



Cochise County Board of Supervisors

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THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE R. MORRISON
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, November 5, 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.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of October 22, 2019.
2. Accept a grant from the Ak-Chin Indian Community as a pass through for the Sunsites-Pearce Fire District in the amount of \$126,789.99.
3. Approve the 2020 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2020, the 2020 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2020 meeting schedule.

County Sheriff

4. Approve IGA between the Arizona Department of Public Safety (DPS) and Cochise County Sheriff's Office (CCSO) for the purpose of enhancing law enforcement services concerning gangs and any related criminal activities through the cooperative efforts of the parties to this IGA.

Court Administration

5. Approve Proclamation for Friday, November 15, 2019 to be proclaimed as National Adoption Day in Cochise County.

Elections

6. Approve the appointment of 3 Democrat Precinct Committeemen and 3 Republican Precinct Committeemen by recommendation of their Cochise County Party Chairmen to serve through the October 1, 2020 term, and approve the resignations of 2 Republican Precinct Committeeman.

Finance

7. Approve demands and budget amendments for operating transfers.

ACTION

County Sheriff

8. Approve the Westend Radio Communications Tower Intergovernmental Agreement between Cochise County and the City of Sierra Vista for the installation and continued maintenance of a simulcast repeater on the Westend Radio Communications Tower, in the amount of \$617,000, effective immediately.

Health & Social Services

9. Approve Award letter for 20-26-HEA-02 for a Community Dashboard between mySidewalk, Inc and Cochise Health & Social Services, in the amount of \$100,000 over a 5 year period.

Human Resources

10. Approve Policy Number 2230, entitled Traumatic Event Counseling for Peace Officers and Public Safety Employees, effective November 5, 2019.

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.

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 Julie Morales, Cochise County Risk Management & Safety, (520) 432-9830, 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: 11/05/2019

Minutes

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of October 22, 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:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 11/05/2019

Accept funds as a pass through for Sunsites Pearce Fire District

Submitted By: Arlethe Morrison, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable): n/a

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

Information

Agenda Item Text:

Accept a grant from the Ak-Chin Indian Community as a pass through for the Sunsites-Pearce Fire District in the amount of \$126,789.99.

Background:

The County has the authority to act as a pass through agency for special districts in need of additional funding to support their local statutory mandates.

The District participates in a mutual aid agreement and assists other agencies within Cochise County and the region.

The County will receive funds on the behalf of the District. The County will disperse the funds to the District upon receipt. The District will comply with all additional grant requirements.

Department's Next Steps (if approved):

Send one original to Chief Steinberg.

Impact of NOT Approving/Alternatives:

The fire district will not be able to receive funding.

To BOS Staff: Document Disposition/Follow-Up:

Mail one original signed resolution to Chief Steinberg

Joshua Steinberg

Fire Chief

Sunsites-Pearce Fire District

Office: 520-826-3645

Cell: 520-508-6994

Fax: 520-826-3586

jsteinberg@sunsitesfire.org

Attachments

Agreement

**Fiscal Agent/Grant Agreement
Among
Ak-Chin Indian Community
and
Cochise County
and
Sunsites-Pearce Fire District**

This Fiscal Agent / Grant Agreement ("Agreement") is entered into by and among the Ak-Chin Indian Community ("Community"), a federally recognized Indian tribe having its principal place of business at 42507 W. Peters and Nall Road, Maricopa, Arizona 85138, Cochise County ("Municipality"), a county incorporated under the laws of the State of Arizona having its principal place of business at 1415 Melody Lane, Building G, Bisbee, Arizona 85603, and (and for the benefit of) Sunsites-Pearce Fire District ("Grantee"), a non-profit and special taxing district established under the laws of the State of Arizona having its principal place of business at 105 N. Tracy Rd., Pearce, Arizona 85625.

RECITALS

WHEREAS, the Community Council is authorized pursuant to Article IV, Section (b) of the Constitution of the Ak-Chin Indian Community to "negotiate and enter into contracts with Federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises or organizations"; and

WHEREAS, pursuant to the authorities granted to counties incorporated pursuant to Arizona Revised Statutes §11-201, the Municipality is authorized to enter into contracts, such as this Agreement, and accept grant funding on behalf of the Grantee; and

WHEREAS, the Grantee is a non-profit organization that, pursuant to its Articles of Organization and A.R.S. §48-805 (A)(11), can enter into agreements, such as this Agreement, and accept grant funding thereunder; and

WHEREAS, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona ("Compact"), in exchange for substantial exclusivity covenants by the State, the Community did agree to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

WHEREAS, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns, or counties of the Community's choosing, for services that benefit the general public; and

WHEREAS, non-profit organizations, which provide a service for the general public, may also benefit from 12% Contribution funds provided that a city, town, or county will (1) accept the funding on behalf of the non-profit organization's behalf and (2) provide that funding to the non-profit, thereby acting in the capacity as a fiscal agent for the non-profit; and

WHEREAS, the Grantee is a non-profit organization and has made arrangements with the Municipality whereby the Municipality has agreed to accept a grant on behalf of the Grantee and act as a fiscal agent so that the Grantee may receive a 12% Contribution; and

WHEREAS, the Grantee submitted an application ("Application") to the Community for a grant from the 12% Contribution ("Grant") which, among other things, included assurances that the Municipality would work with the Grantee for the purpose of obtaining the Grant funding; and

WHEREAS, the Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of supporting select expenditures and tasks of the project proposed in the Application ("Project"), which the Grantee wishes to accept.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Community hereby agrees to make and the Grantee agrees to accept, with the Municipality acting as the fiscal agent, the Grant, subject to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.1 Contents of Agreement. The agreement between the parties will consist of this Agreement and the Grantee's Application ("Application," as defined further in Section 1.2), which (a) was signed by the Grantee on July 8, 2019 (and which is supported by the Municipality, as documented in a letter from the Municipality dated April 19, 2019), and (b) seeks funding for the Project ("Project" is defined below in Section 1.2), that the Grantee submitted to the Community and which is attached hereto and incorporated herein as Exhibit "A."

1.2 General Definitions. Unless otherwise provided herein, when used in this Agreement:

- (a) "Application" means the application submitted by the Grantee, which is attached hereto and incorporated herein as Exhibit "A" and which includes the following: (1) the Ak-Chin Indian Community Grant Cover Sheet, (2) the narrative submitted by the Grantee, (3) the Letter from Cochise County dated April 9, 2019, showing that the Municipality has agreed to accept funding on behalf of the Grantee, (4) any and all attachments to the Application (including, but not limited to, proof of tax-exempt status), and (5) any and all other documents submitted to the Community by the Grantee or

the Municipality related to the Grantee's Application and submitted in consideration for receiving a Grant.

- (b) "Fiscal agent" means the Municipality, under an agency relationship, which has agreed, and is authorized by the Grantee, to conduct only the following transactions: (1) accepting the Community's 12% Contribution Grant funding on behalf of Grantee and (2) promptly disbursing the Community's 12% Contribution Grant funding to Grantee. Municipality shall make every effort to disburse the funding to the Grantee within thirty (30) days from the date on which the Municipality receives the Grant funding from the Community.
- (c) "Grant" means funding awarded by the Community as a part of the Community's 12% Contribution.
- (d) "Project" means the "Replace Outdated Cardiac Monitors" program or project proposed in and described by the Grantee in its Application.

ARTICLE II - TERM

2.1 The term of this Agreement ("Term") will commence upon the effective date ("Effective Date") which shall be the later of either 1) the date this Agreement is fully executed by all parties

2.2 Unless otherwise terminated in accordance with the Article VIII below or extended upon the approval of the Community, which such approval may be given in the form of a Community Resolution, without requiring further written amendment of this Agreement, the term of this Agreement will expire on occurrence of the first of either: (a) one (1) calendar year from the Effective Date; or (b) the date upon which (i) the Project proposed in the Application (which is more fully described in Article III of this Agreement) is completed and (ii) the Community receives the Grantee's final report, as described more fully in Article X below.

ARTICLE III - SCOPE

The Grantee has overall responsibility for managing the grant funding provided by the Community for the benefit of the Project in accordance with the terms and conditions set forth in this Agreement including all exhibits hereto. Further, The Grantee has overall responsibility for the timely completion of the Project proposed in the Application in accordance with the terms and conditions set forth in this Agreement. The Grantee agrees and shall use the Grant exclusively for the Project as detailed in the Application. Beyond acting as a fiscal agent and accepting Grant funding on behalf of the Grantee, the Municipality assumes no responsibility for participating in the Project, supporting the Grantee, or ensuring that the Grantee fulfills all obligations under this Agreement.

ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the amount of ONE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND NINETY-NINE CENTS (\$126,789.99), which is one-time funding, the funding for which shall be accepted by the Municipality on behalf of the Grantee.

4.2 The Grantee will use the Grant exclusively to support the Project for those services and activities represented in the Application, including costs attributable to and arising from providing those services and activities that are part of the Project. The Grantee bears the responsibility for monitoring and ensuring that the funding is used for only those purposes, services, and activities included in Exhibit A.

4.3 The Grant made under this Agreement has been awarded in reliance upon the Grantee's proposal in the Application, including certain representations made by the Grantee regarding the Grantee's arrangement with the Municipality to act as Grantee's fiscal agent regarding Grant fund acceptance. Any material change in the term or scope of the Project must first be approved by the Municipality in writing prior to submitting such request to the Community; then, such a request must be presented to the Community for written approval of the Community, which may be given in the form of a Community Resolution without requiring further written amendment of this Agreement.

4.4 The Grantee must notify the Community if the relationship between the Grantee and the Municipality changes in such a manner that the Municipality is no longer willing to collaborate with the Grantee and act as a fiscal agent for the Grantee.

4.5 The Community reserves the right to terminate this Agreement, pursuant to Article IX, if either the Grantee or the Municipality fails to fulfill its respective obligations under this Agreement or if the Project changes in a material way.

4.6 Title to any property, both real and personal, purchased with this Grant shall be taken in the name of the Grantee; provided that, if the Grantee fails to fulfill its obligations under this Agreement during the Term of the Agreement, the property shall be returned to the Community for contribution to another eligible recipient. The Municipality may choose to act, but is not required to so act, as a purchasing agent for the Grantee; provided that any property purchased with Grant funding shall become the property of the Grantee, subject to the limitations provided in this Article IV, Section 4.6. At the conclusion of the Term, the Community will not retain any rights or interests in any property purchased with this Grant.

4.7 Unless otherwise stipulated in writing, this Grant is made with the understanding that the Community has no obligation to provide the Grantee with any funding or support except the amount granted in Article IV, Section 4.1 herein.

ARTICLE V - DISBURSEMENT OF GRANT

5.1 Upon the Community's receipt of a fully executed copy of this Agreement and a copy of the Municipality's W-9, the Community will arrange to issue to the Municipality Grant funding in the amount set forth in Article IV, Section 4.1. Unless otherwise requested by the Municipality, the Grant funding will be sent via FedEx or other express mail service to the Municipality at the address provided in Article XII, Section 12.2, below.

5.2 Upon receipt of the Grant funding, the Municipality will follow its own internal administration and processing policies to accept and subsequently provide the funding to the Grantee; provided that such administration and processing period shall not take more than three (3) months from the date on which the Municipality receives funding from the Community. The Municipality may not charge the Grantee or the Community any administration, management, or other fee for acting as the fiscal agent.

ARTICLE VI – MUNICIPALITY'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

6.1 By executing this Agreement, the Municipality represents and warrants that:

(a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Municipality have been fully adopted, passed, or enacted by the Municipality's governing body.

(b) This Agreement is valid and legally binding upon the Municipality and has been executed and delivered by the Municipality in such manner and form as to comply with all laws, regulations, and policies applicable to the Municipality.

(c) The Municipality will not assess any fee, tax, or other charge upon either the Grantee or the Community in relation to this Agreement or any administrative or management obligation arising hereunder.

(d) Upon receipt of the Grant from the Community, the Municipality will act as promptly as possible to provide the Grant funding to the Grantee; provided that the Municipality shall provide the Grant funding to the Grantee within three (3) months of receiving the funding from the Community.

6.2 The Municipality acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship among the Community and the Municipality or the Grantee.

ARTICLE VII – GRANTEE’S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

7.1 By executing this Agreement, the Grantee represents and warrants that:

(a) The Grantee is duly organized and validly existing under Arizona law, is exempt from federal income taxes under Section 501(c) (3) of the Internal Revenue Code (or some other applicable provision of the Internal Revenue Code), and has all requisite power and authority to enter into this Grant Agreement and accept this Grant funding.

