GRILL LLC -
ManagingMember,Stockholder**

Name: BOBBY EUGENE DOUGLAS
Gender: Male
Correspondence Address: 29 ABBY LANE
SONOITA, AZ 85637
USA
Phone: (520)455-4748
Alt. Phone: (520)285-6612
Email: SONOITACHUCK@GMAIL.COM

APPLICATION INFORMATION

Application Number: 65426
Application Type: New Application
Created Date: ~~05/20/2019~~ 5/31/19

QUESTIONS & ANSWERS

012 Restaurant

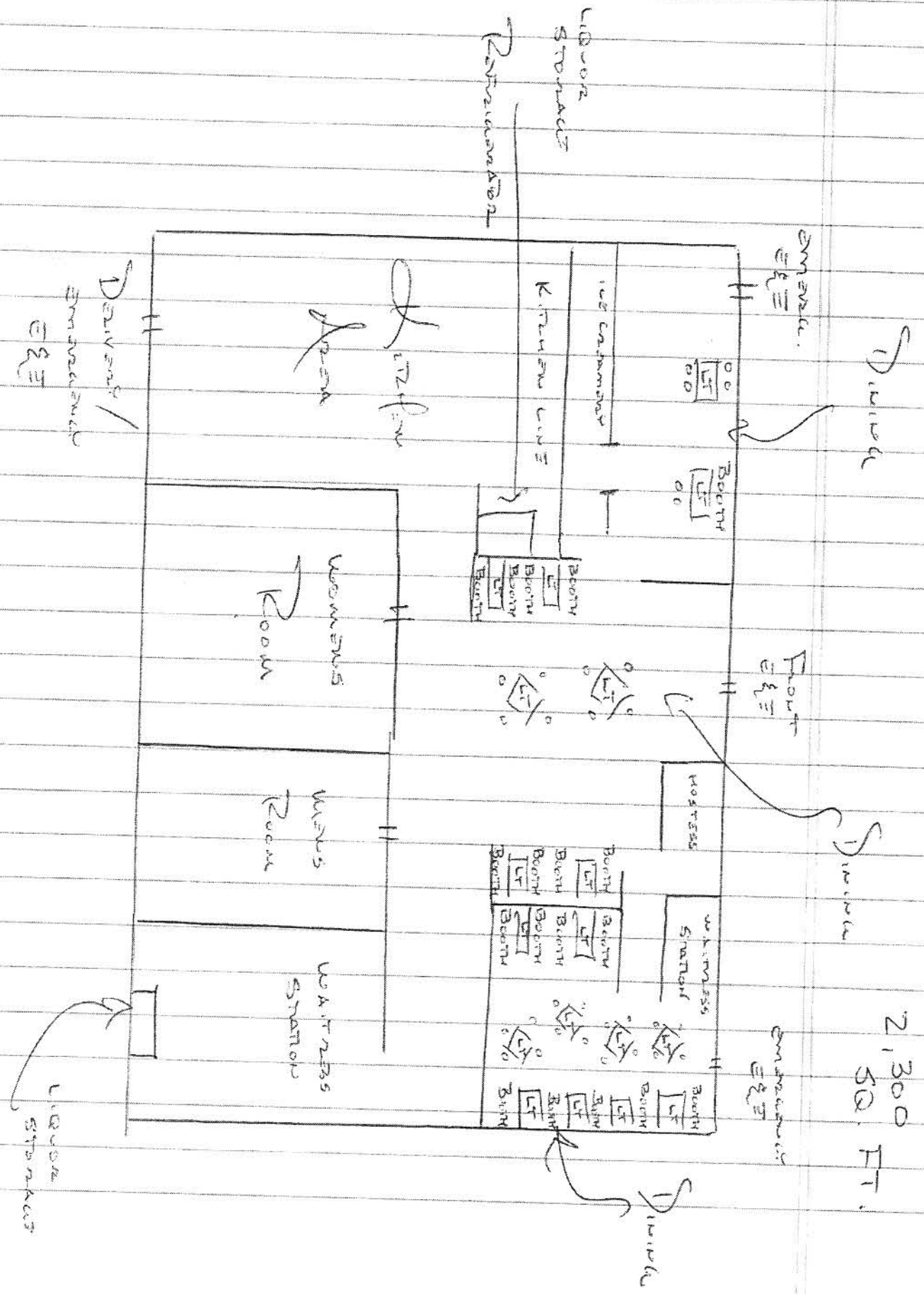
- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Loss of \$2,000 security deposit and Landlord Lockout
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No

- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
 No
 If no, in what City, Town, County or Tribal/Indian Community is this business located?
 Cochise County
- 12) What is the total money borrowed for the business not including the lease?
 Please list lenders/people owed money for the business.
 None-Capital Contribution
- 13) Have you provided a diagram of your premises?
 Yes
- 14) Is there a drive through window on the premises?
 No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
 No
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 No
- 17) Have you provided a Restaurant Operation Plan form?
 Yes
- 18) Have you provided a Records Required for Audit form?
 Yes

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Douglas Q ASF DL.pdf	05/20/2019
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	05/20/2019
MENU	Menu.pdf	05/20/2019
LEASE	Floor Plan.pdf	05/20/2019
RECORDS REQUIRED FOR AUDIT	Records Required For Audit.pdf	05/20/2019
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	05/20/2019

19 MAY 31 Lit. Lic. PM 4:10



2,300 SQ. FT.



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

DLLC USE ONLY
 Job #: 05420

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): CHUCKWAGON Grill & SALOON

2. List equipment below by Make, Model, and Capacity : (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	1-5' SS Flat Top w/ 2 Gas Burners, 1-4 1/2' SS Flat Top
Oven	1-4' SS Impinger
Freezer	1-6' Single Door Comm. Upright
Refrigerator	1-10' SS Cold Top Freezer Unit, 1-5' SS 2 Door Sand. Maker, 1-7' 3-Door Upright
Sink	1-10' SS 3 Comp Sink w/ Dual Faucets, 1-1 1/2' x 1 1/2' SS Hand, 1- mop sink
Dish Washing Facilities	1-10' SS 3 Comp Sink w/ Dual Faucets
Food Preparation Counter (Dimensions)	1-4' SS Prep
Other	1- elect. waffle maker, 1- SS 2 basket fat fryer, 1-10' elect. meat slicer, 1- elect. microwave, 1- 48 Qt. elec. mixer

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the seating capacity for:

a. Restaurant dining area of your premises: (Do not include patio seating)

[72]

b. Bar area of your premises:

[+ 0]

c. Total dining and bar seating capacity of your premises:

[72]

5. What Type of dinnerware and utensils are utilized within your restaurant?

- Reusable Disposable Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? YES No

(If yes, what percentage of the public floor space does this area cover?) n/a %

7. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 100 %

8. Does your restaurant contain any games, televisions, or any other entertainment? YES No
 (If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? YES No
 (If yes, what type and how often 8.5
 example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	5
Bartenders	0
Hostesses	2
Managers	1
Servers	10
Other (Diswasher)	4
Other ()	
Other ()	

I, BOBBY EUGENE DOUGLAS, hereby declare that I am the APPLICANT filing this application.
 I have read this application and the contents and all statements true, correct and complete.

