



Cochise County Board of Supervisors

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

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

KIM LEMONS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING TUESDAY, JUNE 23, 2020 AT 10:15 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.

Due to health concerns related to COVID-19, the Board has suspended public group access to conference rooms located in County buildings. Members of the public who wish to attend these meetings remotely can call 602-609-7513 or 888-680-6714, Conference ID 568 034 207#. If you have trouble accessing this meeting remotely, call 520-432-9200 for direction. To comment on an agenda item, email the Clerk of the Board at board@cochise.az.gov by 5 p.m. the day before the meeting. Please include the date of the meeting and the agenda item number.

Call to the public will be suspended during the public health emergency, but comments submitted ahead of public hearings on specific agenda items will be read during the meeting.

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 June 9, 2020.	-- Approved
2.	Approve Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy, as required by ARS 38-863.01, effective July 1, 2020.	-- Approved

County Sheriff

3. Approve payment for April 2020 operating expenses and final closure of the Cochise County Sheriff's Office Arizona Air Support, LLC 2019-2020 Helicopter Management Project. -- Approved
4. Approve an Intergovernmental Agreement (IGA) among Cochise College, Sierra Vista Police Department, and the Cochise County Sheriff's Office to continue operating the Southeastern Arizona Law Enforcement Training Academy (SEALETA), effective July 27, 2020 through May 6, 2021. -- Approved

Court Administration

5. Approve Fiscal Year 2020-2021 Court Security Improvements - Pandemic Related Items funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective May 1, 2020 through August 31, 2020 in the amount of \$3,850. -- Approved

Elections

6. Approve Poll Workers for the 2020 Primary and General Elections and authorize the Elections Director to make substitutions as necessary prior to each election, to ensure that all Vote Centers and Boards are staffed adequately with trained election Poll Workers. -- Approved

Finance

7. Approve demands and budget amendments for operating transfers. -- Approved

Workforce Development

8. Approve Amendment #3 to Title IB Adult, Youth, and Dislocated Worker Contract #DI19-002208 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2018 to June 30, 2021. -- Approved
9. Approve appointment of Ms. Maria Elizabeth Kinder to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2023. -- Approved

PUBLIC HEARINGS

Board of Supervisors

10. Adopt Resolution 20-04 granting a Water Services Franchise renewal to Naco Water Company, LLC. -- Approved

11.	Approve an Acquisition of Control Series #13 (Farm Winery) liquor license application submitted by Mr. David James Smith for Coronado Vineyards, Inc. located at 2909 E. Country Club Drive, Willcox, AZ 85643.	-- Approved

Development Services

12.	Adopt Resolution 20-05 to approve Docket CP-20-01 (Hwy191), a minor amendment to the Comprehensive Plan Growth Areas and Land Jurisdiction Map of Cochise County Comprehensive Plan.	-- Approved

ACTION

Adult Probation

13.	Approve fiscal year 2020 Arizona Coronavirus Emergency Supplemental Funding Program, Grant Award #ACESF-21-015, as provided by the Arizona Criminal Justice Commission effective January 20, 2020 to January 20, 2022 in the amount of \$63,172.	-- Approved

Board of Supervisors

14.	Approve Community Enhancement Fund expenditures for District 3: Bowie Water Company, for additional expenses for the Sinkhole and Road Repair above the original estimate.	-- Approved
15.	Approve Community Enhancement Fund expenditures for District 3: new transportation service in the northeastern section of the County providing transit between Bowie, San Simon, Willcox, Sunsites, Pearce, Bonita and Elfrida.	-- Approved
16.	Approve the updated County Organization Chart for departments reporting to the County Administrator, effective June 23, 2020.	-- Approved
17.	Approve the proposed amendments to Merit Rule 6: Separation of Service	-- Approved
18.	Approve revisions to Human Resources Policy 2231: Attendance During Influenza or Another Viral Pandemic Outbreak, effective June 23, 2020.	-- Approved

County Sheriff

19.	Approve fiscal year 2020 Coronavirus Emergency Supplemental Funding (CESF), Grant #2020-VD-BX-0733, awarded by the Bureau of Justice Assistance (BJA) for January 20, 2020 through January 31, 2022, in the amount of \$51,812.	-- Approved

Court Administration

20. Approve fiscal year 2020 Arizona Coronavirus Emergency Supplemental Funding Program, Grant Award #ACESF-21-016, as provided by the Arizona Criminal Justice Commission effective January 20, 2020 to January 20, 2022 in the amount of \$128,975. -- Approved

Development Services

21. Approve an Airports Grant of Federal funds for the design of the apron for the Cochise County Airport, in the amount of \$164,726. -- Approved

Workforce Development

22. Approve the Southern Arizona Workforce Investment Area for Local Governance Agreement to Establish the Fiscal and Administrative Responsibilities for the ARIZONA@WORK, Southeastern Arizona Workforce. -- Approved

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 Cochise County ADA Coordinator, ADACoordinator@cochise.az.gov, (520) 432-9830, TDD (520) 432-8360, 1415 Melody Lane, Building C, Bisbee, AZ 85603.

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

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 06/23/2020

Minutes

Submitted By: Amy Langer, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of June 9, 2020.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**

Demands

Minutes

Demands [06/05/20](#)
Date Range [05/29/20-06/04/20](#)
Warrant Range [40760-40889](#)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40760	06/04/2020	Amazon.com LLC	8000 - County Library District	171 County Library	216.63
40760	06/04/2020	Amazon.com LLC	8000 - County Library District	182 CFSA-Troller Fund	52.07
40761	06/04/2020	American Technologies Incorporated (ATI)	0100 - Board of Supervisors	100 General Fund	5,027.88
40762	06/04/2020	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	20.19
40762	06/04/2020	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	43.79
40763	06/04/2020	Arizona Department of Transportation	1750 - Fleet Management	109 Fleet Management	1,228.33
40764	06/04/2020	Arizona Hiking Shack Rescue (AHS)	5000 - Health Dept	218 Homeland Security Grants	17,140.58
40765	06/04/2020	Arizona Justice of the Peace Association	0920 - Justice Court 2	100 General Fund	190.00
40766	06/04/2020	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	149.44
40767	06/04/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	722.67
40767	06/04/2020	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	5,852.72
40767	06/04/2020	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	1,656.54
40768	06/04/2020	Arizona State Land Department	5000 - Health Dept	100 General Fund	2,400.00
40769	06/04/2020	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	445.00
40770	06/04/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	1,482.31
40770	06/04/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	232.03
40771	06/04/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	6,004.00
40772	06/04/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	57.89
40773	06/04/2020	B & S Supply Co, Inc	2100 - Facilities Management	100 General Fund	1,446.87
40774	06/04/2020	Bank of America	1600 - Finance	100 General Fund	93,818.61
40775	06/04/2020	Banner-University Physicians Healthcare, Inc.	1300 - Public Defender	100 General Fund	2,250.00
40776	06/04/2020	Barnett's Towing & Oxygen LLC	1750 - Fleet Management	100 General Fund	150.00
40777	06/04/2020	Beacon Secure	5000 - Health Dept	100 General Fund	520.00
40777	06/04/2020	Beacon Secure	5000 - Health Dept	239 SEAGO Case Management A	160.00
40778	06/04/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	1,041.48
40778	06/04/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	216 SEACOM Operations	102.45
40779	06/04/2020	Benson, City of	7000 - Solid Waste	505 Solid Waste	49.93
40780	06/04/2020	Bisbee Napa	1750 - Fleet Management	100 General Fund	33.02
40780	06/04/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	1,365.41
40780	06/04/2020	Bisbee Napa	2100 - Facilities Management	100 General Fund	324.00
40781	06/04/2020	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	70.00
40782	06/04/2020	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	90.96
40782	06/04/2020	Bowie Water Improvement District	4010 - Highway Dept Administration	251 Highway Fund	45.48
40783	06/04/2020	Canyon Vista Medical Center	5000 - Health Dept	100 General Fund	5,400.00
40784	06/04/2020	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	23.99
40785	06/04/2020	Center for Disease Detection, LLC	5000 - Health Dept	229 Health Reserve Fund	2,500.00
40786	06/04/2020	Center for Disease Detection, LLC	5000 - Health Dept	100 General Fund	141.50
40786	06/04/2020	Center for Disease Detection, LLC	5000 - Health Dept	234 TB Control	5.00
40786	06/04/2020	Center for Disease Detection, LLC	5000 - Health Dept	237 Health S.T.D. Grant	198.00
40787	06/04/2020	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	70.66
40787	06/04/2020	CenturyLink Communications	0600 - County Attorney	100 General Fund	43.62
40787	06/04/2020	CenturyLink Communications	0600 - County Attorney	124 Attnry Anti-Racketeering	27.12
40787	06/04/2020	CenturyLink Communications	2100 - Facilities Management	100 General Fund	97.40
40787	06/04/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	69.53

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40787	06/04/2020	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	69.03
40788	06/04/2020	CenturyLink Communications	5000 - Health Dept	100 General Fund	136.99
40788	06/04/2020	CenturyLink Communications	5000 - Health Dept	243 Immunization Program	137.24
40789	06/04/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	350.32
40790	06/04/2020	Childhelp, Inc.	3000 - Sheriff	100 General Fund	350.00
40791	06/04/2020	Cintas Corporation No. 445	4010 - Highway Dept Administration	251 Highway Fund	4,514.22
40791	06/04/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	885.20
40792	06/04/2020	City of Bisbee	5000 - Health Dept	100 General Fund	1,962.66
40793	06/04/2020	City of Sierra Vista	0100 - Board of Supervisors	100 General Fund	1,143.75
40793	06/04/2020	City of Sierra Vista	1750 - Fleet Management	109 Fleet Management	5,348.87
40794	06/04/2020	City of Sierra Vista	2100 - Facilities Management	100 General Fund	1,161.34
40795	06/04/2020	Clear Springs Utility, Inc.	4010 - Highway Dept Administration	251 Highway Fund	172.83
40796	06/04/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	35.80
40797	06/04/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	51,731.00
40798	06/04/2020	Contract Pharmacy Services, Inc.	5000 - Health Dept	100 General Fund	20,544.50
40799	06/04/2020	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	115.50
40800	06/04/2020	Correctek, Inc.	5000 - Health Dept	229 Health Reserve Fund	30,120.00
40801	06/04/2020	Culligan of Tucson	0810 - Court Administration	100 General Fund	192.85
40802	06/04/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	53.20
40803	06/04/2020	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfare	7.60
40804	06/04/2020	Douglas, City of	2100 - Facilities Management	100 General Fund	147.57
40804	06/04/2020	Douglas, City of	4010 - Highway Dept Administration	251 Highway Fund	249.27
40804	06/04/2020	Douglas, City of	7000 - Solid Waste	505 Solid Waste	26.34
40805	06/04/2020	Election Systems & Software LLC	0500 - Elections	100 General Fund	60,068.82
40806	06/04/2020	Elfrida Water Improvement District	2100 - Facilities Management	100 General Fund	45.88
40807	06/04/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	142.50
40808	06/04/2020	Federal Express Corporation	3000 - Sheriff	100 General Fund	122.67
40809	06/04/2020	Fry Fire District	5000 - Health Dept	224 Az Prescription Drug Overdo	53.93
40810	06/04/2020	Garden Canyon Towing, LLC	1750 - Fleet Management	109 Fleet Management	90.00
40811	06/04/2020	George Medina - George's Upholstery	1750 - Fleet Management	109 Fleet Management	247.12
40812	06/04/2020	Goserco, Inc.	1800 - IT/Communications	216 SEACOM Operations	16,411.80
40813	06/04/2020	Hammerschmidt, Michael	1900 - Development Services	100 General Fund	2,500.00
40814	06/04/2020	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	1,000.00
40815	06/04/2020	Hess, Ginger Ann	5000 - Health Dept	532 COVID-19 CDC	1,056.00
40816	06/04/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	103.60
40817	06/04/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	8,306.11
40818	06/04/2020	L.N. Curtis & Sons	5000 - Health Dept	218 Homeland Security Grants	24,235.18
40819	06/04/2020	LexisNexis Matthew Bender	0920 - Justice Court 2	100 General Fund	87.81
40820	06/04/2020	LMBI Inc.	7000 - Solid Waste	504 Solid Waste Landfill Develop	6,953.00
40821	06/04/2020	LUCAS HOLDINGS, LLC DBA LUCAS COLOR CARD	8000 - County Library District	175 Friends of Library	595.50
40822	06/04/2020	Mac's Towing. LLC	1750 - Fleet Management	109 Fleet Management	75.00
40823	06/04/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	5.40
40823	06/04/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	252.48
40824	06/04/2020	Maddux & Sons Inc	4010 - Highway Dept Administration	251 Highway Fund	13,160.28
40825	06/04/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,353.90
40826	06/04/2020	Moody Enterprises Inc	1750 - Fleet Management	109 Fleet Management	102.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40827	06/04/2020	Morgan, J. Michael Ph. D.	0810 - Court Administration	100 General Fund	295.00
40828	06/04/2020	Motorola Solutions Inc	1800 - IT/Communications	400 County Capital Projects	567,292.02
40829	06/04/2020	Motorola Solutions Inc	3000 - Sheriff	216 SEACOM Operations	67,318.59
40830	06/04/2020	Nyander, Penny Sue	0600 - County Attorney	100 General Fund	756.00
40830	06/04/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	992.40
40831	06/04/2020	OCLC Online Computer Library Center, Inc.	8000 - County Library District	171 County Library	763.21
40831	06/04/2020	OCLC Online Computer Library Center, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	100.31
40832	06/04/2020	OverDrive, Inc.	8000 - County Library District	175 Friends of Library	576.66
40832	06/04/2020	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	821.92
40833	06/04/2020	Pass Investigations dba Sequel Polygraph	3000 - Sheriff	100 General Fund	450.00
40834	06/04/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	154.54
40834	06/04/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	580.76
40835	06/04/2020	PSI Electronics, LLC dba Puget Sound Instrument	5000 - Health Dept	100 General Fund	5,952.14
40836	06/04/2020	Red Eye Radiator and DPF Specialists LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	226.09
40837	06/04/2020	Runbeck Election Services Inc.	0400 - Recorder	100 General Fund	24,312.36
40838	06/04/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	4,254.67
40839	06/04/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	708.31
40840	06/04/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	1,353.00
40841	06/04/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	1,773.46
40842	06/04/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	4,596.70
40842	06/04/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	12,600.95
40843	06/04/2020	Sheakley Pension Administration Inc.	2200 - Human Resources	501 Cochise Combined Trust	555.00
40844	06/04/2020	SHI International Corp.	1800 - IT/Communications	100 General Fund	66,403.94
40844	06/04/2020	SHI International Corp.	1800 - IT/Communications	325 HAVA Grant-IT	45,000.00
40845	06/04/2020	Shoemaker, Brad	1750 - Fleet Management	109 Fleet Management	225.00
40846	06/04/2020	Sierra Vista Builders Supply	4010 - Highway Dept Administration	251 Highway Fund	288.49
40847	06/04/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	35.83
40848	06/04/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	810.48
40848	06/04/2020	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	642.12
40849	06/04/2020	Sparkletts	0500 - Elections	100 General Fund	56.30
40849	06/04/2020	Sparkletts	1800 - IT/Communications	100 General Fund	65.16
40849	06/04/2020	Sparkletts	1900 - Development Services	100 General Fund	70.46
40849	06/04/2020	Sparkletts	2100 - Facilities Management	100 General Fund	83.20
40850	06/04/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	157.46
40851	06/04/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1800 - IT/Communications	100 General Fund	574.33
40851	06/04/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	510.86
40851	06/04/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	391.35
40851	06/04/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	77.26
40852	06/04/2020	Sune D14 Misc-A Holdings, LLC	2100 - Facilities Management	100 General Fund	11,708.40
40853	06/04/2020	Tecta America Corp	2100 - Facilities Management	400 County Capital Projects	234,589.91
40854	06/04/2020	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	230.61
40854	06/04/2020	The Bisbee Observer LLC	2200 - Human Resources	100 General Fund	246.86
40855	06/04/2020	Thomson West	1350 - Legal Defender	100 General Fund	258.64
40856	06/04/2020	Those Guys Auto	1750 - Fleet Management	109 Fleet Management	819.20
40857	06/04/2020	TransUnion Risk and Alternative Data Solutions	1350 - Legal Defender	100 General Fund	54.80
40858	06/04/2020	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	31,723.53

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40859	06/04/2020	Tucson Medical Center	5000 - Health Dept	100 General Fund	12,285.83
40860	06/04/2020	UniFirst Corporation	2100 - Facilities Management	100 General Fund	150.17
40861	06/04/2020	United Fire Equipment Company	1750 - Fleet Management	109 Fleet Management	322.26
40862	06/04/2020	Verizon Wireless	3000 - Sheriff	100 General Fund	5,128.64
40863	06/04/2020	Villa, Claudia	0100 - Board of Supervisors	100 General Fund	192.33
40864	06/04/2020	Voyager Fleet System, Inc.	1750 - Fleet Management	109 Fleet Management	3,818.53
40865	06/04/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	1,371.02
40866	06/04/2020	W W Grainger Inc	5000 - Health Dept	532 COVID-19 CDC	4,487.77
40867	06/04/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	2,738.93
40868	06/04/2020	Waste Management of Arizona, Inc.	2100 - Facilities Management	100 General Fund	183.70
40868	06/04/2020	Waste Management of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	452.37
40868	06/04/2020	Waste Management of Arizona, Inc.	4010 - Highway Dept Administration	251 Highway Fund	591.01
40869	06/04/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	940.09
40869	06/04/2020	Watson Chevrolet Inc	1760 - Fleet - Capital	109 Fleet Management	19.28
40870	06/04/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	1,052.85
40870	06/04/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	589.14
40871	06/04/2020	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	500.00
40872	06/04/2020	Wick Communications	1900 - Development Services	100 General Fund	191.78
40872	06/04/2020	Wick Communications	2200 - Human Resources	100 General Fund	875.14
40873	06/04/2020	Willcox, City of	2100 - Facilities Management	100 General Fund	981.97
40873	06/04/2020	Willcox, City of	4010 - Highway Dept Administration	251 Highway Fund	566.78
40873	06/04/2020	Willcox, City of	7000 - Solid Waste	505 Solid Waste	143.70
40874	06/04/2020	WIST Office Products Co	0600 - County Attorney	100 General Fund	335.33
40875	06/04/2020	Zumar Industries, Inc.	4010 - Highway Dept Administration	251 Highway Fund	5,699.20
40876	06/04/2020	Cochise County Finance Revolving Fund	1600 - Finance	100 General Fund	96.00
40877	06/04/2020	Cochise County Finance Revolving Fund	1600 - Finance	100 General Fund	9.00
40878	06/04/2020	Hoke, Jorge	3000 - Sheriff	100 General Fund	700.00
40879	06/04/2020	Hopper Jr., Albert N	2100 - Facilities Management	400 County Capital Projects	7,230.00
40880	06/04/2020	Quality Carpet & Tile	2100 - Facilities Management	400 County Capital Projects	9,045.39
40881	06/04/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,067.50
40882	06/04/2020	Erica Acosta	0920 - Justice Court 2	100 General Fund	25.00
40883	06/04/2020	Baker, Jennie Marie	0940 - Justice Court 4	100 General Fund	32.84
40884	06/04/2020	Contreras, Jesus	0920 - Justice Court 2	100 General Fund	16.81
40885	06/04/2020	RICHARD GARCIA	0910 - Justice Court 1	100 General Fund	500.00
40886	06/04/2020	DANISHA RICHARDSON	0910 - Justice Court 1	100 General Fund	500.00
40887	06/04/2020	Claudia Susana Rivera	0920 - Justice Court 2	100 General Fund	25.00
40888	06/04/2020	Romero, Alexa Melina	0940 - Justice Court 4	100 General Fund	77.00
40889	06/04/2020	LARRY THOMPSON	0930 - Justice Court 3	100 General Fund	800.00

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
TUESDAY, JUNE 9, 2020**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 9, 2020 at 10:15 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Thomas E. Borer, Chairman; Ann English, Vice-Chairman; Peggy Judd, Supervisor

Staff Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County Administrator;

Present: Christine Roberts, Chief Civil Deputy County Attorney; Britt Hanson, Of Counsel, County Attorney; Melissa Tucker, Administrative Assistant; Amanda Baillie, Public Information Officer

Chairman Borer called the meeting to order at 10:15 a.m.

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

PLEDGE OF ALLEGIANCE

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

PRESENTATION

Presentation by Ms. Krist-Anah Watkins, Mental Health Coordinator, on the Giving Recovery a Chance (GRACE) program.

Ms. Krist-Anah Watkins, Mental Health Coordinator, gave a presentation on the Giving Recovery a Chance (GRACE) program using a PowerPoint presentation. She outlined what the program is - how it works; the target population; the goals: reduction in costs and recidivism, increased community safety, and improving lives; how those goals are accomplished; what to do to break the cycle; missing pieces to the puzzle; what participants may not have; who are the community partners: mental health agencies, local shelters, Canyon Vista, and the Sheriff's Office. She continued with the challenges; successes; estimated savings; costs to participate; and statistics of the program from inception to now.

The Board thanked all the participants of the program.

Ms. Catherine Barney, County paralegal who processes Title 36 cases, gave her endorsement for the program.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 19, 2020.

2. Approve License and Access Agreement between the County and City of Douglas for Communications Tower and other equipment, located at 661 G. Avenue, Douglas, Arizona, and Deed to the City for two parcels adjacent to 661 G Avenue.
3. Approve a contract with the Arizona State Board of Equalization for hearing officer services from June 9, 2020, through February 28, 2021.

Finance

4. Approve demands and budget amendments for operating transfers.

Human Resources

5. Approve Merit Commission member appointments for Mary Gomez, Jennifer Ryan, and James Vlahovich, effective March 22, 2020 through March 21, 2024.

Juvenile Probation

6. Adopt Resolution 20-03 to approve Fiscal Year 2020-2021 Family Counseling funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$12,583 and the required \$3,146 matching funds, effective July 1, 2020 through June 30, 2021.
7. Approve Fiscal Year 2019-2020 Juvenile Probation Title IV-E funding agreement provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$18,586.61, effective July 1, 2019 through June 30, 2020.

Workforce Development

8. Approve appointment of Ms. Jelensky Irons to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2024.

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

PUBLIC HEARINGS

Board of Supervisors

9. Approve a Series #12 (Restaurant) new liquor license application submitted by Mr. Ricardo Aguirre, for Ricardo's Restaurant & Lounge, located at 7196 S. Hwy. 92, Hereford, AZ 85615.

Chairman Borer opened the public hearing and asked Ms. Tucker if she received any comments regarding this public hearing and Ms. Tucker stated there was none.

Chairman Borer read Mr. Aguirre's statement that was sent to the Clerk of the Board.

Chairman Borer closed the Public Hearing.

Vice-Chairman English moved to a Series #12 (Restaurant) new liquor license application submitted by Mr. Ricardo Aguirre, for Ricardo's Restaurant & Lounge, located at 7196 S. Hwy. 92, Hereford, AZ 85615. Supervisor Judd seconded the motion.

Ms. Melissa Tucker, Administrative Assistant, presented this item. Ms. Tucker said this application had been reviewed and recommended for approval by the appropriate departments; property taxes for the 2019 year of \$15,089.13 are currently due; there had been no formal protests and the applicant paid the \$100.00 processing fee. Board staff recommended approval.

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

10. Approve a Series #12 (Restaurant) new liquor license application submitted by Mr. Bobby Eugene Douglas, for Dusty's Chuckwagon Grill & Saloon, located at 13510 S. Highway 191, Elfrida, AZ 85625.

Approve a Series #12 (Restaurant) new liquor license application submitted by Mr. Bobby Eugene Douglas, for Dusty's Chuckwagon Grill & Saloon, located at 13510 S. Highway 191, Elfrida, AZ 85625.

Ms. Melissa Tucker, Administrative Assistant, presented this item. Ms. Tucker said this application has been reviewed and recommended for approval by the appropriate departments; property taxes for the parcel are current; there have been no formal protests and the applicant has paid the \$100.00 processing fee. Board staff is recommending approval.

Chairman Borer opened the public hearing and asked Ms. Tucker if she received any comments regarding this public hearing and Ms. Tucker stated there was none.

Chairman Borer closed the Public Hearing.

Supervisor Judd moved to approve a Series #12 (Restaurant) new liquor license application submitted by Mr. Bobby Eugene Douglas, for Dusty's Chuckwagon Grill & Saloon, located at 13510 S. Highway 191, Elfrida, AZ 85625. Vice-Chairman English seconded the motion.

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

Development Services

11. Adopt Zoning Ordinance 20-10 to approve Docket R-20-03 (Mailed Notification), an amendment to the Cochise County Zoning Regulations, Article 17, Administration and Article 22, Amendments.