(b) This Agreement is valid and legally binding upon the Grantee, and has been executed and delivered by the Grantee in such manner and form as to comply with all applicable bylaws or organizational documents of the Grantee.

(c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed to exist by the Grantee, which: (i) questions the legal status of the Grantee or its authority, including the Grantee’s or its officers’ ability to enter into and validly execute this Agreement; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Grantee which would materially and substantially impair the Grantee’s ability to manage funding or to perform any of the obligations imposed upon the Grantee by this Agreement.

(d) The representations, statements, and other matters contained in this Agreement and Exhibit A are true and complete and are not misleading in any material respect. The Grantee is aware of no change that would require any modification to the approved Application as of the date of execution of this Agreement.

(e) The Grantee will comply with all applicable federal, state and local laws in carrying out its obligations under this Agreement.

7.2 The Grantee acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, or joint venture, or other similar association or relationship between the Community and the Grantee.

ARTICLE VIII - DEFAULTS AND REMEDIES

8.1 The Grantee will be considered in default if the Grantee either: (a) uses Grant funds for any purpose other than activities related to the Project, or (b) fails to perform its obligations agreed to in this Agreement.

8.2 If the Community has reason to believe that the Grantee has default on any obligations under this Agreement, the Community will issue a Notice of Default (“Default

Notice") to the Grantee with a copy to the Municipality. No later than thirty (30) days after receipt of the Default Notice, the Grantee, shall deliver all reports, records, and accountings sufficiently necessary to provide the Community with the current status of the Project, including but not limited to information documenting the Grantee's use of the grant funding.

8.3 Upon the occurrence of any default, the Community may take appropriate action to recapture the Grant funding. For purposes of this Section, " appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, temporary or permanent injunctions, and (c) and any other available remedy.

8.4 The Community may terminate this Agreement if the Community determines that the Grantee Has defaulted on any of its obligations under this Agreement. Prior to terminating the Agreement, the Community will provide written Notice of Default to the Grantee and the Grantee has thirty (30) calendar days to either: (a) commence performing as required under the Agreement, which must be proven through documentation showing progress; or (b) provide the Community with reports and other evidence refuting the allegation of default. If the Grantee does not provide evidence of progress to the Community's satisfaction, the Community may terminate this Agreement. If this Agreement is terminated by the Community, all Grant funding and any property purchased with the Grant funding shall be returned to the Community.

8.4 The Municipality will be deemed in default if the Municipality has not provided the Grant funding to the Grantee within three (3) months after accepting Grant funding from the Community.

8.5 Any dispute between the parties hereto regarding the interpretation, performance, breach, or enforcement of this Agreement shall be submitted to and resolved by arbitration in accordance with procedures mutually agreed to by the parties hereto; or, when the parties cannot agree, in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Any arbitration awarded shall not include punitive, incidental, or consequential damages.

ARTICLE IX - TERMINATION OF AGREEMENT

9.1 The Grantee may terminate this Agreement at any time during the Term by providing thirty (30) calendar days' written notice to the Community and the Municipality and returning **ALL** Grant funding to the Community.

9.2 The Municipality may terminate this Agreement before accepting any Grant funding from the Community. After the Municipality has accepted funding from the Community, the Municipality may only terminate this Agreement if the Municipality has not yet provided the Grant funding to the Grantee. The Municipality must immediately provide written notice of any decision to terminate this Agreement to the Community and

the Grantee, and must return **ALL** Grant funding received to the Community with the notice of termination.

9.3 The Community may terminate this Agreement if the Community determines that either Grantee or the Municipality has defaulted on its respective obligations agreed upon herein, as explained in Article VIII.

9.4 The Community's rights and remedies will survive termination of the Agreement.

ARTICLE X - CERTIFICATIONS BY GRANTEE

In signing this Agreement, the Grantee certifies that:

- (a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and
- (b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and
- (c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

ARTICLE XI - REPORTS

11.1 During the term of this Agreement, the Grantee must submit progress reports that summarize the expenditures made and provide updates on the general status of the Project no later than thirty (30) days after:

- (a) The first six (6) months of the Term; and
- (b) Completion of the Project or the end of the Agreement Term, whichever occurs first. If a Grant was awarded to make a purchase, the date of delivery of all items shall be deemed completion of the Project.

11.2 Upon request by the Community, the Grantee shall provide promptly such additional information, reports, and documents as the Community may request.

ARTICLE XII - MISCELLANEOUS

12.1 All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing unless otherwise provided for in this Agreement.

12.2 Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

<p>If to the Community:</p> <p>PRIMARY ADDRESS</p> <p>CC:</p>	<p>Ak-Chin Indian Community c/o Council Executive Secretary 42507 W. Peters and Nall Rd. Maricopa, Arizona 85138</p> <p>Strickland & Strickland, P.C. Ak-Chin Indian Community General Counsel 4400 E. Broadway, Suite 700 Tucson, Arizona 85711</p>
<p>If to the Grantee:</p> <p>PRIMARY ADDRESS</p>	<p>Sunsites-Pearce Fire District ATTN: Josh Steinberg Fire Chief 105 N. Tracy Rd. Pearce, Arizona 85625</p>
<p>If to the Municipality:</p> <p>PRIMARY ADDRESS</p>	<p>Cochise County ATTN: Arlethe Rios 1415 Melody Lane, Building G Bisbee, Arizona 85603</p>

12.3 This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the Community. Notice of any assignment approved by the Community must be provided to all other parties by the party requesting the assignment.

12.4 No delay or omission of the Community in exercising any right or remedy available under this Agreement will impair any such right or remedy, or constitute a waiver of any default, or an acquiescence thereto.

12.5 The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.

12.6 This Agreement, and any attachments or incorporated documents, constitutes the entire agreement between the Community, the Municipality, and the Grantee, and supersedes all prior oral and written agreements between the parties hereto with respect to this Grant. Notwithstanding the provisions of Article I, Section 1.1 of this Agreement, in the event of any inconsistency between the provisions of this Agreement and anything contained in Exhibit A, the provisions of this Agreement will prevail.

12.7 This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together will constitute but one and the same instrument.

12.8 Upon the Community's prior written approval, the Grantee is permitted to issue press releases and host other publicity events highlighting the Grant from the Community.

12.9 The Community reserves and has the exclusive right to waive any requirement or provision under this Agreement; provided that, no act, by or on behalf of the Community, will be deemed or construed to be a waiver of any such requirement or provision, unless the same be in writing expressly stated to constitute such waiver.

12.10 Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be deemed a waiver of any party's applicable sovereign immunity. The Community and the Municipality shall have no liability for any of the Grantee's actions under or pursuant to this Agreement. The Grantee agrees to be responsible for liabilities arising from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective, duly authorized representatives, as of the day and year written below.

COMMUNITY:
AK-CHIN INDIAN COMMUNITY

GRANTEE:
COCHISE COUNTY

_____/_____/_____
Robert Miguel
Chairman

_____/_____/_____
NAME _____
TITLE _____

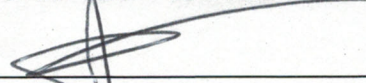
ATTEST:

ATTEST:

Victoria A. Smith
Council Executive Secretary

NAME _____
TITLE _____

GRANTEE:
SUNSITES-PEARCE FIRE DISTRICT



Josh Steinberg
Fire Chief

10 / 15 / 19

ATTEST:

Lillian M Reed

NAME LILLIAN M. REED
TITLE BOARD CLERK

Regular Board of Supervisors Meeting

Meeting Date: 11/05/2019

2020 Board Meeting Calendar

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 R. Morrison

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve the 2020 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2020, the 2020 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2020 meeting schedule.

Background:

Each year, we develop and post a notice of the regularly scheduled Board meetings, as required by statute.

Department's Next Steps (if approved):

Post notice of regular meetings on the bulletin board and online; disseminate information to County departments; input regular BOS meeting dates in AgendaQuick.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See above.

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

2020 Calendar

**COCHISE COUNTY BOARD OF SUPERVISORS
MEETING SCHEDULE, PAYDAYS AND COUNTY HOLIDAYS ***

2020

January '20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February '20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March '20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April '20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May '20						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June '20						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July '20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August '20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			


October '20						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Denotes observance of a legal holiday – County Offices are closed

 Regular Board Meeting**

 Special Meetings regarding the Budget will be held on:
June 16 (Tentative), July 14 (Final), and August 17 (Rates/Levies)

 County PayDays

**Note: the Board holds two Regular Board meetings each month except November.

Regular Board of Supervisors Meeting

Meeting Date: 11/05/2019

Intergovernmental Agreement (IGA) Between Arizona Department of Public Safety and CCSO

Submitted By: Christy Heisner, 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: Christy Heisner **TITLE of PRESENTER:** Detention Lieutenant

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve IGA between the Arizona Department of Public Safety (DPS) and Cochise County Sheriff's Office (CCSO) for the purpose of enhancing law enforcement services concerning gangs and any related criminal activities through the cooperative efforts of the parties to this IGA.

Background:

CCSO has assigned one full time detention officer to the DPS Gang and Immigration Intelligence Team Enforcement Mission (GIITEM). This detention officer performs the duties of intelligence collection and reporting regarding criminal street gangs, prison gangs, security threat groups, human smuggling, illegal immigrations and other criminal activities by interviewing and collecting information within the jail from the inmate population. This officer continues to work the floor and classification positions while gathering needed information.

DPS agrees to reimburse CCSO on a monthly basis up to 75% of payroll related expenses as outlined in the IGA.

Department's Next Steps (if approved):

CCSO will continue to have one detention officer assigned to GIITEM for gathering intelligence for law enforcement agencies.

Impact of NOT Approving/Alternatives:

CCSO Detention would re-assign the GIITEM officer to a Classification only assignment and would lose the information sharing abilities with Arizona state Gang and Immigration team. Being a part of GIITEM allows our classification officers the ability to classify inmates accordingly to provide a safer housing assignment for both inmates and officers. The information shared also helps law enforcement investigators to track criminal activity and build cases. Lastly, CCSO detention would lose 75% funding of one detention officer position.

To BOS Staff: Document Disposition/Follow-Up:

I will provide the County Deputy attorney and Sheriff with both originals for signature. Thank you.

Attachments

DPS IGA

DPS IGA2

**INTERGOVERNMENTAL AGREEMENT
REGARDING
STATE GANG TASK FORCE
DETENTION LIAISON OFFICER (DLO) UNITS**

This Intergovernmental Agreement (IGA) is entered into between the State of Arizona, through its Department of Public Safety, hereinafter referred to as "DPS," and the Cochise County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning gangs and any criminal activities through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) detention officer, herein referred to as "personnel," to the DPS Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) on a full-time basis to perform the duties of intelligence collection and reporting regarding criminal street gangs, prison gangs, security threat groups, human smuggling, illegal immigration, and other criminal activities and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel will be assigned to a DPS DLO Unit on a full-time basis and will perform the duties of a Detention Liaison Officer as delineated in Addendum "A" and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel are monitored by their own agencies; however, for day to day operations, personnel receive direction and supervision from the DPS appointed supervisor.

The Agency agrees to assign said personnel to locations to best facilitate the intelligence collection and reporting requirements of this agreement. During this period of assignment, the Agency and DPS agree to allow said personnel to maintain all benefits, rights, and privileges available to said personnel as if they were assigned on a full-time basis to the Agency. The assigned personnel must abide by all of the applicable rules and regulations of the Agency and is subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding with the Arizona Department of Public Safety relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

Personnel are assigned to DPS GIITEM on a full-time basis to perform the duties and activities for such assignments within the purposes of this IGA, as directed by DPS. DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the personnel) for up to 75 percent of payroll expenses of the personnel related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force, hereinafter referred to as "GIITEM." DPS will reimburse all overtime compensation (based upon DPS rules). There must be a minimum of 40 hours GIITEM related work for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. Monthly vacation or sick leave which accrues, but is not used by the personnel, will not be reimbursed. The Agency will pay 25 percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard 40-hour work week scheduled according to the needs of the Agency, with the understanding the 40-hour work week may be altered to address the needs of DPS as related to an on-going investigation, special assignment, or training.

Prior to the personnel reporting to GIITEM, the Agency agrees to furnish DPS with the following information: personnel annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the personnel by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs only for the IGA duration up to the specified limitations.