X [Signature]
 (Signature of APPLICANT)

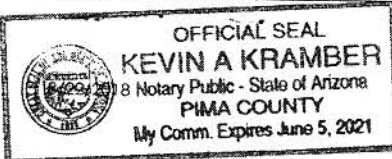
NOTARY

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 20th day of May 2019
 Day Month Year

My Commission Expires on: 06/05/2021
 Date

[Signature]
 Signature of Notary Public





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

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)
- A. All documents which support the income derived from the sale of food off the license premises.
 - B. All documents which support purchases made for food to be sold off the licensed premises.
 - C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

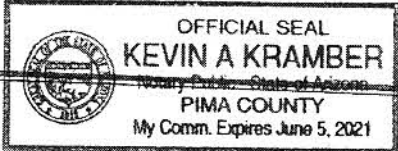
A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY	
<p>I, (Print Full Name) <u>BOBBY EUGENE DOUGLAS</u>, have read and understand all aspects of this statement</p> <p>X (Signature) <u><i>[Signature]</i></u> Controlling Person / Agent</p> <p>My commission expires on: <u>06/05/2021</u></p>	<p>State of <u>ARIZONA</u> County of <u>PIMA</u> the foregoing instrument was acknowledged before me this</p> <p><u>20th</u> of <u>May</u> 20<u>19</u> Day Month Year</p> <p><u><i>[Signature]</i></u> Signature of NOTARY PUBLIC</p>
	

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE



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

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

804,741
 Jpr

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 05420

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	---	--

2. Name: DOUGLAS BOBBY EUGENE Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: ARIZONA

4. Place of birth: LAS CRUCES NM USA Height: 5'08" Weight: 195 Eyes: Hazel Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: SINGLE - N/A Birth Date: _____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: _____

7. Daytime telephone number: (520) 285-6612 E-mail address: CHUCKWAGON@GMAIL.COM

8. Business Name: CHUCKWAGON CAFE & SALOON Business Phone: 520/285/6612

9. Business Location Address: 7216 HWY 92 HEREFORD AZ COCHISE 85615
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2019	CURRENT	OWNER	CHUCKWAGON 7216 HWY 92 HEREFORD, AZ 85615
09/2018	05/2019	UNEMPLOYED	4631 WILKINSHAM HEREFORD, AZ 85615
06/2014	09/2018	OWNER	SHERITA CHUCKWAGON CAFE 3179 HWY 83 SONOITA, AZ 85637
09/1997	06/2014	DRIVER	DND TRUCKING PO BOX 987 WILAZONA, AZ 85653

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
01/2019	CURRENT	4631 WICKERSHAM, HEVLEFORD, AZ 85615
05/2005	01/2019	29 ABBY LN., SONOITA, AZ 85637

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) BOBBY EUGENE DOUGLAS hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

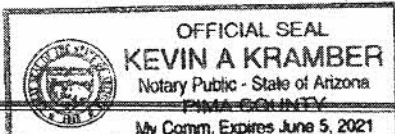
Signature: [Signature]

State of ARIZONA County of Pima

The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021
Date

20th Day of MAY 2019
Day Month Year



[Signature]
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____

SIGNATURE: _____



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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I - APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) BOBBY EUGENE DOUGLAS

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If Yes, indicate place of birth:

City LAS CRUCES State (or equivalent) NEW MEXICO Country or Territory USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: AZ. DRIVER'S LICENSE
Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

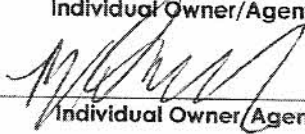
SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

BOBBY EUGENE DOUGLAS

Individual Owner/Agent Printed Name



Individual Owner/Agent Signature

5-20-2018

Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

ARIZONA DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION

9 CLASS D
10 ENG NONE
11 REST B
12 DOLN
13 DOOB

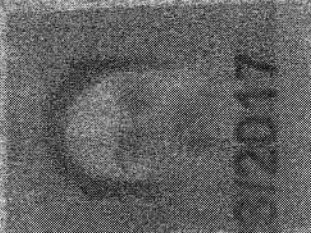
1 DOUGLAS
2 BOBBY EUGENE
3 29 ABBY LN
4 SONOITA, AZ 85637

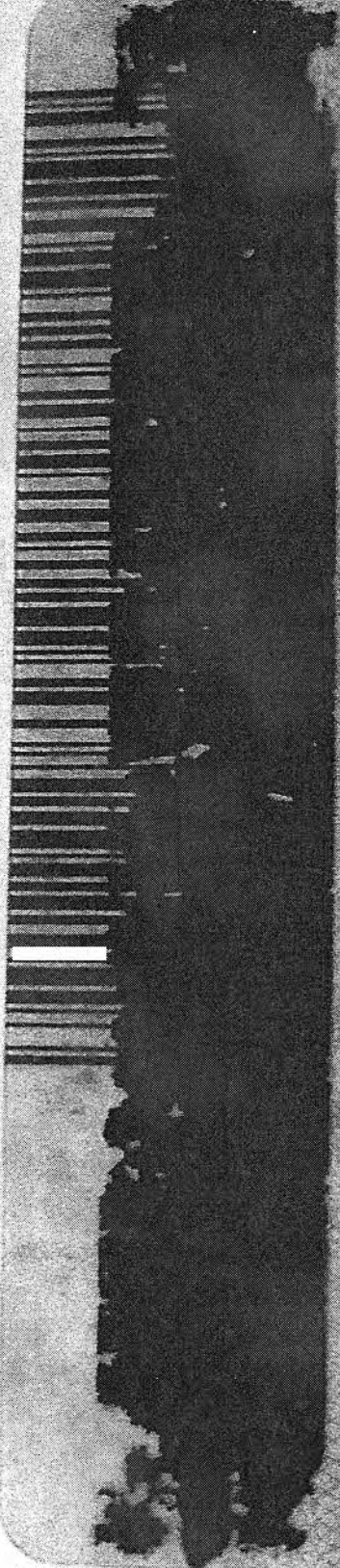
14 EXP 06/07/2027 ISS 08/23/2017

15 SEX M
16 HGT 5'-08"
17 WGT 195 lb
18 EYES HAZ
19 HAIR BRO



Bobby Douglas



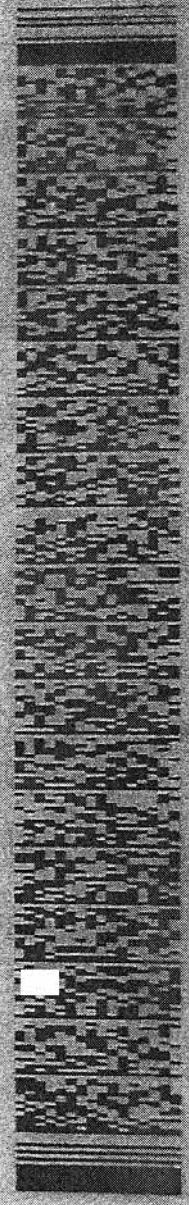


CLASS: [redacted]
ENDORSEMENTS:
None

Rev 02/14/2014

RESTRICTIONS:
B-Corrective Lens Must Be Worn

You Must Report a
Change of Address
Within 10 Days

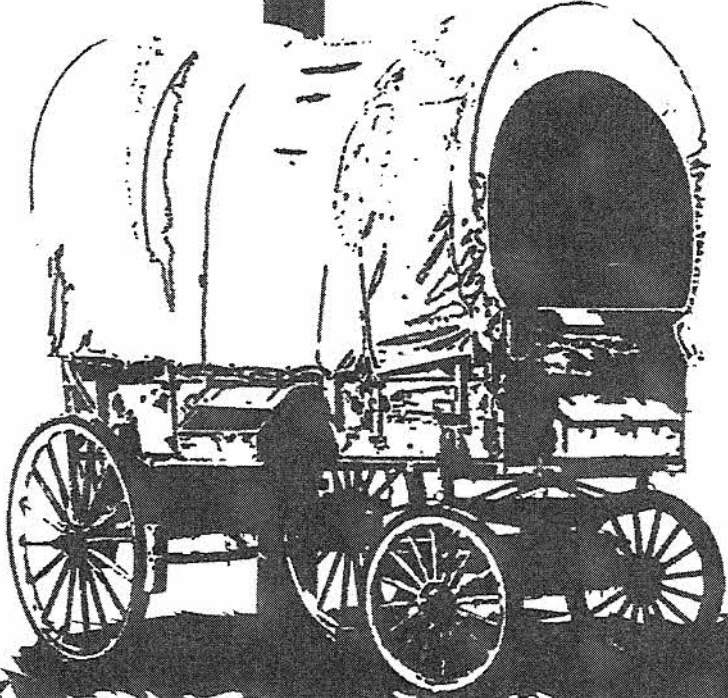


BREAKFAST
LUNCH
& DINNER

CHUCK WAGON GRILL

HEREFORD, AZ

COME AND GET IT!



MORNIN' GRUB

BREAKFAST COMES WITH HOME FRIES OR HASH BROWNS AND YOUR CHOICE OF TOAST (WHITE, WHEAT, RYE, SOURDOUGH) OR AN ENGLISH MUFFIN.