Ms. Christine McLachlan presented this item using a PowerPoint presentation. Ms. McLachlan stated the State legal requirements, publication and mailing notification regulations and their radius. She outlined requirement changes made in 2017 and the outcome of those changes that resulted in an inconsistent, confusing, time-intensive and expensive process. She said staff is recommending a simplified process that will add more flexibility, and outlined the additional impact of the changes. The Cochise County Planning and Zoning Commission unanimously recommended approval 7-0 at their May 13, 2020 meeting. Ms. McLachlan said staff recommended approval.

The Board discussed options for expansion of notification in the future if necessary and staff agreed that would be possible.

Chairman Borer opened the public hearing and asked if any additional comments regarding

this public hearing were received and Ms. Tucker stated there was none.

Chairman Borer closed the public hearing.

Vice-Chairman English made a motion to adopt Zoning Ordinance 20-10 to approve Docket R-20-03 (Mailed Notification), an amendment to the Cochise County Zoning Regulations, Article 17, Administration and Article 22, Amendments. Supervisor Judd seconded the motion.

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

Chairman Borer asked if any additional comments regarding the remaining agenda actions items 12 through 15 were received and Ms. Tucker stated there was none.

ACTION

Emergency Services

12. Approve the designation of Mr. Gabriel Lavine, Emergency Management Director, as Applicant Agent for Federal Emergency Management Agency (FEMA) Public Assistance Grant; this supersedes the April 21, 2020 approval.

Mr. Dan Duchon, Budget Manager, presented this item. Mr. Duchon stated the match percentage, and said the previous approved item was not correct because they wanted only one representative.

Supervisor Judd made a motion to approve the designation of Mr. Gabriel Lavine, Emergency Management Director, as Applicant Agent for Federal Emergency Management Agency (FEMA) Public Assistance Grant; this supersedes the April 21, 2020 approval. Vice-Chairman English seconded the motion.

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

Facilities

13. Approve contract with Progressive Roofing for roofing services, under Mohave County Cooperative Contract #18R-PRO-0418, at the Bisbee County Administrative Building located at 4 Ledge Avenue in Bisbee, Arizona, in the amount of \$89,791.29, effective June 9, 2020.

Mr. Henry Meraz, Facilities Director, presented this item. Mr. Meraz said it was necessary to repair the roof in order to continue additional work inside the building. He stated the roof materials, and said the contract had a 20-year warranty.

Vice-Chairman English made a motion to approve contract with Progressive Roofing for roofing services, under Mohave County Cooperative Contract #18R-PRO-0418, at the Bisbee County Administrative Building located at 4 Ledge Avenue in Bisbee, Arizona, in the amount of \$89,791.29, effective June 9, 2020. Supervisor Judd seconded the motion.

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

Health & Social Services

14. Approve Contract #ADHS 18-180472, Amendment #2, Arizona Prescription Drug Overdose Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$470,720, effective July 1, 2020 through June 20, 2021.

Ms. Carrie Langley, Health and Social Services Director, presented this item. Ms. Langley outlined the amendments to the contract.

Ms Langley answered questions from the Board.

Supervisor Judd made a motion to approve Contract #ADHS 18-180472, Amendment #2, Arizona Prescription Drug Overdose Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$470,720, effective July 1, 2020 through June 20, 2021. Vice-Chairman English seconded the motion.

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

15. Approve renewal of Child Care Health Consulting Contract #GRA-STATE-19-0968-01-Y2, between First Things First and Cochise Health & Social Services, in the amount of \$88,920, effective July 1, 2020 through June 30, 2021.

Ms. Carrie Langley, Health and Social Services Director, presented this item. Ms. Langley described the specifics of the program.

Vice-Chairman English made a motion to approve renewal of Child Care Health Consulting Contract #GRA-STATE-19-0968-01-Y2, between First Things First and Cochise Health & Social Services, in the amount of \$88,920, effective July 1, 2020 through June 30, 2021. Supervisor Judd seconded the motion.

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

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

Mr. Gilligan said building repairs and projects to move staff is progressing and Public Health needs, in association with Covid-19, will be detailed in a future Strategic Plan meeting. He will be attending a meeting, regarding the closure of the Juvenile Detention Center and its associated costs, soon.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Chairman Borer discussed future conflicts for meetings and quorums and said Highway 92 road repairs had begun.

Report by District 2 Supervisor, Ann English

Supervisor English said she spoke with other Counties about options regarding wearing masks. She said tomorrow she will attend a ribbon cutting on the renewed Wastewater Treatment Plant in Douglas that has been in the works for nine years. Also, the new mayor of Douglas will be sworn in.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd said the Fort Grant Road is moving forward and spoke of the impacts of Covid-19 in her community.

Chairman Borer adjourned the meeting at 11:18 a.m.

APPROVED:

Thomas E. Borer, Chairman

ATTEST:

Kim Lemons, Clerk of the Board

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 06/23/2020

PSPRS Policy

Submitted By: Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy, as required by ARS 38-863.01, effective July 1, 2020.

Background:

38-863.01. [Pension funding policies; employers](#)

A. Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:

(a) How to maintain stability of the governing body's contributions to the system.

(b) How and when the governing body's funding requirements of the system will be met.

(c) Defining the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio.

2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.

B. The governing body shall post the pension funding policy on the governing body's public website.

Department's Next Steps (if approved):

Implement Policy.

Impact of NOT Approving/Alternatives:

Not in compliance with ARS 38-863.01

To BOS Staff: Document Disposition/Follow-Up:

Publish Policy Number 1604 with updated information on the County's website.

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

Policy

Valuation Report



Cochise County Board of Supervisors

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

Policy Title: Public Safety Personnel Retirement System (PSPRS) Pension Funding

Policy Number: 1604

Effective: July 1, 2020

Supersedes: July 1, 2019

Last Reviewed/Updated:

Scope/Coverage: pension funding policy for the system for employees hired before July 1, 2017

Policy Contact: County Administrator / Finance Director

I. Maintaining the Stability of County Contributions

- A. In accordance with [A.R.S. § 38-863.01](#), the Board of Supervisors shall employ the following strategies to stabilize PSPRS [Annual Required Contribution](#) (ARC) and reduce the [Unfunded Actuarial Accrued Liability](#) (UAAL):
1. In the first month of the fiscal year (July), the County shall pay, in full, the minimum ARC as projected by PSPRS for the new fiscal year.
 2. During the annual budget development process, the ARC rate shall be determined as 50% or the rate published in the system's annual actuarial report, whichever is greater.
 3. In the final month of each fiscal year (June), the County shall make a supplemental contribution payment utilizing 100% of the projected current fiscal year savings in the Cochise County Sheriff's Office General Fund budget.
- B. The Board of Supervisors, through the County Supervisors Association, may actively lobby the Arizona State Legislature to reform PSPRS and provide funding relief.

II. Funded Ratio Target and Timeline

- A. The following information is from the June 30, 2019 actuarial valuation:

Fiscal Year	Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
2020	CCSO	\$18,426,928	\$51,998,563	\$33,571,635	35.4%
2021	CCSO	\$19,835,210	\$55,208,407	\$35,373,197	35.9%



Cochise County Board of Supervisors

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

- B. Consistent with the PSPRS' Actuarial Funding Policy, the Board's [PSPRS funding ratio](#) goal is 100% (fully funded) over a period of 30 years.

III. Review and Acceptance of Actuarial Valuation Report

- A. Annually, the Board shall review the assets, liabilities, and current [funding ratio](#) of the county's PSPRS trust fund as reported by the plan administrator in the [annual report](#).
- B. The Board shall vote to accept the system's actuarial report in an open meeting.
- C. Every five (5) years, the County shall contract for an independent actuarial analysis to ensure the County is meeting funding goals.
- D. The PSPRS funding policy and summary of assets and liabilities under the system shall be posted on the County's public website.

ARIZONA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM

COCHISE COUNTY SHERIFF'S DEPT. (046)

ACTUARIAL VALUATION
AS OF JUNE 30, 2019

CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING JUNE 30, 2021



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

December 5, 2019

Board of Trustees
Arizona Public Safety Personnel Retirement System
Phoenix, AZ

Re: Actuarial Valuation Report as of June 30, 2019 for Cochise County Sheriff's Dept. (046)

Dear Members of the Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the Arizona Public Safety Personnel Retirement System (PSPRS). The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year.

This report was prepared at the request of the Board and is intended for use by PSPRS and those designated or approved by the Board. It documents the valuation of the consolidated plan and provides summary information for PSPRS participating employers. This report may be provided to parties other than PSPRS only in its entirety and only with the permission of the Board. Foster & Foster is not responsible for the unauthorized use of this report.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Title 38, Chapter 5, Article 4 of the Arizona Revised Statutes, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

The computed contribution rates shown in the "Contribution Results" section should be considered minimum contribution rates that comply with the Board's funding policy and Arizona Statutes. Users of this report should be aware that contributions made at that rate do not guarantee benefit security. Given the importance of benefit security to any retirement system, we suggest that contributions to the System in excess of those presented in this report be considered.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by PSPRS through June 30, 2019 and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

This valuation assumes the continuing ability of the participating employers to make the contributions necessary to fund this plan. A determination regarding whether or not the participating employers are actually able to do so is outside our scope of expertise. Consequently, we did not perform such an analysis.

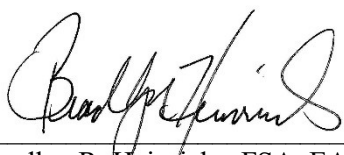
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report are considered an integral part of the actuarial opinions.

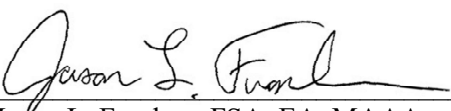
To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Arizona Public Safety Personnel Retirement System, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Arizona Public Safety Personnel Retirement System. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact us at 239-433-5500.

Respectfully Submitted,

Foster & Foster, Inc.

By: 
Bradley R. Heinrichs, FSA, EA, MAAA

By: 
Jason L. Franken, FSA, EA, MAAA

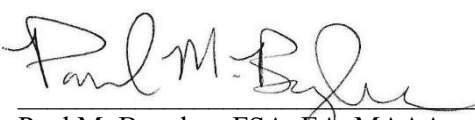
By: 
Paul M. Baugher, FSA, EA, MAAA

TABLE OF CONTENTS

I. Summary of Report	1
II. Contribution Results.....	4
III. Liability Support	9
IV. Asset Support.....	13
V. Member Statistics.....	18
VI. Actuarial Assumptions and Methods.....	20
VII. Discussion of Risk.....	21
VIII. Summary of Current Plan.....	28
IX. Actuarial Funding Policy	34
X. Glossary	36

I. SUMMARY OF REPORT

The regular annual actuarial valuation of the Arizona Public Safety Personnel Retirement System for the Cochise County Sheriff's Dept., performed as of June 30, 2019, has been completed and the results are presented in this Report. The purpose of this valuation is to:

- Compute the liabilities associated with benefits likely to be paid on behalf of current retired and active members. This information is contained in the section entitled "Liability Support."
- Compare accumulated assets with the liabilities to assess the funded condition. This information is contained in the section entitled "Liability Support."
- Compute the employers' recommended contribution rates for the Fiscal Year beginning July 1, 2020. This information is contained in the section entitled "Contribution Results."

1. Key Valuation Results

The funded status as of June 30, 2019 and the employer contribution amounts applicable to the plan/fiscal year ending June 30, 2021 are as follows:

	Tier 1 & Tier 2 Members			Tier 3 Members *		
	Pension	Health	Total	Pension	Health	Total
Employer Contribution Rate	50.15%	0.19%	50.34%	9.21%	0.14%	9.35%
Funded Status	35.9%	125.7%	37.6%	116.9%	205.3%	118.4%

2. Comparison of Key Results to Prior Year

The chart below compares the results from this valuation with the results of the prior year's valuation, as prepared and reported by Gabriel, Roeder, Smith & Company:

Contribution Rate

Valuation Date	Tier 1 & Tier 2 Members			Tier 3 Members *		
	Pension	Health	Total	Pension	Health	Total
June 30, 2018	50.40%	0.39%	50.79%	9.80%	0.21%	10.01%
June 30, 2019	50.15%	0.19%	50.34%	9.21%	0.14%	9.35%

Funded Status

Valuation Date	Tier 1 & Tier 2 Members			Tier 3 Members		
	Pension	Health	Total	Pension	Health	Total
June 30, 2018	35.4%	110.6%	37.1%	89.3%	110.5%	89.7%
June 30, 2019	35.9%	125.7%	37.6%	116.9%	205.3%	118.4%

* The Tier 3 rates shown are the calculated rates as of the valuation date and do not reflect any Legacy costs that the employer must also contribute.

3. Reasons for Change

Changes in the results from the prior year's valuation can be illustrated in the following tables along with high-level explanations for the entire System below:

Contribution Rate				
	Tier 1 & Tier 2		Tier 3 Members	
	Pension	Health	Pension	Health
Contribution Rate Last Valuation	50.40%	0.39%	9.80%	0.21%
Asset Experience	0.14%	0.02%	0.00%	0.00%
Payroll Base	(0.43%)	0.00%	0.08%	0.00%
Liability Experience	(2.20%)	0.14%	0.07%	0.00%
Assumption/Method Change	2.19%	0.05%	0.41%	0.00%
Other	<u>0.05%</u>	<u>(0.41%)</u>	<u>(1.16%)</u>	<u>(0.07%)</u>
Contribution Rate This Valuation	50.15%	0.19%	9.21%	0.14%

Funded Status				
	Tier 1 & Tier 2		Tier 3 Members	
	Pension	Health	Pension	Health
Funded Status Last Valuation	35.4%	110.6%	89.3%	110.5%
Asset Experience	(0.2%)	(1.0%)	0.2%	0.5%
Liability Experience	0.3%	1.2%	(4.2%)	0.7%
Assumption/Method Change	(0.9%)	(2.2%)	(1.4%)	0.6%
Other	<u>1.3%</u>	<u>17.1%</u>	<u>33.0%</u>	<u>93.0%</u>
Funded Status This Valuation	35.9%	125.7%	116.9%	205.3%

Assets Experience – Asset gains and losses (relative to the assumed earnings rate) are smoothed over seven years for Tiers 1 and 2 and over five years for Tier 3. The return on the market value of assets for the year ending June 30, 2019 was 5.4% for Tiers 1 and 2 and 9.0% for Tier 3. On a smoothed, actuarial value of assets basis, however, the average return was 6.7% for Tiers 1 and 2 and 7.3% for Tier 3. This fell short of the 2018 assumed earnings rate for Tiers 1 and 2 of 7.4% but exceeded the rate for Tier 3 of 7.0%.

Liability Experience – Experience overall was unfavorable, driven by greater than expected active retirements. Gains from greater than expected terminations and lower than expected salary increases partially offset those losses. A decrease in normal costs has a significant impact on the contribution reconciliation for this bucket, as well.

Payroll Base – Under the current amortization policy for Tiers 1 and 2, the contribution rate is developed as a level percentage of payroll. The payroll is expected to increase each year in line with the growth assumption (currently 3.50%). To the extent that actual payroll is lower/greater than expected, the contribution rate will increase/decrease as a result.

Assumption / Method Change – The interest rate (assumed earnings rate) was decreased from 7.40% to 7.30% and the mortality tables were updated to the latest available information. These changes both resulted in liability losses.

Other – This is the combination of all other factors that could impact liabilities year-over-year, with the primary sources being the transition of actuarial services and changes in member data. Note that Tier 3 is primarily driven by contributions that are currently outpacing accruals; this will stabilize as the plan matures.

4. Looking Ahead

The continuing effect of prior asset losses was dampened by the asset smoothing reflected in the actuarial value of assets and further offset by the effect of lower than expected pay increases. There remain unrecognized investment losses that will, in the absence of other gains, put upward pressure on the contribution rate next year.

If the June 30, 2019 pension valuation results were based on the market value of assets instead of the actuarial value of assets, the pension funded percentage for Tiers 1 and 2 would be 34.7% (instead of 35.9%) and the pension employer contribution requirement would be 50.91% of payroll (instead of 50.15%).

The funded status for Tiers 1 and 2 will continue to improve if assumptions are met and contributions at least equal to the rates determined for each employer are made to the fund. The funded status for Tier 3 will stabilize as the population continues to grow, as contributions appear sufficient to keep the liabilities fully funded.

II. CONTRIBUTION RESULTS

Contribution Requirements

Development of Employer Contributions - Tiers 1 & 2 Members				
Valuation Date	June 30, 2019		June 30, 2018	
Applicable to Fiscal Year Ending	2021		2020	
	Rate	Dollar	Rate	Dollar
Pension				
Normal Cost				
Total Normal Cost	19.13%	\$886,465		
Employee Cost	<u>(7.65%)</u>	<u>(354,560)</u>		
Employer (Net) Normal Cost	11.48%	531,905	12.43%	
Amortization of Unfunded Liability	<u>38.67%</u>	<u>1,919,919</u>	<u>37.97%</u>	
Total Employer Cost (Pension)	50.15%	2,451,824	50.40%	
Health				
Normal Cost	0.57%	\$26,223	0.39%	
Amortization of Unfunded Liability	<u>(0.38%)</u>	<u>(18,867)</u>	<u>0.00%</u>	
Total Employer Cost (Health)	0.19%	7,356	0.39%	
Total Employer Cost (Pension + Health)	50.34%	2,459,180	50.79%	2,519,018
Total Minimum Contribution Requirement (if applicable)	0.00%		0.00%	
Alternate Contribution Rate (ACR) *	38.67%		37.97%	
Underlying Payroll (as of valuation date)		4,634,769		

* The Alternate Contribution Rate is the sum of the positive amortization rates for Tiers 1 & 2 Pension and Health and is charged when retirees return to active status.

The results above are shown both prior to and after the application of the statutory minimum contribution requirement of 8% of payroll (5% of payroll if the actual employer contribution is less than 5% for the 2006/2007 Fiscal Year) and are based on the current amortization schedule approved by the Board of Trustees for your individual plan (see "Actuarial Assumptions and Methods").

A.R.S. 38-843, subsection I allows for the employer to request a one-time increase in the amortization period up to a maximum of 30 years. The costs below are provided to assist with that decision, where needed. If the current approved amortization period is greater than those below, that request has already been made for this plan and the following is provided to facilitate earlier payoff, if desired.

	Rate	Dollar
Total Pension Employer Cost (17-year amortization)	64.18%	3,146,319
Total Pension Employer Cost (22-year amortization)	55.61%	2,720,829

Development of Employer Contributions – Tier 3 Members

Valuation Date	June 30, 2019	June 30, 2018
Applicable to Fiscal Year Ending	2021	2020

Defined Benefit (DB) Retirement Plan

	Rate	Dollar	Rate	Dollar
Pension				
Total Normal Cost	18.41%	\$ 76,389	19.46%	
Amortization of Unfunded Liability	<u>0.00%</u>	<u>0</u>	<u>0.14%</u>	
Total Pension Cost	18.41%	76,389	19.60%	
Employee (EE) Pension Cost	9.21%	38,195	9.80%	
Employer (ER) Pension Cost	9.21%	38,195	9.80%	
Health				
Total Normal Cost	0.28%	1,162	0.42%	
Amortization of Unfunded Liability	<u>0.00%</u>	<u>0</u>	<u>0.00%</u>	
Total Health Cost	0.28%	1,162	0.42%	
Employee (EE) Health Cost	0.14%	581	0.21%	
Employer (ER) Health Cost	0.14%	581	0.21%	
Total				
Total Calculated Tier 3 Required EE/ER Individual Cost	9.35%	38,776	10.01%	
Board Approved Tier 3 Required EE/ER Individual Cost ¹	9.94%	41,244	9.94%	
ER Legacy Cost of Tiers 1 & 2 Amort of Unfunded Liabilities ²	38.67%	171,882	37.97%	
Total Calculated Tier 3 Required ER Defined Benefit Cost	48.02%	210,658	47.98%	
Total Board Approved Tier 3 Required ER Defined Benefit Cost	48.61%	213,126	47.91%	110,609
Underlying Payroll (as of valuation date)		414,931		

¹ The Board decided to keep Tier 3 rates level (as calculated with the June 30, 2018 valuation) for the fiscal year ending June 30, 2021.

² Pursuant to ARS § 38-843(B), the amortization of positive unfunded liabilities for Tiers 1 & 2 shall be applied to all Tier 3 payroll on a level percent basis. However, while it is statutorily required to present the rates in this manner, these are the minimums where alternate methods for paying down that unfunded liability is at the discretion of each employer. Further, to understand the effects of reform in relation to Tier 3, compare the total rate of Tier 3 before application of those legacy costs.

Development of Employer Contributions – Tier 3 Members

Valuation Date	June 30, 2019	June 30, 2018
Applicable to Fiscal Year Ending	2021	2020

Defined Contribution (DC) Retirement Plan

	Rate	Dollar	Rate	Dollar
Tier 2 & 3 DB / Non-Social Security				
Employee Cost	3.00%		3.00%	
Employer Cost ¹	3.00%		3.00%	
Tier 3 DC Only				
Employee Cost	9.00%	\$9,952	9.00%	
Employee Disability Program Cost	<u>1.41%</u>	<u>1,559</u>	<u>1.51%</u>	
Total Employee Cost	10.41%	11,511	10.51%	
Employer Cost	9.00%	9,952	9.00%	
Employer Disability Program Cost	<u>1.41%</u>	<u>1,559</u>	<u>1.51%</u>	
Total Employer Cost (before Legacy)	10.41%	11,511	10.51%	
ER Legacy Cost of Tiers 1 & 2 Amort of Unfunded Liabilities ²	38.67%	42,762	37.97%	
Total Employer Cost	49.08%	54,273	48.48%	
Underlying Payroll (as of valuation date)		103,229		

¹ Employer rate is 4% for Tier 2 members for a period of time depending on the individual's membership date.

² Pursuant to ARS § 38-843(B), the amortization of positive unfunded liabilities for Tiers 1 & 2 shall be applied to all Tier 3 payroll on a level percent basis. However, while it is statutorily required to present the rates in this manner, these are the minimums where alternate methods for paying down that unfunded liability is at the discretion of each employer. Further, to understand the effects of reform in relation to Tier 3, compare the total rate of Tier 3 before application of those legacy costs.

Contribution Rate Summary

	Tier 1		Tier 2		Tier 3		
Membership Date On or After	7/1/1968		7/20/2011		7/20/2011		7/1/2017
Participates in Social Security	N/A		Yes	No	Yes	No	N/A
Available Retirement Plan ¹	DB Only	DB Only	DB Only	Hybrid	DB Only	Hybrid	DC Only
Employee Contribution Rate							
PSPRS DB Rate	7.65%	11.65%	11.65%	11.65%	9.94%	9.94%	
PSPRS DC Rate				3.00%		3.00%	9.00%
PSPDCRP Disability Program Rate							1.41%
Total EE Contribution Rate	7.65%	11.65%	11.65%	14.65%	9.94%	12.94%	10.41%
Employer Contribution Rate							
PSPRS DB Normal Cost	12.05%	12.05%	12.05%	12.05%	9.94%	9.94%	
PSPRS DB Tier 1 & 2 Legacy Cost ²	38.29%	38.29%	38.29%	38.29%	38.67%	38.67%	38.67%
PSPRS DC Rate ³				4.00%		3.00%	9.00%
PSPDCRP Disability Program Rate							1.41%
Total ER Contribution Rate	50.34%	50.34%	50.34%	54.34%	48.61%	51.61%	49.08%

¹ Employers that pay into Social Security on behalf of their members do not participate in the Hybrid Plan.

² Per statute (ARS § 38-843(B)), any positive unfunded liability for Tiers 1 and 2 is to be applied to all Tier 3 (DB and DC) payrolls.

³ The 4.00% employer match for Tier 2 Hybrid members is for a short period of time depending on the membership date of the employee at which point the rate will change to 3.00% (ARS § 38-868(C)).

Exhibit summarizes employee and employer contributions based on Statute and the results of June 30, 2019 actuarial valuation. Pension and health components are combined, where applicable.

Impact of Additional Contributions

	Additional Contribution (000s)										
	\$0	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000
Impact On											
Funded Status 06/30/2019	35.9%	37.7%	39.6%	41.4%	43.2%	45.0%	46.8%	48.6%	50.4%	52.2%	54.0%
FYE 2021 Contribution Rate	50.34%	49.27%	48.21%	47.14%	46.07%	45.00%	43.94%	42.87%	41.80%	40.73%	39.66%

Table shows the hypothetical change in the funded status and contribution rate from the June 30, 2019 actuarial valuation results for Tiers 1 & 2 if an additional contribution of the amount shown had been made to the Fund on June 30, 2019. This illustration can help estimate the impact of contributing additional monies to the fund in the future.