III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims

which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its personnel, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any personnel assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the personnel will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned personnel shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned personnel who undergoes testing. The personnel may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. E-VERIFY

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program and agree to comply with A.R.S. § 23-214 and 44-4401.

1. The Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That section reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and contract may be terminated.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. DPS retains the legal right to inspect the papers of any employee who works on the contract to ensure the Agency is complying with the warranty under paragraph 1.

VIII. RECORDKEEPING

All records regarding the IGA, including the personnel's time accounting logs, must be retained for five years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

IX. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

The Agency agrees to permit their personnel to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency personnel covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the personnel's assignment to GIITEM.

XIII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1 through June 30, and shall renew annually on July 1 for a period of time not to exceed five years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding the GIITEM DLO Unit participation are cancelled as of the effective date of this IGA.

XV. AVAILABILITY OF FUNDS

Every payment obligation of DPS 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 the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVI. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon 30 days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

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


XVIII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

COCHISE COUNTY SHERIFF'S OFFICE

BY:  4190
Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

BY: _____
Mark Dannels, Sheriff
Cochise County Sheriff's Office

DATE: 6/13/19

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Assistant Attorney General

County Deputy Attorney

DATE: 5/31/19

DATE: _____



Addendum "A"

GIITEM

GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION

May 21, 2019

DETENTION LIAISON OFFICER UNITS

Introduction:

The Detention Liaison Officer (DLO) Units are a component of the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM). DLOs are from various sheriffs and corrections departments assigned to GIITEM, who remain at, and perform gang investigative and intelligence duties in jails and prisons. DLOs collect and report information regarding criminal street gangs, human smuggling organizations, security threat groups, and other criminal activities as well as conducting and assisting with criminal investigation efforts. DLOs are assigned to a DPS DLO Unit on a fulltime basis and serve as a resource for city, county and state law enforcement. GIITEM reimburses participating agencies for up to 75 percent of the DLO salary and employee related expenses.

Detention Liaison Officer Units:

The DPS DLO Units leverage investigation and intelligence capabilities by including detention and corrections officers in the collection and reporting process. Sheriffs departments and correctional facilities already perform inmate classification duties to prevent violence and other problems in their facilities. The DLO Units aim to incorporate the information collected during such routine duties to complement law enforcement activity outside the facilities. The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

GIITEM offers to sheriffs departments and other correctional facilities the opportunity to participate in the DLO Units' efforts. To participate, an agency must complete an Intergovernmental Agreement (IGA) with the Department of Public Safety. Additionally, the participating agency must agree, through a MOU, to utilize GangNet.

Personnel assigned to a DLO Unit continue to work at their agency's detention facilities, but are assigned to collecting, documenting, and reporting any gang and criminal activity. The Gang Member Information Card (GMIC) information collected by the DLO is entered into GangNet by the participating agency DLO and/or provided to the appropriate jurisdiction. The DLO provides statistical reporting to the designated DPS DLO supervisor on a weekly and monthly basis. Because the position of a DLO is critical to interviewing and collecting information from gang members and/or regarding any criminal activities, DLOs should not be assigned normal detention or correctional officer duties.

As approved by DPS, DLOs may participate and attend meetings and training in order to stay current on gang trends and activities within and outside of the state of Arizona. When approved by DPS, GIITEM

pays for all DLO travel related costs, including hotel, meals, and mileage. DLOs are monitored by their own agencies; however, in matters related to the DLO Unit day to day operations, DLOs receive direction and supervision from an appointed DPS DLO Unit supervisor.

GIITEM may provide the DLOs equipment and materials to accomplish their duties. DLOs will be responsible for the equipment and materials assigned to them and all such items shall be returned to GIITEM in the event the IGA is terminated.

DLO RESPONSIBILITIES:

- Interview individuals to develop intelligence about gangs and any criminal activity.
- Assist their own and other agencies with investigation efforts.
- Conduct intelligence debriefings of gang members being released from prison/jail.
- Collect any information on illegal conveyances into the United States and any information regarding smuggling operations.
- Review inmate mail, phone calls, visitor logs, and notes written/drawn by known incarcerated gang members.
- Provide training to fellow detention officers regarding gang and criminal intelligence collection.
- Establish a facility list of known gangs, gang leadership, number of gang members, and types of criminal activities both inside and outside of incarceration.
- Complete and/or enter GMIC cards into GangNet.
- Prepare intelligence and information reports and statistic documentation on a weekly and monthly basis to the DPS DLO supervisor.
- Coordinate any absences (annual leave, sick leave, training, etc.) with the DPS DLO supervisor.
- Attend DLO Units' intelligence and training meetings.
- Respond to and complete requests from gang task forces or investigators regarding incarcerated gang members and gangs.

AGENCY RESPONSIBILITIES:

- The sheriffs departments and correctional facilities (*county, state, federal*) agree to allow the assigned DLO for their agency to do their DLO duties on a full-time basis free of being assigned normal detention or correctional officer duties.
- Agree to allow the assigned DLO to attend meetings and training designated by DPS in order to remain current on gang trends and intelligence.
- Agree to provide a work area within the facility free of distraction and one that will provide the tools, equipment and materials necessary to accomplish DLO duties and responsibilities.

FUNDING:

- GIITEM is funded by annual legislative appropriation.
- GIITEM reimburses participating agencies per the IGA and funding is on a 12 months basis.
- Approval and continuance of the IGA is subject to the availability of funds.

**INTERGOVERNMENTAL AGREEMENT
REGARDING
STATE GANG TASK FORCE
DETENTION LIAISON OFFICER (DLO) UNITS**

This Intergovernmental Agreement (IGA) is entered into between the State of Arizona, through its Department of Public Safety, hereinafter referred to as "DPS," and the Cochise County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning gangs and any criminal activities through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) detention officer, herein referred to as "personnel," to the DPS Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) on a full-time basis to perform the duties of intelligence collection and reporting regarding criminal street gangs, prison gangs, security threat groups, human smuggling, illegal immigration, and other criminal activities and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel will be assigned to a DPS DLO Unit on a full-time basis and will perform the duties of a Detention Liaison Officer as delineated in Addendum "A" and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel are monitored by their own agencies; however, for day to day operations, personnel receive direction and supervision from the DPS appointed supervisor.

The Agency agrees to assign said personnel to locations to best facilitate the intelligence collection and reporting requirements of this agreement. During this period of assignment, the Agency and DPS agree to allow said personnel to maintain all benefits, rights, and privileges available to said personnel as if they were assigned on a full-time basis to the Agency. The assigned personnel must abide by all of the applicable rules and regulations of the Agency and is subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding with the Arizona Department of Public Safety relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

Personnel are assigned to DPS GIITEM on a full-time basis to perform the duties and activities for such assignments within the purposes of this IGA, as directed by DPS. DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the personnel) for up to 75 percent of payroll expenses of the personnel related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force, hereinafter referred to as "GIITEM." DPS will reimburse all overtime compensation (based upon DPS rules). There must be a minimum of 40 hours GIITEM related work for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. Monthly vacation or sick leave which accrues, but is not used by the personnel, will not be reimbursed. The Agency will pay 25 percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard 40-hour work week scheduled according to the needs of the Agency, with the understanding the 40-hour work week may be altered to address the needs of DPS as related to an on-going investigation, special assignment, or training.

Prior to the personnel reporting to GIITEM, the Agency agrees to furnish DPS with the following information: personnel annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the personnel by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs only for the IGA duration up to the specified limitations.

III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims

which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its personnel, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any personnel assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the personnel will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned personnel shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned personnel who undergoes testing. The personnel may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. E-VERIFY

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program and agree to comply with A.R.S. § 23-214 and 44-4401.

1. The Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That section reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and contract may be terminated.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. DPS retains the legal right to inspect the papers of any employee who works on the contract to ensure the Agency is complying with the warranty under paragraph 1.

VIII. RECORDKEEPING

All records regarding the IGA, including the personnel's time accounting logs, must be retained for five years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

IX. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

The Agency agrees to permit their personnel to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency personnel covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the personnel's assignment to GIITEM.

XIII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1 through June 30, and shall renew annually on July 1 for a period of time not to exceed five years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding the GIITEM DLO Unit participation are cancelled as of the effective date of this IGA.

XV. AVAILABILITY OF FUNDS

Every payment obligation of DPS 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 the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVI. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon 30 days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

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

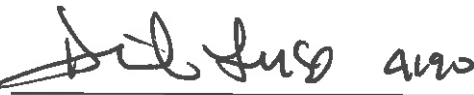
XVIII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

COCHISE COUNTY SHERIFF'S OFFICE

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

BY: _____
Mark Dannels, Sheriff
Cochise County Sheriff's Office

DATE: 6/13/19

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Assistant Attorney General

County Deputy Attorney

DATE: 5/31/19

DATE: _____



Addendum "A"

GIITEM

GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION

May 21, 2019

DETENTION LIAISON OFFICER UNITS

Introduction:

The Detention Liaison Officer (DLO) Units are a component of the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM). DLOs are from various sheriffs and corrections departments assigned to GIITEM, who remain at, and perform gang investigative and intelligence duties in jails and prisons. DLOs collect and report information regarding criminal street gangs, human smuggling organizations, security threat groups, and other criminal activities as well as conducting and assisting with criminal investigation efforts. DLOs are assigned to a DPS DLO Unit on a fulltime basis and serve as a resource for city, county and state law enforcement. GIITEM reimburses participating agencies for up to 75 percent of the DLO salary and employee related expenses.

Detention Liaison Officer Units:

The DPS DLO Units leverage investigation and intelligence capabilities by including detention and corrections officers in the collection and reporting process. Sheriffs departments and correctional facilities already perform inmate classification duties to prevent violence and other problems in their facilities. The DLO Units aim to incorporate the information collected during such routine duties to complement law enforcement activity outside the facilities. The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

GIITEM offers to sheriffs departments and other correctional facilities the opportunity to participate in the DLO Units' efforts. To participate, an agency must complete an Intergovernmental Agreement (IGA) with the Department of Public Safety. Additionally, the participating agency must agree, through a MOU, to utilize GangNet.

Personnel assigned to a DLO Unit continue to work at their agency's detention facilities, but are assigned to collecting, documenting, and reporting any gang and criminal activity. The Gang Member Information Card (GMIC) information collected by the DLO is entered into GangNet by the participating agency DLO and/or provided to the appropriate jurisdiction. The DLO provides statistical reporting to the designated DPS DLO supervisor on a weekly and monthly basis. Because the position of a DLO is critical to interviewing and collecting information from gang members and/or regarding any criminal activities, DLOs should not be assigned normal detention or correctional officer duties.

As approved by DPS, DLOs may participate and attend meetings and training in order to stay current on gang trends and activities within and outside of the state of Arizona. When approved by DPS, GIITEM

pays for all DLO travel related costs, including hotel, meals, and mileage. DLOs are monitored by their own agencies; however, in matters related to the DLO Unit day to day operations, DLOs receive direction and supervision from an appointed DPS DLO Unit supervisor.

GIITEM may provide the DLOs equipment and materials to accomplish their duties. DLOs will be responsible for the equipment and materials assigned to them and all such items shall be returned to GIITEM in the event the IGA is terminated.

DLO RESPONSIBILITIES:

- Interview individuals to develop intelligence about gangs and any criminal activity.
- Assist their own and other agencies with investigation efforts.
- Conduct intelligence debriefings of gang members being released from prison/jail.
- Collect any information on illegal conveyances into the United States and any information regarding smuggling operations.
- Review inmate mail, phone calls, visitor logs, and notes written/drawn by known incarcerated gang members.
- Provide training to fellow detention officers regarding gang and criminal intelligence collection.
- Establish a facility list of known gangs, gang leadership, number of gang members, and types of criminal activities both inside and outside of incarceration.
- Complete and/or enter GMIC cards into GangNet.
- Prepare intelligence and information reports and statistic documentation on a weekly and monthly basis to the DPS DLO supervisor.
- Coordinate any absences (annual leave, sick leave, training, etc.) with the DPS DLO supervisor.
- Attend DLO Units' intelligence and training meetings.
- Respond to and complete requests from gang task forces or investigators regarding incarcerated gang members and gangs.

AGENCY RESPONSIBILITIES:

- The sheriffs departments and correctional facilities (*county, state, federal*) agree to allow the assigned DLO for their agency to do their DLO duties on a full-time basis free of being assigned normal detention or correctional officer duties.
- Agree to allow the assigned DLO to attend meetings and training designated by DPS in order to remain current on gang trends and intelligence.
- Agree to provide a work area within the facility free of distraction and one that will provide the tools, equipment and materials necessary to accomplish DLO duties and responsibilities.