BREAKFAST SANDWICH 6.99 (EGG, CHEESE WITH BACON, SAUSAGE OR HAM ON HAMBURGER BUN, BISCUIT OR ENGLISH MUFFIN)	3 EGG OMELET, 2 FIXIN'S 8.99 (BACON, SAUSAGE, HAM, TOMATOES, ONIONS, GREEN CHILES, BLACK OLIVES, MUSHROOMS, PEPPERS)
BREAKFAST BURRITO 7.99 (EGG, HOME FRIES, CHEESE WITH BACON, SAUSAGE OR HAM) NO TOAST INCLUDED	2 PANCAKES, 3PC. BACON OR 2PC. SAUSAGE 6.99
2 EGGS, YOUR CHOICE OF 3PC. BACON OR 2PC. SAUSAGE 7.99	3 PANCAKES, 3PC. BACON OR 2PC. SAUSAGE 8.99
2 EGGS, HAM 8.99	2 FRENCH TOAST, 3PC. BACON OR 2 PC. SAUSAGE 8.99
2 EGGS, CORNED BEEF HASH 10.99	WAFFLE, 3 PC. BACON OR 2PC. SAUSAGE 8.99
CHICKEN FRIED STEAK, 2 EGGS 11.99	BISCUITS, SAUSAGE GRAVY HALF 3.49 FULL 4.99



EARLY BIRD (7-9 A.M.) 4.99
1 EGG, 2 PC. BACON OR 1PC. SAUSAGE AND 1 SLICE TOAST

Cochise County Health Department advises that eating raw or undercooked animal foods such as meat, poultry, eggs, milk, seafood, shellfish, or animal foods that are not otherwise processed or prepared to eliminate harmful bacteria, poses a potential health risk to everyone, especially the elderly, young children under the age of 4 years, pregnant women, and other highly susceptible individuals with compromised immune systems. Thorough cooking or processing of foods to eliminate pathogens reduces the risk of illness.

MORNIN' STRAGGLERS

1 EGG 1.49	2 FRENCH TOAST 3.99
3 PC. BACON 2.99	2 SLICES TOAST 1.49
2 PC. SAUSAGE 2.99	ENGLISH MUFFIN 1.49
SLICE OF HAM 3.99	CORNED BEEF HASH 3.99
2 PANCAKES 3.99	OATMEAL 2.99

KIDS MENU

1 EGG, CHOICE OF 1 PANCAKE OR 1 FRENCH TOAST, 1 SLICE OF BACON 4.49
1 EGG, HASH BROWNS, 1 SLICE OF BACON, 1 SLICE OF TOAST 4.49
GRILLED CHEESE, FRIES 4.99
CHICKEN TENDERS, FRIES 5.49
HOT DOG, FRIES 4.99

RUSTLER'S SANDWICHES


ALL SANDWICHES ARE SERVED WITH YOUR CHOICE OF FRIES, POTATO SALAD OR MACARONI SALAD.
CHOICE OF PROVOLONE, SWISS OR AMERICAN CHEESE.
UPGRADE TO ONION RINGS FOR \$1.99.

GRILLED CHEESE ON 3 SLICES OF TOAST	5.99	HAM SUB	8.99
HOT HAM, CHEESE ON 3 SLICES OF TEXAS TOAST	8.99	TURKEY SUB	8.99
HOT PASTRAMI, CHEESE	8.99	BACON, LETTUCE, TOMATO	8.99
REUBEN (WITH THOUSAND ISLAND, KRAUT)	8.99	CLUB (TURKEY, HAM, BACON)	8.99
TURKEY REUBEN	8.99	TRIPLE (HAM, TURKEY, ROAST BEEF)	8.99
BBQ BEEF ON HAMBURGER BUN	8.99	BEEF OR CHICKEN PHILLY CHEESE STEAK	8.99
FRENCH DIP (WITH AU JUS)	8.99	1/4 LB. HOT DOG	8.99
MEATBALL	8.99	SONORAN DOG	8.99
ROAST BEEF (COLD)	8.99	(ONIONS, TOMATOES, PINTO BEANS, CHEESE)	

STEER BURGERS

ALL BURGERS ARE SERVED WITH YOUR CHOICE OF FRIES, POTATO SALAD OR MACARONI SALAD. CHOICE OF PROVOLONE, SWISS OR AMERICAN CHEESE. UPGRADE TO ONION RINGS FOR \$1.99.

1/3 LB. HAMBURGER ...	8.99	1/2 LB. HAMBURGER ...	10.99
-----------------------	------	-----------------------	-------

- OR YOUR CHOICE OF  .
- CHEESE BURGER
 - BACON CHEESE BURGER
 - MUSHROOM BURGER WITH SWISS CHEESE
 - SOUTHWEST BURGER (SWISS CHEESE, SALSA, GREEN CHILES)
 - WESTERN BURGER (BACON BBQ SAUCE, ONION RING)
 - TERIYAKI BURGER (PINEAPPLE, BACON, TERIYAKI SAUCE)
 - CAJUN BURGER (MUSHROOMS, CAJUN SAUCE, ONIONS)
 - CHILI BURGER (OPEN FACED WITH CHEESE, ONIONS)
 - PATTY MELT

1/3 LB. BURGER ... 9.99

1/2 LB. BURGER ... 11.99

COMANCHE CHICKEN

ALL SANDWICHES ARE SERVED WITH YOUR CHOICE OF FRIES, POTATO SALAD OR MACARONI SALAD.
CHOICE OF PROVOLONE, SWISS OR AMERICAN CHEESE. UPGRADE TO ONION RINGS FOR \$1.99.

CHICKEN BREAST SANDWICH	9.99	SWISS CHICKEN (SWISS, AVOCADO, SPROUTS)	11.99
WESTERN CHICKEN	11.99	CAJUN CHICKEN	11.99
(BACON, BBQ SAUCE, ONION RING)		(MUSHROOMS, CAJUN SAUCE, ONIONS)	
MUSHROOM CHICKEN	11.99	TERIYAKI CHICKEN (PINEAPPLE, BACON)	11.99
SOUTHWEST (SWISS, SALSA, GREEN CHILES)	11.99		

SIoux SALADS

YOUR CHOICE OF DRESSING INCLUDES RANCH, BLUE CHEESE, THOUSAND ISLAND OR ITALIAN.

SIDE SALAD	3.99
(LETTUCE, CUCUMBER, TOMATOES, CROUTONS)	
GARDEN SALAD	5.99
(LETTUCE, TOMATO, CUCUMBER, ONIONS, BLACK OLIVES, CHEDDAR CHEESE, CROUTONS)	
CHEF SALAD	8.99
(LETTUCE, TOMATO, CHEDDAR, AMERICAN, PROVOLONE CHEESE, HAM, TURKEY, ROAST BEEF, BOILED EGG)	

GRILLED CHICKEN SALAD	8.99
(GRILLED CHICKEN, LETTUCE, TOMATO, ONIONS, AVOCADO, CHEESE, CROUTONS)	

TACO SALAD	8.99
(GROUND BEEF, LETTUCE, CHEESE, PINTO BEANS, SALSA, AVOCADO, TOMATOES, ONIONS)	

SADDLE BAGS

FRIES	3.99
ONION RINGS	5.99
CHILI BOWL	4.99
SOUP OF THE DAY	4.99
CHICKEN TENDER BASKET, FRIES	8.99
SHRIMP BASKET, FRIES	8.99

STRAGGLERS

SIDE OF POTATO SALAD	2.49
EXTRA DRESSING75
SOUR CREAM75
SAUERKRAUT75
JALAPEÑOS, PEPPERONCINI OR GREEN CHILES75
SALSA75
CHILI OR NACHO CHEESE	1.99

WHISTLE WETTERS

COKE, DIET COKE, DR. PEPPER, SPRITE, ROOT BEER,	
ORANGE, MOUNTAIN DEW	2.29
COFFEE	2.29
COFFEE TO-GO	2.29
TEA (UNSWEET, SWEET, RASPBERRY)	2.29
LEMONADE	2.29
ORANGE JUICE	2.49
APPLE JUICE	2.49
MILK	2.99