Historical Summary of Employer Rates

	Valuation Date June 30	Fiscal Year Ending June 30	Normal Cost	Pension	Total	Normal Cost	Health	Total
				Unfunded Amortization			Unfunded Amortization	
TIERS 1 & 2	2018	2020	12.43%	37.97%	50.40%	0.39%	0.00%	0.39%
	2019	2021	11.48%	38.67%	50.15%	0.57%	(0.38%)	0.19%
TIER 3 ¹	2018 ²	2020	9.68%	0.00%	9.68%	0.26%	0.00%	0.26%
	2019 ³	2021	9.21%	0.00%	9.21%	0.14%	0.00%	0.14%
	2019 ²	2021	9.68%	0.00%	9.68%	0.26%	0.00%	0.26%

¹ Does not reflect Legacy costs that the employer must also contribute.

² Rates shown are Board approved EE/ER rates

³ Rates shown are calculated EE/ER rates

III. LIABILITY SUPPORT

Liabilities and Funded Ratios by Benefit - Tiers 1 & 2

	June 30, 2019	June 30, 2018
Pension		
Actuarial Present Value of Benefits		
Retirees and Beneficiaries	\$ 35,119,941	
DROP Members	0	
Vested Members	500,229	
Active Members	<u>25,375,249</u>	
Total Actuarial Present Value of Benefits	60,995,419	
Actuarial Accrued Liability (AAL)		
All Inactive Members	35,620,170	34,769,894
Active Members	<u>19,588,237</u>	<u>17,228,669</u>
Total Actuarial Accrued Liability	55,208,407	51,998,563
Actuarial Value of Assets (AVA)	19,835,210	18,426,928
Unfunded Actuarial Accrued Liability		
Gross Unfunded Actuarial Accrued Liability	35,373,197	33,571,635
Stabilization Reserve	0	0
Net Unfunded Actuarial Accrued Liability	35,373,197	33,571,635
Funded Ratio (AVA / AAL)	35.9%	35.4%
Health		
Present Value of Benefits		
Retirees and Beneficiaries	\$ 507,405	
DROP Members	0	
Active Members	<u>714,732</u>	
Total Present Value of Benefits	1,222,137	
Actuarial Accrued Liability (AAL)		
All Inactive Members	507,405	
Active Members	<u>550,165</u>	
Total Actuarial Accrued Liability	1,057,570	1,144,930
Actuarial Value of Assets (AVA)	1,329,733	1,266,618
Unfunded Actuarial Accrued Liability	(272,163)	(121,688)
Funded Ratio (AVA / AAL)	125.7%	110.6%

Liabilities and Funded Ratios by Benefit - Tier 3

	June 30, 2019	June 30, 2018
Pension		
Actuarial Present Value of Benefits		
Retirees and Beneficiaries	0	
Vested Members	203,244	
Active Members	<u>120,826,663</u>	
Total Actuarial Present Value of Benefits	121,029,907	
Actuarial Accrued Liability (AAL)		
All Inactive Members	203,244	
Active Members	<u>7,753,481</u>	
Total Actuarial Accrued Liability	7,956,725	1,831,715
Actuarial Value of Assets (AVA)	9,305,220	1,635,349
Unfunded Actuarial Accrued Liability	(1,348,495)	196,366
Funded Ratio (AVA / AAL)	116.9%	89.3%
Health		
Present Value of Benefits		
Retirees and Beneficiaries	0	
Active Members	<u>1,814,082</u>	
Total Present Value of Benefits	1,814,082	
Actuarial Accrued Liability (AAL)		
All Inactive Members	0	
Active Members	<u>136,597</u>	
Total Actuarial Accrued Liability	136,597	39,635
Actuarial Value of Assets (AVA)	280,404	43,798
Unfunded Actuarial Accrued Liability	(143,807)	(4,163)
Funded Ratio (AVA / AAL)	205.3%	110.5%

The liabilities shown on this page are the liabilities for all Tier 3 members grouped together in the Risk Sharing group. These liabilities are NOT the liabilities for Cochise County Sheriff'S Dept. Tier 3 members.

Derivation of Experience (Gain)/Loss

	Tiers 1 & 2		Tier 3	
	Pension	Health	Pension	Health
(1) Unfunded Actuarial Accrued Liability as of June 30, 2018	33,571,635	(121,688)	196,366	(4,163)
(2) Normal Cost Developed in Last Valuation	585,320	18,365	22,625	485
(3) Actual Contributions	2,774,136	15,605	3,684,117	225,397
(4) Expected Interest On (1), (2), and (3)	2,426,803	(8,213)	(117,674)	(8,463)
(5) Expected Unfunded Actuarial Accrued Liability as of June 30, 2019 (1)+(2)-(3)+(4)	33,809,622	(127,141)	(3,582,800)	(237,538)
(6) Changes to UAAL Due to Assumptions, Methods and Benefits	1,377,328	17,960	91,273	(391)
(7) Change to UAAL Due to Actuarial (Gain)/Loss	<u>186,247</u>	<u>(162,982)</u>	<u>2,143,032</u>	<u>94,122</u>
(8) Unfunded Actuarial Accrued Liability as of June 30, 2019	35,373,197	(272,163)	(1,348,495)	(143,807)

Amortization of Unfunded Liabilities - Tiers 1 & 2

	Pension	Health
Unfunded Liability to Amortize		
Unfunded Actuarial Accrued Liability	35,373,197	(272,163)
Maintenance of Effort	346,742	0
Anticipated Contribution Towards Unfunded	2,025,047	0
Unfunded Liability to Amortize ¹	36,216,957	(292,031)
Amortization Period	27	20
Projected Payroll	5,519,946	5,519,946
Rate of Amortization of Unfunded Liability	38.67%	(0.38%)

¹ Adjusted with interest to beginning of next fiscal year.

Amortization of Unfunded Liabilities - Tier 3

	Date Established	Outstanding Balance	Years Remaining	Amortization Rate ²
Pension	06/30/2018	182,154	9	0.05%
	06/30/2019	<u>(1,530,649)</u>	10	<u>(0.38%)</u>
	Total	(1,348,495)		0.00%
Health	06/30/2018	(3,862)	9	0.00%
	06/30/2019	<u>(139,945)</u>	10	<u>(0.03%)</u>
	Total	(143,807)		0.00%

² By Statute, negative amortization rates are not subtracted in Tier 3 rate calculations.

IV. ASSET SUPPORT

Statement of Changes in Fiduciary Net Position for Year Ended June 30, 2019 Market Value Basis

	Tiers 1 & 2		Tier 3	
	Pension	Health	Pension	Health
Additions				
Contributions				
Member Contributions	\$ 121,556,582	\$ 0	\$ 7,390,215	\$ 0
Employer Contributions	844,585,444	0	7,425,607	0
Health Insurance Contributions	<u>0</u>	<u>4,853,600</u>	<u>0</u>	<u>448,692</u>
Total Contributions	966,142,026	4,853,600	14,815,822	448,692
Investment Income				
Net Increase in Fair Value	303,530,849	14,803,383	732,462	24,444
Interest and Dividends	82,589,482	2,347,594	199,300	3,876
Other Income	61,188,380	1,941,632	147,656	3,205
Less Investment Expenses	<u>(44,360,237)</u>	<u>(1,597,190)</u>	<u>(107,047)</u>	<u>(2,637)</u>
Net Investment Income	402,948,474	17,495,419	972,371	28,888
Transfers In	285,197	0	31,689	0
Total Additions	1,369,375,697	22,349,019	15,819,882	477,580
Deductions				
Distributions to Members				
Benefit Payments	818,430,053	0	0	0
Health Insurance Subsidy	0	16,732,865	0	0
Refund of Contributions	<u>15,556,115</u>	<u>0</u>	<u>77,140</u>	<u>0</u>
Total Distributions	833,986,168	16,732,865	77,140	0
Administrative Expenses	7,233,020	301,997	18,010	499
Transfers Out	144,434	0	0	0
Other	0	0	0	0
Total Deductions	841,363,622	17,034,862	95,150	499
Net Increase / (Decrease)	528,012,075	5,314,157	15,724,732	477,081
Net Position Held in Trust				
Prior Valuation	7,284,786,674	328,284,037	3,198,018	77,352
Beginning of the Year Adjustment	(1,807,999)	2,953,522	0	0
End of the Year	7,810,990,750	336,551,716	18,922,750	554,433

Development of Pension Actuarial Value of Assets - Tiers 1 & 2

A. Investment Income

A1. Actual Investment Income	\$ 395,715,454
A2. Expected Amount for Immediate Recognition	555,730,379
A3. Amount Subject to Amortization	(160,014,925)

B. Amortization Schedule	Year Ended June 30						
	2019	2020	2021	2022	2023	2024	2025
2019 Experience (A3 / 7)	(22,859,275)	(22,859,275)	(22,859,275)	(22,859,275)	(22,859,275)	(22,859,275)	(22,859,275)
2018 Experience	(6,266,349)	(6,266,349)	(6,266,349)	(6,266,349)	(6,266,349)	(6,266,351)	
2017 Experience	33,380,149	33,380,149	33,380,149	33,380,149	33,380,148		
2016 Experience	(64,250,729)	(64,250,729)	(64,250,729)	(64,250,726)			
2015 Experience	(36,894,248)	(36,894,248)	(36,894,251)				
2014 Experience	33,458,496	33,458,496					
2013 Experience	9,542,556						
Total Amortization	(53,889,400)	(63,431,956)	(96,890,455)	(59,996,201)	4,254,524	(29,125,626)	(22,859,275)

C. Actuarial Value of Assets

	Total	Employer
C1. Actuarial Value of Assets, 06/30/2018	7,444,902,139	
C2. Noninvestment Net Cash Flow	132,296,621	
C3. Preliminary Actuarial Value of Assets, 06/30/2019 (A2 + B + C1 + C2)	8,079,039,739	
C4. Market Value of Assets, 06/30/2019	7,810,990,750	19,177,111
C5. Final Actuarial Value of Assets, 06/30/2019 (C3 Within 20% Corridor of C4)	8,079,039,739	19,835,210

D. Rates of Return

D1. Market Value Rate of Return	5.4%
D2. Actuarial Value Rate of Return	6.7%

Development of Health Actuarial Value of Assets - Tiers 1 & 2

A. Investment Income

A1. Actual Investment Income	\$ 17,193,422
A2. Expected Amount for Immediate Recognition	24,722,408
A3. Amount Subject to Amortization	(7,528,986)

B. Amortization Schedule	Year Ended June 30						
	2019	2020	2021	2022	2023	2024	2025
2019 Experience (A3 / 7)	(1,075,569)	(1,075,569)	(1,075,569)	(1,075,569)	(1,075,569)	(1,075,569)	(1,075,572)
2018 Experience	(304,653)	(304,653)	(304,653)	(304,653)	(304,653)	(304,656)	
2017 Experience	1,532,136	1,532,136	1,532,136	1,532,136	1,532,136		
2016 Experience	(3,221,043)	(3,221,043)	(3,221,043)	(3,221,044)			
2015 Experience	(1,796,589)	(1,796,589)	(1,796,586)				
2014 Experience	1,653,381	1,653,381					
2013 Experience	451,740						
Total Amortization	(2,760,597)	(3,212,337)	(4,865,715)	(3,069,130)	151,914	(1,380,225)	(1,075,572)

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, 06/30/2018	339,920,235	
C2. Noninvestment Net Cash Flow	(11,879,265)	
C3. Preliminary Actuarial Value of Assets, 06/30/2019 (A2 + B + C1 + C2)	350,002,781	
C4. Market Value of Assets, 06/30/2019	336,551,716	1,278,629
C5. Final Actuarial Value of Assets, 06/30/2019 (C3 Within 20% Corridor of C4)	350,002,781	1,329,733

D. Rates of Return

D1. Market Value Rate of Return	5.3%
D2. Actuarial Value Rate of Return	6.6%

Development of Pension Actuarial Value of Assets - Tiers 3

A. Investment Income

A1. Actual Investment Income	\$ 954,361
A2. Expected Amount for Immediate Recognition	732,184
A3. Amount Subject to Amortization	222,177

B. Amortization Schedule	Year Ended June 30				
	2019	2020	2021	2022	2023
2019 Experience (A3 / 5)	44,435	44,435	44,435	44,435	44,437
2018 Experience	(370)	(370)	(370)	(371)	
2017 Experience	0	0	0		
2016 Experience	0	0			
2015 Experience	0				
Total Amortization	44,065	44,065	44,065	44,064	44,437

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, 06/30/2018	3,199,499	
C2. Noninvestment Net Cash Flow	14,770,371	
C3. Preliminary Actuarial Value of Assets, 06/30/2019 (A2 + B + C1 + C2)	18,746,119	
C4. Market Value of Assets, 06/30/2019	18,922,750	9,392,896
C5. Final Actuarial Value of Assets, 06/30/2019 (C3 Within 20% Corridor of C4)	18,746,119	9,305,220

D. Rates of Return

D1. Market Value Rate of Return	9.0%
D2. Actuarial Value Rate of Return	7.3%

Development of Health Actuarial Value of Assets - Tiers 3

A. Investment Income

A1. Actual Investment Income	\$ 28,389
A2. Expected Amount for Immediate Recognition	20,853
A3. Amount Subject to Amortization	7,536

B. Amortization Schedule	Year Ended June 30				
	2019	2020	2021	2022	2023
2019 Experience (A3 / 5)	1,507	1,507	1,507	1,507	1,508
2018 Experience	0	0	0	(2)	
2017 Experience	0	0	0		
2016 Experience	0	0			
2015 Experience	0				
Total Amortization	1,507	1,507	1,507	1,505	1,508

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, 06/30/2018	77,354	
C2. Noninvestment Net Cash Flow	448,692	
C3. Preliminary Actuarial Value of Assets, 06/30/2019 (A2 + B + C1 + C2)	548,406	
C4. Market Value of Assets, 06/30/2019	554,433	283,486
C5. Final Actuarial Value of Assets, 06/30/2019 (C3 Within 20% Corridor of C4)	548,406	280,405

D. Rates of Return

D1. Market Value Rate of Return	9.4%
D2. Actuarial Value Rate of Return	7.4%

V. MEMBER STATISTICS

06/30/2019 Valuation Data Summary

	Tiers 1 & 2	Tier 3
Actives		
Number	68	9
Average Current Age	41.3	31.3
Average Age at Employment	28.6	30.4
Average Past Service	12.7	0.9
Average Annual Salary	\$66,631	\$46,103
Actives (Transferred from Another Employer)		
Number	2	0
Average Current Age	42.8	N/A
Average Age at Employment	29.5	N/A
Average Past Service	13.3	N/A
Average Annual Salary	\$51,926	N/A
Retirees		
Number	45	0
Average Current Age	65.0	N/A
Average Annual Benefit	\$41,693	N/A
Drop Retirees		
Number	0	N/A
Average Current Age	N/A	N/A
Average Annual Benefit	N/A	N/A
Beneficiaries		
Number	12	0
Average Current Age	66.5	N/A
Average Annual Benefit	\$34,550	N/A
Disability Retirees		
Number	13	0
Average Current Age	68.2	N/A
Average Annual Benefit	\$38,229	N/A
Inactive / Vested		
Number	30	0
Average Current Age	40.6	N/A
Average Accumulated Contributions	\$7,405	N/A
Total Number	170	9
Former Members (transferred to another employer)	3	0

Counts and Pay Summary by Service - Tiers 1 & 2

Age	Past Service							Total Count	Total Pay	Average Pay
	0-4	5-9	10-14	15-19	20-24	25-29	30+			
15 - 19	0	0	0	0	0	0	0	0	0	0
20 - 24	0	0	0	0	0	0	0	0	0	0
25 - 29	5	4	0	0	0	0	0	9	500,309	55,590
30 - 34	2	2	3	0	0	0	0	7	398,373	56,910
35 - 39	0	2	10	4	0	0	0	16	1,028,354	64,272
40 - 44	1	1	2	7	1	0	0	12	803,780	66,982
45 - 49	2	0	1	7	5	0	0	15	1,072,183	71,479
50 - 54	0	1	2	3	1	1	0	8	600,429	75,054
55 - 59	0	0	1	1	0	0	0	2	140,859	70,430
60 - 64	0	0	0	1	0	0	0	1	90,482	90,482
65+	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
Total	10	10	19	23	7	1	0	70	4,634,769	66,211

Counts and Pay Summary by Service - Tier 3

Age	Past Service							Total Count	Total Pay	Average Pay
	0-4	5-9	10-14	15-19	20-24	25-29	30+			
15 - 19	0	0	0	0	0	0	0	0	0	0
20 - 24	3	0	0	0	0	0	0	3	140,563	46,854
25 - 29	1	0	0	0	0	0	0	1	42,282	42,282
30 - 34	3	0	0	0	0	0	0	3	142,143	47,381
35 - 39	1	0	0	0	0	0	0	1	41,806	41,806
40 - 44	0	0	0	0	0	0	0	0	0	0
45 - 49	1	0	0	0	0	0	0	1	48,137	48,137
50 - 54	0	0	0	0	0	0	0	0	0	0
55 - 59	0	0	0	0	0	0	0	0	0	0
60 - 64	0	0	0	0	0	0	0	0	0	0
65+	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
Total	9	0	0	0	0	0	0	9	414,931	46,103

VI. ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate

This is the assumed earnings rate on System assets, compounded annually, net of investment and administrative expenses.

Tiers 1 & 2:

7.30% per year.

Tier 3:

7.00% per year.

Salary Increases

See table below. This is annual increase for individual member's salary. These rates, which are based on a 2017 experience study using actual plan experience, consist of 3.5% for wage inflation with the remaining portion for merit / seniority increases.

	Maricopa	Pima		Maricopa	Pima	
	County	County	Other	County	County	Other
<u>Age</u>	<u>Police</u>	<u>Police</u>	<u>Police</u>	<u>Fire</u>	<u>Fire</u>	<u>Fire</u>
20	7.50%	7.50%	7.50%	7.50%	7.50%	7.20%
25	7.14%	6.24%	6.60%	7.35%	6.36%	6.60%
30	6.00%	5.16%	5.25%	6.74%	5.48%	5.60%
35	4.77%	4.55%	4.15%	5.56%	4.83%	4.96%
40	3.90%	3.89%	3.60%	4.46%	4.03%	4.44%
45	3.54%	3.56%	3.50%	3.74%	3.60%	3.78%
50+	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%

Inflation

2.50%.

Tier 3 Compensation Limit

\$110,000 for 2019. Assumed increases of 2.00% per year.

Cost-of-Living Adjustment

1.75%.

Mortality Rates

These rates are used to project future decrements from the population due to death.

Active Lives:

PubS-2010 Employee mortality, loaded 110% for males and females, projected with future mortality improvements reflected generationally using 75% of scale MP-2018. 100% of active deaths are assumed to be in the line of duty.

Inactive Lives

PubS-2010 Healthy Retiree mortality, loaded 110% for males and females, projected with future mortality improvements reflected generationally using 75% of scale MP-2018.

Beneficiaries:

PubS-2010 Survivor mortality, projected with future mortality improvements reflected generationally using 75% of scale MP-2018.

Disabled Lives:

PubS-2010 Disabled mortality, projected with future mortality improvements reflected generationally using 75% of scale MP-2018.

The mortality assumptions sufficiently accommodate anticipated future mortality improvements.

Retirement / DROP Rates

These rates are used to project future decrements from the active population due to retirement. The rates below are based on a 2017 experience study using actual plan experience.

Tier 1 – reaching age 62 before attaining 20 years of service:

Age-related rates based on age at retirement: 60% assumed at age 62, 50% assumed at ages 63 – 69, and 100% assumed at age 70. Rates are the same for all employers.

Tier 1 – reaching age 62 after attaining 20 years of service:

Service-related rates based on service at retirement:

	Maricopa	Pima		Maricopa	Pima	
	County	County		County	County	Other
<u>Service</u>	<u>Police</u>	<u>Police</u>	<u>Police</u>	<u>Fire</u>	<u>Fire</u>	<u>Fire</u>
20	27%	24%	35%	14%	18%	23%
21	18%	19%	30%	14%	18%	18%
22	14%	14%	23%	7%	11%	11%
23	10%	10%	10%	7%	7%	8%
24	8%	7%	10%	7%	7%	5%
25	38%	32%	36%	22%	22%	30%
26	36%	32%	30%	26%	26%	30%
27	29%	22%	30%	19%	19%	30%
28	29%	22%	30%	32%	25%	25%
29	29%	22%	30%	30%	25%	16%
30	34%	35%	30%	30%	30%	32%
31	34%	35%	30%	30%	30%	35%
32	65%	65%	70%	55%	55%	60%
33	65%	65%	70%	55%	55%	60%
34+	100%	100%	100%	100%	100%	100%

60% are assumed to enter the DROP program while the remaining 40% are assumed to retire and commence benefits immediately.

Tiers 2 & 3:

Age-related rates based on age at retirement:

	Maricopa	Pima		Maricopa	Pima	
	County	County	Other	County	County	Other
Age	Police	Police	Police	Fire	Fire	Fire
53	38%	32%	36%	22%	22%	30%
54	36%	32%	30%	26%	26%	30%
55	29%	22%	30%	19%	19%	30%
56	29%	22%	30%	32%	25%	25%
57	29%	22%	30%	30%	25%	16%
58	34%	35%	30%	30%	30%	32%
59	34%	35%	30%	30%	30%	35%
60-63	65%	65%	70%	55%	55%	60%
64+	100%	100%	100%	100%	100%	100%

Termination Rate

These rates are used to project future decrements from the active population due to termination. Service-related rates based on service at termination are shown below. The rates below apply to members prior to retirement eligibility and are based on a 2017 experience study using actual plan experience.

	Maricopa	Pima		Maricopa	Pima	
	County	County	Other	County	County	Other
Service	Police	Police	Police	Fire	Fire	Fire
1	14.00%	16.00%	16.00%	7.00%	10.00%	9.50%
2	8.50%	9.00%	12.50%	4.50%	5.00%	9.00%
3	6.50%	7.50%	11.50%	3.70%	5.00%	7.50%
4	4.50%	6.00%	9.00%	3.00%	4.00%	7.50%
5	3.60%	6.00%	8.00%	2.50%	4.00%	6.50%
6	3.30%	4.50%	8.00%	1.70%	3.50%	4.50%
7	3.30%	4.50%	7.00%	1.70%	3.00%	4.00%
8	3.30%	3.20%	7.00%	1.70%	2.40%	3.50%
9	2.70%	3.20%	6.50%	1.70%	2.40%	3.50%
10	2.70%	3.20%	6.00%	1.50%	2.40%	3.00%
11	2.70%	3.20%	5.00%	1.10%	2.40%	2.70%
12	1.80%	1.40%	4.00%	0.70%	1.00%	2.00%
13	1.30%	1.40%	3.50%	0.70%	1.00%	2.00%
14	1.30%	1.40%	3.00%	0.70%	1.00%	1.70%
15	1.30%	1.00%	3.00%	0.60%	1.00%	1.20%
16	0.70%	1.00%	2.00%	0.50%	1.00%	1.20%
17	0.70%	1.00%	1.75%	0.50%	0.50%	1.20%
18	0.70%	1.00%	1.75%	0.40%	0.50%	1.20%
19	0.50%	1.00%	1.75%	0.40%	0.50%	1.20%
20+	0.50%	1.00%	1.75%	0.40%	0.50%	0.50%

Disability Rate

These rates are used to project future decrements from the active population due to disability. Sample age-related rates based on age at disability are provided below. These rates are based on a 2017 experience study using actual plan experience. 100% of disablements are assumed to be duty-related.

	Maricopa County	Pima County	Other	Maricopa County	Pima County	Other
<u>Age</u>	<u>Police</u>	<u>Police</u>	<u>Police</u>	<u>Fire</u>	<u>Fire</u>	<u>Fire</u>
20	0.08%	0.08%	0.10%	0.03%	0.03%	0.03%
25	0.08%	0.08%	0.10%	0.03%	0.03%	0.03%
30	0.17%	0.16%	0.20%	0.04%	0.03%	0.03%
35	0.22%	0.21%	0.26%	0.09%	0.07%	0.08%
40	0.36%	0.35%	0.44%	0.17%	0.16%	0.17%
45	0.51%	0.49%	0.62%	0.17%	0.43%	0.48%
50	0.78%	0.75%	0.95%	0.43%	0.59%	0.65%
55	1.02%	0.98%	1.23%	1.00%	1.01%	1.13%

Marital Status

For active members, 85% of males and 60% of females are assumed to be married. Actual marital status is used, where applicable, for inactive members.

Spouse's Age

Males are assumed to be three years older than females.

Health Care Utilization

For active members, 70% of retirees are expected to utilize retiree health care. Actual utilization is used for inactive members.

Funding Method

Entry Age Normal Cost Method.

Actuarial Asset Method

Method described below. Note that during periods when investment performance exceeds (falls short) of the assumed rate, the actuarial value of assets will tend to be less (greater) than the market value of assets.

Tiers 1 & 2:

Each year the assumed investment income is recognized in full while the difference between actual and assumed investment income are smoothed over a 7-year period subject to a 20% corridor around the market value.