FUNDING:

- GIITEM is funded by annual legislative appropriation.
- GIITEM reimburses participating agencies per the IGA and funding is on a 12 months basis.
- Approval and continuance of the IGA is subject to the availability of funds.

Regular Board of Supervisors Meeting

Meeting Date: 11/05/2019

Declare November 15, 2019 National Adoption Day

Submitted By: Dianna Bradshaw, Court Administration

Department: Court Administration

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

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

NAME of PRESENTER: Niltza Flores **TITLE of PRESENTER:** Acting Court Administrator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Proclamation for Friday, November 15, 2019 to be proclaimed as National Adoption Day in Cochise County.

Background:

This is the 5th Annual local observance of the Cochise County Adoption Day. On this day, several children will be adopted and placed in their forever homes.

Department's Next Steps (if approved):

Send signed proclamation to Court Administration. The signed proclamation will be read at the event before the families and community.

Impact of NOT Approving/Alternatives:

N/A

To BOS Staff: Document Disposition/Follow-Up:

Please send signed proclamation to Court Administration.

Attachments

Proclamation



Cochise County Board of Supervisors

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

THOMAS E. BORER
Chairman
District 1

EDWARD T. GILLIGAN
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

SHARON GILMAN
Associate County Administrator

PEGGY JUDD
Supervisor
District 3

ARLETHE R. MORRISON
Clerk of the Board

PROCLAMATION

National Adoption Day

WHEREAS, Cochise County recognizes the importance of helping children find permanent, safe, and loving families through adoption; and

WHEREAS, more than 400,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, outreach to adoptive families has been identified as a critical step in moving children more quickly out of foster care and into loving, permanent homes; and

WHEREAS, in recognition of these children and their families, the Cochise County Superior Court celebrates National Adoption Day on November 15, 2019 and the parents who welcome these children into their families;

WHEREAS, this effort, along with similar celebrations across the country, will offer children a chance to live with stable and loving families and encourage other adults to consider making a powerful difference in the life of a child through adoption;

NOW, THEREFORE, we, The Cochise County Board of Supervisors, do hereby declare **November 15, 2019** as National Adoption Day in Cochise County and encourage Mayors/Councils of our cities to do the same.

APPROVED AND ADOPTED this 5th day of November 2019.

Tom Borer, Chairman

Ann English, Vice-Chairman

Peggy Judd, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 11/05/2019

Approve Appointment / Resignation of Precinct Committeemen

Submitted By: Martha Rodriquez, Elections

Department: Elections

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

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

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

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. §16-821 (B)

Information

Agenda Item Text:

Approve the appointment of 3 Democrat Precinct Committeemen and 3 Republican Precinct Committeemen by recommendation of their Cochise County Party Chairmen to serve through the October 1, 2020 term, and approve the resignations of 2 Republican Precinct Committeeman.

Background:

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

Democrat Appointments:

Shannon R. Glaser 269 Desert Trail Drive Sierra Vista, AZ 85635 26 SV Avenida Del Sol
Catherine A. Brownell 948 Calle Camellia Sierra Vista, AZ 85635 41 SV Village Meadows
Richard N. Brownell 948 Calle Camellia Sierra Vista, AZ 85635 41 SV Village Meadows

Republican Appointments:

Robert E. Wilson 365 Purdy Ln. Bisbee, AZ 85603 06 BI Warren
Nancy J. Schmidt PO Box 286 Pomerene, AZ 85609 21 Pomerene
James A. Schmidt II PO Box 286 Pomerene, AZ 85609 21 Pomerene

Republican Resignation:

Bruce M. Piepho 3477 Pheasant Pl. Sierra Vista, AZ 85635 41 SV Village Meadows
Elizabeth S. Piepho 3477 Pheasant Pl. Sierra Vista, AZ 85635 41 SV Village Meadows

Department's Next Steps (if approved):

Send the County Party Chairmen the approved and verified form(s) for the eligible Precinct Committeemen. Update the website listing and maintain a file with this information.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director of the outcome of this item.

Attachments

Dem PC Appointments

Rep Resignations

Rep. Appointments

Precinct Committeeperson Appointment Form



Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
Thurs. Oct. 3, 2019
7:56 P.M.
E-MAIL

Party: Democrat Green Libertarian Republican

Precinct # 26 Name: Shannon Glaser
SV AVENIDA DEL SOL

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Glaser Shannon R
Last Name First Name Middle Initial

269 Desert Trail Drive Sierra Vista AZ 85635
Residence Address

same as above
Mailing Address (if different than above)

Sierra Vista 85635 915-613-7794 devshan@yahoo.com
City/Town Zip Code Telephone # email Address

[Signature] 9/26/19
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

[Signature] 10-3-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 10/4/2019 Years/Term of Office: 2019-2020

of PC Positions Allotted: 5 # of Current PC Positions: 2

Date of BOS Meeting: Nov. 5, 2019 Approval Recommended: Yes or No

Election Official Date

Precinct Committeeperson Appointment Form



Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp
E-mailed
Oct. 8, 2019
5.02 PM

Party: Democrat Green Libertarian Republican

Precinct # 41.01

Name: Village Meadows

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Brownell

Catherine

A

Last Name

First Name

Middle Initial

948 Calle Camellia

Residence Address

Mailing Address (if different than above)

Sierra Vista

85635

520-456-7447

seelivedive@gmail.com

City/Town

Zip Code

Telephone #

email Address

Catherine A. Brownell
Signature of Appointee or Resignee

10/3/2019
Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Elizabeth Lyndall
Authorized Signature of Party Chair

10-5-19
Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 10/9/2019

of PC Positions Allotted: 5

Date of BOS Meeting: Nov. 5, 2019

Years/Term of Office: 2019-2020

of Current PC Positions: 1

Approval Recommended Yes or No

Precinct Committeeperson Appointment Form



Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: lmarra@cochise.az.gov

For official date/time stamp
E-mailed
Oct. 8, 2019
5.02 PM

Party: Democrat Green Libertarian Republican

Precinct # 41.01 Name: Village Meadows

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Brownell Richard N
Last Name First Name Middle Initial

948 Calle Camellia

Residence Address

Mailing Address (if different than above)

Sierra Vista 85635 520-732-8539 seelifedive@gmail.com
City/Town Zip Code Telephone # email Address

[Signature] 10/3/2019
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

[Signature] 10-5-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 10/9/2019

Years/Term of Office: 2019-2020

of PC Positions Allotted: 5

of Current PC Positions: 1

Date of BOS Meeting: Nov 5, 2019

Approval Recommended: Yes or No

Precinct Committeeperson Appointment Form



Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

Oct 17, 2019
By Letter
MLR

Party: Democrat Green Libertarian Republican

Precinct # 27

Name: SV Buffalo Soldier

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Piepho

Bruce

M.

Last Name

First Name

Middle Initial

3477 Pheasant Pl., Sierra Vista, AZ 85650-6667

Residence Address

Same as Above

Mailing Address (if different than above)

City/Town

Zip Code

Telephone #

email Address

Signature of Appointee or Resignee

Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Authorized Signature of Party Chair

Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 10/22/2019

Years/Term of Office: _____

of PC Positions Allotted: _____

of Current PC Positions: _____

Date of BOS Meeting: Nov. 5, 2019

Approval Recommended: Yes or No

Resignation

Election Official

Date

October 12, 2019

Robert Montgomery, Chairman
Cochise County Republican Committee
325 W. Fry Blvd, Sierra Vista, AZ 85635

RECEIVED

2019 OCT 17 P 4:38

COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

My fellow Republican,

Effective upon receipt of this correspondence, I am resigning as a Precinct Committeeman in Precinct 27 of Cochise county.

A copy hereof is being sent to the Cochise County Supervisor of my district.

Respectfully,

A handwritten signature in cursive script that reads "Bruce M Piepho".

Bruce M Piepho
3477 Pheasant Pl, Sierra Vista, AZ 85650
520-803-9019

CC: Tom Borer, District 1, Supervisor
1415 Melody Lane, Building G
Bisbee, AZ 85603



Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
Oct 17, 2019
By Letter
MLR

Party: Democrat Green Libertarian Republican

Precinct # 27 Name: SV Buffalo Soldier

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Piepho Elizabeth S.
Last Name First Name Middle Initial

3477 Pheasant PL., Sierra Vista, AZ 85650-6667
Residence Address

Same as Above
Mailing Address (if different than above)

City/Town Zip Code Telephone # email Address

Signature of Appointee or Resignee Date

**All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:**

Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:	
VR Verified by: <u>MLR</u> Date: <u>10/22/2019</u>	Years/Term of Office: _____
# of PC Positions Allotted: _____	# of Current PC Positions: _____
Date of BOS Meeting: <u>Nov. 5, 2019</u>	Approval Recommended: Yes or No <u>Resignation</u>
Election Official _____	Date _____

October 11, 2019

Robert Montgomery, Chairman
Cochise County Republican Committee
325 W. Fry Blvd, Sierra Vista, AZ 85635

RECEIVED
2019 OCT 17 P 4:38
COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

Mr Chairman,

In May 2018, I filed and was elected as a Precinct Committeeman (PC) in Precinct 27.

Effective upon receipt of this correspondence, I am resigning as a Precinct Committeeman in Precinct 27 of Cochise county.

A copy hereof is being sent to the Cochise County Supervisor of my district.

Respectfully,

Elizabeth S Piepho

Elizabeth S Piepho
3477 Pheasant Pl, Sierra Vista, AZ 85650
520-803-9019

CC: Tom Borer, District 1, Supervisor
1415 Melody Lane, Building G
Bisbee, AZ 85603

*10/18/19 11:15
am
Call w/ Robert
Montgomery - will resign
& put on New grade
(2 PCs)
Jm*

Precinct Committeeperson Appointment Form



Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

RECEIVED

2019 OCT 24 P 1: 32

Party: Democrat Green Libertarian Republican

Precinct # 06 BI WARREN Name: Robert Wilson

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Wilson Robert E.
Last Name First Name Middle Initial

365 Parody Ln.
Residence Address

Same
Mailing Address (if different than above)

Bisbee, AZ 85603 (520)559-9063
City/Town Zip Code Telephone # email Address

[Signature] 9/28/2019
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

[Signature] 9-30-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLP Date: 10/24/2019 Years/Term of Office: 2019-2020

of PC Positions Allotted: 3 # of Current PC Positions: 2

Date of BOS Meeting: 11/5/2019 Approval Recommended: Yes or No

Election Official Date

Precinct Committeeperson Appointment Form



Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
RECEIVED
2019 OCT 24 P 1:32
COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

Party: Democrat Green Libertarian Republican

Precinct # 21 Name: Pomerene

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Schmidt Nancy N
Last Name First Name Middle Initial

4751 E Jackalope Rd Dragoon AZ 85609
Residence Address

PO Box 286
Mailing Address (if different than above)

Dragoon 85609 6026227006 nschmidt286@
City/Town Zip Code Telephone # email Address nughes.net

N Schmidt 10/13/19
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

R Montgomerie 10-13-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 10/24/2019 Years/Term of Office: 2019-2020

of PC Positions Allotted: 5 # of Current PC Positions: 2

Date of BOS Meeting: 11/5/2019 Approval Recommended: Yes or No

Election Official Date

Precinct Committeeperson Appointment Form



Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
RECEIVED
2019 OCT 24 P 1:32
COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

Party: Democrat Green Libertarian Republican

Precinct # 21 Name: Pomerene

Please accept the Appointment Resignation
of the following individual as a Precinct Committeeperson:

Schmidt James A. II
Last Name First Name Middle Initial

4751 East Jackalope Road
Residence Address

PO Box 286
Mailing Address (if different than above)

Dragoon 85609 520 869 9559 James@JSchmidt
City/Town Zip Code Telephone # email Address US

[Signature] 10-10-19
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

[Signature] 10-13-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 10/24/2019 Years/Term of Office: 2019-2020

of PC Positions Allotted: 5 # of Current PC Positions: 2

Date of BOS Meeting: 11/5/2019 Approval Recommended: Yes or No

Election Official Date

Regular Board of Supervisors Meeting

Meeting Date: 11/05/2019

Demands

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 demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

**Action 8.
County Sheriff**

Regular Board of Supervisors Meeting

Meeting Date:	11/05/2019		
Westend Radio Communications Tower Intergovernmental Agreement			
Submitted By:	Tom Alinen, County Sheriff		
Department:	County Sheriff		
Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature Required	# of ORIGINALS Submitted for Signature:	2
NAME of PRESENTER:	Tom Alinen	TITLE of PRESENTER:	Commander
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	Source of Mandate or Basis for Support?:	

Information

Agenda Item Text:

Approve the Westend Radio Communications Tower Intergovernmental Agreement between Cochise County and the City of Sierra Vista for the installation and continued maintenance of a simulcast repeater on the Westend Radio Communications Tower, in the amount of \$617,000, effective immediately.