PIZZA

DINE-IN OR CARRY OUT

LARGE 16" ... 10.99
TOPPINGS: 1.99 EACH

MEDIUM 12" ... 8.99
TOPPINGS: 1.25 EACH

SMALL 8" ... 5.99
TOPPINGS: .75 EACH

TOPPINGS: MEATS & VEGGIES

PEPPERONI
ITALIAN SAUSAGE
CANADIAN BACON

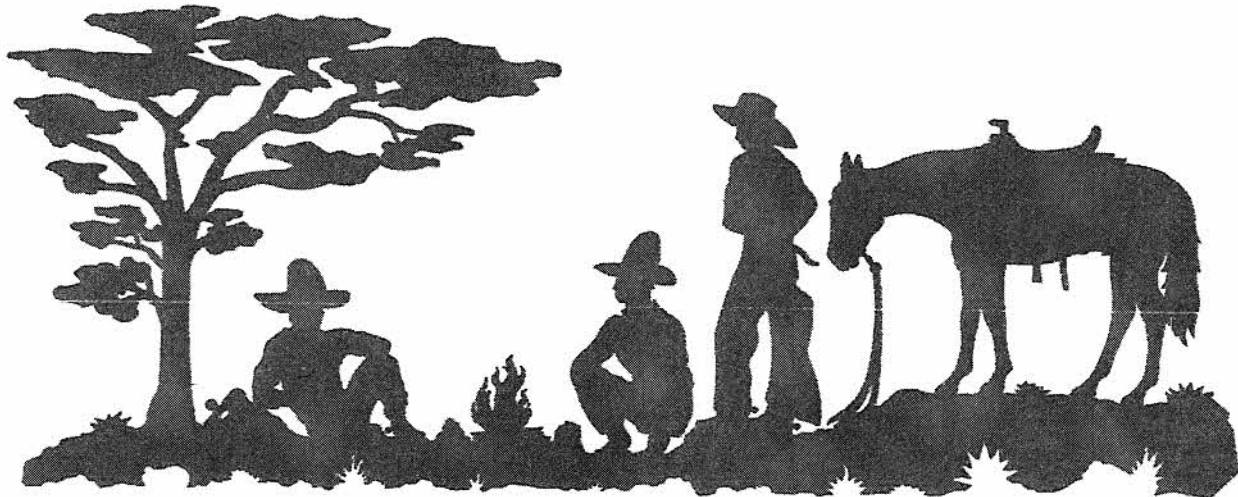
HAM
HAMBURGER
BACON

BLACK OLIVES
ONIONS
GREEN BELL PEPPERS
TOMATOES

PINEAPPLES
MUSHROOMS
JALAPEÑOS

APPETIZERS

- MOZZARELLA STICKS 7.99
CHILI CHEESE FRIES 4.99
JALAPEÑO POPPERS 4.99
WINGS, FRIES 7.99
(BBQ, HOT, GARLIC PARMESAN OR TERIYAKI)
NACHOS SUPREME..... HALF 7.99 FULL 13.99
(TORTILLA CHIPS, GROUND BEEF OR CHICKEN, NACHO CHEESE, BEANS, LETTUCE, ONIONS,
TOMATOES, GREEN CHILES, SOUR CREAM, SALSA)

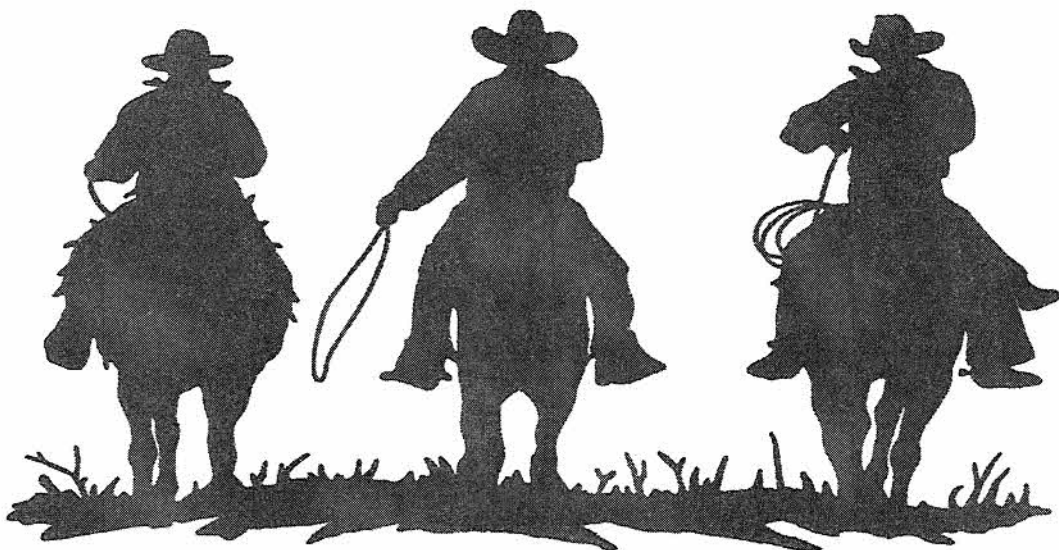


DESSERTS

CHOCOLATE CAKE	4.99
CARROT CAKE	4.99
WHITE OR VANILLA CAKE	4.99
APPLE, CHERRY OR BLUEBERRY PIE.....	3.99
A LA MODE.....	ADD 1.00
PECAN PIE	4.99
BROWNIES	1.99
CHEESECAKE	3.99
CHOCOLATE CREAM PIE	3.99
COCONUT CREAM PIE	3.99
BANANA CREAM PIE	3.99

ICE CREAM

CAKE CONE OR BOWL	1 SCOOP 1.99	ADD A SCOOP99
WAFFLE BOWL	1 SCOOP 2.49	ADD A SCOOP99
WAFFLE CONE	1 SCOOP 2.49	ADD A SCOOP99
SUNDAE			3.89
BROWNIE SUNDAE			4.89
(CHOICE OF SUNDAE TOPPINGS: STRAWBERRY, PINEAPPLE, CHOCOLATE)			
BANANA SPLIT			5.89
MILK SHAKES	16 OZ. 4.49	24 OZ. 5.49	





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

AFFIDAVIT OF POSTING

Date of Posting: 6-18-19 Date of Posting Removal: 7-10-19

Applicant's Name: Douglas Bobby Eugene
Last First Middle

Business Address: 7216 Hwy 92 Hereford 85615
Street City Zip

Job License #: 65426

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS Saylor Compliance Officer 603.3960
Print Name of City/County Official Title Phone Number

[Signature] 7.10.19
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



NOTICE
 APPLICATION TO RENT A CERTAIN NO. 4001 4. (habody)
 PART FORMED JUN 12, 2011 4. (habody)

Thank You For Not Smoking

FISH!
 EVERY
 3pc bre
 French Fr

06/18/2019

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Bobby Eugene Douglas Address: 7216 S. Hwy. 92
Business Name: Chuckwagon Grill & Saloon City/Zip: Hereford 85615
Liquor License #: Job #65426 Parcel #: 104-06-018
Ownership Type: n/a Liquor License Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.