Tier 3:

Each year the assumed investment income is recognized in full while the difference between actual and assumed investment income are smoothed over a 5-year period subject to a 20% corridor around the market value.

Funding Policy Amortization Method

Tiers 1 & 2:

Any positive UAAL (assets less than liabilities) is amortized according to a Level Percentage of Payroll method over a closed period of 17 years. Any negative UAAL (assets greater than liabilities) is amortized according to a Level Dollar method over an open period of 20 years.

Tier 3:

Any positive UAAL (assets less than liabilities) is amortized according to a Level Dollar method over a closed period of 10 years. No amortization is made of any negative UAAL (assets greater than liabilities).

Payroll Growth

3.50% per year. This is annual increase for total employer payroll.

Stabilization Reserve

Beginning with the June 30, 2007 valuation and with each subsequent valuation, if the actuarial value of assets exceeds the actuarial accrued liability, one half of this excess in each year is allocated to a Stabilization Reserve. This Reserve is excluded from the calculation of the employer contribution rates. The Reserve accumulates as long as the plan is overfunded. Once the plan becomes underfunded, the Stabilization Reserve will be used to dampen increases in the employer contribution rates.

Changes to Actuarial Assumptions and Methods Since the Prior Valuation

- The interest rate (assumed earnings rate) for Tiers 1 & 2 was lowered from 7.40% to 7.30%.
- The mortality rates were updated to reflect the PubS-2010 tables; previously, rates were based on the RP-2014 tables.

VII. DISCUSSION OF RISK

ASOP No. 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions, states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect the plan's future financial condition.

Throughout this report, actuarial results are determined under various assumption scenarios. These results are based on the premise that all future plan experience will align with the plan's actuarial assumptions; however, there is no guarantee that actual plan experience will align with the plan's assumptions. Whenever possible, the recommended assumptions in this report reflect conservatism to allow for some margin of unfavorable future plan experience. However, it is still possible that actual plan experience will differ from anticipated experience in an unfavorable manner that will negatively impact the plan's funded position.

Below are examples of ways in which plan experience can deviate from assumptions and the potential impact of that deviation. Typically, this results in an actuarial gain or loss representing the current-year financial impact on the plan's unfunded liability of the experience differing from assumptions; this gain or loss is amortized over a period of time determined by the plan's amortization method. When assumptions are selected that adequately reflect plan experience, gains and losses typically offset one another in the long term, resulting in a relatively low impact on the plan's contribution requirements associated with plan experience. When assumptions are too optimistic, losses can accumulate over time and the plan's amortization payment could potentially grow to an unmanageable level.

- Investment Return: When the rate of return on the Actuarial Value of Assets falls short of the assumption, this produces a loss representing assumed investment earnings that were not realized. Further, it is unlikely that the plan will experience a scenario that matches the assumed return in each year as capital markets can be volatile from year to year. Therefore, contribution amounts can vary in the future.
- Salary Increases: When a plan participant experiences a salary increase that was greater than assumed, this produces a loss representing the cost of an increase in anticipated plan benefits for the participant as compared to the previous year. The total gain or loss associated with salary increases for the plan is the sum of salary gains and losses for all active participants.
- Payroll Growth: The plan's payroll growth assumption, if one is used, causes a predictable annual increase in the plan's amortization payment in order to produce an amortization payment that remains constant as a percentage of payroll if all assumptions are realized. If payroll does not increase according to the plan's payroll growth assumption, the plan's amortization payment can increase significantly as a percentage of payroll even if all assumptions other than the payroll growth assumption are realized.
- Demographic Assumptions: Actuarial results take into account various potential events that could happen to a plan participant, such as retirement, termination, disability, and death. Each of these potential events is assigned a liability based on the likelihood of the event and the financial consequence of the event for the plan. Accordingly, actuarial liabilities reflect a blend of financial consequences associated with various possible outcomes (such as retirement at one of various possible ages). Once the outcome is known (e.g. the participant retires) the liability is adjusted to reflect the known outcome. This adjustment

produces a gain or loss depending on whether the outcome was more or less favorable than other outcomes that could have occurred.

- **Contribution risk:** This risk results from the potential that actual employer contributions may deviate from actuarially determined contributions, which are determined in accordance with the Board's funding policy. The funding policy is intended to result in contribution requirements that if paid when due, will result in a reasonable expectation that assets will accumulate to be sufficient to pay plan benefits when due. Contribution deficits, particularly large deficits and those that occur repeatedly, increase future contribution requirements and put the plan at risk for not being able to pay plan benefits when due.

Impact of Plan Maturity on Risk

For newer pension plans, most of the participants and associated liabilities are related to active members who have not yet reached retirement age. As pension plans continue in operation and active members reach retirement ages, liabilities begin to shift from being primarily related to active members to being shared amongst active and retired members. Plan maturity is a measure of the extent to which this shift has occurred. It is important to understand that plan maturity can have an impact on risk tolerance and the overall risk characteristics of the plan. For example, plans with a large amount of retired liability do not have as long of a time horizon to recover from losses (such as losses on investments due to lower than expected investment returns) as plans where the majority of the liability is attributable to active members. For this reason, less tolerance for investment risk may be warranted for highly mature plans with a substantial inactive liability. Similarly, mature plans paying substantial retirement benefits resulting in a small positive or net negative cash flow can be more sensitive to near term investment volatility, particularly if the size of the fund is shrinking, which can result in less assets being available for investment in the market.

To assist with determining the maturity of the plan, we have provided some relevant metrics in the table following titled "Plan Maturity Measures and Other Risk Metrics." For a better understanding of the overall Plan and the impact of these risks, please refer to the consolidated PSPRS valuation report.

Plan Maturity Measures and Other Risk Metrics

	Tiers 1 & 2		Tier 3	
	06/30/2018	06/30/2019	06/30/2018	06/30/2019
Support Ratio				
Total Actives	73	70	5	9
Total Inactives	102	100	0	0
Actives / Inactives	71.6%	70.0%	N/A	N/A
Asset Volatility Ratio				
Market Value of Assets (MVA)		19,177,111		9,392,896
Total Annual Payroll		4,634,769		414,931
MVA / Total Annual Payroll		413.8%		2,263.7%
Accrued Liability (AL) Ratio				
Inactive Accrued Liability	34,769,894	35,620,170		203,244
Total Accrued Liability	51,998,563	55,208,407		7,956,725
Inactive AL / Total AL	66.9%	64.5%		2.6%
Funded Ratio				
Actuarial Value of Assets (AVA)	18,426,928	19,835,210	1,635,349	9,305,220
Total Accrued Liability	51,998,563	55,208,407	1,831,715	7,956,725
AVA / Total Accrued Liability	35.4%	35.9%	89.3%	116.9%
Net Cash Flow Ratio				
Net Cash Flow *		157,931		53,632
Market Value of Assets (MVA)		19,177,111		9,392,896
Net Cash Flow / MVA		0.8%		0.6%

* Determined as total contributions minus benefit payments. Administrative expenses are typically included but are considered part of the net interest rate assumption for this plan.

VIII. SUMMARY OF CURRENT PLAN

The following is a summary of the benefit provisions provided in Title 38, Chapter 5, Article 4 of the Arizona Revised Statutes.

Membership

Full-time employees of an eligible group, prior to attaining age 65, who are engaged to work for more than six months in a calendar year.

Benefit Tiers

Benefits differ for members based on their hire date:

<u>Tier</u>	<u>Hire Date</u>
1	Hired before January 1, 2012
2	Hired on or after January 1, 2012 but before July 1, 2017
3	Hired on or after July 1, 2017

Compensation

Compensation is the amount including base salary, overtime pay, shift and military differential pay, compensatory time used in lieu of overtime pay, and holiday pay, paid to an employee on a regular payroll basis and longevity pay paid at least every six months for which contributions are made to the System. For Tier 3 members, compensation is limited by statutory cap (\$110,000 with adjustments by the Board).

Average Monthly Benefit Compensation

Tier 1:

The highest compensation paid to member during three consecutive years out of the last 20 years of Credited Service, divided by months.

Tier 2:

The highest compensation paid to member during five consecutive years out of the last 20 years of Credited Service, divided by months.

Tier 3:

The highest compensation paid to member during five consecutive years out of the last 15 years of Credited Service, divided by months.

Credited Service

Total periods of service, both before and after the member's date of participation, for which the member made contributions to the fund.

Normal Retirement Date

Tier 1:

First day of month following attainment of 1) 20 years of service or 2) 62nd birthday and completion of 15 years of service.

Tier 2:

First day of month following the attainment of age 52.5 and completion of 15 years of service.

Tier 3:

First day of month following the attainment of age 55 and completion of 15 years of service.

Benefit

Tier 1:

50% of Average Monthly Benefit Compensation, adjusted based on Credited Service as follows (maximum benefit of 80% of Average Monthly Benefit Compensation):

<u>Credited Service</u>	<u>Benefit Adjustment</u>
15 years, but less than 20	Reduced 4% per year less than 20
20 years, but less than 25	Plus 2% per year between 20 and 25
25+ years	Plus 2.5% per year above 20

Tier 2:

Benefit multiplier (below) times Average Monthly Benefit Compensation times Credited Service (maximum benefit of 80% of Average Monthly Benefit Compensation):

<u>Credited Service</u>	<u>Benefit Multiplier</u>
15 years, but less than 17	1.50%
17 years, but less than 19	1.75%
19 years, but less than 22	2.00%
22 years, but less than 25	2.25%
25+ years	2.50%

Tier 3:

Benefit multiplier (below) times Average Monthly Benefit Compensation times Credited Service (maximum benefit of 80% of Average Monthly Benefit Compensation):

<u>Credited Service</u>	<u>Benefit Multiplier</u>
15 years, but less than 17	1.50%
17 years, but less than 19	1.75%
19 years, but less than 22	2.00%
22 years, but less than 25	2.25%
25+ years	2.50%

Form of Benefit

For married retirees, an annuity payable for the life of the member with 80% continuing to the eligible spouse upon death. For unmarried retirees, the normal form is a single life annuity.

Early Retirement

Date

Only applicable to Tier 3 members:

Attainment of age 52.5 and 15 years of Credited Service.

Benefit

Actuarial equivalent of Normal Retirement benefit.

Disability Benefit – Accidental (duty-related)

Eligibility

Total and permanent disability incurred in performance of duty.

Benefit Amount

A maximum of:

- a.) 50% of Average Monthly Benefit Compensation, and;
- b.) The monthly Normal Retirement pension that the member is entitled to receive if he or she retired immediately.

Disability Benefit – Ordinary (not duty-related)

Eligibility

Total and permanent disability not incurred in performance of duty.

Benefit Amount

Normal Retirement pension that the member is entitled to receive prorated on Credited Service (maximum 20 years) over 20.

Disability Benefit – Other

Temporary

Benefit equals 1/12 of 50% of compensation during year preceding date of disability. Payments terminate after 12 months.

Catastrophic

Benefit equals 90% of Average Monthly Benefit Compensation. After 60 months member receives greater of 62.5% Average Monthly Benefit Compensation and accrued normal pension.

Pre-Retirement Death Benefit

Service Incurred

100% of Average Monthly Benefit Compensation, reduced by child's pension.

Non-Service Incurred

80% of benefit based on calculation for accidental disability retirement.

Child's Pension

10% of pension for each child (maximum 20% paid) based on calculation for accidental disability retirement. Payable to dependent child under age 18 (23, if full-time student).

Guardian's Pension

Same as spouse's pension. Payable (along with child's pension) when no spouse is being paid and there is at least one child under 18 (23, if full-time student).

Vesting (Termination)

Vesting Service Requirement

Tier 1:

10 years of Credited Service.

Tiers 2 & 3:

15 years of Credited Service.

Non-Vested Benefit

Tier 1:

Lump sum payment of accumulated contributions, plus additional amount based on years of Credited Service.

<u>Service</u>	<u>Additional % of Contributions</u>
Less than 5 years	0%
5 years	25%
6 years	40%
7 years	55%
8 years	70%
9 years	85%
10+ years	100%

Tiers 2 & 3:

Lump sum payment of accumulated contributions, with interest at rate determined by the Board.

Vested Benefit

Tier 1:

Deferred retirement annuity based on two times member's accumulated contributions, deferred to age 62. Member is not entitled to survivor benefits, benefit increases, or group health insurance subsidy.

Tiers 2 & 3:

Calculated same as normal retirement pension. Payable if contributions left in fund until reach age requirement. Member is entitled to survivor benefits, benefit increases, and group health insurance subsidy.

Cost-of-Living Adjustment

Payable to retired member or survivor of retired member

Tiers 1 & 2:

Compound cost-of-living adjustment on base benefit. First payment is made on July 1, 2018, with annual adjustments effective every July 1 thereafter.

Cost-of-living adjustment will be based on the average annual percentage change in the Metropolitan Phoenix-Mesa Consumer Price Index published by the United States Department of Labor, Bureau of Statistics. Maximum increase of 2%.

Tier 3:

Compound cost-of-living adjustment on base benefit beginning earlier of first calendar year after the 7th anniversary of retirement or when the retired member reaches 60 years of age.

A cost-of-living adjustment shall be paid on July 1 each year that the funded ratio for members hired on or after July 1, 2017 is 70% or more.

The cost-of-living adjustment will be based on the average annual percentage change in the Metropolitan Phoenix-Mesa Consumer Price Index published by the United States Department of Labor, Bureau of Statistics. The cost-of-living adjustment will not exceed:

- 2%, if funded ratio for members who are hired on or after July 1, 2017 is 90% or more;
- 1.5%, if funded ratio for members who are hired on or after July 1, 2017 is 80-90%;
- 1%, if funded ratio for members who are hired on or after July 1, 2017 is 70-80%.

Deferred Retirement Option Plan (DROP):

Eligibility	Tier 1 and 20 years of Credited Service.	
DROP Period	Maximum 60 months.	
Member Contributions	Cease upon DROP entry.	
Benefit Amount	Calculated based on Credited Service and average monthly compensation as of the beginning of the DROP period, credited to DROP participation account for DROP period.	
Interest on DROP Participation Account	<u>Beginning Year</u>	<u>Interest Rate</u>
	July 1, 2015	7.50%
	July 1, 2016	7.40%
	July 1, 2017	7.40%
	July 1, 2018	7.30%
	July 1, 2019	7.30%
Payment of DROP Participation Account	Payable as lump sum distribution to Public Safety Personnel Defined Contribution Retirement Plan at end of DROP period or at termination.	
Payment Monthly Benefit	System commences payment of benefit amount at the earlier of 1) the end of the DROP period and 2) at termination.	

Post-Retirement Health Insurance Subsidy

Eligibility Retired member or survivor who elect health coverage provided by the state or participating employer.

Maximum Subsidy Amounts (monthly)		<u>Member Only</u>	<u>With Dependents</u>
	Medicare Eligible	\$100	\$170
	One w/ Medicare	N/A	\$215
	Not Medicare Eligible	\$150	\$260

Employee Contributions

Members hired before July 20, 2011:
 7.65%

Members hired on/after July 20, 2011, but before July 1, 2017:
 11.65%. Amounts in excess of 7.65% are not used to reduce the employer contribution ("maintenance of effort").

Tier 3:

50% of total contribution, which is Normal Cost plus a level-dollar amortization of unfunded actuarial accrued liability over a closed period not to exceed 10 years.

Employer Contributions

Tiers 1 & 2:

Normal Cost plus amortization of unfunded actuarial accrued liability over a closed period not to exceed 20 years (subject to one-time election to extend to closed period not to exceed 30 years). Contribution will never be less than 8% of payroll.

Tier 3:

50% of total contribution, which is Normal Cost plus a level-dollar amortization of unfunded actuarial accrued liability over a closed period not to exceed 10 years.

Changes to Benefit Provisions Since the Prior Valuation

- DROP members with less than 20 years of credited service on January 1, 2012 are now given interest at the assumed earnings rate instead of the 7-year smoothed rate of return.

IX. ACTUARIAL FUNDING POLICY

The purpose of this Actuarial Funding Policy is to record the funding objectives and policy set by the Board for the Arizona Public Safety Personnel Retirement System (PSPRS). The Board establishes this Funding Policy to help ensure the systematic funding of future benefit payments for members of the Retirement System.

This funding policy was reviewed by the Board annually for several years following initial adoption until the 2017 experience study. Subsequently, it shall be reviewed every five years in conjunction with the experience study, although some adjustments may be warranted sooner to properly reflect the new Tier 3 benefits.

Funding Objectives

1. Maintain adequate assets so that current plan assets plus future contributions and investment earnings are sufficient to fund all benefits expected to be paid to members and their beneficiaries.
2. Maintain stability of employer contribution rates, consistent with other funding objectives.
3. Maintain public policy goals of accountability and transparency. Each policy element is clear in intent and effect, and each should allow an assessment of whether, how and when the funding requirements of the plan will be met.
4. Promote intergenerational equity. Each generation of members and employers should incur the cost of benefits for the employees who provides services to them, rather than deferring those costs to future members and employers.
5. Provide a reasonable margin for adverse experience to help offset risks.
6. Continue progress of systematic reduction of the Unfunded Actuarial Accrued Liability (UAAL).

Elements of Actuarial Funding Policy

1. Actuarial Cost Method

- a. The Entry Age Normal level percent of pay actuarial cost method of valuation shall be used in determining the Actuarial Accrued Liability (AAL) and Normal Cost. Differences in the past between assumed experience and actual experience ("actuarial gains and losses") shall become part of the AAL. The Normal Cost shall be determined on an individual basis for each active member.

2. Asset Smoothing Method

- a. The investment gains or losses of each valuation period, resulting from the difference between the actual investment return and assumed investment return, shall be recognized annually in level amounts over seven years in calculating the Actuarial Value of Assets.
- b. The Actuarial Value of Assets so determine shall be subject to a 20% corridor relative to the Market Value of Assets.

3. Amortization Method

- a. The Actuarial Value of Assets are subtracted from the computed AAL. Any unfunded amount is amortized as a level percent of payroll over a closed period. If the Actuarial Value of Assets exceeds

the AAL, the excess is amortized over an open period of 20 years and applied as a credit to reduce the Normal Cost otherwise payable.

4. Funding Target

- a. The targeted funded ratio shall be 100%.
- b. The maximum amortization period shall be 30 years.
- c. If the funding ratio is between 100% and 120%, a minimum contribution equal to the Normal Cost will be made.

5. Risk Management

- a. Assumption Changes
 - i. The actuarial assumptions used shall be those last adopted by the PSPRS Board based on the most recent experience study and upon the advice and recommendation of the actuary. In accordance with best practices, the actuary shall conduct an experience study every five years. The results of the study shall be the basis for the actuarial assumption changes recommended to the PSPRS Board.
 - ii. The actuarial assumptions can be updated during the five-year period if significant plan design changes or other significant events occur, as advised by the actuary.
- b. Amortization Method
 - i. The amortization method, Level Percent Closed, will ensure full payment of the UAAL over a finite, systematically decreasing period not to exceed 30 years. The amortization period will be reviewed once the period reaches 15 years.
- c. Risk Measures
 - i. The following risk measures will be annually determined to provide quantifiable measurements of risk and their movement over time.
 1. Classic measures currently determined
 - Funded ratio (assets / liability)
 2. UAAL / Total Payroll
 - Measures the risk associated with contribution decreases relative impact on the ability to fund the UAAL. An increase in this measure indicates an increase in contribution risk.
 3. Total Liability / Total Payroll
 - Measures the risk associated with the ability to respond to liability experience through adjustments in contributions. An increase in this measure indicates an increase in experience risk.

X. GLOSSARY

Actuarial Accrued Liability – Computed differently under different funding methods, the actuarial accrued liability generally represents the portion of the actuarial present value of benefits attributable to service credit earned (or accrued) as of the valuation date.

Actuarial Present Value of Benefits – Amount which, together with future interest, is expected to be sufficient to pay all benefits to be paid in the future, regardless of when earned, as determined by the application of a particular set of actuarial assumptions; equivalent to the actuarial accrued liability plus the present value of future normal costs attributable to the members.

Actuarial Assumptions – Assumptions as to the occurrence of future events affecting pension costs. These assumptions include rates of investment earnings, changes in salary, rates of mortality, withdrawal, disablement, and retirement as well as statistics related to marriage and family composition.

Actuarial Cost Method – A method of determining the portion of the cost of a pension plan to be allocated to each year; sometimes referred to as the "actuarial funding method." Each cost method allocates a certain portion of the actuarial present value of benefits between the actuarial accrued liability and future normal costs.

Actuarial Equivalence – Series of payments with equal actuarial present values on a given date when valued using the same set of actuarial assumptions.

Actuarial Present Value - The amount of funds required as of a specified date to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest, and by probabilities of payments between the specified date and the expected date of payment.

Actuarial Value of Assets – The value of cash, investments, and other property belonging to the pension plan as used by the actuary for the purpose of the actuarial valuation. This may correspond to market value of assets, or some modification using an asset valuation method to reduce the volatility of asset values.

Asset Gain (Loss) – That portion of the actuarial gain attributable to investment performance above (below) the expected rate of return in the actuarial assumptions.

Amortization – Paying off an interest-discounted amount with periodic payments of interest and (generally) principal, as opposed to paying off with a lump sum payment.

Amortization Payment – That portion of the pension plan contribution designated to pay interest and reduce the outstanding principal balance of unfunded actuarial accrued liability. If the amortization payment is less than the accrued interest on the unfunded actuarial accrued liability the outstanding principal balance will increase.

Assumed Earnings Rate – The interest rate used in developing present values to reflect the time value of money.

Decrement – Events which result in the termination of membership in the system such as retirement, disability, withdrawal, or death.

Entry Age Normal (EAN) Funding Method – A standard actuarial funding method whereby each member's normal costs (service costs) are generally level as a percentage of pay from entry age until retirement. The annual cost of benefits is comprised of the normal cost plus an amortization payment to reduce the UAL.

Experience Gain (Loss) – The difference between actual unfunded actuarial accrued liabilities and anticipated unfunded actuarial accrued liabilities during the period between two valuation dates. It is a measurement of the difference between actual and expected experience, and may be related to investment earnings above (or below) those expected or changes in the liability due to fewer (or greater) than expected numbers of retirements, deaths, disabilities, or withdrawals, or variances in pay increases relative to assumed pay increases. The effect of such gains (or losses) is to decrease (or increase) future costs.

Funded Ratio – A measure of the ratio of the actuarial value of assets to liabilities of the system. Typically, the assets used in the measure are the actuarial value of assets as determined by the asset valuation method. The funded ratio depends not only on the financial strength of the plan but also on the asset valuation method used to determine the assets and on the funding method used to determine the liabilities.

Market Value of Assets (MVA) – The value of assets as they would trade on an open market.

Normal Cost – Computed differently under different funding methods, generally that portion of the actuarial present value of benefits allocated to the current plan year.

Unfunded Actuarial Accrued Liability (UAAL) – The excess of the actuarial accrued liability over the valuation assets; sometimes referred to as "unfunded past service liability". UAL increases each time an actuarial loss occurs and when new benefits are added without being fully funded initially and decreases when actuarial gains occur.

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

Closure of the Arizona Air Support, LLC., 2019/2020 Helicopter Management Project

Submitted By: Tom Alinen, County Sheriff

Department: County Sheriff

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

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

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 payment for April 2020 operating expenses and final closure of the Cochise County Sheriff's Office Arizona Air Support, LLC 2019-2020 Helicopter Management Project.

Background:

In March 2019, Cochise County Sheriff's Office (CCSO) and Commander Farris were informed it would be the last year the HGB Foundation would be funding the CCSO helicopter program. In June 2019, Commander Farris and Mr. Buffett came to a handshake agreement that HGB Foundation would indeed support the helicopter program for the following year April 1, 2020, through March 31, 2021.

Based on the gentlemen's agreement, Arizona Air Support secured the pilots and pilot living quarters for April 2020, with the anticipation of a contract renewal. The April expenditures to Arizona Air Support amounted to \$8,870.00. Shortly thereafter, due to the coronavirus and unsettling world markets, the HGB Foundation made a decision not to fund the CCSO helicopter program for the coming year, but looked at a downsized helicopter program in the future.

CCSO has a small donation account that was funded by HGB Foundation for helicopter and/or handgun repair parts. CCSO is requesting to use \$8,879.00 of these funds to close out the helicopter program with Arizona Air Support.

Department's Next Steps (if approved):

If approved, Rea Anne Servia and/or Carol Schneider will process through the Finance Department purchase order 2020-00000856 for \$8,879.00 to Arizona Air Support, LLC.

Impact of NOT Approving/Alternatives:

There would be an impact on Arizona Air Support for funding unnecessary services that were not utilized by CCSO.

To BOS Staff: Document Disposition/Follow-Up:

Please notify Rea Anne Servia or Carol Schneider if purchase order 2020-00000856 can be processed for payment.