Background:

The Cochise County Sheriff's Office has acquired funding through Operation Stone Garden in the amount of \$617,000.00 to purchase and install upgraded 700 MHz radio communications equipment (simulcast repeater equipment) on the radio communications tower owned by the City, located at 100 North Avenue, Sierra Vista, Arizona. The Cochise County Sheriff Department deputies and Sierra Vista Police Department police officers have experienced radio coverage issues at the northwest side of Sierra Vista. This coverage area includes two critical access gates to Fort Huachuca, Arizona. The installation of this radio equipment will ensure good radio coverage for both public safety mobile and portable radios. This agreement will authorize Cochise County to install all equipment at the tower site and guarantee the County continued access to the site in the future for system maintenance and repair through the dedicated easement to the property.

This agreement has been reviewed and approved by Britt Hanson, Chief Civil Deputy, Cochise County Attorney Office.

Department's Next Steps (if approved):

Forward to Jill Adams, City Clerk, City of Sierra Vista, Arizona.

Impact of NOT Approving/Alternatives:

Continued public safety radio coverage issues on the northwest side of Sierra Vista.

To BOS Staff: Document Disposition/Follow-Up:

If this is approved by the Board of Supervisors, please notify Commander Alinen.

Attachments

IGA

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE COUNTY OF COCHISE (“COUNTY”) AND CITY OF SIERRA VISTA (“CITY”) FOR THE INSTALLATION AND CONTINUED MAINTENANCE OF A SIMULCAST REPEATER ON THE WESTEND RADIO COMMUNICATIONS TOWER LOCATED AT 100 NORTH AVENUE, SIERRA VISTA, AZ

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

WHEREAS, both the County and the City have worked together to establish an integrated regional public safety communications center (SEACOM);

WHEREAS, enhancements of equipment infrastructure to the regional public safety communications network is a benefit to the public safety agencies, as well as the residents they serve;

WHEREAS, both the County and the City conclude that it is in their common interest to work jointly on upgrading the radio communications infrastructure;

WHEREAS, the County has acquired funding through Operation Stone Garden in the amount of \$617,000.00 to purchase and install upgraded 700 MHz radio communications equipment (simulcast repeater equipment) on the radio communications tower owned by the City, located at 100 North Avenue.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

I. Purpose: The parties agree that the County will purchase and install equipment on the radio communications tower and associated shelter located at 100 North Avenue, Sierra Vista, AZ. The project scope will be to add a simulcast repeater to the site through the installation of the following: three (3) 700MHz P25 TDMA repeaters, one (1) tower top amplifier, two (2) site gateways, one (1) transmit antenna, one (1) receive antenna, 200 feet of 7/8” coaxial cable for each run, RF connectors, one (1) microwave antenna system and dehydrator, microwave equipment, system software and

licenses, engineering and installation services, monitoring equipment/software to report system errors or site outages, and all applicable sales tax.

II. Respective responsibilities of the parties:

A. The City shall grant permission to the County to install all equipment at the site located at 100 North Avenue and to guarantee the County continued access to the site in the future for system maintenance and repair through the dedicated easement to the property at 102 North Avenue.

B. The County agrees to purchase all required equipment and software to establish a simulcast repeater site at 100 North Avenue and also fund and oversee system installation and continued future maintenance of the simulcast repeater.

III. Duration: The term of this Agreement is for one (1) year from the date of execution with four (4) automatic one-year extensions. In no event shall this agreement exceed 5 years unless agreed upon by the parties. Either party may terminate the agreement in writing with at least thirty (30) days prior notice to the other party pursuant to Paragraph VI.

IV. Employment status: Any consultant hired under terms of or in furtherance of this Agreement shall not be an employee of the County or the City.

V. No separate legal entity: No separate legal entity is formed by this Agreement.

VI. Termination: Either party may terminate this Agreement at any time, with or without cause, on thirty (30) days written notice.

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

A. For the County of Cochise:
Edward Gilligan
1415 Melody Lane, Bldg. G
Bisbee, AZ 85603

B. For the City of Sierra
Charles P. Potucek
1011 N. Coronado Drive
Sierra Vista, AZ 85635

VIII. Insurance: It is understood that the County and the City are both public bodies in the State of Arizona. Each party shall maintain worker's compensation insurance as required by statutes, general commercial liability insurance, property damage

insurance and automobile liability insurance with respect to its activities under this AGREEMENT.

Except as may be required by statute, the liability insurance referred to above shall provide, as a minimum, liability coverage for not less than \$1,000,000 combined single limit.

The limits of the required insurance shall be adjusted in accordance with the maximum limit of liability imposed on political subdivisions of the State of Arizona during the term of this AGREEMENT.

The insurance shall stipulate that the coverage shall not terminate or be canceled without thirty days written notice first being given to the Insured Party's risk manager. If the insurance is canceled or terminated prior to termination of the AGREEMENT, the Insuring Party shall provide a new policy with the same or greater limits. The Insuring Party agrees to maintain continuous, uninterrupted coverage for the duration of the AGREEMENT and to provide the Insured Party with evidence thereof.

IX. Indemnification: To the fullest extent permitted by law, the County shall defend, indemnify, and hold harmless the City, its agents, officers, officials, and employees from and against all tortuous claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of the County, its agents, or employees. The County's duty to defend, hold harmless, and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any tortuous claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any the County's acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the County or any other person for whose acts, errors, mistakes, omissions, work, or services the County may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City shall defend, indemnify, and hold harmless the County, its agents, officers, officials, and employees from and against all tortuous claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of the City, its agents, or employees. The City's duty to defend, hold harmless, and indemnify

the County, its agents, officers, officials, and employees shall arise in connection with any tortuous claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any the City's acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the City or any other person for whose acts, errors, mistakes, omissions, work, or services the City may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

X. Worker's Compensation: For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

XI. Conflict of Interest: This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

XII. No Boycott of Israel: In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

XIII. Compliance with Immigration Laws: The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

XIV. Inspection and Audit: The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

XV. Public Records Law: Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

XVI. Jurisdiction and Applicable Law: This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

THIS AGREEMENT IS ENTERED INTO this ____ day of _____, 2019,
by,

Thomas E. Borer, Chairman
County of Cochise Board of Supervisors

Frederick W. Mueller, Mayor
City of Sierra Vista

ATTEST:

Arlethe R. Morrison
Clerk of the Board

Jill Adams
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED BY THE LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

Britt W. Hanson
Chief Civil Deputy County Attorney

Nathan J. Williams
City Attorney

Action
Health & Social Services

Regular Board of Supervisors Meeting

Meeting Date: 11/05/2019
Contract - My Sidewalk, Inc. for a Community Dashboard
Submitted By: William Benning, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

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

Recommendation: Approve
of ORIGINALS Submitted for Signature: 1
TITLE of PRESENTER: Director, CHSS
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Award letter for 20-26-HEA-02 for a Community Dashboard between mySidewalk, Inc and Cochise Health & Social Services, in the amount of \$100,000 over a 5 year period.

Background:

Cochise County Health and Social Services (the "Customer") has the need to better track, analyze, and communicate its Community Health Assessment (CHA) data in order to identify priority areas for improvement across the organization. The Customer also has the need to communicate the plan for Community Health Improvement Plan (CHIP) through data storytelling. The Customer has selected two custom dashboards. The Community Health mySidewalk, Inc. 304 W. 8th St., Kansas City, MO 64105 | finance@mysidewalk.com Assessment Dashboard and secondly, the Community Health Improvement Dashboard . The purpose of this Statement of Work ("SOW") is to outline and define the activities that will be conducted by the mySidewalk team to ensure the highest quality delivery of its Public Health Dashboards.

Department's Next Steps (if approved):

Your approvals are respectfully requested

Impact of NOT Approving/Alternatives:

CHSS will not be able to track and analyze its health assessment data hindering our ability to to identify priority areas for improvement across Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

Send one copy back to the Health Department, Attn: William Benning and another copy to Procurement, Attn: Nicole Diaz.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 20,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019

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

Ongoing Costs? (\$\$\$): 20,000

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

First year funding of \$20,000 has been identified. Contract may be terminated at annual intervals should funding for the following year(s) be unavailable.

Attachments

[executive summary](#)
[Vendor Submission Cvr Letter](#)

CCHSC Proposal - Final

RFP

terms and conditions

Scope of Work (SOW)

Award Letter

Executive Summary Form

Agenda Number: HLT

Recommendation:

Approve Award letter for 20-26-HEA-02 for a Community Dashboard between mySidewalk, Inc and Cochise Health & Social Services. This contract is for: Community Dashboard and shall not exceed \$100,000.00 over a 5 year period.

Background (Brief):

Cochise County Health and Social Services (the "Customer") has the need to better track, analyze, and communicate its Community Health Assessment (CHA) data in order to identify priority areas for improvement across the organization. The Customer also has the need to communicate the plan for Community Health Improvement Plan (CHIP) through data storytelling. The Customer has selected two custom dashboards. The Community Health mySidewalk, Inc. 304 W. 8th St., Kansas City, MO 64105 | finance@mysidewalk.com Assessment Dashboard and secondly, the Community Health Improvement Dashboard . The purpose of this Statement of Work ("SOW") is to outline and define the activities that will be conducted by the mySidewalk team to ensure the highest quality delivery of its Public Health Dashboards.

Fiscal Impact & Funding Sources:

Five Year Contract with My Sidewalk, Inc. in the amount not to exceed \$100,000.00.

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

Impact of Not Approving:

CHSS will not be able to track and analyze its health assessment data hindering our ability to to identify priority areas for improvement across Cochise County.



**COCHISE COUNTY
PROCUREMENT DEPARTMENT**

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

20-26-HEA-02

Appendix A – Vendor Submission Cover Letter

Date of Pricing Doc: 9/10/19
Vendor Firm Name: mySidewalk, Inc.
Authorized POC: Kyle Cook
Vendor POC Phone: 816.708.7686
Vendor POC Email: kcook@mysidewalk.com

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

Task	Description	Unit Price (excluding tax)
01	Task 1 – Build data from Cochise Health and Services Community Health Assessments into a forward-facing web-based dashboard that displays the narrative of priority areas for the community	\$ 8,000/year (Includes bundled pricing discount)
02	Task 2 – Build data from Cochise Health and Services Community Health Improvement Plan into a forward-facing web-based dashboard that displays the narrative of priority areas for the community	\$ 12,000/year (Includes bundled pricing discount)

Include the following functionalities into each of the above tasks:

- Have an existing web-based, subscription solution that MCDPH may use to upload its data and explain in narrative what the data means
- Have a user-friendly interface where communications professionals will have the ability to utilize the application
- Utilize best practices from other public health departments to develop community health improvement plans in ways that allow interaction, deeper analysis, and easy understanding
- Include a data library of existing data such as the **Behavioral Risk Factor Surveillance System (BRFSS)**, American Community Survey, RWJF Community Health Rankings, FirstThingsFirst, and others, including geographically-based datasets
- Normalize and format datasets for accurate, easy-to-understand comparisons and data discovery

- Suggest analyses on root causes of health outcomes, such as economic development and other health-related social needs
- Include training and support of this solution
- Host content on secure, compliant, and redundant infrastructure to minimize the possibility of downtime or loss of content
- Include up to at least 10 department user accounts for accessing and generating reports, modifying display and other operational functionality.