Comments: The Sheriff's Office has not had to respond to a significant number of incidents at the above location within the last 5-years

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

Approval

Disapproval

No Recommendation

Name: Rich Morales Title: Lieutenant
Signature:  Date: 06/20/19
Contact phone: (520)353-5087 Email: RDMorales@cochise.az.gov

Return completed form with any attachments by: 6/18/2019

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:

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

APPLICANT INFORMATION

Applicant Name: Bobby Eugene Douglas Address: 7216 S. Hwy. 92
 Business Name: Chuckwagon Grill & Saloon City/Zip: Hereford 85615
 Liquor License #: Job #65426 Parcel #: 104-06-018
 Ownership Type: n/a Liquor License Special Event Liquor License
 Partner(s): n/a

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	Zoning:	GB – General Business
Use permitted by P&Z?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	Permit#:	Unable to locate parcel file.
Date Permit Issued:	1983		Use Permitted:	Restaurant
If use not permitted, is it LNC?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	Year LNC Established:	N/A

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

Name: Dora V Amaya Title: Zoning Administrator
 Signature: Dora V Amaya Date: June 18, 2019
 Contact phone: 520-803-3960 Email: damaya@cochise.az.gov

Return completed form with any attachments by: 6/18/19

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Bobby Eugene Douglas Address: 7216 S. Hwy. 92
Business Name: Chuckwagon Grill & Saloon City/Zip: Hereford 85615
Liquor License #: Job #65426 Parcel #: 104-06-018
Ownership Type: n/a Liquor License Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Interim Env Health Director
Signature:  Date: 6/4/19
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 6/18/19

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Bobby Eugene Douglas Address: 7216 S. Hwy. 92
Business Name: Chuckwagon Grill & Saloon City/Zip: Hereford 85615
Liquor License #: Job #65426 Parcel #: 104-06-018
Ownership Type: n/a Liquor License Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

xxx Yes No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST I
Signature: KATHLEEN WILSON Date: 6/4/2019
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 6/18/2019

Action 9.
County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Approve ACJC Drug, Gang and Violent Crime Control Grant, ACJC Grant No. DC-20-021

Submitted By: Susana Stark, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 3

Submitted for Signature:

NAME of PRESENTER: Lori Zucco

TITLE of PRESENTER: Attorney II

Mandated Function?: Federal or State Mandate

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

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

Information

Agenda Item Text:

Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-20-021 in the amount of \$152,218, between the Arizona Criminal Justice Commission (ACJC) and Cochise County, effective July 1, 2019 through June 30, 2020.

Background:

The Drug, Gang and Violent Crime Control Program Grant funds one full time Attorney III and 60% of an Attorney II, who prosecute drug and violent crimes. Fiscal Impact & Funding Sources: The amount awarded this year is \$152,218 with a match of 38,055. The match will be paid out of Fund 136 CJE.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

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: 2019-2020

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

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

County Match Required? (\$\$\$): 38055.00

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 40671.00

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 135

Attachments

Cochise County Grant Approval Form

DC Grant Agreement ACJC DC-20-021

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: July 1, 2019

Point of Contact: Kenny Reeves

Phone Number: 432-8700

Department: **County Attorney**

PRIMARY GRANT

Primary Grantor: ARIZONA CRIMINAL JUSTICE COMMISSION

CFDA:
www.CFDA.gov

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

Grant Term From: July 1, 2019

To: June 30, 2020

Total Award Amount: 152,218.00

New Grant: Yes No

Grant No: DC-20-021

Amendment: Yes No

Amendment No:

GL Account No: Fund 135

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice**

District: **CW**

Mandated by Law Yes No

Number of Positions Funded: 1.6

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Prosecution of drug, gang and violent crimes

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

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100 53,276.00
State Funds 336.100 60,887.00
County Funds 391.000 38,055.00
Other Funds:
Total Funds: 152,218.00

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: \$ 40,671.00 (b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 40,671.00

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

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

ACJC Grant Number DC-20-021
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1st day of June, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE." The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
 PO Drawer CA
 Bisbee, AZ 85936
Attn: The Honorable Brian McIntyre

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$119,857.00
Fringe Benefits (for salaries/overtime)*	\$32,361.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$152,218.00
Positions Funded: Attorney III- Cochise CA (1.0), Attorney II- Cochise CA (.50)	
Equipment Type: Not Approved.	

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

7. GRANTEE understands that other Federal grant funds cannot be used as a match for this grant. The total to be paid by the COMMISSION under this Agreement shall not exceed \$53,276.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$60,887.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$38,055.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of

the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

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

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment* when the equipment is no longer needed for the grant program.
Link: *e-CFR Navigation Aid:* <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

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

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

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

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

- 20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
- 21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
- 22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
- 23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
- 24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
- 25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- 26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
- 27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Post-award Requirements" in the DOJ Grants Financial Guide").
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - (a) In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - (b) The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - (c) The arbitration shall be conducted in Maricopa County.
 - (d) The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - (e) The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - (f) It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in

- the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- (g) The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
- (h) Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

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

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

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

- (a) In accepting this award, the GRANTEE-
 - (i) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (ii) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- (b) If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - (i) it represents that-
 - 1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - (ii) it certifies that, if it learns or is notified that any sub-recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of *Uniform Guidance (2 CFR 200 subpart F 200.500)* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *Audit Requirements for OJP Awards:*
<https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.
Link: *2 C.F.R Part 200 for OJP Awards:*
<https://ojp.gov/funding/Part200UniformRequirements.htm>
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.

Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2018-DJ-BX-0444 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:

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

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

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>

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

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

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

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply

may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

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

Link: <http://www.azcjc.gov/grants>

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

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

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

Link: <http://niem.github.io/reference/specifications/>

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

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

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication

backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the

- extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
 74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
 75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 77. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
 78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.
 79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
 80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall be in full force and effect.
 81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
 82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

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

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C section 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.
6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
7. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
8. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
9. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpssso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage.

Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.

- 10.** Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 11.** GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
 - a.** Requirement to collect certain information from sub-recipients
 - i)** The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed sub-recipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All sub-recipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from sub-recipients that are either a tribal government/organization, a nonprofit organization or a private institution of higher education.
 - b.** Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance
 - i)** With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any sub-recipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 - ii)** Certifications from sub-recipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no sub-recipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.
 - iii)** Rules of Construction
 - (1)** For purposes of this condition:
 - (2)** "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
 - (3)** "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials

to be "government officials.")

- (4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

- c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

- i) Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

- ii) Rules of construction

- (1) For purposes of this condition--
- (2) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.101(a)(3));
- (3) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any de-confliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
- (4) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
- (5) the term "public disclosure" means any communication or release other than one--
 - (a) within the recipient, or
 - (b) to any sub-recipient (at any tier) that is a government entity.

12. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be emailed to dcadmin@azcjc.gov and originals must be kept at the GRANTEE'S agency.

- a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at <http://azcjc.gov/drug-gang-violent-crime>
- b. Benchmark Worksheet can be submitted through <http://acjcreporting.azcjc.gov>
- c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at <http://acjcreporting.azcjc.gov>

Before the COMMISSION may transmit Federal funds from the FY 2018 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

d. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction and DHS and ICE Communications Questionnaire. Failure to submit the following two (2) certifications and Questionnaire will result in a hold of Federal funds. The DHS and ICE Communications Questionnaire document will be sent by email with grant agreement documents and attachments. Certifications and Assurances and Communications Questionnaire and may be returned by email to dcadmin@azcjc.gov or by mail.

- i) The two required certifications can be obtained at:
https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_13731644_Rev0816.pdf
and
https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_VARIOUS_Rev1025.pdf
- ii) DHS and ICE Communications Questionnaire. Form can be found at:
<http://azcjc.gov/drug-gang-violent-crime>

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for the implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

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

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

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

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

20. GRANTEE must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The GRANTEE’S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

**Action 10.
County Schools**

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

Approval to Levy for Cash Deficit for FY2019-20

Submitted By: Kimberly Madden, County Schools

Department: County Schools

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

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

NAME of PRESENTER: Debra Prow **TITLE of PRESENTER:** Business Manager

Mandated Function?: Federal or State **Source of Mandate** 15-992
Mandate **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve levy for cash deficit correction for Benson, Douglas and Sierra Vista Unified School Districts prior to adopting tax rates on August 19, 2019.

Background:

The school districts that are requesting approval to levy for cash deficit correction are:

1. Benson Unified \$150,000 Cash Deficit Correction Tax Rate: 0.3338
2. Douglas Unified \$1,900,000 Cash Deficit Correction Tax Rate: 2.6389
3. Sierra Vista (EI) \$953,966 Cash Deficit Correction Tax Rate: 0.2389
4. Sierra Vista (HS) \$576,543 Cash Deficit Correction Tax Rate: 0.1432

Department's Next Steps (if approved):

BOS approval of the cash deficit levy is required before submitting to the Property Tax Oversight Commission (PTOC) for approval.