Attachments

Closure

Ship To

Cochise County Sheriff Office
205 North Judd Drive
BISBEE, AZ 85603

Bill To

Cochise County Sheriff Office
205 North Judd Drive
BISBEE, AZ 85603

Purchase Order
No. 2020-00000856

DATE 05/19/2020

Reprint Purchase Order**VENDOR** 29911 - Arizona Air Support LLC

Vendor

Arizona Air Support LLC
PO Box 1532
Cave Creek, AZ 85322



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
BUYER: Nicole Diaz

REFERENCE # Please see supporting documents and notes

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST												
1.0000	Each	Miscellaneous Oper Lease 211-3000-3400 428.900 - Miscellaneous Oper Lease 8,879.00	Open	8,879.0000	\$8,879.00												
<table><tr><td>Total Cost</td><td>\$8,879.00</td></tr><tr><td>Amount Voided</td><td>\$0.00</td></tr><tr><td>Amount Expensed</td><td>\$0.00</td></tr><tr><td>Amount Encumbered</td><td>\$8,879.00</td></tr><tr><td>Amount Discounted</td><td>\$0.00</td></tr><tr><td>Amount Remaining</td><td>\$8,879.00</td></tr></table>						Total Cost	\$8,879.00	Amount Voided	\$0.00	Amount Expensed	\$0.00	Amount Encumbered	\$8,879.00	Amount Discounted	\$0.00	Amount Remaining	\$8,879.00
Total Cost	\$8,879.00																
Amount Voided	\$0.00																
Amount Expensed	\$0.00																
Amount Encumbered	\$8,879.00																
Amount Discounted	\$0.00																
Amount Remaining	\$8,879.00																
TOTAL DUE					\$8,879.00												

PURCHASING AUTHORIZED REPRESENTATIVE

520-432-8390

Special Instructions

1. Direct inquiries pertaining to this order to the purchasing authorized representative.
2. Cochise County is subject to Arizona State and Local sales tax. Invoices should reflect the appropriate tax.
3. Effective July 1, 1979, all county and municipal governments are to be registered to report and pay the Arizona Use Tax, at the rate of 5.6%, directly to the Arizona Department of revenues on purchases of tangible property from out-of-state vendors. Do not add such tax on any billing or invoice.

4. Purchases made by Cochise County are exempt from Federal excise taxes.
5. Reference the Purchase Order number on all invoices.
6. For Terms and Conditions - See www.cochise.az.gov/departments/procurement.

Reg 2020-942

Arizona Air Support, LLC

7305 East Greenway Road
Scottsdale, AZ 85260 US
+1 4807893425
vclifton@arizonaairsupport.com



INVOICE

BILL TO
Rea Anne Servia
Cochise County Sheriff's Office
205 N Judd Dr
Bisbee, AZ 85603

INVOICE 1009
DATE 04/13/2020
TERMS Net 15
DUE DATE 04/28/2020

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Pilot Pay	2 week Pilot Payroll	1	6,054.00	6,054.00
Pilot Benefits	April Pilot Benefits	1	1,540.00	1,540.00
Apartment and Utilities	April Apartment and Utility Expenses	1	1,285.00	1,285.00

BALANCE DUE \$8,879.00

211 3000.3400428.900

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

Police Academy IGA FY 20/21

Submitted By: Curtis Wilkins, County Sheriff

Department: County Sheriff

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 4

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) among Cochise College, Sierra Vista Police Department, and the Cochise County Sheriff's Office to continue operating the Southeastern Arizona Law Enforcement Training Academy (SEALETA), effective July 27, 2020 through May 6, 2021.

Background:

Cochise College, the Sierra Vista Police Department and the Cochise County Sheriff's Office have been operating the Southeastern Arizona Law Enforcement training Academy (SEALETA) since January 2019. This IGA will ensure we are able to continue to operate the academy for FY 20/21 with the intention of conducting two academy classes.

Department's Next Steps (if approved):

If approved, the three entities will move forward with the two upcoming academy classes to train recruits to be Arizona certified law enforcement officers.

Impact of NOT Approving/Alternatives:

It will be detrimental to local law enforcement agencies regarding the hiring and training of potential officers. It would also force local agencies to seek outside training academies for their officers at a greater cost to the respective agency.

To BOS Staff: Document Disposition/Follow-Up:

Record IGA and return one fully executed to Lt. Wilkins; one to the City of Sierra Vista; one to Cochise College; and keep one for the Clerk's office for scanning purposes.

Attachments

AcademyIGA_2020-2021

INTERGOVERNMENTAL AGREEMENT

BETWEEN

COCHISE COUNTY SHERIFF'S OFFICE

AND

SIERRA VISTA POLICE DEPARTMENT

AND

COCHISE COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement is made by and between the Cochise County Sheriff's Office, through the Cochise County Board of Supervisors, hereinafter referred to as COUNTY, the City of Sierra Vista Police Department, hereinafter referred to as CITY, and Cochise County Community College District, hereinafter referred to as COLLEGE, each a Party and collectively, the Parties.

Recitals

Whereas, the County Sheriff and the City's Police Department desire to have a locally available, cost effective academy for training new law enforcement recruits so that they may become AZPOST certified; and

Whereas, the College desires to offer educational opportunities for County citizens and others to train them for gainful employment, and to that end desires to collaborate with the Sheriff and the City to establish such an academy.

Agreement

The purpose of this Agreement is to establish the southeastern Arizona law enforcement academy (the "Academy") through partnerships among COUNTY, CITY, and COLLEGE to provide a program for recruits referred to the program by the City Police Department, the County Sheriff, or any other Arizona law enforcement agency or self-sponsored, qualified individuals to obtain necessary training to be successful AZPOST certified law enforcement officers.

1. COUNTY shall provide access to its firing range, defensive tactics room, and related equipment at the Sheriff's facility in Bisbee. The County will provide general liability coverage for the use of these facilities; provided, however, that the College will provide instructional liability coverage and cause its insurance carrier to name the County as an additional insured on its policy and will indemnify the County for any liability arising in connection with instruction at any County facility.

2. COUNTY shall assign one qualified law enforcement officer to serve as the academy sergeant, ensuring delivery of AZPOST approved curriculum. COLLEGE shall reimburse the COUNTY for **overtime associated with the Academy up to \$12,000 per four-month academy**. COLLEGE shall provide the assigned sergeant a meal ticket for use during the academy.
3. The parties anticipate offering two academies in FY 2020-21. The first academy will begin on July 27, 2020, and end on November 19, 2020. The second academy will begin on January 11, 2021, and end on May 6, 2021.
4. CITY shall provide access to its Defensive Tactics room in Sierra Vista and related equipment.
5. CITY shall provide one recruit training officer (RTO) to serve as a participant counselor who, among other things, will serve as a liaison with AZPOST and oversee and mentor recruits. COLLEGE shall reimburse the CITY for **overtime associated with the Academy up to \$10,000 per four-month academy**. COLLEGE shall provide the assigned RTO a meal ticket for use during the academy.
6. COLLEGE shall provide facilities for the instruction and training of participants on the COLLEGE Douglas Campus located at 4190 W Highway 80, Douglas, AZ 85607, including one office, one classroom, access to an equipped fitness center, and an outdoor physical training course.
7. COLLEGE shall provide or arrange for instructors to teach AZPOST approved curriculum for the program.
8. COLLEGE shall provide access to housing for up to 16 participants at no charge with the purchase of a meal plan for the duration of the program at a rate of \$1,828.
9. The COUNTY will assist the COLLEGE in securing a suitable location for the driving skills development portion of the curriculum. Any vehicles used for this purpose will be owned or leased by the College.
10. Any law enforcement agency that participates shall pay a rate of \$3,250 per participant to the COLLEGE. This fee shall be paid within 30 days of the program start date. The COLLEGE shall waive this fee for up to three COUNTY and up to three CITY participants per academy.
11. Participants shall be enrolled in a minimum of one credit as a student at the college to provide accident coverage while participating in college provide instruction.
12. The term of this agreement shall be July 27, 2020, through May 6, 2021.

13. In the event that any one of the Parties believes that another has materially breached any obligations under this Agreement, such Party shall so notify the other Parties in writing. The breaching Party shall then have ten (10) working days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been affected. If the breach is not cured within the ten (10) working days, the other Parties shall have the right to terminate this Agreement without further notice.
14. This Agreement may be cancelled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.
15. The Parties to this Agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age, handicap, or veteran status.
16. The Parties agree that should any part of this Agreement be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
17. This Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Cochise County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. The arbitrator shall be selected by mutual agreement of the Parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either Party institutes arbitration under this Agreement, the Party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration.
18. All notices, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties at the following addresses:

IF TO COLLEGE: Dr. Wendy Davis
Vice President for Administration
901 North Colombo Avenue
Sierra Vista, AZ 85635
davisw@cochise.edu
520-515-3623

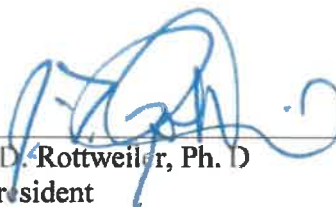
IF TO COUNTY: Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N Judd Drive
Bisbee, AZ 85603

520-432-9500

IF TO CITY: Chief Adam Thrasher
Sierra Vista Police Department
911 Coronado Drive
Sierra Vista, AZ 85635
520-458-3311

19. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
20. In accordance with ARS 35-214, the Parties agree to retain all books, accounts, reports, and other records, and make such records available for inspection for a period of five years after completion of this Agreement.
21. The Parties do not contemplate joint acquisition of any equipment pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or acquired by COLLEGE for the program shall be retained by COLLEGE, equipment furnished or acquired by COUNTY for the program shall be retained by COUNTY, and equipment furnished or acquired by the City for the program shall be retained by the City.
22. The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final.
23. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub-Contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
24. This Agreement may be executed using electronic signatures, which shall have full force and effect as though signed with pen and ink.

COCHISE COLLEGE


J.D. Rottweiler, Ph. D
President


Date

COCHISE COUNTY

Thomas E. Borer, Chair
Cochise County Board of Supervisors

Date

ATTEST:

Kim Lemons, Clerk of the Board

Date

COCHISE COUNTY SHERIFF

Mark Dannels, Sheriff

Date

CITY OF SIERRA VISTA

Frederick W. Mueller, Mayor

Date

ATTEST



06-11-2020

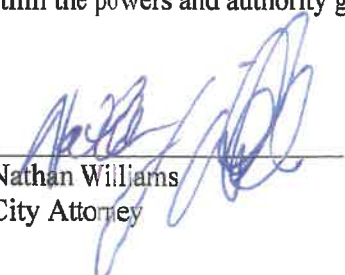
Jill Adams, City Clerk

Date

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: Britt Hanson

Britt W. Hanson
Of Counsel, County Attorney
Attorney for Cochise County and
Cochise County Community College District

By: 

Nathan Williams
City Attorney

COCHISE COUNTY

Thomas E. Borer, Chair
Cochise County Board of Supervisors

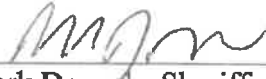
Date

ATTEST:

Kim Lemons, Clerk of the Board

Date

COCHISE COUNTY SHERIFF



Mark Dannels, Sheriff

06/08/20

Date

CITY OF SIERRA VISTA

Frederick W. Mueller, Mayor

Date

ATTEST

Jill Adams, City Clerk

Date

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: _____

Britt W. Hanson
Of Counsel, County Attorney
Attorney for Cochise County and
Cochise County Community College District

By: _____

Nathan Williams
City Attorney

Regular Board of Supervisors Meeting**Court Administration****Meeting Date:** 06/23/2020

FY 2020/2021 Court Security Improvements - Pandemic Related Items

Submitted By: Rita Shipley, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Rita Shipley**TITLE of PRESENTER:** Budget and Finance Director**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:**

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

Information**Agenda Item Text:**

Approve Fiscal Year 2020-2021 Court Security Improvements - Pandemic Related Items funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective May 1, 2020 through August 31, 2020 in the amount of \$3,850.

Background:

The purpose of the allocation for the Court Security Improvements grant is to purchase pandemic related items - plexiglass barriers for the Courts.

Department's Next Steps (if approved):

Work with County Procurement, Finance, and Facilities to purchase and install equipment.

Impact of NOT Approving/Alternatives:

General Fund monies would be utilized to purchase the pandemic related items.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers

Attachments

Funding Agreement
Grant Approval Form
Budget Amendment

Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR COURT SECURITY IMPROVEMENTS – PANDEMIC RELATED ITEMS

Cochise County Superior Court
210200P011

Fiscal Years 2020/2021

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

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Court Security Improvement (CSI) funds for Fiscal Year 2020/2021, as set forth in Addenda A and B which are part of this Agreement.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on May 1, 2020 and shall remain in effect through August 31, 2020

2. MODIFICATION AND TERMINATION

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

3. FUND ACCOUNTING

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

4. EXPENDITURES

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

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

c. Unexpended Funds. Funds unencumbered as of May 1, 2020 and unexpended as of October 31, 2020, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Court Security Improvement Fund no later than November 15, 2020. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge.

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

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

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

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

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

5. BOOKS AND RECORDS

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

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

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

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

7. INVENTORY

The Court retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Court may use its existing inventory system but must at a minimum maintain the information required by Supreme Court policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06 for guidance.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

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

9. PERFORMANCE LIABILITY

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

Cochise County Superior Court

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

ARIZONA SUPREME COURT

By _____
Marcus W. Reinkensmeyer, Director, Court Service Division
Administrative Office of the Courts

ADDENDUM A

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR COURT SECURITY IMPROVEMENTS

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: June 2, 2020

BEGIN DATE: May 1, 2020

END DATE: August 31, 2020

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

Facilities Improvements	\$3,850.00

TOTAL FUNDS:	\$3,850.00

AMOUNT FROM OTHER FUNDING:

\$0.00

TOTAL:	\$0.00

AMOUNT TO BE DISBURSED TO COURT*:

\$3,850.00

TOTAL AMOUNT APPROVED FOR DISBURSEMENT:	\$3,850.00

* Since the AOC cannot guarantee how much revenue will be generated for fiscal years 2020 and 2021, any shortfall will be the financial responsibility of the court. In the event that Court Security Improvement funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed:

Date:

Marcus Reinkensmeyer, Director, Court Services Division,
Administrative Office of the Courts

Signed:

Date:

Honorable James L. Conlogue, Presiding Judge
Superior Court in Cochise County

ADDENDUM B

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

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: June 2, 2020

BEGIN DATE: May 1, 2020

END DATE: August 31, 2020

NOTE: This addendum supersedes all previously dated addenda.

EQUIPMENT EXPENSES:

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

Subtotal Equipment Expenses:	\$0.00

FACILITIES IMPROVEMENTS:

<u>Item:</u>	<u>Cost</u>
Plexiglass Barriers	\$3,850.00

Subtotal Facilities Improvements Expenses:	\$3,850.00

TOTAL FY20/21 BUDGET – Pandemic Related Items:	\$3,850.00

ATTACHMENT C
ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

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

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

DEFINITIONS

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

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

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

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

POLICY

1. GENERAL

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

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

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

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

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

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

2. TAGGING/NUMBERING SYSTEM

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

3. RECORD KEEPING

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

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

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

4. INVENTORY SCHEDULE

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

5. TRANSFER OF EQUIPMENT

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

6. SURPLUS PROPERTY

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

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

7. MODIFICATION TO THIS POLICY

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

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

COCHISE COUNTY SUPERIOR COURT

REQUEST FOR BUDGET AMENDMENT

DATE: 6/4/2020

FY 19/20

DECREASE ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
Total		-
INCREASE ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
145-0810-336.100	State Op Grnt - Categorical	3,850
145-0810-9-414.000	Small Tools & Minor Equip	3,850
Total		7,700

EXPLANATION FOR SETUP:

Please adjust budget per FY20/21 funding agreement.

REQUESTED BY:

Sent via e-mail by Rita Shipley,
432-8509

Budget & Finance Director

Approved by:

AUTHORIZATION:

COUNTY ADMINISTRATOR

ADMINISTRATIVE

BUDGET AMENDMENT

FUNDS AVAILABLE FOR TRANSFER

RESOLUTION

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

Approve Poll Workers for the 2020 Primary and General Elections

Submitted By: Lisa Marra, Elections

Department: Elections

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT
Required

of ORIGINALS 0
Submitted for Signature:

NAME
of PRESENTER: Lisa M. Marra

TITLE
of PRESENTER: Elections Director

Docket Number (If applicable):

Mandated Function?: Federal or State
Mandate

Source of Mandate A.R.S. 16-531
or Basis for Support?:

Information

Agenda Item Text:

Approve Poll Workers for the 2020 Primary and General Elections and authorize the Elections Director to make substitutions as necessary prior to each election, to ensure that all Vote Centers and Boards are staffed adequately with trained election Poll Workers.

Background:

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

2020 Pollworkers

VC #	Party Affiliation	Name	Spanish Speaker
VC 1 - Douglas	Ind	Arlethe Morrison	Y
VC 1 - Douglas	Rep	Tom Hanigan	Y
VC 1 - Douglas	Dem	Raul Peralta	Y
VC 1 - Douglas	Rep	Maria Morales	Y
VC 1 - Douglas	Dem	Linda Rose	Y
VC 1 - Douglas	Rep	Maria Esther Suchite	Y
VC 1 - Douglas	Ind	Patricia Leyva	Y
VC 1 - Douglas	Dem	Barbara Jean Mason	Y
VC 1 - Douglas	Dem	Linda Gutierrez	Y
VC 1 - Douglas	Dem	Daisy Montano	Y
VC 1 - Douglas	Pnd	Nancie Elizabeth Ames	N
VC 1 - Douglas	Dem	Lupe Martinez	Y
VC 1 - Douglas	Dem	Javier Fimbres	Y
VC 1 - Douglas	Dem	Maria Ellen Rivas	Y
VC 1 - Douglas	Dem	Myrtle H Ward	N
VC 1 - Douglas	Dem	David Carrillo	Y
VC 1 - Douglas	Dem	Anna Behren	Y
VC 1 - Douglas	Rep	Jackie Watkins	N
VC 1 - Douglas	Dem	Joan Cardona	N
VC 1 - Douglas	Dem	Jorge Trevino-Carranza	Y
VC2 - Bisbee	Dem	Maria Kennon	Y
VC2 - Bisbee	Rep	Catherine Wright	N
VC2 - Bisbee	Dem	Frank Benavidez	N
VC2 - Bisbee	Rep	Lucinda Carberry	N
VC2 - Bisbee	Rep	Dolores Jones	N
VC2 - Bisbee	Rep	Linda Kirkley	Y
VC2 - Bisbee			
VC2 - Bisbee	Dem	Charlet Lepard	N
VC2 - Bisbee	Dem	Michele M Brown	N
VC2 - Bisbee	Pnd	Lupe Contreras	Y
VC 3 - Tombstone	Rep	Jean Sullivan	N
VC 3 - Tombstone	Ind	Joseph Andrews	N
VC 3 - Tombstone	Ind	Patricia Williams	N
VC 3 - Tombstone	Rep	Carolyn Grady	N
VC 3 - Tombstone	Rep	Darla Hirst	N
VC 3 - Tombstone	Rep	Raymond Korleski	N
VC 3 - Tombstone	Ind	Janis Andrews	N

VC 3 - Tombstone	Ind	Jeanne Pence	
VC 3 - Tombstone	Rep	Arthur Rodriguez	Y
VC 3 - Tombstone	Rep	Jay Rodriguez	Y
VC 3 - Tombstone	Rep	Lidia Barron	N
VC 3 - Tombstone	PND	Michael E. Grady	N
VC 3 - Tombstone	Rep	Christy Phillips	
VC 3 - Tombstone	Rep	Lu Proll	
VC 3 - Tombstone	Ind	Claudia Morales	Y
VC 4 - Willcox	Rep	Joyce Tingle	Y
VC 4 - Willcox	Ind	Lorenzo Fuentes	Y
VC 4 - Willcox	Rep	Linda Shaver	N
VC 4 - Willcox	Rep	Glenda Love	N
VC 4 - Willcox	Dem	Mary K. Tingle	
VC 4 - Willcox	Rep	Kathy Klump	N
VC 4 - Willcox	Other	Phyllis Cohorn	N
VC 4 - Willcox	Rep	James Naugle	N
VC 4 - Willcox	Dem	Johnny A. Brown	
VC 4 - Willcox			
VC 4 - Willcox			
VC 5 - Benson	Rep	Vicki Martzke	N
VC 5 - Benson			
VC 5 - Benson	Rep	James Martzke	N
VC 5 - Benson	Dem	Valerie Padia	Y
VC 5 - Benson	Dem	Delia Fernandez	Y
VC 5 - Benson	Dem	Julia Woods	N
VC 5 - Benson	Pnd	Peggy Farley	N
VC 5 - Benson	Pnd	Najayyah Many Horses	N
VC 5 - Benson	Rep	Richelle Gacon	N
VC 5 - Benson		Rhonda Boone	N
VC6 - H City/Whetstone	Rep	Wanda Pike	N
VC6 - H City/Whetstone	Rep	Wanda J. Bos	N
VC6 - H City/Whetstone	Rep	Becky Lenhardt	N
VC6 - H City/Whetstone	Pnd	Leslie Himes	N
VC6 - H City/Whetstone	Other	Leslie Saunders	
VC6 - H City/Whetstone	Dem	Elanore Mae Frakes	
VC6 - H City/Whetstone	Dem	Julie Swanner	
VC6 - H City/Whetstone	Rep	Anthony Frank	
VC6 - H City/Whetstone	Rep	Eva Lavon Lohse	
VC6 - H City/Whetstone	Ind	Mariela Maldonado	Y

VC6-H City/Whetstone			
VC7 - SV West / Kino	Dem	Richard Brownell	N
VC7 - SV West / Kino	Pnd	Arnold Davis III	N
VC7 - SV West / Kino	Rep	David Lewis	N
VC7 - SV West / Kino	Dem	Judith Tritz	N
VC7 - SV West / Kino	Rep	Jeanette Davis	N
VC7 - SV West / Kino	Dem	Catherine Brownell	N
VC7 - SV West / Kino	Rep	Arlie Rauch	N
VC7 - SV West / Kino	Dem	Pam Dacus	N
VC7 - SV West / Kino	Dem	Elizabeth A Kunzer	
VC7 - SV West / Kino	Dem	Christie Sullins	
VC7 - SV West / Kino	Rep	Arnold Davis Jr.	N
VC7 - SV West / Kino	Rep	Lorenza Wysong	Y
VC7 - SV West / Kino	Dem	Linda Delli Santi	
VC7 - SV West / Kino	Rep	Emma Melo	N
VC7 - SV West / Kino	Pnd	Ruben Miranda	Y
VC8 - Shiloh	Rep	Jo Ann Gasper	N
VC8 - Shiloh	Dem	John Dobkowski	N
VC8 - Shiloh	Ind	Anthony Moringello	N
VC8 - Shiloh	Rep	Dolores Thames	N
VC8 - Shiloh	Rep	Cynthia Haller	N
VC8 - Shiloh	Rep	Michelle Mietzner	
VC8 - Shiloh	Rep	Susan Marcell	
VC8 - Shiloh	Dem	Donna Rothbauer	N
VC8 - Shiloh	Rep	John Dekeizer	N
VC8 - Shiloh	Ind	Lois Sheldahl	N
VC8 - Shiloh	Rep	C J Bright	
VC8 - Shiloh			
VC8 - Shiloh	Rep	Margery Barnes	N
VC8 - Shiloh	Rep	Terry Cotton	N
VC8 - Shiloh	Rep	Sharon Grimes	
VC8 - Shiloh	Dem	Barbara Hays	N
VC8 - Shiloh	Rep	Margaret Doran	
VC8 - Shiloh	Dem	David Kelso	N
VC 9A/B - Methodist	Dem	Lupe Rivera	Y
VC 9A/B - Methodist	Rep	Howard Slater	N
VC 9A/B - Methodist	Rep	Keith Jansen	N
VC 9A/B - Methodist	Dem	Stephanie Alvarez	Y
VC 9A/B - Methodist	Dem	Bruce Dillingham	N