Freight: N/A

Estimated Taxes: N/A

Tax Rate: N/A

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

Valid for: 30 days

Payment Terms: Net 30 days

Discounted Terms: _____

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

Authorized Signature:  _____

mySidewalk
HEALTH

304 W. 8th St.
Kansas City, MO
64105

Cochise County Health and Social Services
Request for Proposal
Ref: 20-26-HEA-02
Community Dashboard

mySidewalk Proposal

About mySidewalk

mySidewalk has partnered with more than 1,300 cities, counties, regional agencies, and other organizations over the past 8+ years to help public agency leaders use qualitative and quantitative data to make informed decisions. We also help these leaders tell data-driven stories through our dynamic reports and dashboards. In that time, our staff has dedicated their time to designing and building tools that help communities track, analyze, and communicate their data. Our work has supported organizations in partnering with community stakeholders to make operational, strategic and policy decisions based on community metrics and much more. For reference, please visit the Kansas City, MO Community Health Improvement Plan as an example of our work: <https://dashboards.mysidewalk.com/kansas-city-mo-chip-dashboard/>.

Address

304 W. 8th St.
Kansas City, MO 64105

Phone

816.708.7686

Contact Person

Kyle Cook, Regional Account Executive

Year Established

2010

Principals of the Firm

Stephen Hardy, CEO
Matthew Barr, CTO

Tax Identification Number

47-5460704

Submission Requirements

mySidewalk has worked with more than 1,300 public agencies since 2010. We continue to partner with some of the leading public health organizations throughout the country. A few notable public health customers include:

- Maricopa County, AZ Health Department
- Navajo County, AZ Health Department
- Yavapai County, AZ Health Department
- Mohave County, AZ Health Department
- Vitalyst Health Foundation
- Kansas City MO Health Department
- Louisville Metro, KY Public Health & Wellness
- Long Beach, CA Department of Health and Human Services

- Fulton County, GA Health Department;
- Weber-Morgan, UT Health Department
- Lawrence-Douglas, KS Health Department
- City of Pasadena, CA Health Department
- Blue Shield of California
- Harris County Public Health

Customer References

Kansas City, MO Health Department

Elizabeth Walsh, Social Epidemiologist & Data Strategist
 elizabeth.walsh@kcmo.org
 816-513-6210

Maricopa County, AZ Department of Public Health

Sonia Charry, Stakeholder Communications Coordinator
 soniacharry@mail.maricopa.gov
 602-679-3098

The Unified Government Public Health Department, KS

Juliann Van Liew, Program Coordinator
 jvanliew@wycokck.org
 (913) 573-6733

Navajo County Public Health Services District, AZ

Jeff Lee, Director
 jeffrey.lee@navajocountyaz.gov
 928-853-9203

Lawrence-Douglas County Health Department, KS

Sonia Jordan, Epidemiology and Public Health Preparedness Coordinator
 sjordan@ldchealth.org
 785-843-3060

Long Beach Department of Health and Human Services

Katie Balderas, Director, Office of Health Equity
 katie.balderas@longbeach.gov
 562-570-4000

Scope of Work

Cochise County Health and Social Services (the “Customer”) has the need to better track, analyze, and communicate its Community Health Assessment (CHA) data in order to identify priority areas for improvement across the organization. The Customer also has the need to communicate the plan for Community Health Improvement Plan (CHIP) through data storytelling. The Customer has selected two custom dashboards. The Community Health

Assessment Dashboard and secondly, the Community Health Improvement Dashboard . The purpose of this Statement of Work ("SOW") is to outline and define the activities that will be conducted by the mySidewalk team to ensure the highest quality delivery of its Public Health Dashboards.

The main objectives of this project are as follows:

1. Create and maintain the **mySidewalk Community Health Assessment Dashboard** as detailed in this SOW.
2. Create and maintain the **mySidewalk Community Health Improvement Plan Dashboard** as detailed in this SOW.
3. Provide initial dashboard and Platform access training for up to 15 eligible employees of the [CUSTOMER] and provide ongoing intermediate training, access to the mySidewalk Public Health Community of Practice and reliable customer support.

This Statement of Work will cover the scope of work required to implement and achieve the desired objectives.

Description of Services and Scope

The following services will be performed by mySidewalk.

This subscription provides access to the **mySidewalk Public Health Dashboards (Community Health Assessment and Community Health Improvement Plan)** for your department created and maintained by mySidewalk. The Dashboards will be configured based on the following mySidewalk-developed processes and methodologies:

- Initial customization of header images, department logo, introductory text, data summary highlights and narrative, description of the survey report outline, and map of survey sub areas [TBD by the Customer]
- mySidewalk will create a custom dashboard outline ("Custom Outline") based on the Customer's priorities, strategic planning documents, community listening session feedback and other guidance provided by Customer.
- mySidewalk will curate an extensive set of data visualizations to support the narrative and survey findings as determined by the Custom Outline

Customizations:

mySidewalk will deliver The Dashboard(s) with the following requested customizations to the above definitions and standards:

- Custom data integration, if requested, available, and formatted.
 - ◆ State of Arizona Health (formerly Health Matters)
 - ◆ State Vital Statistics
 - ◆ First things First Child Health Survey
 - ◆ Local Disease Surveillance
 - ◆ Arizona Criminal Justice Commission
 - ◆ RWJF County Health Rankings
 - ◆ WIC

- ◆ BRFSS Core Module
- ◆ BRFSS State Module(s)

Platform Access:

Customer will have access to the mySidewalk Platform. With this Platform, the Customer is able to create customized reports using the mySidewalk library of templates. These templates include, but are not limited to:

- A Social Determinants of Health Report
- A Clinical Care Indicators Report
- An Environmental Health Indicators Report

The Customer will have access to the full library of mySidewalk templates, the mySidewalk data library and customer experience team support. Platform Access includes an initial one-hour training with mySidewalk staff as well as continuing education for Platform users.

Platform access also includes 1-time access to mySidewalk School, our customized onboarding and training program which includes three one-hour product trainings that empower your team to build a data-driven culture through creation of data-rich, dynamic reports for use in a variety of scenarios—staff, council, and public meetings, grant applications, end-of-year reports, communications campaigns, and more. The three lessons include:

mySW 101

In mySW 101 your team will learn how fast and easy it is to create reports, charts, and maps with mySidewalk's 2,000 pre-loaded datasets. By the end, team members will have created their first full report that they can share with colleagues and community partners. The training also includes how to brand your assets with custom color palettes and local imagery.

mySW 201

In mySW 201 your team will learn how easy it is to upload, use, and manage local user data. We'll walk step-by-step through uploading user data in any format and how to add local data to reports as charts and maps. The training also highlights best practices for maintaining your library of user data, such as using data tags to make the perfect dataset easier to find.

mySW 301

In mySW 301 we'll set your team up to master advanced features and workflows for integrating local data with national indicators to tell data stories in a powerful way. mySW 301 is customized to fit your team's unique needs and goals. It also includes best practice strategies for ongoing use of the tool for rapid report generation, industry-specific analyses, and more.

After mySidewalk School, ongoing support from mySidewalk is available through our in-Platform chat features and communication with your assigned Customer Manager. The Customer may use these resources to troubleshoot any experienced problems and request new data transformations. mySidewalk aims to respond to all requests for help within 24 hours but will vary depending on the time the request is made and the volume of current requests from other Customers.

Assumptions:

Respondent groups (age, race/ethnicity) with limited responses will be combined to provide statistical validity. mySidewalk will outline any reclassification for Customer's approval (customer to review within 6 business days of receipt of reclassification scheme).

All exceptions, additions, and customization not explicitly included within this Statement of Work will be billed at a rate of \$150/hr.

Dashboard Timeline

Below is a typical timeline for launching a CHA or CHIP Dashboard. Upon project kickoff, mySidewalk will work with the customer to finalize the timeline.

Timeline & Dependencies	Phases & Milestones
First day of contract term	mySidewalk Platform Access and Training <ul style="list-style-type: none">• Customer Development Manager to send invitations to mySidewalk platform• Customer Development Manager to schedule mySidewalk trainings• Customer to share Indicator List; CHA/ CHIP Documents; any other relevant documents
Within 5 business days of contract term	Introduction to mySidewalk Intro Call <ul style="list-style-type: none">• Get to know mySidewalk's Director of Health Solutions, Dr. Sarah Martin, who will meet with members of your team to learn about your department, community, and goals. You'll also learn more about what it means to be a new member of the Health Community of Practice.
20 business days after mySidewalk receives Indicator List from Customer <i>(allows time for review and recommendations)</i>	Project Planning & Data Selection Dashboard Kickoff & Planning Call <ul style="list-style-type: none">• Introductions• Define success metrics• Name Customer dashboard "champions"• mySidewalk presents draft dashboard outline• Customer to provide initial reaction to outline• mySidewalk and Customer to go through data recommendations based on the draft outline
Customer dependent	Data Collection <ul style="list-style-type: none">• mySidewalk to download all publicly available data offered for immediate download• Customer to transfer all other data:<ul style="list-style-type: none">◦ Geographic data (i.e. shapefiles, geojsons) may be transmitted as is

	<ul style="list-style-type: none"> ○ Tabular data (i.e. excel files) must be machine-readable and transmitted with x,y coordinates or addresses for each data point ● mySidewalk to identify discrepancies, missing data, or other problems (if any) ● Customer to provide missing or corrected data (if needed) OR other direction (e.g. to remove the data elements from the dashboard)
10 business days after all customer data collected	<p>Data Processing</p> <ul style="list-style-type: none"> ● mySidewalk to upload all data for visualization ● Customer to provide logo, local images and videos, and desired color scheme
15 business days after data processing	<p>v1 Dashboard Delivery & Review</p> <p>v1 Dashboard Demo Call</p> <ul style="list-style-type: none"> ● mySidewalk to present v1 dashboard ● Customer to provide initial feedback ● Customer to socialize the dashboard internally, collect feedback, and provide mySidewalk a comprehensive list of edit requests
15 business days after receipt of final edit list	<p>Final Dashboard Delivery</p> <p>Dashboard Launch Call</p> <ul style="list-style-type: none"> ● mySidewalk to present final dashboard ● mySidewalk & Customer to discuss timeline for dashboard launch ● mySidewalk to share best practices for promoting dashboard and for leveraging in reporting, requests, presentations, and more

Dashboard Deliverables

mySidewalk will provide the following resources in the course of this project:

- Dashboard Brief - dashboard goals, audience, and success metrics
- Dashboard Outline - structural representation of the dashboard
- Data Roadmap - schedule for acquiring data
- Customer Data Library in mySidewalk - data layers for use in the platform
- Rollout Strategy & Materials - various materials to facilitate strong launch
- The CHA/CHIP Dashboard - finished product
- Update Schedule - schedule for data updates to the dashboard

Update Frequency:

The Customer has requested that the survey dashboard be updated on an ANNUAL basis. Guaranteed updates are limited to the uploading of data included in the initial dashboard design and adjustment of existing visualizations based on achievement of performance indicators.

ANNUAL updates to the Dashboard will not begin until written confirmation from the Customer that all components are finalized. All updates will be delivered within 11 business days after Customer delivers updated data.

Additional updates such as substantive editing of copy; addition of new datasets and indicators; and addition of new dashboard pages will be performed at the discretion of mySidewalk. Customer Support is always available as the Customer updates or adds to their dashboard throughout the length of the contract.

Unique Features

- Comparisons with other places of interest (i.e. peer cities, City Council Districts, neighborhoods) using the 2,200+ pre-loaded datasets in mySidewalk for every community in the country, including custom areas.
- Ability to normalize data sets on the fly without any data science background
- Dozens of pre-built analysis templates, including social determinants of health as well as economic development, and reports created by subject matter experts included with access to mySidewalk Platform. *mySidewalk does not charge an additional fee per report.*
- Ability to collect multiple visualizations into a single-collection.
- Ability to embed image and video files to support dashboard narrative.
- Product is editable by the Customer at any point during the contract period.
- Data Platform partitioning and filtering on the fly to view and analyze data for custom geographies. This helps ensure the data you use is relevant and accurate, and *it does not require GIS expertise.*
- Infographics in conjunction with goal tracking for key performance indicators.
- Continuous support from mySidewalk customer team to create the most effective visualizations based on Customer data.
- Mobile optimized - the mySidewalk health dashboards can be used on a variety of devices (i.e. smart phones, tablets, etc.)
- ADA Compliant and optimized for language translation.
- mySidewalk provides many forms of maintenance (database snapshots and optimization, cache cleaning, infrastructure rotation) which incur no downtime whatsoever. We release updates approximately once a week outside of U.S. business hours and incur ~5 minutes of reduced functionality as updated application servers restart in a rolling manner to reflect the new software and configuration. Our disaster recovery process is identical to our process for starting a beta environment and releasing large updates and our target is 90 minutes.