Impact of NOT Approving/Alternatives:

The impact of not approving the rates will affect the overall budget of each district, which will affect the students and staff. Staff cutbacks and program cuts could result. Schools would have to rely on credit advances.

To BOS Staff: Document Disposition/Follow-Up:

County Superintendent's Office will notify districts of BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: n/a

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

n/a

Fund Transfers

Attachments

BOS Tax Rate Memo

Tax Levy Letter DUSD #27

Tax Levy Letter SVPS #68



OFFICE OF THE
COCHISE COUNTY SCHOOL SUPERINTENDENT

PO Drawer 208
Bisbee, Arizona 85603

Jacqui Clay
SUPERINTENDENT

Telephone No. (520) 432-8951
Fax No. (520) 432-7136

To: BOS
From: Nikki Madden
Re: Cash Deficit Correction Approval
Date: July 23, 2019

This memo is regarding the three school districts in our county requesting BOS approval to levy to correct a cash deficit:

1. Benson Unified	\$150,000	Cash Deficit Correction Tax Rate: 0.3338
2. Douglas Unified	\$1,900,000	Cash Deficit Correction Tax Rate: 2.6389
3. Sierra Vista (El)	\$953,966	Cash Deficit Correction Tax Rate: 0.2389
4. Sierra Vista (HS)	\$576,543	Cash Deficit Correction Tax Rate: 0.1432

Benson Unified School District:

1. We have carry forward from 1819 budget in the approximate amount of \$37,000 that needs to be covered in our tax levy for FY1920.
2. We had an outstanding line of credit payment at July 1 that needs to be covered.

Douglas Unified School District: letter attached

Sierra Vista Unified School District: letter attached



DOUGLAS UNIFIED SCHOOL DISTRICT # 27

Administrative Offices - 1132 12th Street

Douglas, Arizona 85607

(520) 364-2447 ~ Fax: (520) 224-2470

Ana Samaniego
Superintendent

Cesar Soto
Chief Financial & Operations Officer

Fernando Nuñez
Asst. Superintendent / HR Director

July 16, 2019

To Whom it may concern:

Douglas Unified has been carrying a negative cash balance since May 2019 in our General Operating Fund. We have not used the Credit Line because our Treasure Special projects fund 100 has been supporting our negative balance. Our goal is to run our General fund in the black this coming year. Therefore, we will need \$1,900,000 in the cash deficit in order to achieve our goal.

Sincerely

Cesar Soto
Chief Financial & Operations Officer

Working together, raising standards, and developing leaders.

Douglas Unified School District #27 does not discriminate against any individual on the basis of race, color, religion, sex, age, disability or national origin in its educational and employment practices or programs.

El Distrito Escolar #27 de Douglas no discriminara a ninguna persona por motivos de raza, color, religión, sexo, edad, discapacidad u origen nacional en sus centros de enseñanza y las prácticas de empleo o programas.

**County School Superintendent
FY 2019-2020 School District Tax Rates and Levies**

School District Name and Number: Name of School District #27
 CTD Number: 020227000

Primary Net Assessed Values: \$ 71,998,855
 SRP Net Assessed Values: \$ -
 Total: \$ 71,998,855

Student Count: 3,942
 Equalization Assistance: \$ 20,498,286

	PSD-8	9-12	Total	
Qualifying Tax Rate (QTR)	\$ 1.8954	\$ 1.8954	\$ 3.7908	
Equalization Assistance Base	\$ 13,778,706.44	\$ 9,448,911.51	\$ 23,227,617.95	
Equalization Assistance Base Tax Rate	\$ 19.1374	\$ 13.1237	\$ 32.2611	
Lesser of QTR or Equalization Base	\$ 1.8954	\$ 1.8954	\$ 3.7908	QTR Tax Rate: \$ 3.7908
Transportation Revenue Control Limit (TRCL)		\$ 551,509.54		
Less Transportation Support Level (TSL)		\$ 271,394.10		
Less additional reduction, if applicable		\$ -		
TRCL less TSL (or a lesser amount)		\$ 280,115.44		TRCL/TSL Tax Rate: \$ 0.3891
Dropout Prevention Programs	\$ -	\$ -	\$ -	Dropout Prevention Tax Rate: \$ -
Tuition Out Debt Service	\$ -	\$ -	\$ -	Tuition Out Debt Service Tax Rate: \$ -
Interest Expenses for Registering Warrants	\$ -	\$ -	\$ -	Registering Warrants Tax Rate: \$ -
Tuition Loss	\$ -	\$ -	\$ -	Tuition Loss Tax Rate: \$ -
Small School Adjustment	\$ -	\$ -	\$ -	Small School Adjustment Tax Rate: \$ -
Liabilities in Excess of School Budget	\$ -	\$ -	\$ -	Excess Liabilities Tax Rate: \$ -
Adjacent Ways Levy	\$ -	\$ -	\$ -	Adjacent Ways Tax Rate: \$ -
Non-State Aid Districts Tax Judgments	N/A	\$ -	\$ -	Tax Judgments Tax Rate: \$ -
Non-State Aid / Underestimated ADM	N/A	\$ -	\$ -	Underestimated ADM Tax Rate: \$ -
Approved Cash Deficit Correction	N/A	\$ 1,900,000.00	\$ -	Cash Deficit Correction Tax Rate: \$ 2.6389
Less Impact Aid Transferred to M&O to reduce tax levy	\$ -	\$ -	\$ -	Less Impact Aid Tax Rate Reduction: \$ -
GPLET Net Assessed Values	\$ -	NAV ÷ 100 * QTR	\$ -	\$ 3.7908
Less prior year GPLET collections	\$ -	\$ -	\$ -	
GPLET Levy	\$ -	\$ -	\$ -	GPLET Tax Rate: \$ -
SECONDARY TAX RATES AND LEVIES				
Desegregation	\$ -	\$ -	\$ -	Desegregation Tax Rate: \$ -
Maintenance & Operations (M&O) Override	\$ -	\$ -	\$ -	M&O Override Tax Rate: \$ -
Unrestricted Capital Outlay Override	\$ -	\$ -	\$ -	Capital Outlay Override Tax Rate: \$ -
Total Class A Debt Service Levy	\$ -	\$ -	\$ -	Class A Debt Service Tax Rate: \$ -
Total Class B Debt Service Levy	\$ -	\$ 525,809.31	\$ -	Class B Debt Service Tax Rate: \$ 0.7303
FINAL CLASS A DEBT SERVICE TAX LEVY *	\$ -	\$ -	\$ -	FINAL DESEGREGATION LEVY * \$ -
FINAL CLASS B DEBT SERVICE TAX LEVY *	\$ -	\$ 525,809	\$ -	FINAL M&O OVERRIDE LEVY * \$ -
<i>* Tax levy excludes voluntary contributions in lieu of property taxes.</i>				
Preliminary Primary Tax Rate	\$ 6.8188			Additional Tax Rate (\$15-992.B): \$ -
Maximum allowable tax rate per § 42-17151, if applicable	N/A			Additional Tax Levy (\$15-992.B): \$ -
NET ASSESSED VALUES	\$ 71,998,855			
FINAL PRIMARY TAX RATE	\$ 6.8188			FINAL SECONDARY TAX RATE \$ 0.7303
FINAL PRIMARY TAX LEVY *	\$ 4,909,458			FINAL SECONDARY TAX LEVY * \$ 525,809
TOTAL PRIMARY AND SECONDARY FY 2019/2020 TAX RATE			\$ 7.5491	
<i>* Tax levy excludes voluntary contributions in lieu of property taxes.</i>				

I accept the FY 2019/2020 tax rates as presented above.

CESAR SOTO CFO
 Printed Name and Title
C. Soto
 Signature
 Date 7.16.19



Business Office

3555 E. Fry Boulevard
Sierra Vista AZ 85635

520-515-2730 Phone
520-515-2744 Fax

July 12, 2019

Cochise County School Superintendent's Office

100 Clawson Avenue, 3rd Floor

Bisbee AZ 85603

Superintendent Clay,

The Sierra Vista Unified School District No. 68 is requesting a petition to the Cochise County Board of Supervisors to authorize a re-levy of uncollected taxes based on a shortage of year-end Maintenance and Operations cash balance in recent years Sierra Vista Unified School District.