VC 9A/B - Methodist	Ind	Neenah Lea Blinkinsop	
VC 9A/B - Methodist	Dem	Maxine Holder	N
VC 9A/B - Methodist			
VC 9A/B - Methodist	Rep	Benjamin Middleton	N
VC 9A/B - Methodist			
VC 9A/B - Methodist	Pnd	Cesar Escobedo	Y
VC 9A/B - Methodist	Rep	Madeleine Boleslawski	
VC 9A/B - Methodist	Rep	Janet Forbes	N
VC 9A/B - Methodist	Rep	Gary Redding	N
VC 9A/B - Methodist	Dem	Lillian J Seagren	
VC 9A/B - Methodist	Dem	Corinne Sugitan	N
VC 9A/B - Methodist	Rep	Myra Shoemaker	
VC 9A/B - Methodist	Pnd	Jessica Kunkel	
VC 9A/B - Methodist	Rep	Linda Jones	N
VC 9A/B - Methodist	Dem	Theresa Mueller	N
VC 9A/B - Methodist	Rep	Joye Redding	N
VC 9A/B - Methodist	Rep	Rose Marie Cardoza	
VC10 SV SE Mtn Vista	Dem	Patricia Crowell	N
VC10 SV SE Mtn Vista	Dem	Raymond Mead	N
VC10 SV SE Mtn Vista	Pnd	Hope Geminder	
VC10 SV SE Mtn Vista	Dem	Johanna Scott	N
VC10 SV SE Mtn Vista	Pnd	Kanthleen Stanberry	N
VC10 SV SE Mtn Vista	Dem	Deborah Nishikida	
VC10 SV SE Mtn Vista	Rep	Edward wilhelm	
VC10 SV SE Mtn Vista	Dem	Diane Hebbert	
VC10 SV SE Mtn Vista	Pnd	Cloey Mundt	
VC10 SV SE Mtn Vista	Pnd	Alan Ortega	N
VC10 SV SE Mtn Vista	Pnd	Rhonda Evans	
VC10 SV SE Mtn Vista	Ind	Stacey Wooley	Y
VC11 - Palominas	Rep	David Walker	Y
VC11 - Palominas	Dem	Jim Straka	N
VC11 - Palominas	Pnd	Asa Stephens	N
VC11 - Palominas	Lib	Christie Jensen	
VC11 - Palominas	Rep	Charlotte Moon	N
VC11 - Palomina	Pnd	Leslie Lambert	N
VC11 - Palominas	Dem	Darla Straka	N
VC11 - Palominas	Rep	Nora Sue Walker	N
VC11 - Palominas	Rep	Linda Searce	
VC11 - Palominas	Rep	Tim Carroll	

VC11 - Palominas			
VC12 - Bowie/San Simon	Dem	Delia Guzman	Y
VC12 - Bowie/San Simon	Ind	Dean Ragan	N
VC12 - Bowie/San Simon			
VC12 - Bowie/San Simon			
VC12 - Bowie/San Simon	Ind	Barbara Earhardt	N
VC12 - Bowie/San Simon	Rep	Roberta Grainger	N
VC12 - Bowie/San Simon	Dem	Michele Larned	N
VC12-Bowie/San Simon	Dem	Sharon Webster	N
VC13 - C. Strong/Sunizona	Rep	Brenda Whittaker	N
VC13 - C. Strong/Sunizona	Dem	Maryclare Tiuan	N
VC13 - C. Strong/Sunizona			
VC13 - C. Strong/Sunizona	Pnd	Loretta Landwerlen	N
VC13 - C. Strong/Sunizona	Pnd	Laura Bunyard	N
VC13 - C. Strong/Sunizona	Rep	Robert W Weston	
VC13 - C. Strong/Sunizona	Rep	Thomas Edward Whiteman	N
VC13 - C. Strong/Sunizona	Rep	Mary Margaret Whiteman	N
VC13 - C. Strong/Sunizona	Student	Janae Faccio	
VC14 - McNeal	Ind	Pamela Frank	N
VC14 - McNeal	Dem	Patsy Rineer	N
VC14 - McNeal	Ind	Cynthia Heideman	N
VC14 - McNeal	Ind	Laura Castleberry	N
VC14 - McNeal	Rep	Linda Bohling	N
VC14 - McNeal	Dem	Felicia Dandurand	N
VC14 - McNeal	Dem	Kimberly A Chavira	Y
VC14 - McNeal	Student	Audrey Frank	N
VC15 - Webb	Rep	Sarah Simmons	N
VC15 - Webb	Pnd	Brian L Oertel	
VC15 - Webb	Pnd	Alma Garcia	Y
VC15 - Webb	Dem	Joel levin	
VC15 - Webb	Ind	Victoria Oertel	
VC15 - Webb	Rep	Carol Schneider	N
VC15 - Webb			
VC17 - St. David	Rep	Florence Jones	N
VC17 - St. David			
VC17 - St. David	Ind	Michelle Fry	N
VC17 - St. David	Dem	Nora Hady	N
VC17 - St. David			
VC17 - St. David	Rep	Roy Jones	N

VC17 - St. David			
VC18 - Mescal/J-Six	Dem	Robert Lujan	Y
VC18 - Mescal/J-Six	Rep	C J Garan	N
VC18 - Mescal/J-Six	Dem	Charlene Lujan	N
VC18 - Mescal/J-Six	Rep	Marilyn Fox	N
VC18 - Mescal/J-Six	Rep	Peter Wangsness	Y
VC18 - Mescal/J-Six	Rep	Patricia Stickler	N
VC18 - Mescal/J-Six	Rep	Theresa Wangsness	Y
Early Board	Rep	Linda Smith	N/A
Early Board	Rep	Isabel Lugo	N/A
Early Board	Dem	Christie Brown	N/A
Early Board	Dem	Janet Reynolds	N/A
Early Board	Dem	Nancy Priest	N/A
Early Board	Ind	Irene Ruiz	N/A
Early Board	Rep	Gabe Ruiz	N/A
Early Board	Rep	Brenda Malarchik	N/A
Early Board	Dem	Rudy Gonzales	N/A
Courier	N/A	Terry Couchenour	N/A
Courier	N/A	Ed Gilligan	N/A
Courier	N/A	Sheri Marks	N/A
Courier	N/A	Jackie Watkins	N/A
Courier	N/A	Rita Shipley	N/A
Courier	N/A	Amadee Ricketts	N/A
Courier	N/A	Sharon Gilman	N/A
Courier	N/A	Dan Duchon	N/A

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

Demands

Submitted By: Amy Langer, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

**# 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 demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Demands

Demands [06/18/20](#)
Date Range [06/04/20-06/22/20](#)
Warrant Range [40890-41204](#)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40890	06/10/2020	AFLAC	1600 - Finance	501 Cochise Combined Trust	7,600.20
40891	06/10/2020	Arizona Department of Administration-Risk Managemt	1600 - Finance	110 Payroll Clearing Fund	5,177.28
40892	06/10/2020	Arizona State Retirement System	1600 - Finance	100 General Fund	88.42
40893	06/10/2020	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	4,312.30
40894	06/11/2020	All Copy Products, Inc	1600 - Finance	100 General Fund	21,525.29
40895	06/11/2020	Amaya, Dora	2200 - Human Resources	100 General Fund	196.89
40896	06/11/2020	Amazon.com LLC	8000 - County Library District	171 County Library	390.59
40897	06/11/2020	Arizona Department of Environmental Quality	7000 - Solid Waste	505 Solid Waste	4,460.79
40898	06/11/2020	Arizona Machinery Company, LLC dba Stotz Equipment	1710 - Heavy Fleet Management	600 Heavy Fleet Management	11,144.55
40899	06/11/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	157.11
40900	06/11/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	1,707.25
40901	06/11/2020	Baker & Taylor, LLC	8000 - County Library District	171 County Library	2,998.59
40901	06/11/2020	Baker & Taylor, LLC	8000 - County Library District	182 CFSA-Troller Fund	435.54
40902	06/11/2020	Benson, City of	2100 - Facilities Management	100 General Fund	376.93
40903	06/11/2020	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,603.81
40903	06/11/2020	Bisbee Napa	2100 - Facilities Management	100 General Fund	122.85
40904	06/11/2020	Bradley R Johnson MD PLLC	0810 - Court Administration	100 General Fund	500.00
40905	06/11/2020	Breault, Ted	0100 - Board of Supervisors	100 General Fund	100.00
40906	06/11/2020	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	578.00
40906	06/11/2020	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	45.00
40907	06/11/2020	Cable One dba Sparklight	0810 - Court Administration	100 General Fund	415.37
40907	06/11/2020	Cable One dba Sparklight	1800 - IT/Communications	100 General Fund	178.94
40908	06/11/2020	CDW LLC	1800 - IT/Communications	100 General Fund	6,013.38
40908	06/11/2020	CDW LLC	1800 - IT/Communications	400 County Capital Projects	21,798.29
40908	06/11/2020	CDW LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	4,665.49
40909	06/11/2020	Centerline Supply West Inc	4010 - Highway Dept Administration	251 Highway Fund	1,995.05
40910	06/11/2020	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	73.37
40910	06/11/2020	CenturyLink Communications	9000 - School Superintendent	100 General Fund	70.66
40911	06/11/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	148.75
40912	06/11/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	344.63
40913	06/11/2020	City of Bisbee	2100 - Facilities Management	100 General Fund	7,446.51
40914	06/11/2020	Cochise Lock and Safe, Inc.	1600 - Finance	100 General Fund	120.00
40915	06/11/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	80,986.00
40916	06/11/2020	Complete Aviation Fuel Systems	2000 - Airport Operations	100 General Fund	2,772.18
40917	06/11/2020	Conklin, Todd	2100 - Facilities Management	100 General Fund	1,150.00
40918	06/11/2020	COX Communication Arizona, LLC	0810 - Court Administration	100 General Fund	305.00
40919	06/11/2020	Culligan of Tucson	1600 - Finance	100 General Fund	29.08
40919	06/11/2020	Culligan of Tucson	4010 - Highway Dept Administration	251 Highway Fund	329.81
40920	06/11/2020	Demco Inc.	8000 - County Library District	171 County Library	88.53
40921	06/11/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	84.00
40922	06/11/2020	Douglas, City of	2100 - Facilities Management	105 Bisbee/Douglas Airport	943.00
40923	06/11/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	41.77
40924	06/11/2020	English, Ann S.	0100 - Board of Supervisors	100 General Fund	88.17
40925	06/11/2020	George E. Brown Construction	1900 - Development Services	100 General Fund	235.00
40926	06/11/2020	George Medina - George's Upholstery	1710 - Heavy Fleet Management	600 Heavy Fleet Management	93.42
40927	06/11/2020	Goodmans, Inc.	2100 - Facilities Management	400 County Capital Projects	8,003.30

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40928	06/11/2020	Henry Schein, Inc.	1220 - Juvenile Detention	100 General Fund	92.60
40929	06/11/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	330.40
40930	06/11/2020	HP Iron, Inc. dba Hitchin Post Iron	2100 - Facilities Management	100 General Fund	1,047.94
40931	06/11/2020	International Chemtex Corporation	2100 - Facilities Management	100 General Fund	737.00
40932	06/11/2020	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	937.50
40933	06/11/2020	K12 Handhelds, Inc.	8000 - County Library District	176 Library LSTA Grants	4,712.40
40934	06/11/2020	Killer Bee Honey LLC	2100 - Facilities Management	100 General Fund	400.00
40935	06/11/2020	KWCX-FM, KHIL-AM	0100 - Board of Supervisors	321 HAVA Grant-Elections	225.00
40935	06/11/2020	KWCX-FM, KHIL-AM	0100 - Board of Supervisors	322 HAVA Grant - Recorders	225.00
40936	06/11/2020	Law Office of Joan M Sacramento	0810 - Court Administration	549 Probate Fees	350.00
40937	06/11/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	293.49
40938	06/11/2020	Nguyen, Nga	0810 - Court Administration	100 General Fund	560.20
40939	06/11/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	89.60
40940	06/11/2020	Online Solutions LLC	1800 - IT/Communications	400 County Capital Projects	85,978.87
40941	06/11/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	1,308.30
40941	06/11/2020	OverDrive, Inc.	8000 - County Library District	176 Library LSTA Grants	989.80
40941	06/11/2020	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	1,694.72
40942	06/11/2020	Pangburn, Esther	0100 - Board of Supervisors	100 General Fund	200.00
40943	06/11/2020	Porta-Pot	7000 - Solid Waste	505 Solid Waste	750.75
40944	06/11/2020	Potters Industries, LLC	4010 - Highway Dept Administration	251 Highway Fund	15,865.70
40945	06/11/2020	PrevenTronics	1800 - IT/Communications	100 General Fund	23,126.57
40946	06/11/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	172.69
40947	06/11/2020	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	12,250.00
40948	06/11/2020	Richardson, James	1900 - Development Services	100 General Fund	124.00
40949	06/11/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	4,798.74
40950	06/11/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	714.40
40951	06/11/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	14,035.85
40952	06/11/2020	SHI International Corp.	1800 - IT/Communications	400 County Capital Projects	29,761.05
40953	06/11/2020	Virginia A Shreve	0810 - Court Administration	549 Probate Fees	250.00
40954	06/11/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	285.47
40955	06/11/2020	Southern Computer Warehouse, Inc.	1800 - IT/Communications	100 General Fund	6,191.00
40956	06/11/2020	Southwest Disposal LC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	131.25
40956	06/11/2020	Southwest Disposal LC	2100 - Facilities Management	100 General Fund	131.25
40957	06/11/2020	Southwest Gas Corporation	2100 - Facilities Management	105 Bisbee/Douglas Airport	153.64
40957	06/11/2020	Southwest Gas Corporation	2100 - Facilities Management	216 SEACOM Operations	115.14
40958	06/11/2020	Spence Forensic Resources	1310 - Legal Advocate	100 General Fund	2,400.00
40959	06/11/2020	Stantec Consulting Services, Inc.	0100 - Board of Supervisors	100 General Fund	40,115.00
40960	06/11/2020	Stericycle Inc.	1220 - Juvenile Detention	100 General Fund	258.18
40961	06/11/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	4,031.51
40961	06/11/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	867.36
40962	06/11/2020	dbaOschmann Employee Screening Services The Oschmann Org	0810 - Court Administration	100 General Fund	35.00
40963	06/11/2020	Thomson West	0810 - Court Administration	100 General Fund	405.57
40963	06/11/2020	Thomson West	0810 - Court Administration	313 JP 3 Enhancement Fund	81.11
40964	06/11/2020	Thomson West	1350 - Legal Defender	100 General Fund	175.74
40965	06/11/2020	Thomson West	1350 - Legal Defender	100 General Fund	28.45
40966	06/11/2020	Trinity Services Group, Inc.	1220 - Juvenile Detention	100 General Fund	3,457.74
40967	06/11/2020	Truly Nolen Exterminating Inc	1900 - Development Services	100 General Fund	200.00
40968	06/11/2020	Turtoro, Patricia	1900 - Development Services	100 General Fund	256.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40969	06/11/2020	UniFirst Corporation	2100 - Facilities Management	100 General Fund	148.98
40970	06/11/2020	Utility Trailer Sales Co. of Arizona	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,747.04
40971	06/11/2020	Valley Telephone Cooperative, Inc.	0960 - Justice Court 6	100 General Fund	278.69
40971	06/11/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	729.18
40972	06/11/2020	Verizon Wireless	1600 - Finance	100 General Fund	12,879.66
40973	06/11/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	28.24
40974	06/11/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	463.03
40975	06/11/2020	We Frame It	0810 - Court Administration	100 General Fund	151.79
40976	06/11/2020	Western Emulsion, Inc	4010 - Highway Dept Administration	251 Highway Fund	213,048.47
40977	06/11/2020	Wick Communications	1900 - Development Services	100 General Fund	195.00
40978	06/11/2020	Wick Communications	0810 - Court Administration	585 CASA Grant	512.50
40979	06/11/2020	Wick Communications	1900 - Development Services	100 General Fund	171.17
40980	06/11/2020	Apache Elementary School	9000 - School Superintendent	276 School Fund	24,345.87
40981	06/11/2020	Ash Creek Elementary School District	9000 - School Superintendent	276 School Fund	5,585.23
40982	06/11/2020	Benson Unified School District	9000 - School Superintendent	276 School Fund	17,044.04
40983	06/11/2020	Bisbee Unified School District #2	9000 - School Superintendent	276 School Fund	1,342.67
40984	06/11/2020	Bowie Unified School District #14	9000 - School Superintendent	276 School Fund	4,910.09
40985	06/11/2020	Chiricahua Community Health Centers, INC	1220 - Juvenile Detention	100 General Fund	330.00
40986	06/11/2020	Cochise County School Superintendent	9000 - School Superintendent	278 Small Schools	100.00
40987	06/11/2020	Cochise Elementary School District #26	9000 - School Superintendent	276 School Fund	175.13
40988	06/11/2020	Double Adobe Elementary School	9000 - School Superintendent	276 School Fund	87.56
40989	06/11/2020	Douglas Unified School District #27	9000 - School Superintendent	276 School Fund	9,935.33
40990	06/11/2020	Elfrida Elementary School	9000 - School Superintendent	276 School Fund	116.75
40991	06/11/2020	McNeal Elementary School District #55	9000 - School Superintendent	276 School Fund	233.51
40992	06/11/2020	Palominas Public School District #49	9000 - School Superintendent	276 School Fund	2,659.63
40993	06/11/2020	Palominas Public School District #49	9000 - School Superintendent	276 School Fund	58.38
40994	06/11/2020	Pearce Elementary School District #22-3	9000 - School Superintendent	276 School Fund	5,041.31
40995	06/11/2020	San Simon Unified Schools	9000 - School Superintendent	276 School Fund	30,074.31
40996	06/11/2020	Sierra Vista Unified School District No. 68	9000 - School Superintendent	276 School Fund	10,164.98
40997	06/11/2020	St. David Unified School District #21	9000 - School Superintendent	276 School Fund	20,844.43
40998	06/11/2020	Tombstone Unified School District #1	9000 - School Superintendent	276 School Fund	15,441.72
40999	06/11/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,400.00
41000	06/11/2020	Valley Union High School	9000 - School Superintendent	276 School Fund	10,393.03
41001	06/11/2020	Willcox Unified School District #13	9000 - School Superintendent	276 School Fund	23,124.07
41002	06/11/2020	ArizonaDirver.com	0950 - Justice Court 5	100 General Fund	130.00
41003	06/11/2020	Anselmo Baltazar	0910 - Justice Court 1	100 General Fund	22.50
41004	06/11/2020	Border Mart	0920 - Justice Court 2	100 General Fund	35.37
41005	06/11/2020	SUSAN BUTLER	0950 - Justice Court 5	100 General Fund	38.35
41006	06/11/2020	DWAYNE STEVEN CATHEY	0930 - Justice Court 3	100 General Fund	1,479.60
41007	06/11/2020	Chiricahua Health Clinic	0920 - Justice Court 2	100 General Fund	120.00
41008	06/11/2020	Court Clerk of the Superior Court - Pima County Juvenile	0910 - Justice Court 1	100 General Fund	13.67
41009	06/11/2020	Cochise County Clerk of Superior Court	0950 - Justice Court 5	100 General Fund	750.00
41010	06/11/2020	Petra Cornel	0950 - Justice Court 5	100 General Fund	100.00
41011	06/11/2020	Thelma Corrales	0910 - Justice Court 1	100 General Fund	110.00
41012	06/11/2020	GILBERTO COTA	0910 - Justice Court 1	100 General Fund	101.00
41013	06/11/2020	IRMA DURAN	0910 - Justice Court 1	100 General Fund	108.65
41014	06/11/2020	Eagle Asphalt	0950 - Justice Court 5	100 General Fund	16.81
41015	06/11/2020	Dianna Fischer	0950 - Justice Court 5	100 General Fund	600.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41016	06/11/2020	TYLER FRANCISCO	0950 - Justice Court 5	100 General Fund	103.00
41017	06/11/2020	Fry's Food Stores of Arizona	0950 - Justice Court 5	100 General Fund	1.89
41018	06/11/2020	MANUEL GONZALES	0940 - Justice Court 4	100 General Fund	500.00
41019	06/11/2020	Jesus Gonzalez	0910 - Justice Court 1	100 General Fund	663.00
41020	06/11/2020	LETICIA HERNANDEZ	0910 - Justice Court 1	100 General Fund	21.01
41021	06/11/2020	MANUEL HERNANDEZ	0910 - Justice Court 1	100 General Fund	40.35
41022	06/11/2020	Tanya Hiple	0930 - Justice Court 3	100 General Fund	300.00
41023	06/11/2020	Jennings, Jeffrey	0950 - Justice Court 5	100 General Fund	42.02
41024	06/11/2020	Alfonso Jimenez	0910 - Justice Court 1	100 General Fund	129.00
41025	06/11/2020	Frank Johnson	0950 - Justice Court 5	100 General Fund	100.00
41026	06/11/2020	MICHELLE KING	0950 - Justice Court 5	100 General Fund	85.48
41027	06/11/2020	William Long	0910 - Justice Court 1	100 General Fund	159.00
41028	06/11/2020	ENRIQUE LOPEZ	0910 - Justice Court 1	100 General Fund	264.00
41029	06/11/2020	Montano, Raul	0920 - Justice Court 2	100 General Fund	67.50
41030	06/11/2020	JESSICA MUNOZ	0910 - Justice Court 1	100 General Fund	79.31
41031	06/11/2020	Steven Rojas	0920 - Justice Court 2	100 General Fund	21.01
41032	06/11/2020	Royal Western Motel	0940 - Justice Court 4	100 General Fund	575.00
41033	06/11/2020	Rust, Edward	0950 - Justice Court 5	100 General Fund	334.00
41034	06/11/2020	LILLIAN SCHMITT	0910 - Justice Court 1	100 General Fund	246.01
41035	06/11/2020	JUAN SORIANO	2200 - Human Resources	100 General Fund	25.00
41036	06/11/2020	Aubrey Stram	0910 - Justice Court 1	100 General Fund	50.00
41037	06/11/2020	Lisa Thompson	0950 - Justice Court 5	100 General Fund	600.00
41038	06/11/2020	ALFONSO VALELA	0910 - Justice Court 1	100 General Fund	122.00
41039	06/11/2020	VERONICA VILLA	0910 - Justice Court 1	100 General Fund	91.00
41040	06/11/2020	Miguel Viramontes	0910 - Justice Court 1	100 General Fund	341.00
41041	06/11/2020	CHRISTIAN VIZCARRA	0910 - Justice Court 1	100 General Fund	107.00
41042	06/11/2020	Walmart	0930 - Justice Court 3	100 General Fund	30.00
41043	06/11/2020	Ward, Mary Ann	0950 - Justice Court 5	100 General Fund	40.00
41044	06/11/2020	Minikah Yve-Louise	0910 - Justice Court 1	100 General Fund	549.00
41045	06/11/2020	MARCO ZAMORA	0910 - Justice Court 1	100 General Fund	123.00
41046	06/18/2020	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	4,312.30
41047	06/18/2020	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	5,000.00
41048	06/18/2020	A+ Language Services	0810 - Court Administration	100 General Fund	175.00
41049	06/18/2020	Amazon.com LLC	8000 - County Library District	171 County Library	460.85
41050	06/18/2020	AMERIGAS	4010 - Highway Dept Administration	251 Highway Fund	102.34
41051	06/18/2020	Aqua Life	0920 - Justice Court 2	100 General Fund	16.50
41052	06/18/2020	Arizona Counties Insurance Pool	0100 - Board of Supervisors	100 General Fund	27,199.11
41053	06/18/2020	Arizona Department of Corrections	3000 - Sheriff	203 Jail Enhancement	1,620.00
41054	06/18/2020	Arizona Department of Health Services	1310 - Legal Advocate	100 General Fund	57.50
41055	06/18/2020	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	498.88
41056	06/18/2020	Arizona Public Defender Association	1350 - Legal Defender	100 General Fund	100.00
41057	06/18/2020	Arizona State Treasurer	1600 - Finance	100 General Fund	184,567.00
41058	06/18/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	1,621.50
41059	06/18/2020	Arizona-Mexico Commission	0100 - Board of Supervisors	100 General Fund	250.00
41060	06/18/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	3,154.00
41061	06/18/2020	Azam, Syed T.	5000 - Health Dept	100 General Fund	750.00
41061	06/18/2020	Azam, Syed T.	5000 - Health Dept	234 TB Control	500.00
41062	06/18/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	149.90