Investment Summary

	Products Included (Platform Access for 15 Users included for length of contract)	1-Year Subscription
Year 1	Community Health Assessment Dashboard and Community Health Improvement Dashboard and Maintenance (all-inclusive) Training for up to 15 Internal Users	\$20,000

When contracting with mySidewalk, you are also agreeing to our [terms and conditions](#)

Fee & Payment:

The Customer will be invoiced an annual subscription fee as detailed under the Investment Summary section beginning on the effective date of the agreement. The rate is fixed for the length of the 1 year term at which time mySidewalk will offer a year 2 renewal at the same price. mySidewalk may notify the Customer in writing of a price adjustment not to exceed 5% for renewals in years 3 and 4, if applicable. Payment terms for all invoices are Net 30.

mySidewalk has successfully partnered with over 40 health organizations in the last 18 months alone. The summary below is a selection of partners that are most relevant to the project requirements listed within this RFP.

- Maricopa County, AZ Health Department
- Navajo County, AZ Health Department
- Yavapai County, AZ Health Department
- Mohave County, AZ Health Department
- Vitalyst Health Foundation
- Kansas City MO Health Department
- Louisville Metro, KY Public Health & Wellness
- Christian County, KY Health Department
- Long Beach, CA Department of Health and Human Services
- Fulton County, GA Health Department;
- Weber-Morgan, UT Health Department
- Lawrence-Douglas, KS Health Department
- City of Pasadena, CA Health Department
- Blue Shield of California
- Harris County Public Health

The following are a selection of CHIP and CHA public community dashboards that we feel align with the project requirements and needs of Cochise County Health and Social Services.

Health Organization	Partnership Agreement Date	Public Dashboard
Kansas City, MO Health Department	March 19, 2018	CHIP
Lawrence Douglas, KS County Health Department	September 17, 2018	CHIP
Navajo County, AZ Health Department	October 18, 2018	CHIP
Weber-Morgan, UT Health Department	December 21, 2018	CHA
Christian County, KY Health Department	February 4, 2019	CHA

Request for Proposal (RFP)

20-26-HEA-02

Submission Deadline

WEDNESDAY, SEPTEMBER 11, 2019

4:00 PM Local Time

Prepared by Cochise County

Procurement Department



On behalf of the Cochise County

Health & Social Services Department

For DASHBOARD

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1.0 INTENT

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

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

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

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

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

Nicole Diaz
Buyer
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
Office: (520) 432-8392
Fax: (520) 432-8397
NDiaz@cochise.az.gov

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

2.0 SCOPE OF WORK

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

3.0 PURPOSE

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

4.0 APPROVAL

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

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

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

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

5.1.1 Proposals shall include the following information:

- A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;
- B. Technical Ability – A summary which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work; and
- C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors ability to perform from previous experience in performance of related work.

6.0 SUBMISSION INSTRUCTIONS

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

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

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

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

6.3 Faxed and hard copy submissions will not be accepted.

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

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

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

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

7.0 FEDERAL REGULATORY REQUIREMENTS

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

8.0 EVALUATION CRITERIA

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

- Technical Evaluation in accordance with attached Scope of Work (total of 50 possible points)
 - Technical ability to perform the required elements of Scope of Work (30 points)
 - Past performance within last 5-years (20 points)
- Price Evaluation (Total of 50 possible points)

9.0 SELECTION PROCEDURES

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

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

10.0 ATTACHMENTS

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

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

11.0 AUTHORITY

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

VENDOR


Signature

9-10-19
Date

MARK PIERCE
Printed Name

mySidewalk, Inc.
Firm Name



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

20-26-HEA-02

DASHBOARD

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

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

1.2 Payment Terms

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

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

1.3 IRS W-9 Form

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

1.4 Economic Price Adjustment

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

1.5 Tax Indemnification

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

1.6 Availability of Funds for Current Fiscal Year

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

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

1.7 Availability of Funds for the Next Fiscal Year

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

1.8 Right of Offset

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

1.9 Payment by the County

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

2.0 Contract Specific

2.1 Arizona Law

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

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

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

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

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

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

2.9 Record Retention

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

2.10 Audit

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

2.11 Non-Discrimination

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

2.12 Notices

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

2.13 Federal Immigration and Nationality Act

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

2.14 Advertising, Publishing and Promotion of Contract

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

2.15 Property of the County

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

2.16 Modifications

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

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

2.17 Contractor/Vendor Indemnification (Not Public Agency)

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

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

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

2.20 Cancellation for Conflict of Interest

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

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

2.21 Gratuities

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

2.22 Termination for Convenience

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

2.23 Termination for Default

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

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

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

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

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

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

2.28 Data

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

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

3.0 Contract Performance

3.1 Delivery

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

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

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

3.4 Facilities Inspection and Materials Testing

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

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

3.5 Subcontracts

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

3.6 Assignment - Delegation

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

3.7 Agreement Assignment

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

3.8 Risk of Loss

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

3.9 Liens

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

3.10 Quality

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

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

3.11 Fitness

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

3.12 Nonconforming Tender

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

3.13 Inspection/Testing

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

3.14 Compliance with Applicable Laws

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

3.15 Purchase Orders

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

3.16 Right to Assurance

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

3.17 Stop Work Order

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

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

3.18 Warranties

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

3.19 Licenses

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

3.20 Notice to Proceed

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

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

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

3.21 Guarantee

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

4.0 Legal

4.1 Force Majeure

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

Force Majeure shall not include the following occurrences:

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

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

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

4.2 Antitrust Violations

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

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

4.3 Non-exclusive Remedies

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

4.4 Suspension or Debarment

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

4.5 Claims and Disputes

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

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

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

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

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

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

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

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

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

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

4.6 Arbitration

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

4.7 Boycott of Israel

In accordance with A.R.S. §35-393.01, Contractor/Consultant certifies that the Contractor/Consultant is currently not engaged in, and for the duration of any proceeding contract agrees not to engage in, a boycott of Israel.

Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

4.8 Non-Collusion

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

4.9 Protests and Appeals

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

4.10 Contract

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

4.11 Legal Remedies

If the Contractor and the County are unable to mutually resolve disputes arising under this contract, all disputes arising under or relating to this Contract shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing. If the Contractor and Cochise County can mutually agree upon an Arbitrator, that Arbitrator

shall be selected. If not, the Contractor and Cochise County shall each select an Arbitrator and those two Arbitrators shall select a third Arbitrator (or the Contractor and Cochise County shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration. All claims and controversies shall be subject to A.R.S. § 12-1518 et. seq.

4.12 Rights and Remedies

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



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

20-26-HEA-02

Attachment 2 – Scope of Work

In accordance with 20-26-HEA-02, the Contractor shall provide all labor, materials, transportation and expertise in order to accomplish the Dashboard to the satisfaction of the County. The Contractor shall complete the following tasks:

Task 1 – Utilize Cochise Health and Services Community Health Assessment data and build this data into a forward-facing web-based dashboard that displays the narrative of priority areas for the community.

Task 2- Utilize Cochise Health and Social Services Community Health Improvement plan and build data into a forward-facing web-based dashboard that displays the narrative of priority areas for the community.

Include the below functionality into each of the above tasks above.

- Have an existing web-based, subscription solution that MCDPH may use to upload its data and explain in narrative what the data means
- Have a user-friendly interface where communications professionals will have the ability to utilize the application
- Utilize best practices from other public health departments to develop community health improvement plans in ways that allow interaction, deeper analysis, and easy understanding
- Include a data library of existing data such as the **Behavioral Risk Factor Surveillance System (BRFSS)**, American Community Survey, RWJF Community Health Rankings, FirstThingsFirst, and others, including geographically-based datasets
- Normalize and format datasets for accurate, easy-to-understand comparisons and data discovery
- Suggest analyses on root causes of health outcomes, such as economic development and other health-related social needs
- Include training and support of this solution
- Host content on secure, compliant, and redundant infrastructure to minimize the possibility of downtime or loss of content
- Include up to at least 10 department user accounts for accessing and generating reports, modifying display and other operational functionality.



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20-26-HEA-02

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 5th day of November, 2019 by and between COCHISE COUNTY (“COUNTY”), and My Sidewalk (“CONTRACTOR”).

In accordance with RFP 20-26-HEA-02, the COUNTY hereby awards a single/multiple year CONTRACT to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the County’s Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order (“PO”) as approved by the COUNTY’s Procurement Department.

The CONTRACTOR shall not commence any billable work or provide any material or services under this CONTRACT until CONTRACTOR receives an executed copy of the CONTRACT and/or PO or is otherwise directed to do so in writing by the COUNTY’s Procurement Office. The COUNTY will pay the CONTRACTOR within thirty (30) days of services rendered following the submission of an itemized invoice(s) that includes CONTRACTOR company name, phone number, invoice number, email address, mailing address, and prior COUNTY approval for any services rendered. No payment shall be issued prior to receipt of service and a correct invoice. Each payment request must bear written certification by an authorized COUNTY representative confirming the services for which payment is requested have been performed and received.

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	11/05/2019 – 11/04/2020
Renewal Option 1:	11/05/2020 – 11/04/2021
Renewal Option 2:	11/05/2021 – 11/04/2022
Renewal Option 3:	11/05/2022 – 11/04/2023
Renewal Option 4:	11/05/2023 – 11/04/2024

CONTRACTOR:

My Sidewalk
Kyle Cook
Regional Account Executive
304 W. 8th St
Kansas City, MO 64105
816-708-7686
KCook@mysidewalk.com

AUTHORIZED ORDERING OFFICIAL:

Carrie Langley
Director
Cochise Health & Social Services
1415 Melody Lane Building A
Bisbee, AZ 85603
520-432-9468
CLangley@cochise.az.gov

COUNTY PROCUREMENT:

Nicole Diaz
Buyer
1415 Melody Lane Building C
Bisbee, AZ 85603
520-432-8392
NDiaz@cochise.az.gov

ACCEPTANCE OF OFFER:

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

This contract is for: Community Dashboard and shall not exceed \$100,000.00.

This contract shall henceforth be referenced as Contract 20-26-HEA-02. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this Contract until the CONTRACTOR receives an executed PO or Notice to Proceed.

Awarded this 5th day of November, 2019.

BOARD OF SUPERVISORS:

Thomas E. Borer
Chairman

Date

ATTEST:

Arlethe R. Morrison
Clerk of the Board

Date

APPROVED AS TO FORM:

Britt Hanson

Britt Hanson
Chief Civil Deputy County Attorney

10 18 19

Date

Regular Board of Supervisors Meeting**Meeting Date:** 11/05/2019

Approve Traumatic Event Counseling for Peace Officers and Public Safety Employees

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

Approve Policy Number 2230, entitled Traumatic Event Counseling for Peace Officers and Public Safety Employees, effective November 5, 2019.

Background:

The proposed policy recognizes the Arizona legislature's intent to have counties provide traumatic event counseling services to peace officers and public safety employees pursuant to A.R.S. sections 38-672 and 38-673. The policy sets for the parameters and procedures for receiving such counseling.

Department's Next Steps (if approved):

If approved, the policy will be made available to employees on ADP. Human Resources will train employees on the policy and ensure the policy is followed.

Impact of NOT Approving/Alternatives:

If not approved, Human Resources would seek to revise the policy with direction from the Board of Supervisors.

To BOS Staff: Document Disposition/Follow-Up:

No other follow-up needed.

AttachmentsPolicy 2230ARS 38-672ARS 38-673



Cochise County Board of Supervisors

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

Policy Title: Traumatic Event Counseling for Peace Officers and Public Safety Employees

Policy Number: 2230

Effective: 11/05/2019

Supersedes: N/A

Scope/Coverage: Limited to peace officers and public safety employees as defined in Arizona Revised Statutes §§ 38-672 and 38-673.

Policy Contact: Director of Human Resources

I. Eligibility

- A. Pursuant to Arizona Revised Statutes (A.R.S.) §§ 38-672 and 38-673, at the expense of the County, peace officers and public safety employees are eligible for up to twelve (12) visits of licensed counseling, which may be provided by telemedicine, if they are exposed to a traumatic event while in the course of duty.
1. "Peace officer" is defined in A.R.S. § 1-215 and includes Cochise County Sheriff Deputies and the Cochise County Constable.
 2. "Public safety employee" is defined in A.R.S. § 38-672, as follows:
 - a. an individual who is a member of the public safety personnel retirement system or the corrections officer retirement plan;
 - b. a probation officer, surveillance officer, or juvenile detention officer.
 - c. A "public safety employee" does not include a peace officer.
 3. A "traumatic event while in the course of duty" for public safety employees is defined as:
 - a. Visually witnessing the death or maiming or visually witnessing the immediate aftermath of such a death or maiming of one or more human beings.
 - b. Responding to or being directly involved in a criminal investigation of an offense involving a dangerous crime against children as defined in A.R.S. § 13-705.
 - c. Requiring rescue in the line of duty where one's life was endangered.
 4. A "traumatic event while in the course of duty" for peace officers includes those events identified for public safety employees, as well as:
 - a. Using deadly force or being subjected to deadly force in the line of duty, regardless of whether the peace officer was physically injured.
 - b. Witnessing the death of another peace officer while engaged in the line of duty.
 - c. Responding to or being directly involved in an investigation regarding the drowning or near drowning of a child.