We have several large payments that are processed at our fiscal year end. These payments, combined with uncollected tax revenues, resulted in our deficit this year, as well as in recent years. We would like the re-levy so that we're able to collect an adequate amount of tax revenues locally, given the reduced funding from the state of Arizona, in order to be in a positive cash situation throughout the year.

Thank you for your assistance with this. Please don't hesitate to contact me with questions regarding this request.

Respectfully,

Christine Stone

Christine Stone

Director of Finance

SVUSD #68

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019
Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement

Submitted By: Curtis Wilkins, County Sheriff

Department: County Sheriff

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Curtis Wilkins **TITLE of PRESENTER:** Lieutenant

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 Arizona Criminal Justice Commission (ACJC) Grant No. DC-20-003 to fund overtime for the Sheriff's Office Special Operations Division in support of narcotics and smuggling investigations, effective July 1, 2019 through June 30, 2020, in the amount of \$122,971.

Background:

This ACJC grant has been utilized for many years to assist in combating the sale of illegal narcotics and to conduct operations to counter act smuggling activity throughout Cochise County and the State of Arizona. The funding is restricted for use under the Special Operations Division for these specific functions.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue their investigations into high level narcotics dealers and continue to grow their counter smuggling investigations.

Impact of NOT Approving/Alternatives:

If not approved, this will hinder our ability to investigate the sale of narcotics and smuggling through out Cochise County allowing criminal organizations to gain a stronger foothold in the County.

To BOS Staff: Document Disposition/Follow-Up:

The approved grant needs to returned to the Criminal Justice Commission for their final signature.

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

ACJC grant FY 2020



Arizona Criminal Justice Commission

June 1, 2019

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice Chairperson
JOE R. BRUGMAN, Chief
Safford Police Department

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

SEAN DUGGAN, Chief
Chandler Police Department

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

FRANK MILSTEAD, Director
Department of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

STEVE STAHL, Chief
City of Maricopa Police Department

STEVE WILLIAMS
Navajo County Supervisor

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
Former Judge

VACANT
Sheriff

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 Judd Drive
Bisbee, AZ 85603

Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2020 Cycle 33 Award, DC-20-003

Dear Sheriff Mark Dannels:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 33, FY 2020 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the attached agreement and accompanying documentation as revisions or new requirements have been included. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant, and the reporting schedules are contained in the agreement. Activity reporting can be accessed through: <http://acjcreporting.azcjc.gov>

If you have any questions, please contact Simone Courter at scourter@azcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program



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

ACJC Grant Number DC-20-003
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1st day of June, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE." The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Sheriff's Office
 205 Judd Drive
 Bisbee, AZ 85603
 Attn: **Sheriff Mark Dannels**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$0
Fringe Benefits (for salaries/overtime)*	NOT APPROVED
Overtime	\$122,971.00
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$122,971.00
Positions Funded:	
Equipment Type: Not Approved.	

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

- GRANTEE understands that other Federal grant funds cannot be used as a match for this grant. The total to be paid by the COMMISSION under this Agreement shall not exceed \$43,040.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$49,188.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$30,743.00.
- Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award

funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

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

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment* when the equipment is no longer needed for the grant program.
Link: e-CFR Navigation Aid: <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

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

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

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

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

- 20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
- 21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
- 22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
- 23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
- 24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
- 25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- 26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
- 27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Post-award Requirements" in the DOJ Grants Financial Guide").
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - A. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - B. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - C. The arbitration shall be conducted in Maricopa County.
 - D. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - E. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - F. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

- G. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - H. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."
38. Restrictions and certifications regarding non-disclosure agreements and related matters
- No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor

to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

A. In accepting this award, the GRANTEE-

- i) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

i) it represents that-

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

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

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

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

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

41. GRANTEE will comply with the audit requirements of *Uniform Guidance (2 CFR 200 subpart F 200.500)* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *Audit Requirements for OJP Awards:*
<https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.
Link: *2 C.F.R Part 200 for OJP Awards:*
<https://ojp.gov/funding/Part200UniformRequirements.htm>
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2018-DJ-BX-0444 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:
Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and

participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>

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

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

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

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
59. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)). .

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

Link: <http://www.azcjc.gov/grants>

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

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

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

Link: <http://niem.github.io/reference/specifications/>

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

Link: https://it.ojp.gov/gsp_grantcondition

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

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

copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
77. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.
79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall be in full force and effect.
81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

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

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C section 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.
6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
7. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
8. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

9. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
10. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
11. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
 - a. Requirement to collect certain information from sub-recipients
 - i) The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed sub-recipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All sub-recipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from sub-recipients that are either a tribal government/organization, a nonprofit organization or a private institution of higher education.
 - b. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance
 - i) With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any sub-recipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 - ii) Certifications from sub-recipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no sub-recipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.
 - iii) Rules of Construction
 - (1) For purposes of this condition:
 - (2) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

- (3) "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

- c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

- i) Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

- ii) Rules of construction

(1) For purposes of this condition--

(2) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.101(a)(3));

(3) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any de-confliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(4) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(5) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any sub-recipient (at any tier) that is a government entity.

12. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be emailed to dcadmin@azcjc.gov and originals must be kept at the GRANTEE'S agency.

- a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at <http://azcjc.gov/drug-gang-violent-crime>
- b. Benchmark Worksheet can be submitted through <http://acjcreporting.azcjc.gov>
- c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at <http://acjcreporting.azcjc.gov>

Before the COMMISSION may transmit Federal funds from the FY 2018 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

- d. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction and DHS and ICE Communications Questionnaire. Failure to submit the following two (2) certifications and Questionnaire will result in a hold of Federal funds. The DHS and ICE Communications Questionnaire document will be sent by email with grant agreement documents and attachments. Certifications and Assurances and Communications Questionnaire and may be returned by email to dcadmin@azcjc.gov or by mail. The two required certifications can be obtained at:

https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_13731644_Rev0816.pdf

and

https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_VARIOUS_Rev1025.pdf

- e. DHS and ICE Communications Questionnaire. Form can be found at: <http://azcjc.gov/drug-gang-violent-crime>
- 13.** GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
- 14.** GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
- 15.** GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for the implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.
- 16.** GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

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

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

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

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

20. GRANTEE must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The GRANTEE’S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

a. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" - within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

b. Rules of construction**i) For purposes of this condition:**

- (1)** The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1 101(a)(3)).
- (2)** The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 1025 l(a)(7)).
- (3)** The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or of significantly delaying or complicating.

- ii)** Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

22. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

a. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide - as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government- contracted) correctional facility receives from

DHS a formal written request pursuant to the INA that seeks such advance notice.

b. Rules of construction

i) For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 110(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

ii) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

iii) Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose - to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

iv) Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Authorized Official Initials: AmqO

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

FOR GRANTEE:

[Handwritten Signature]

Authorized Signatory

07/11/2019

Date

Mark J. Daniels Sheriff

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Christine J. Roberts

Legal counsel for GRANTEE

July 9, 2019

Date

Christine J. Roberts, Civil Deputy, Cochise County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R. S. 11-251, A.R.S. 11-441

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

Regular Board of Supervisors Meeting

Meeting Date: 07/23/2019

FY20 Court Appointed Special Advocate (CASA) Funding Agreement

Submitted By: Rita Shipley, Court Administration

Department: Court Administration

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Rita Shipley

TITLE of PRESENTER: Rita Shipley

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Fiscal Year 2019-2020 Court Appointed Special Advocate (CASA) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2019 through June 30, 2020, in the amount of \$116,850.

Background:

The purpose of the allocation for the CASA program is to recruit and train community-based volunteers who represent and advocate for the best interests of abused and neglected children in the courts.

Department's Next Steps (if approved):

Receive AOC funding and administer the program.

Impact of NOT Approving/Alternatives:

No funding for the CASA program.

To BOS Staff: Document Disposition/Follow-Up:

BOS approval only. No signature or additional documents/follow-up needed.