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41063	06/18/2020	Baker & Taylor, LLC	8000 - County Library District	171 County Library	997.43
41063	06/18/2020	Baker & Taylor, LLC	8000 - County Library District	182 CFSA-Troller Fund	306.89
41064	06/18/2020	Baker Distributing Company	2100 - Facilities Management	100 General Fund	527.44
41065	06/18/2020	Banales, Paul	0100 - Board of Supervisors	100 General Fund	1,265.00
41066	06/18/2020	Benjamin Supply Inc.	3000 - Sheriff	100 General Fund	322.73
41067	06/18/2020	Bestway Electric Motor Service Co. , Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	12,185.09
41067	06/18/2020	Bestway Electric Motor Service Co. , Inc.	2100 - Facilities Management	400 County Capital Projects	74,878.22
41068	06/18/2020	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	9.50
41068	06/18/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	1,293.09
41068	06/18/2020	Bisbee Napa	2100 - Facilities Management	100 General Fund	41.76
41069	06/18/2020	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	35.00
41070	06/18/2020	Brauchla, Gary	1900 - Development Services	100 General Fund	60.90
41071	06/18/2020	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	75.00
41071	06/18/2020	Bug-Wiser Exterminating, Inc.	3000 - Sheriff	100 General Fund	180.00
41072	06/18/2020	Bureau of Vital Records	5000 - Health Dept	100 General Fund	6,760.00
41073	06/18/2020	Canyon Vista Medical Center	5000 - Health Dept	100 General Fund	2,700.00
41074	06/18/2020	Cardinal Health Inc.	5000 - Health Dept	234 TB Control	0.13
41075	06/18/2020	CDW LLC	1800 - IT/Communications	100 General Fund	15,836.26
41075	06/18/2020	CDW LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	2,287.88
41076	06/18/2020	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	266.31
41077	06/18/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	1,475.28
41078	06/18/2020	CenturyLink Communications	0920 - Justice Court 2	100 General Fund	68.86
41078	06/18/2020	CenturyLink Communications	2100 - Facilities Management	100 General Fund	13.73
41078	06/18/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	215.65
41079	06/18/2020	Chiricahua Community Health Centers, INC	1220 - Juvenile Detention	100 General Fund	116.22
41080	06/18/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	862.15
41081	06/18/2020	City of Sierra Vista	1750 - Fleet Management	109 Fleet Management	5,514.95
41082	06/18/2020	Cloud, Shelly R.	0810 - Court Administration	549 Probate Fees	250.00
41083	06/18/2020	CMI, Inc.	3000 - Sheriff	573 Gov Office of Hwy Safety	1,746.98
41084	06/18/2020	CMI, Inc.	3000 - Sheriff	573 Gov Office of Hwy Safety	17,966.82
41085	06/18/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	15.01
41086	06/18/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	183.69
41087	06/18/2020	Cochise Painting LLC	2100 - Facilities Management	400 County Capital Projects	2,900.00
41088	06/18/2020	Community Bridges, Inc.	5000 - Health Dept	100 General Fund	28,800.00
41089	06/18/2020	Cool Dreams Window Tinting	1750 - Fleet Management	109 Fleet Management	275.00
41090	06/18/2020	Culligan of Tucson	0600 - County Attorney	100 General Fund	170.53
41091	06/18/2020	CureMD.com, Inc.	5000 - Health Dept	100 General Fund	305.00
41092	06/18/2020	David M Waterman dba Law Offices of David Waterman	0100 - Board of Supervisors	100 General Fund	2,900.00
41093	06/18/2020	Del's Tire Company	1750 - Fleet Management	109 Fleet Management	17.99
41094	06/18/2020	Demco Inc.	8000 - County Library District	171 County Library	49.45
41095	06/18/2020	Deneke, Buffy	0600 - County Attorney	124 Attnry Anti-Racketeering	10.50
41096	06/18/2020	Diamondback Police Supply Co	3000 - Sheriff	100 General Fund	938.90
41097	06/18/2020	Douglas, City of	3000 - Sheriff	100 General Fund	6,312.70
41098	06/18/2020	Durham Communications, Inc.	1800 - IT/Communications	100 General Fund	6,039.13
41099	06/18/2020	EC Data Technologies	8000 - County Library District	171 County Library	597.00
41100	06/18/2020	Emily L. Danies Attorney at Law LLC	0100 - Board of Supervisors	100 General Fund	750.00
41101	06/18/2020	Environmental Systems Research Institute, Inc ESRI	1800 - IT/Communications	100 General Fund	2,109.09
41102	06/18/2020	Fedko Emergency Physicians, LLC	5000 - Health Dept	100 General Fund	150.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41103	06/18/2020	Gomez, Lionor	0810 - Court Administration	100 General Fund	250.00
41104	06/18/2020	Griffith, David Bruce	0100 - Board of Supervisors	100 General Fund	5,900.00
41105	06/18/2020	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	320.00
41106	06/18/2020	Henry Schein, Inc.	1220 - Juvenile Detention	100 General Fund	364.12
41107	06/18/2020	Hess, Ginger Ann	5000 - Health Dept	532 COVID-19 CDC	1,984.00
41108	06/18/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	336.60
41108	06/18/2020	Honeman, Van G.	1350 - Legal Defender	100 General Fund	91.00
41109	06/18/2020	HOV Services Inc/Lason Systems	0700 - Clerk of the Superior Court	100 General Fund	106.58
41110	06/18/2020	Huachuca City Police Dept	0600 - County Attorney	124 Attnry Anti-Racketeering	3,288.64
41111	06/18/2020	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	960.00
41112	06/18/2020	K12 Handhelds, Inc.	8000 - County Library District	176 Library LSTA Grants	4,500.00
41113	06/18/2020	KARPEL COMPUTER SYSTEMS, INC. DBA KARPEL SOLUTIONS	0600 - County Attorney	588 ADRS - Grant AAP-20-001	42,570.00
41114	06/18/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	1,427.00
41115	06/18/2020	Kelly, Peter A.	0100 - Board of Supervisors	100 General Fund	3,653.05
41116	06/18/2020	Kimminau Law Firm PC	0100 - Board of Supervisors	100 General Fund	1,388.84
41117	06/18/2020	Language Line Services, Inc.	0810 - Court Administration	100 General Fund	47.35
41118	06/18/2020	Law Office of Daniel DeRienzo PLLC	0100 - Board of Supervisors	100 General Fund	174.00
41119	06/18/2020	Law Office of Joan M Sacramento	0100 - Board of Supervisors	100 General Fund	2,900.00
41120	06/18/2020	Lawley Motors LLC	1750 - Fleet Management	109 Fleet Management	9,373.89
41121	06/18/2020	Logicalis, Inc.	1800 - IT/Communications	400 County Capital Projects	140,705.60
41122	06/18/2020	Lowell A. Jensen, PLC	0100 - Board of Supervisors	100 General Fund	970.00
41123	06/18/2020	Mac's Towing. LLC	1750 - Fleet Management	109 Fleet Management	127.50
41124	06/18/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	382.87
41125	06/18/2020	Manch Law Firm PLLC	0100 - Board of Supervisors	100 General Fund	400.00
41126	06/18/2020	McKee, Andrea	0100 - Board of Supervisors	100 General Fund	100.00
41127	06/18/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	2,020.43
41128	06/18/2020	Mindful Lactation	5000 - Health Dept	227 Breastfeeding Counseling Se	280.00
41129	06/18/2020	Mustang Mall LLC	7000 - Solid Waste	505 Solid Waste	600.00
41130	06/18/2020	Net Transcripts, Inc.	0600 - County Attorney	100 General Fund	155.22
41131	06/18/2020	NI Government Services Inc	3000 - Sheriff	100 General Fund	222.44
41132	06/18/2020	Nyander, Penny Sue	0600 - County Attorney	100 General Fund	1,123.50
41132	06/18/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	650.00
41133	06/18/2020	O'Rielly Chevrolet, Inc.	1750 - Fleet Management	109 Fleet Management	181.63
41134	06/18/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	107.49
41134	06/18/2020	OverDrive, Inc.	8000 - County Library District	176 Library LSTA Grants	108.48
41134	06/18/2020	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	1,241.14
41135	06/18/2020	Pitney Bowes, Inc.	0200 - Treasurer	100 General Fund	1,061.76
41136	06/18/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	90.33
41136	06/18/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	321.48
41137	06/18/2020	Riggs, Karen C.	4110 - Engineering & Natural Resources	261 Flood Control Distric	2,167.50
41138	06/18/2020	Rothrock Investigations, LLC	0100 - Board of Supervisors	100 General Fund	452.30
41139	06/18/2020	Runbeck Election Services Inc.	0400 - Recorder	100 General Fund	1,283.66
41140	06/18/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,624.32
41141	06/18/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	1,126.39
41142	06/18/2020	Brian R. Salata	0100 - Board of Supervisors	100 General Fund	1,200.00
41143	06/18/2020	Sarah Michele Martin	0100 - Board of Supervisors	100 General Fund	7,400.00
41144	06/18/2020	Schiff, Laurence	5000 - Health Dept	100 General Fund	2,800.00
41145	06/18/2020	Schlievert, Scott W.	0100 - Board of Supervisors	100 General Fund	1,300.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41146	06/18/2020	Sedillos, Lorna Gries	5000 - Health Dept	245 Health Start	200.00
41147	06/18/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	9,824.78
41147	06/18/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	13,159.94
41147	06/18/2020	Senergy Petroleum LLC	1770 - Fleet - IGA's	109 Fleet Management	3,402.63
41148	06/18/2020	Siempre	9000 - School Superintendent	275 IDEA Secure Care Grant	704.00
41148	06/18/2020	Siempre	9000 - School Superintendent	278 Small Schools	506.50
41149	06/18/2020	Simpson Tool Box Company	1750 - Fleet Management	109 Fleet Management	242.17
41150	06/18/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	11,198.84
41151	06/18/2020	Southwestern Scale Company, Inc.	7000 - Solid Waste	505 Solid Waste	11,899.64
41152	06/18/2020	Stamback Septic Service	2100 - Facilities Management	105 Bisbee/Douglas Airport	201.59
41152	06/18/2020	Stamback Septic Service	7000 - Solid Waste	505 Solid Waste	611.50
41153	06/18/2020	Stanford, Westley	7000 - Solid Waste	505 Solid Waste	100.00
41154	06/18/2020	Stericycle Inc.	5000 - Health Dept	100 General Fund	2,228.39
41155	06/18/2020	Streitfeld, Stephen V. MD PC	0600 - County Attorney	100 General Fund	175.00
41156	06/18/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	261.89
41157	06/18/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	9,990.70
41157	06/18/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	216 SEACOM Operations	2,381.70
41157	06/18/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	275.17
41157	06/18/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	834.70
41158	06/18/2020	TempArmour Refrigeration	5000 - Health Dept	532 COVID-19 CDC	5,398.00
41159	06/18/2020	The Law Offices of Harriette P Levitt, PLLC	0100 - Board of Supervisors	100 General Fund	2,575.00
41160	06/18/2020	The Master's Touch, LLC	0200 - Treasurer	100 General Fund	4,922.77
41161	06/18/2020	Thomson West	1350 - Legal Defender	100 General Fund	258.64
41161	06/18/2020	Thomson West	3000 - Sheriff	205 Sheriff Law Enforcement (RI	289.74
41162	06/18/2020	Thomson West	0810 - Court Administration	151 Law Library	9,530.50
41163	06/18/2020	Thrall, Scott	0100 - Board of Supervisors	100 General Fund	212.50
41164	06/18/2020	Titan Machinery Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	859.16
41165	06/18/2020	TRAK Engineering, Inc	1750 - Fleet Management	109 Fleet Management	2,491.56
41165	06/18/2020	TRAK Engineering, Inc	1750 - Fleet Management	600 Heavy Fleet Management	3,242.89
41166	06/18/2020	Trane U.S. Inc.	2100 - Facilities Management	100 General Fund	10,401.61
41167	06/18/2020	UniFirst Corporation	2100 - Facilities Management	100 General Fund	148.98
41167	06/18/2020	UniFirst Corporation	7000 - Solid Waste	505 Solid Waste	395.11
41168	06/18/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	35.99
41169	06/18/2020	Verizon Wireless	3000 - Sheriff	100 General Fund	5,783.65
41169	06/18/2020	Verizon Wireless	3000 - Sheriff	200 Financial Crimes Unit	264.91
41169	06/18/2020	Verizon Wireless	3000 - Sheriff	202 HIDTA	113.36
41169	06/18/2020	Verizon Wireless	3000 - Sheriff	205 Sheriff Law Enforcement (RI	581.95
41170	06/18/2020	W W Grainger Inc	5000 - Health Dept	532 COVID-19 CDC	3,485.14
41171	06/18/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	438.39
41171	06/18/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	424.45
41172	06/18/2020	WEST Consultants, Inc.	4110 - Engineering & Natural Resources	258 Recharge & Monitoring Proj	66,808.78
41173	06/18/2020	Western Emulsion, Inc	4010 - Highway Dept Administration	251 Highway Fund	34,927.68
41174	06/18/2020	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	812.00
41175	06/18/2020	Wick Communications	0700 - Clerk of the Superior Court	100 General Fund	58.76
41176	06/18/2020	Wick Communications	2200 - Human Resources	100 General Fund	1,442.35
41177	06/18/2020	Wick Communications	0200 - Treasurer	100 General Fund	997.63
41178	06/18/2020	WIST Office Products Co	0600 - County Attorney	100 General Fund	411.96
41179	06/18/2020	Chiricahua Community Health Centers, INC	1220 - Juvenile Detention	100 General Fund	45.79

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41180	06/18/2020	Clemson, Lyle	4010 - Highway Dept Administration	251 Highway Fund	100.00
41181	06/18/2020	Jones, Dale	4010 - Highway Dept Administration	251 Highway Fund	100.00
41182	06/18/2020	Larimer, Carl	3000 - Sheriff	100 General Fund	700.00
41183	06/18/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,470.00
41184	06/18/2020	Traywick, Catherine Lynn	0200 - Treasurer	100 General Fund	582.65
41185	06/18/2020	April Bartol	0920 - Justice Court 2	100 General Fund	750.00
41186	06/18/2020	Center for Academic Success	0950 - Justice Court 5	100 General Fund	366.00
41187	06/18/2020	c/o Saqui P. Barrow Comfort Inn	0950 - Justice Court 5	100 General Fund	192.59
41188	06/18/2020	Contreras, Traci	0950 - Justice Court 5	100 General Fund	31.00
41189	06/18/2020	Dillards	0950 - Justice Court 5	100 General Fund	3.45
41190	06/18/2020	Grajeda, Edward	0920 - Justice Court 2	100 General Fund	75.00
41191	06/18/2020	Hardeep Singh	0950 - Justice Court 5	100 General Fund	94.00
41192	06/18/2020	LARRY A LEACH	0910 - Justice Court 1	100 General Fund	100.00
41193	06/18/2020	Nicole Mosher	0950 - Justice Court 5	100 General Fund	49.00
41194	06/18/2020	Murphy, Cindy	0950 - Justice Court 5	100 General Fund	42.02
41195	06/18/2020	Christopher Portz	0950 - Justice Court 5	100 General Fund	68.17
41196	06/18/2020	Cynthia Lee Ramey	0910 - Justice Court 1	100 General Fund	1,000.00
41197	06/18/2020	Sears	0950 - Justice Court 5	100 General Fund	3.45
41198	06/18/2020	Jonathan E. Smith	0940 - Justice Court 4	100 General Fund	50.00
41199	06/18/2020	Spencers	0950 - Justice Court 5	100 General Fund	3.44
41200	06/18/2020	Target	0950 - Justice Court 5	100 General Fund	66.00
41201	06/18/2020	Two Tone Taxi	0950 - Justice Court 5	100 General Fund	26.46
41202	06/18/2020	Bianca Villacana Moreno	0920 - Justice Court 2	100 General Fund	69.00
41203	06/18/2020	Walmart	0920 - Justice Court 2	100 General Fund	140.97
41204	06/22/20	SHI International Corp	2200 - Human Resources	100 General Fund	26,354.18

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 06/23/2020

Approve Amendment #3 to Title IB Adult, Youth, and Dislocated Worker contract #DI19-002208

Submitted By: Anita Baca, Housing Authority**Department:** Housing Authority**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature
Required**# of ORIGINALS** 4
Submitted for Signature:**NAME** N/A
of PRESENTER:**TITLE** N/A
of PRESENTER:**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate**
or Basis for Support?:**Information****Agenda Item Text:**

Approve Amendment #3 to Title IB Adult, Youth, and Dislocated Worker Contract #DI19-002208 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2018 to June 30, 2021.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2018 to June 30, 2021.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

The (4) original documents should be mailed to: Cochise Private Industry Council, 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Vada Phelps. Request a fully executed original to be returned to the Board office.

Attachments

DI19-002208 A3

Attachment B PY19 Increase



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)

Cochise County Board of Supervisors
900 Carmelita Dr.
Sierra Vista, Arizona 85635

2. CONTRACT ID NUMBER

DI19-002208

3. AMENDMENT NUMBER

3

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 9.0 Manner of Financing, Paragraph 9.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

PY19/FY20 Additional Allocation TEGL 19-19			
PY	2019	AD Admin	
PY	2019	YT Admin	
PY	2019	DW Admin	
FY	2020	AD Admin	
FY	2020	DW Admin	\$316
PY	2019	Youth	
PY	2019	Adult	
FY	2020	Adult	
PY	2019	DW	
FY	2020	DW	\$2,841
PY	2019	RR	
FY	2020	RR	

This is an increase of \$3,157

The reimbursement ceiling is increased from \$4,617,920 to \$4,621,077

Attachment B. Allocation by Program and Fiscal Year, updated 5/29/2020 is revised and attached and reflects all current totals by Program and Fiscal Year.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6.
ARIZONA DEPARTMENT OF ECONOMIC SECURITY

7. NAME OF CONTRACTOR
COCHISE COUNTY BOARD OF SUPERVISORS

SIGNATURE OF AUTHORIZED INDIVIDUAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

TYPED NAME

TITLE

TITLE

DATE

DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL S OFFICE

BY:

BY:

ASSISTANT ATTORNEY GENERAL

PUBLIC AGENCY LEGAL COUNSEL

DATE:

DATE:

DI19-002208 A3

Attachment B - WIOA Title I Allocation by Program and Fiscal Year

Vendor Name: Cochise/Graham/Greenlee

Updated 5/29/2020

Contract #: DI19-002208

DI19-002208 A1

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2018	AD Admin	\$ 8,202	07/01/18	06/30/20	August 15, 2020
PY	2018	YT Admin	\$ 51,618	04/01/18	06/30/20	August 15, 2020
PY	2018	DW Admin	\$ 15,082	07/01/18	06/30/20	August 15, 2020
FY	2019	AD Admin	\$ 43,673	10/01/18	06/30/20	August 15, 2020
FY	2019	DW Admin	\$ 71,656	10/01/18	06/30/20	August 15, 2020
PY	2018	Youth	\$ 464,578	04/01/18	06/30/20	August 15, 2020
PY	2018	Adult	\$ 73,821	07/01/18	06/30/20	August 15, 2020
FY	2019	Adult	\$ 393,048	10/01/18	06/30/20	August 15, 2020
PY	2018	DW	\$ 135,741	07/01/18	06/30/20	August 15, 2020
FY	2019	DW	\$ 644,907	10/01/18	06/30/20	August 15, 2020
PY	2018	RR	\$ 18,100	07/01/18	06/30/20	August 15, 2020
FY	2019	RR	\$ 85,694	10/01/18	06/30/20	August 15, 2020
TOTAL			\$ 2,006,120			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY18/FY19 allocation is due to DES on or before 8/01/2021

DI19-002208 A1, A2, & A3

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2019	AD Admin	\$ 8,689	07/01/19	06/30/21	August 15, 2021
PY	2019	YT Admin	\$ 55,505	04/01/19	06/30/21	August 15, 2021
PY	2019	DW Admin	\$ 23,415	07/01/19	06/30/21	August 15, 2021
FY	2020	AD Admin	\$ 46,325	10/01/19	06/30/21	August 15, 2021
FY	2020	DW Admin	\$ 111,425	10/01/19	06/30/21	August 15, 2021
PY	2019	Youth	\$ 499,551	04/01/19	06/30/21	August 15, 2021
PY	2019	Adult	\$ 78,206	07/01/19	06/30/21	August 15, 2021
FY	2020	Adult	\$ 416,918	10/01/19	06/30/21	August 15, 2021
PY	2019	DW	\$ 210,747	07/01/19	06/30/21	August 15, 2021
FY	2020	DW	\$ 1,002,849	10/01/19	06/30/21	August 15, 2021
PY	2019	RR	\$ 28,100	07/01/19	06/30/21	August 15, 2021
FY	2020	RR	\$ 133,227	10/01/19	06/30/21	August 15, 2021
TOTAL			\$ 2,614,957			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY19/FY20 allocation is due to DES on or before 8/01/2022

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 06/23/2020

Approve the appointment of Ms. Maria Elizabeth Kinder to the Local Workforce Development Board

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

Approve appointment of Ms. Maria Elizabeth Kinder to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2023.

Background:

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Once approved send appointment letter with Oath of Office and Open Meeting Law requirements to:

Ms. Maria Elizabeth Kinder
 595 South Dragoon Street
 Benson, AZ 85602
 Mail Drop: 5365
 Phone: (520) 586-8356
 Cell: (520) 346-1687

Email MKinder@azdes.gov

and email a scanned copy (letter only) to Johanna Scott at jscott@cpic-cas.org

Attachments

Kinder Workforce Development Appointment Letter

Arizona@Work-Southern Arizona Workforce Development Board



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Michael Wisehart
Director

June 2, 2020

Cochise County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

To Whom It May Concern:

Please accept this letter as a recommendation for Maria Elizabeth Kinder to be considered as a representative for the Title IV, Vocational Rehabilitation program. Vocational Rehabilitation (VR) works with individuals with disabilities to help them prepare for, gain, and retain employment. It is important that a VR program representative be represented on the Board not only as a required core program partner, but as an organization to advocate for individuals with disabilities seeking employment.

Ms. Kinder has been a Vocational Rehabilitation Counselor serving clients in Tucson and is currently a Vocational Rehabilitation Supervisor for the Benson, Douglas, Nogales, Safford and Sierra Vista offices. Elizabeth has shown a strong leadership ability, excellent communication skills and a commitment to advancing the career opportunities for individuals with disabilities and developing community partnerships.

I appreciate the Board considering the appointment of Ms. Kinder to the Southeastern Arizona Local Workforce Development Board. Please contact me with any questions concerning this recommendation. I may be reached at (602) 364-2907 or email KMackey@azdes.gov.

Sincerely,

Kristen Mackey

Kristen Mackey
Program Administrator
Rehabilitation Services Administration



Southeastern Arizona Workforce Development Board

2015-2020

Member Name	Mo/Year Appointed	Service Term	Term Expiration
<i>Four Year Terms 2017 – 2023</i>			
Tim Taylor	October 2017	4 Year	6/30/2021
Steven Garate	October 2017	4 Year	6/30/2021
Tony Boone	November 2017	4 Year	6/30/2021
Brad Dale	September 2019	4 Year	6/30/2023
Maria Elizabeth Kinder	June 2020	4 Year	6/30/2024
Jelensky T. Irons	May 2020	4 Year	6/30/2024
<i>Four Year Terms 2018 – 2022</i>			
Doris Tolbert	July 2018	4 Year	6/30/2022
Jack Bauer	July 2018	4 Year	6/30/2022
Ron Curtis	July 2018	4 Year	6/30/2022
Jason Bowling	July 2018	4 Year	6/30/2022
Evonne Cummins	July 2018	4 Year	6/30/2022
Kathleen Bullock	July 2018	4 Year	6/30/2022
Matt Bolinger	Sept 2018	4 Year	6/30/2022
Mark Gallego	October 2015	4 Year	6/30/2018
Wick Lewis	December 2018	4 Year	6/30/2022
Robert Pollock	December 2019	4 Year	6/30/2023
Edward Dummitt	December 2019	4 Year	6/30/2023
Janice Lawhorn	March 2020	4 Year	6/30/2024

Public Hearings 10.
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

Franchise renewal for Naco Water Company, LLC

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: Christine Roberts **TITLE of PRESENTER:** Civil Deputy Attorney

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** 40-283

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 20-04 granting a Water Services Franchise renewal to Naco Water Company, LLC.

Background:

Naco Water Company, LLC has applied for a franchise renewal in all of Cochise County. The \$500.00 franchise fee has been paid and the Acceptance of Franchise has been signed. The Notice of Public Hearing has been published three times as required by statute. To date, there have been no letters or phone calls either for or against granting the franchise.

Department's Next Steps (if approved):

Send a copy of the recorded Resolution, Certificate of Clerk, and the minutes to Gail Spain.

Impact of NOT Approving/Alternatives:

Naco Water Company, LLC would not be able to apply for a permit to work in the county right-of-ways.

To BOS Staff: Document Disposition/Follow-Up:

Record and give recorded copy to BOS Staff for follow up.

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

Resolution
Application

RESOLUTION NO. 20 - ____
GRANTING A WATER SERVICES FRANCHISE TO
NACO WATER COMPANY, LLC

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, NACO WATER COMPANY, LLC, pursuant to Arizona Revised Statutes ("A.R.S.") § 40-283, was granted a franchise by the Board of Supervisors of Cochise County, Arizona, ("Board of Supervisors") on June 5, 1995, through Resolution No. 95-39 for the right, privilege, license, and franchise to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways, within the County, facilities for the purpose of maintaining and operating water lines and all other facilities pertinent to the transmission, delivery and sale of water for domestic and commercial consumers, as may be approved by the Arizona Corporation Commission; and

WHEREAS, On May 26, 2020, **NACO WATER COMPANY, LLC** applied and petitioned, pursuant to A.R.S. § 40-283, to the Board of Supervisors for renewal of said franchise ("Application"); and

WHEREAS, the Board of Supervisors on May 28, 2020, ordered that public notice be given, in the manner provided by A.R.S. § 40-283, of the filing of said Application and of the intention of the Board of Supervisors to grant said Application, and fixed, June 23, 2020 at 10:15 A.M. at the regular meeting place of the Board of Supervisors in the City of Bisbee, Arizona, as the time and place for the consideration of the matter; and

WHEREAS, it appears from the affidavit of publication of the Herald/Review that due and regular notice of said date, time, and place set for the consideration of such action has been published once a week for three (3) consecutive weeks prior to the said date of the hearing, to-wit: in the issues of the 3rd day of June, 2020; the 10th day of June 2020; and the 17th day of June 2020, of said newspaper, and the matter being called at 10:15 o'clock A.M., and it appearing that the Board of Supervisors has not received a petition signed by more than 50% of the qualified electors of said County asking the Board to deny said Application on or before the date set for consideration thereof; and

WHEREAS, said Application came on regularly to be heard on the 23rd day of June 2020, before the Board of Supervisors, and the Board of Supervisors considered the Application for renewal of the franchise.