Cochise County Board of Supervisors

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5. "Licensed counseling" for peace officers means counseling provided by a psychiatrist or psychologist who is licensed pursuant to A.R.S. [title 32, chapter 13, 17, or 19.1](#).
 6. "Licensed counseling" for public safety employees means counseling provided by a psychologist who is licensed pursuant to A.R.S. title 32, chapter 19.1 or a behavioral health professional who is licensed pursuant to A.R.S. title 32, chapter 33 and has training and expertise in treating trauma.
- B. If a licensed mental health professional determines that a peace officer needs additional visits of licensed counseling beyond the 12 sessions under section A, and that the additional visits are likely to improve the peace officer's condition, the County shall pay for up to an additional 24 visits if the visits occur within one year from the first visit.
- C. A public safety employee or peace officer shall not be required to take personal leave or sick leave to attend a counseling appointment under this policy.

II. Procedure

- A. An eligible employee who is exposed to a traumatic event while in the course of duty may notify the Appointing Authority or immediate supervisor. In the alternative, the employee may notify the Human Resources Department directly.
- B. The Appointing Authority or immediate supervisor who is notified, or otherwise becomes aware of an employee who is exposed to a traumatic event while in the course of duty, will coordinate with the Human Resources Department to ensure the employee's counseling needs are met.
- C. Upon determination of eligibility, the Human Resources Department will assist the employee in getting licensed counseling through a contracted provider or through a provider of the employee's own choosing who must be willing to provide counseling pursuant to A.R.S. § 38-673 and to accept the schedule of fees fixed by the industrial commission of Arizona pursuant to A.R.S. § 23-908.

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

Arizona Revised Statutes Annotated
Title 38. Public Officers and Employees (Refs & Annos)
Chapter 4. Compensation and Insurance (Refs & Annos)
Article 5. Employee Benefits (Refs & Annos)

A.R.S. § 38-672
Formerly cited as § 38-962

§ 38-672. Traumatic event counseling for public safety employees; report; exceptions; definitions

Effective: August 3, 2018
Currentness

A. Notwithstanding any other law, this state or a political subdivision of this state shall establish a program to provide public safety employees who are exposed to any one of the following events while in the course of duty up to twelve visits of licensed counseling, which may be provided via telemedicine, paid for by the employer:

1. Visually witnessing the death or maiming or visually witnessing the immediate aftermath of such a death or maiming of one or more human beings.
2. Responding to or being directly involved in a criminal investigation of an offense involving a dangerous crime against children as defined in § 13-705.
3. Requiring rescue in the line of duty where one's life was endangered.

B. Payment by the employer for licensed counseling pursuant to this section does not create a presumption that a claim is compensable under § 23-1043.01, subsection B.

C. For each program established pursuant to this section, this state and each political subdivision of this state shall compile the following data:

1. The total number of public safety employees who have participated in the program.
2. The average number of visits per public safety employee.
3. The average number of months that a public safety employee participated in the program.
4. The average number of days that a public safety employee who participated in the program missed work.

5. The total number of public safety employees who participated in the program and who subsequently filed a workers' compensation claim and the number of those claims that were approved and the number of those claims that were denied.

6. For each employer, the total amount of work missed by public safety employees who participated in the program and how missed work was provided for by the employer or through employee benefits.

D. On or before September 1, 2019 and September 1 of each year thereafter, this state and each political subdivision of this state shall submit the data collected pursuant to subsection C of this section to the department of administration. On or before October 1, 2019 and October 1 of each year thereafter, the department of administration shall compile the data into a report and submit the report to the governor, the president of the senate, the speaker of the house of representatives, the chairperson of the senate health and human services committee, or its successor committee, the chairperson of the house of representatives health committee, or its successor committee, the chairperson of the senate commerce and public safety committee, or its successor committee, and the chairperson of the house of representatives judiciary and public safety committee, or its successor committee, and shall provide a copy of this report to the secretary of state. Subsection C of this section and this subsection do not authorize this state or a political subdivision of this state to compile and report data that is protected under the health insurance portability and accountability act of 1996 (P.L. 104-191; 110 Stat. 1936).

E. This section does not apply to a state employer that provides a program to its public safety employees that is characterized by all of the following:

1. The program is paid for by the employer.

2. The program provides licensed counseling for any issue. For licensed counseling related to trauma experienced while in the line of duty, the licensed counseling is provided on the request of the public safety employee and is in person.

3. Before July 1, 2017, the program offers at least six visits per year.

4. On or after July 1, 2017, the program offers at least twelve visits per year.

F. For the purposes of this section:

1. "Licensed counseling" means counseling provided by a licensed mental health professional pursuant to title 32, chapter 19.1¹ or 33² if licensees under title 32, chapter 33 have training and expertise in treating trauma.

2. "Public safety employee":

(a) Means:

(i) Except as prescribed in subdivision (b) of this paragraph, an individual who is a member of the public safety personnel retirement system or the corrections officer retirement plan.

(ii) Except as prescribed in subdivision (b) of this paragraph, a probation officer, surveillance officer or juvenile detention officer who is employed by this state or a political subdivision of this state.

(b) Does not include peace officers or firefighters.

Credits

Added as § 38-962 by Laws 2016, Ch. 240, § 1. Renumbered as § 38-672 by Laws 2017, Ch. 76, § 5. Amended by Laws 2018, Ch. 259, § 1.

Editors' Notes

REPEAL

<This section is repealed by Laws 2016, Ch. 240, § 2, effective January 1, 2023.>


Footnotes

1 Section 32-2061 et seq.

2 Section 32-3251 et seq.

A. R. S. § 38-672, AZ ST § 38-672

Current through legislation effective June 7, 2019 of the First Regular Session of the Fifty-Fourth Legislature (2019).

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

Arizona Revised Statutes Annotated
Title 38. Public Officers and Employees (Refs & Annos)
Chapter 4. Compensation and Insurance (Refs & Annos)
Article 5. Employee Benefits (Refs & Annos)

A.R.S. § 38-673

§ 38-673. Traumatic event counseling for peace officers and firefighters; report; exceptions; definitions

Effective: August 3, 2018

Currentness

A. Notwithstanding any other law, this state or a political subdivision of this state shall establish a program to provide peace officers and firefighters who are exposed to any one of the following events while in the course of duty up to twelve visits of licensed counseling, which may be provided via telemedicine, paid for by the employer:

1. Visually witnessing the death or maiming or visually witnessing the immediate aftermath of such a death or maiming of one or more human beings.
2. Responding to or being directly involved in a criminal investigation of an offense involving a dangerous crime against children as defined in § 13-705.
3. Requiring rescue in the line of duty where one's life was endangered.
4. Using deadly force or being subjected to deadly force in the line of duty, regardless of whether the peace officer or firefighter was physically injured.
5. Witnessing the death of another peace officer or firefighter while engaged in the line of duty.
6. Responding to or being directly involved in an investigation regarding the drowning or near drowning of a child.

B. If the licensed mental health professional determines that the peace officer or firefighter needs additional visits of licensed counseling beyond that which the peace officer or firefighter is entitled to under subsection A of this section and that the additional visits are likely to improve the peace officer's or firefighter's condition, the employer shall pay for up to an additional twenty-four visits, if the visits occur within one year after the first visit pursuant to this section.

C. An employer may not require a peace officer or firefighter who is receiving treatment pursuant to this section to use the peace officer's or firefighter's accrued paid vacation, personal leave or sick leave if the peace officer or firefighter leaves work to attend a treatment visit pursuant to this section.

D. If the licensed mental health professional determines that the peace officer or firefighter is not fit for duty while the peace officer or firefighter is receiving treatment pursuant to this section, the employer shall ensure that the peace officer or firefighter has no loss of pay and benefits for up to thirty calendar days per incident after the date the licensed mental health professional determines that the employee is not fit for duty if all of the following apply:

1. The peace officer or firefighter is unable to work light duty or the employer does not offer a light duty option.
2. The peace officer or firefighter has exhausted the peace officer's or firefighter's sick leave, vacation leave or other leave that is provided as part of the peace officer's or firefighter's benefits package.
3. If the employer offers short-term disability benefits, the employer offered and the peace officer or firefighter elected short-term disability benefits, but the peace officer or firefighter is not eligible to receive short-term disability benefits.
4. The employer does not have a supplemental program that provides pay and benefits after the occurrence of an injury. For the purposes of this paragraph, supplemental program that provides pay and benefits after the occurrence of an injury does not include a supplemental benefits plan established pursuant to § 38-961.

E. An employer shall allow a peace officer or firefighter to select the peace officer's or firefighter's own licensed mental health professional, except that if a licensed mental health professional declines to provide counseling pursuant to this section, the employer is not required to secure the services of that licensed mental health professional. The employer shall pay the licensed mental health professional pursuant to the schedule of fees that is fixed by the industrial commission of Arizona pursuant to § 23-908.

F. Payment by the employer for licensed counseling pursuant to this section does not create a presumption that a claim is compensable under § 23-1043.01, subsection B.

G. For each program established pursuant to this section, this state and each political subdivision of this state shall compile the following data for peace officers and firefighters:

1. For each category of persons, the total number of persons who have participated in the program.
2. For each category of persons, the average number of visits per person.
3. For each category of persons, the average number of months that a person participated in the program.
4. For each category of persons, the average number of days that a person who participated in the program missed work.

5. For each category of persons, the total number of persons who participated in the program and who subsequently filed a workers' compensation claim and the number of those claims that were approved and the number of those claims that were denied.

6. For each category of persons, of the total number of persons who have participated in the program, the percentage of persons who received additional visits under subsection B of this section.

7. For each category of persons, the total number of persons who were deemed not fit for duty by a licensed mental health professional pursuant to subsection D of this section.

8. For each employer, the total amount of work missed by each category of persons who participated in the program and how missed work was provided for by the employer or through employee benefits.

H. On or before September 1, 2019 and September 1 of each year thereafter, this state and each political subdivision of this state shall submit the data collected pursuant to subsection G of this section to the department of administration. On or before October 1, 2019 and October 1 of each year thereafter, the department of administration shall compile the data into a report and submit the report to the governor, the president of the senate, the speaker of the house of representatives, the chairperson of the senate health and human services committee, or its successor committee, the chairperson of the house of representatives health committee, or its successor committee, the chairperson of the senate commerce and public safety committee, or its successor committee, and the chairperson of the house of representatives judiciary and public safety committee, or its successor committee, and shall provide a copy of this report to the secretary of state. Subsection G of this section and this subsection do not authorize this state or a political subdivision of this state to compile and report data that is protected under the health insurance portability and accountability act of 1996 (P.L. 104-191; 110 Stat. 1936).

I. This section does not apply to a state employer that provides a program to its peace officers and firefighters that is characterized by all of the following:

1. The program is paid for by the employer.

2. The program provides licensed counseling for any issue. For licensed counseling related to trauma experienced while in the line of duty, the licensed counseling is provided on the request of the peace officer or firefighter and is in person.

3. The program offers at least twelve visits per year and will offer additional visits if the licensed mental health professional determines that additional visits are necessary.

J. For the purposes of this section:

1. "Licensed counseling" means counseling provided by a licensed mental health professional.

2. “Licensed mental health professional” means a psychiatrist or psychologist who is licensed pursuant to title 32, chapter 13, 17 or 19.1.¹

Credits

Added by Laws 2018, Ch. 259, § 2.

Editors' Notes

REPEAL

<This section is repealed by Laws 2018, Ch. 259, § 3, effective January 1, 2023.>

Footnotes

1 Section 32-1401 et seq., 32-1800 et seq., or 32-2061 et seq.

A. R. S. § 38-673, AZ ST § 38-673

Current through legislation effective June 7, 2019 of the First Regular Session of the Fifty-Fourth Legislature (2019).