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

FY20 Funding Agreement
Grant Approval Form

**Arizona Supreme Court
Administrative Office of the Courts
CASA**

FUNDING AGREEMENT

Fiscal Year 2020

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts (“AOC”), and the Superior Court in Cochise County (“Grantee”).

1. TERM

This Agreement becomes effective on July 1, 2019, and shall remain in effect through June 30, 2020.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding; (b) statutory changes in the program; (c) Grantee’s failure to implement or operate the approved plan; (d) Grantee’s noncompliance with this Agreement or other program requirements; or (e) other circumstances necessitating such action. Either party may terminate this Agreement upon thirty (30) days written notice to the other party by certified mail.

3. FUNDING RATIO

- a. Funding will be provided on a ratio of 1 Program Manager for every 10 county coordinators; 1 county coordinator for 40 volunteers; 1 county support staff for no less than 2 FTE county coordinator positions. The ratio shall be pro-rated for all FTEs lower than one. Distances and multiple offices in a county, or extenuating circumstances, may be considered for exceptions to this ratio. The total county coordinator FTE shall not exceed 1.0 until the 40 volunteers to 1 county coordinator position ratio is met.

The number of volunteers who are active but who are not appointed to cases shall not exceed 10% of the total number of volunteers.

- b. The county Program Manager is responsible for direct reporting of 15 staff (10 county coordinators, 5 county support staff, and 400 volunteers) and shall not be held to the county coordinator to volunteer ratio.

- c. The county program shall ensure funds disbursed by the CASA state office are held in a separate revenue account.
- d. The county program shall notify the state CASA manager within 15 days of any county vacancy. The county program shall seek the written approval of the state office prior to filling any state-funded vacancy. The state office shall consider the current state of the CASA budget prior to approving the filling of the vacancy. Should the budget allow, the state office shall base the approval on compliance with the funding ratios established in #3a of this Funding Agreement.

4. FUND ACCOUNTING

Funds distributed to Grantee shall be deposited in a Special Revenue Fund established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in accordance with its approved plan. Funds disbursed to Grantee for reimbursement of approved expenses do not have to be deposited into a Special Revenue account.

5. EXPENDITURES

- a. **Distribution of Funds.** The AOC may retain all or any portion of the funds allocated to Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of Grantee and to be disbursed to the Grantee are set forth in Addendum A of this Agreement. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of Grantee's need for and usage of the funds.
- b. **Reimbursement.** Grantee shall reimburse volunteers for per diem and mileage costs for attending the mandatory initial Orientation Training, to the extent funds are available and according to state travel policies. The county coordinator may authorize reimbursement for volunteer training and extraordinary travel expenditures if funds are available, and according to state travel policies.
- c. **Reporting Requirements.** Grantee shall submit quarterly progress reports to the AOC fifteen days after the end of each quarter. Quarters begin July 1, October 1, January 1, and April 1. See schedule outlined below for progress report due dates. If the 30th falls on a weekend or holiday, the progress report is due by 5:00 pm the next business day. A final report is due no later than 31 days after the end of funding cycle.

Grantee shall submit quarterly financial statements to the AOC by October 30, 2019, January 30, 2020 and April 30, 2020. A final closing financial statement is due to the AOC by August 31, 2020, and shall include any unexpended funds and interest in accordance with paragraph 4 of this Agreement. An inventory report with serial numbers of all equipment and office furnishings purchased with grant funds is due with the closing financial statement. Please note that the inventory report is due annually, instead of quarterly, and will be submitted with the final report on August 31, 2020.

The schedule for FY20 deliverables is as follows:

Progress Report Due Dates	October 15, 2019
	January 15, 2020
	April 15, 2020
	July 15, 2020
Financial Statement and Inventory Report Due Dates	October 30, 2019
	January 30, 2020
	April 30, 2020
Closing Financial Statement and Inventory Report Dates	August 31, 2020
Revertment, as applicable	September 1, 2020

- d. Unexpended Funds.** Funds unencumbered as of June 30, 2020 and unexpended as of July 31, 2020 plus all unexpended interest accrued on such funds while in the possession of Grantee, shall be transmitted to the AOC for reversion no later than September 1, 2020. A carry forward of unexpended funds in to fiscal year 2021 will be considered with a written request approved by the AOC. The written request must include a detailed itemized list, including dollar amount, of how the funds are going to be expended. If funds are going to be reverted the reversion shall be accompanied by a closing financial statement signed by the Presiding Judge or appropriate Division/Department head if this Agreement is between the AOC and an organization other than an Arizona court.
- e. Inappropriate Expenditures.** Grantee shall expend funds only for the purposes and uses specified in the approved plan and budget. Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement. Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with AOC funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.

- f. Budget Modifications.** Funds shall not be moved to or from any budget category without prior written approval from the AOC. All budget modifications shall be in accordance with the AOC's Budget Modification Policy.
- g. Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2020 all unexpended funds in the possession of Grantee shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with grant funds. If termination is due to failure of Grantee to comply with the approved plan, the AOC may require return of equipment and supplies purchased with grant funds.

6. BOOKS AND RECORDS

- a. Financial Records and Examination.** Grantee shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by Grantee and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.
- b. Program Records and Evaluation.** The AOC may monitor and evaluate the local plan to determine its effectiveness. As a condition of receipt of grant funds, Grantee agrees to maintain and provide to the AOC such data and statistics as may be required for purposes of evaluation. Grantee further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

7. INVENTORY

Equipment purchased with funds received pursuant to this Agreement shall become the property of Grantee, and Grantee shall maintain written inventory and property control policies and procedures covering the equipment. Grantee may use its existing inventory system, but must at a minimum maintain the information required by AOC policies and procedures.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for three years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. Grantee is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment which is no longer needed or usable shall be held in surplus as required by this Agreement. If no such requirements are included in the Agreement, then local surplus property procedures may be utilized.

9. SANCTIONS

In addition to any other remedy available pursuant to this Agreement, Grantee may be placed in financial sanction status for deficiencies including but not limited to, delinquent submissions, delinquent reports, inaccurate reporting of statistics, inadequate records, expenditures outside of the approved budget, and noncompliance with the approved plan for this or any other grant. During the period of sanction status, the AOC may take any appropriate action including:

- a. Written warning with request for immediate compliance.
- b. Withholding all or any portion of future program funds or equipment disbursements.
- c. Withholding all disbursements from all program funds.
- d. Requiring monthly submission of expenses prior to disbursement.
- e. Requiring monthly submission of expenses for reimbursement of actual costs incurred.
- f. Recovery of funds or equipment already disbursed.

To receive reimbursement while in sanction status, Grantee shall submit a monthly request to the AOC detailing expenses in funding categories as delineated on Addendum A. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

10. PERFORMANCE LIABILITY

Except as otherwise provided by law, in the performance of this Agreement and Grantee's approved plan both parties hereto are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party is solely responsible for the actions of its employees under this Agreement.

JUVENILE COURT IN
Cochise County

By

Terry Bannan 7/8/19

Presiding Judge

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE
COURTS

By

Mike Baumstark

Deputy Administrative Director

ADDENDUM A

CASA of Arizona Juvenile Court in Cochise County for Fiscal Year 2020

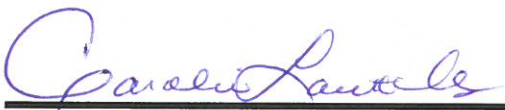
Addendum date: July 1, 2019 NOTE: This addendum supersedes all previously dated addenda

TOTAL AMOUNT AWARDED: **\$116,850**

APPROVED BUDGET		
Category	FTEs	Amount
Personnel—Salaries	2.00	\$74,061
Personnel—ERE		\$23,150
Travel		\$7,139
Operating		\$10,500
Equipment		\$2,000
Other		-
TOTAL DISBURSED AMOUNT		\$116,850

SCHEDULED DISBURSEMENTS				
July 31, 2019	October 31, 2019	March 16, 2020	May 15, 2020	
\$28,044	\$28,044	\$30,381	\$30,381	

Signed:



Caroline Lutt-Owens, Director
Dependent Children's Services Division—Arizona Supreme Court

6/18/19

Date

Signed:



Presiding Judge

7/8/19

Date

AOC Finance Office Receipt:

Fund Manager

Date

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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