NOW, THEREFORE, it being determined by the Board of Supervisors that the renewal of this franchise is regular, proper, authorized by law and in the best interest of Cochise County, and the inhabitants thereof;

NOW, THEREFORE, IT IS HEREBY ORDAINED:

1. That this Board of Supervisors of Cochise County, Arizona, acting for and on behalf of said County (the "County"), does hereby grant unto **NACO WATER COMPANY, LLC**, (hereinafter called "Grantee") for the right, privilege, license, and franchise to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways, within the County, facilities for the purpose of maintaining and operating water lines and all other facilities pertinent to the transmission, delivery and sale of water for domestic and commercial consumers, and to construct, install, maintain, and operate a sewer system and all other facilities pertinent to the transportation and disposal of sewer for domestic and commercial consumers or entities of Cochise County, exclusive of State highways and those areas within the corporate boundaries of any city or town. This grant is subject to the terms, conditions, and limitations expressed below or incorporated herein by reference.

2. The County reserves the right to impose future restrictions and limitations upon the exercise of the rights granted herein as it deems best for the public safety and welfare. The Grantee is further required to comply with all lawful applicable ordinances of Cochise County regulating the conduct of work within the public rights-of-way; as such ordinances are now enacted or may be amended or adopted from time to time.

3. The franchise granted hereby shall not be exclusive, and nothing herein shall be construed to prevent the County from granting other like or similar franchises to any other person, firm, or corporation.

4. The Grantee shall bear all expenses, including damages and compensation for the alteration of the direction, surface, grade, or alignment of a public roadway, which may arise in connection with its exercise of the rights granted herein.

5. The Grantee shall erect, construct, and maintain all facilities authorized herein

in a good and workmanlike manner and in compliance with all valid laws, ordinances, and regulations, which may be in force from time to time. All such work shall be performed in such a manner as may be necessary to avoid any unreasonable damage, disturbance, or modification to existing public rights-of-ways, including roads, streets, highways, bridges, borrow ditches or shoulders thereon.

6. The Grantee shall, immediately upon erecting, constructing, replacing or repairing its facilities, or any part thereof, at its own cost and expense, restore any effected public right-of-way, including any road, street, highway, bridge, borrow ditch or shoulder thereon, to not less than the same condition which existed prior to the Grantee's action.

7. The County does not waive or relinquish any rights it may have to the full and complete use of the public rights-of-way subject to this franchise, whether for road purposes or otherwise. In the event that the location of the Grantee's facilities may interfere or conflict with the County's use, expanded use, improvement, or maintenance of the County's rights-of-way, the County may require the Grantee to relocate, at the Grantee's expense, all facilities which give rise to such interference or conflict. The County will provide the Grantee with reasonable notice of any relocation requirement and will provide a reasonable period of time for the Grantee to perform such relocation.

8. The Grantee assumes the responsibility for all liability for any injury or damage to any person or property, or to the road and right-of-way itself, caused by or arising out of the exercise of the rights granted herein and attributable to any act or commission of the Grantee. The Grantee shall indemnify, defend and hold harmless Cochise County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature, including all costs of legal defense, arising out of the exercise of these rights which are attributed to any act or omission of the Grantee, its agents, employees, or anyone acting under its direction, control or on its behalf.

9. This franchise is granted for a term of twenty-five (25) years from the date of its authorization by the County. This franchise may not be sold, leased, assigned, or conveyed without the express consent of the County, which consent shall not be unreasonably withheld.

10. The County reserves the right to alter or amend the terms of this franchise in any manner necessary to protect the safety or welfare of the public or the public

interest. This reservation includes, but is not limited to, the authority to impose such franchise fee, rental or use payments, or other form of compensation or assessment as the County may be authorized, now or in the future, to impose under the laws of the State of Arizona.

11. This franchise may be terminated by the County in the event that the Grantee fails to comply with the terms and conditions of this franchise. The Board of Supervisors, or its designee, shall provide the Grantee with written notice of noncompliance and allow the Grantee a period of not less than thirty (30) days to remedy any breach. If the Grantee continues to fail to comply with the terms of this franchise after this notice and remedy period, the Board of Supervisors may revoke all rights granted herein and render this franchise null and void.

12. Upon termination of the franchise, whether by expiration of its term, or for cause, or by voluntary abandonment, and after written notice from the County, the Grantee shall remove all of its facilities installed pursuant to the rights granted herein within one hundred eighty (180) days of such termination, and shall repair any damages caused thereby. All such facilities which are not removed within this period shall be deemed to be abandoned and shall become the property of the County.

13. This franchise will not be effective for any purpose until the Grantee has indicated its acceptance in writing below.

14. The rights, privileges, and franchise granted herein are made pursuant to the laws of Arizona, including A.R.S. 40-283, which are incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Cochise, State of Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors on this 23rd day of June, 2020.

BOARD OF SUPERVISORS, COUNTY OF COCHISE:

Thomas E. Borer
Chairman, Board of Supervisors

Resolution No. 20-____

Granting a Water Services Franchise to Naco Water Company, LLC.

Page | 5

ATTEST:

APPROVED AS TO FORM:

Kim Lemons, CPCC,
Clerk, Board of Supervisors

Christine J. Roberts 06/23/2020

Christine J. Roberts, Esq.
Chief Civil Deputy, Cochise County Attorney

Resolution No. 20-____

Granting a Water Services Franchise to Naco Water Company, LLC.

Page | 6

ACCEPTANCE OF FRANCHISE

This is to certify that the Grantee, **NACO WATER COMPANY, LLC**, an Arizona limited liability company, has on the 1 day of June, 2020, accepted the foregoing franchise. Grantee agrees that it will be bound by, observe, and carry out the terms and conditions of such franchise.

Dated: 6/1/20

GRANTEE: NACO WATER COMPANY, LLC

Paul Kauffman

By: Paul Kauffman

Title: President

CERTIFICATE OF CLERK

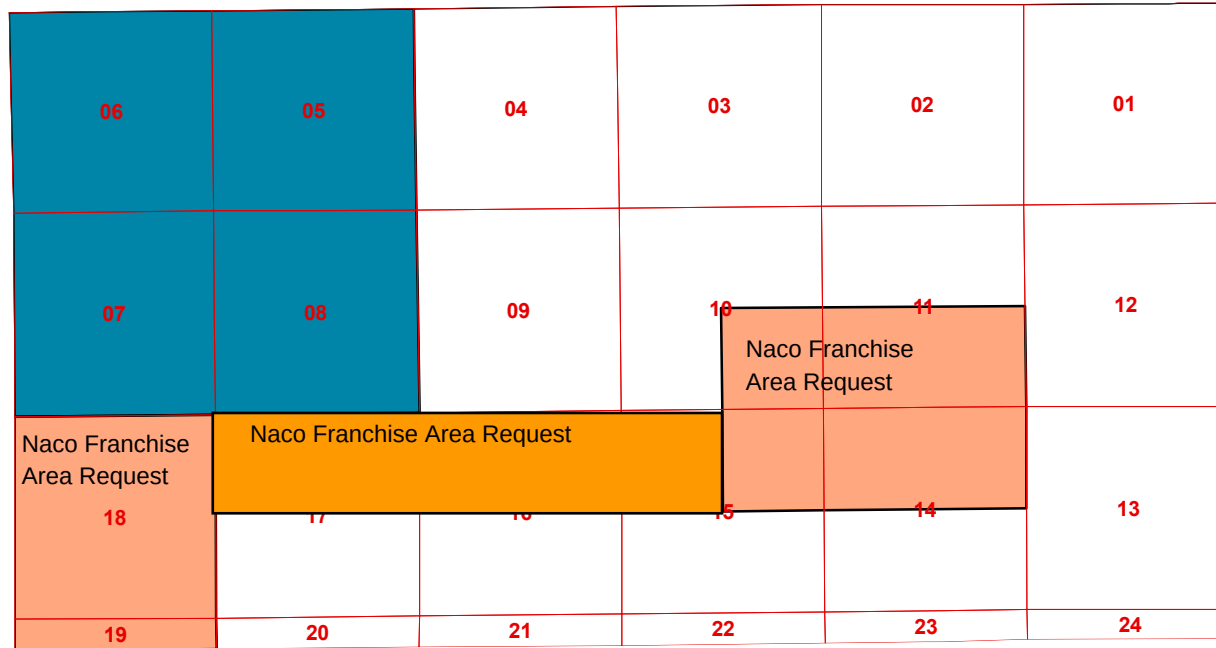
I, **Kim Lemons, CPCC**, Clerk of the Board of Supervisors of Cochise County, Arizona, do hereby certify that the foregoing excerpt from the minutes of the meeting of the Board of Supervisors of Cochise County, Arizona held on **Tuesday, June 23, 2020**, constitutes a true and correct copy of the said minutes insofar as they relate to the Application of **NACO WATER COMPANY, LLC** for renewal of a water franchise in the County and to the granting of said water franchise renewal pursuant to the resolution hereinabove set out, all as appears in the official records of the Board of Supervisors.

IN WITNESS WHEREOF, I have set my hand and official seal of the Board of Supervisors of Cochise County, Arizona this 23rd day of June, 2020.

Kim Lemons, CPCC
CLERK, BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA

Naco Water Company Franchise

RANGE 24 East



W-01445A (6)(3)

Arizona Water Company (Bisbee)



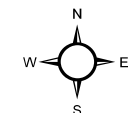
W-02860A (1)

Naco Water Company, LLC

Franchise: SE 1/4 of Sec. 10
 South 1/2 of Sec. 11
 North 1/2 of Sec. 14
 North 1/2 of Sec. 15
 North 1/2 of Sec. 16
 North 1/2 of Sec. 17
 Sec. 18
 Sec. 19

TOWNSHIP 24 South

Mexico



Prepared by:
 Arizona Corporation Commission
 Utilities Division
 Engineering Section/GIS Mapping
 602-542-4251

TR24S24E 27 JUN 1995

APPLICATION FOR FRANCHISE
COCHISE COUNTY, ARIZONA



Applicant's Name Naco Water Company, LLC

Address: PO Box 85160

City: Tucson

State: AZ

Zip: 85754

Telephone: 520-623-5172

Emergency Telephone:

Who will own and operate the system, if other than applicant:

Name

Address:

City:

State:

Zip:

Telephone:

Emergency

Telephone: Indicate the type of franchise you are applying for:

Cable TV

Electricity

Gas

Sewer

X Water

Telecommunications

Fiber Optic

Note: If you are claiming an exemption from obtaining a franchise please specify reason:

Not applicable.

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2020 MAY 26 AM 10:46

Does the applicant have an existing or proposed agreement with anyone proposing to have an ownership interest in the franchise? ☐ Yes ☒ No

If the answer is yes, please attach a statement from Corporate Council setting forth the name(s) and address(es) of the person(s) with such ownership interest, and a copy of the agreement.

What is the applicant's experience in providing service for the utility for which applicant is applying for a franchise?

Naco has been the potable water provider in this area for decades.

How many people do you anticipate serving with this utility? 320

NOTE: This Application must be accompanied by a \$500 nonrefundable Franchise Application Fee and a legal description of the boundary of the area to be served by the Franchise.

Public Hearings 11.
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

New Liquor License-Sandor Vineyards- Series 13

Submitted By: Amy Langer, Board of Supervisors

Department: Board of Supervisors

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

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

NAME Kim Lemons **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Acquisition of Control Series #13 (Farm Winery) liquor license application submitted by Mr. David James Smith for Coronado Vineyards, Inc. located at 2909 E. Country Club Drive, Willcox, AZ 85643.

Background:

Mr. David James Smith has applied for an Acquisition of Control Series #13 Farm Winery liquor license for Coronado Vineyards, Inc. located at 2909 E. Country Club Drive, Willcox, AZ 85643. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Mail/email packet to ADLLC, and a copy of letter without attachments to applicant.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 05/08/2020 @ 10:19:27 AM

Local Governing Body Report

LICENSE

Number:	13023009	Type:	013 FARM WINERY
Name:	CORONADO VINEYARDS INC		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2020
Original Issue Date:	07/14/2006		
Location:	2909 E COUNTRY CLUB DRIVE WILLCOX, AZ 85643 USA		
Mailing Address:	2909 E COUNTRY CLUB DRIVE WILLCOX, AZ 85643 USA		
Phone:	(520)384-2993		
Alt. Phone:	(602)315-9050		
Email:	CORONADOVINEYARDSAZ@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	DAVID JAMES SMITH
Gender:	Male
Correspondence Address:	2909 E COUNTRY CLUB DRIVE WILLCOX, AZ 85643 USA
Phone:	(602)315-9050
Alt. Phone:	
Email:	CORONADOVINEYARDSAZ@GMAIL.COM

OWNER

Name:	CORONADO VINEYARDS INC		
Contact Name:	DAVID JAMES SMITH		
Type:	CORPORATION		
AZ CC File Number:	12053015	State of Incorporation:	AZ
Incorporation Date:	05/31/2005		
Correspondence Address:	2909 E COUNTRY CLUB DRIVE WILLCOX, AZ 85643 USA		
Phone:	(602)315-9050		
Alt. Phone:			
Email:	CORONADOVINEYARDSAZ@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:

TWO VINES VINEYARD INC
DOAJO DAVID HICKS

Shareholder
President,Dir

100.00

CORONADO VINEYARDS INC - Shareholder

Name: TWO VINES VINEYARD INC
Contact Name: DAVID JAMES SMITH
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2909 E COUNTRY CLUB DRIVE
WILLCOX, AZ 85643
USA
Phone: (602)315-9050
Alt. Phone:
Email: CORONADOVINEYARDSAZ@GMAIL.COM

CORONADO VINEYARDS INC - President,Dir TWO VINES VINEYARD INC - Director

Name: DOAJO DAVID HICKS
Gender: Male
Correspondence Address: 2909 E COUNTRY CLUB DRIVE
WILLCOX, AZ 85643
USA
Phone: (480)334-5905
Alt. Phone:
Email: DOAJOAZ@MSN.COM

APPLICATION INFORMATION

Application Number: 109639
Application Type: Acquisition of Control
Created Date: 05/08/2020

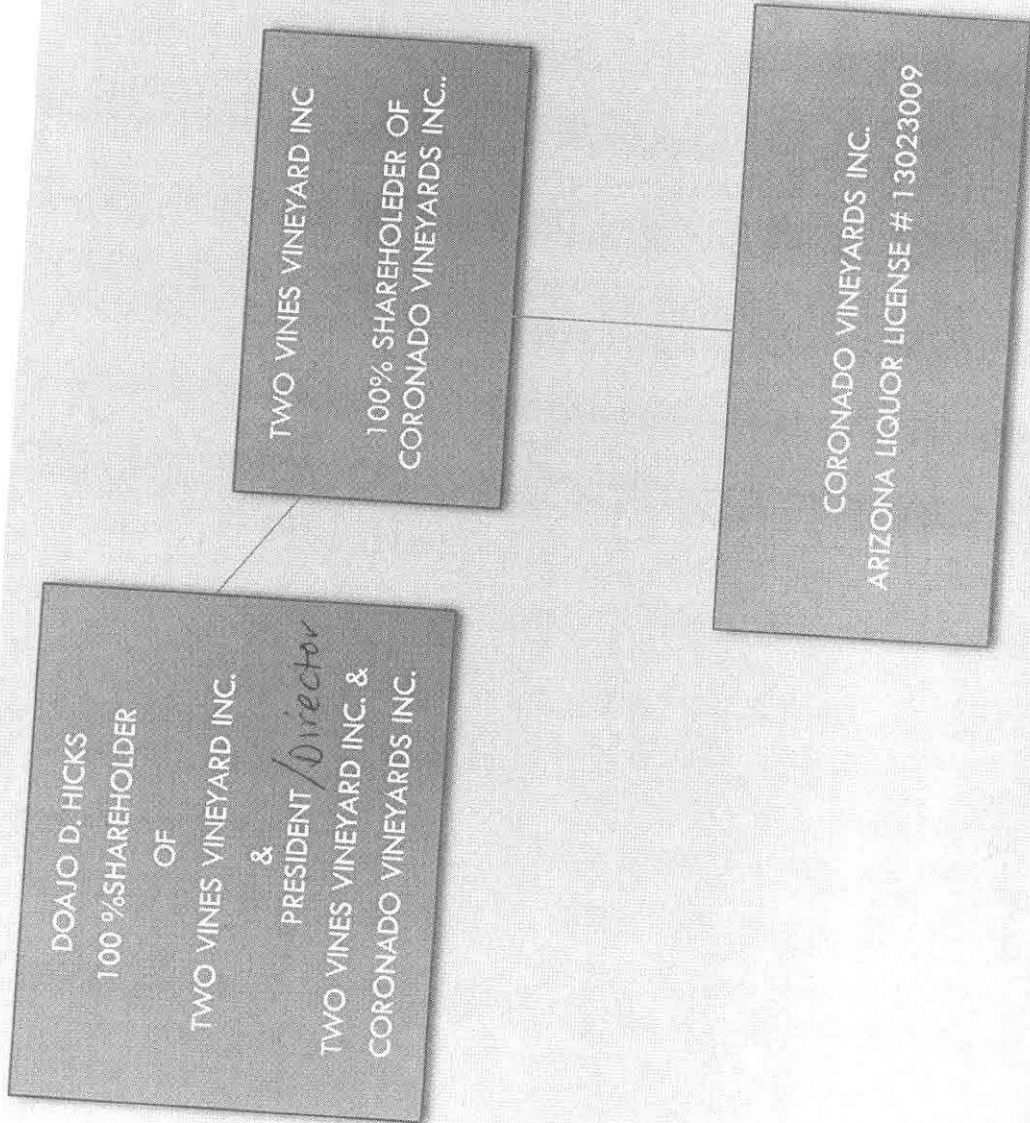
Selene

QUESTIONS & ANSWERS

013 Farm Winery

- 3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No

20 MAY 6 Lir. Lic. PM 3 50



Coronado Vineyards Inc. & Two Vines Vine Structure

20 MAY 8 Lir. Lic. PM 10:29

20 MAY 6 6:47. Lic. PM 3:50

May 6, 2020

Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007

Re: Coronado Vineyards Inc. Acquisition and Control

To Whom It May Concern,

On February 18, 2020, Two Vines Vineyard Inc., an Arizona privately-held corporation's sole shareholder, Doajo David Hicks, voted and approved the complete stock purchase of Coronado Vineyards Inc., and all of its assets, including its Arizona Liquor License # 13023009, and the vineyard in which it is located at 2909 E. Country Club Drive, Willcox, Arizona, 85643.

The aforementioned stock purchase included Jacquelyn Taylor Cook's 25%, Mark Ashley Cook's 25%, Joseph Dick Eastman's 25%, and Beth Eastman's 25% stake in Coronado Vineyards Inc.

Currently, Two Vines Vineyard Inc. is the sole shareholder of all of Coronado Vineyards Inc.'s shares. Mr. Doajo D. Hicks is the President of Coronado Vineyards Inc. Mr. Doajo D. Hicks is the sole shareholder of all Two Vines Vineyard Inc.'s shares.

Please contact me if you have any additional questions about organization structure of Coronado Vineyards and Two Vines Vineyard Inc.

Sincerely,

Doajo Hicks

Doajo D. Hicks

President

Coronado Vineyards Inc.

Two Vines Vineyard Inc.

20 MAY 8 1:47. Lic. PM 10:29



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

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

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

804.876

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

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

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

Liquor License#: 13023009/109639

1. Check the Appropriate Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Smith David James Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Sleepyeye, Min. USA Height: 72" Weight: 180 Eyes: Blue Hair: Gray
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: 1/1/
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: [REDACTED]

7. Daytime telephone number: 602-315-9050 E-mail address: Solace 829 abgma.t.com
Coronadovineyardsa2@gmail.com

8. Business Name: Coronado Vineyards, Inc. Business Phone: 520.384.2993

9. Business Location Address: 2909 E. Country Club, Wilcox, AZ. Cochise 85643
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/1996	CURRENT	President - Co-owner	Saguaro Lake Paddleboard Tours Inc.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2001	CURRENT	13202 N. Vista Del Oro, Ft. McDowell, Az. 85284

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

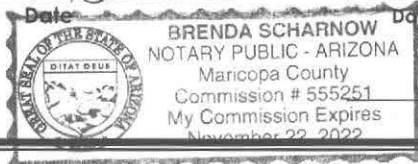
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: [Signature] State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on: Nov 22, 2022 19th Day of March, 2020
Date Day Month Year



[Signature]
Signature of Notary

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

PRINT NAME: Doajo D Hicks SIGNATURE: [Signature]



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

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

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

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

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

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

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) David James Smith

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City Sleepyeye State (or equivalent) Minnesota Country or Territory USA

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

2) Name of document: Passport US
Go to Section IV.

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

SECTION III – ALIEN STATUS DECLARATION

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

Name of document provided

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

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

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

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

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

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

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

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

Otherwise Lawfully Present

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

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

SECTION IV - DECLARATION

All applicants must complete this section.

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

David James Smith

Individual Owner/Agent Printed Name

David James Smith

Individual Owner/Agent Signature

03/27/2020

Today's Date

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

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

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

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



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

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

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

804-876

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

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

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

Liquor License#: 13023009 / 109639

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Hicks, Doajo David Birth Date: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Utah

4. Place of birth: New York, New York, USA Height: 6'6 Weight: 255 Eyes: BRO Hair: BLK

5. Name of current/most recent spouse: Hicks, Roxanne, Peterman Birth Date: [REDACTED] (NOT a public record)

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

7. Daytime telephone number: (480)334-5905 E-mail address: doajoaz@msn.com

8. Business Name: Coronado Vineyards Inc. Business Phone: 520 / 384 / 2993

9. Business Location Address: 2902 E. Country Club, Willcox, AZ, Cochise County, 85643

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
09/2019	CURRENT	General Counsel	University of La Verne, 1950 Third Street La Verne, California 91750
02/2016	09/2019	General Counsel	Dixie State University, 225 South University Ave., St. George, UT 84770
08/2013	02/2016	Deputy General Counsel	Cuyahoga Community College, 700 Carnegie Ave., Cleveland, OH 44115

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/16	CURRENT	715 MADERA PL, ST GEORGE, UT 84790
05/2008	02/2016	19413 SCOTTSDALE BLVD, SHAKER HEIGHTS, OH 44122

(ATTACH ADDITIONAL SHEET IF NECESSARY)

AMENDMENT

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

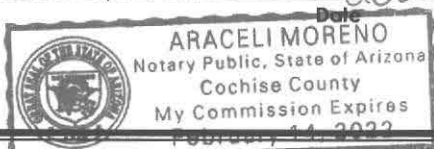
Signature: [Signature]

State of ARIZONA County of COCHISE

The foregoing instrument was acknowledged before me this

My Commission Expires on: 2-14-2022

22 Day of April, 2020
Day Month Year



[Signature]
Signature of Notary

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

PRINT NAME: DOAJO D. HICKS

SIGNATURE: [Signature]

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/2016	CURRENT	715 Madera Place, St. George, Utah 84790
06/2008	02/2016	19413 Scottsdale Blvd, Shaker Heights, Ohio 44122

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: [Signature]

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

My Commission Expires on: 2-14-2022

20 Day of March, 2020
Day Month Year



ARACELI MORENO
Notary Public, State of Arizona
Cochise County
My Commission Expires
February 14, 2022

[Signature]
Signature of Notary

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

PRINT NAME: Doajo David Hicks

SIGNATURE: [Signature]



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

AFFIDAVIT OF POSTING

Date of Posting: 5/29/2020 Date of Posting Removal: 6/18/2020

Applicant's Name: SMITH DAVID JAMES
Last First Middle

Business Address: 2909 E COUNTRY CLUB DR. WILLCOX 85643
Street City Zip

License #: 13023009

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

CHRIS Saylor CORE COMPLIANCE 520 803 3963
Print Name of City/County Official Title Phone Number

[Signature] 6-18-20
Signature Date Signed

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

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: 5-29-2020

Application for a license to sell alcoholic beverages
is being filed by: County Board of Supervisors
for the County of King State of Washington

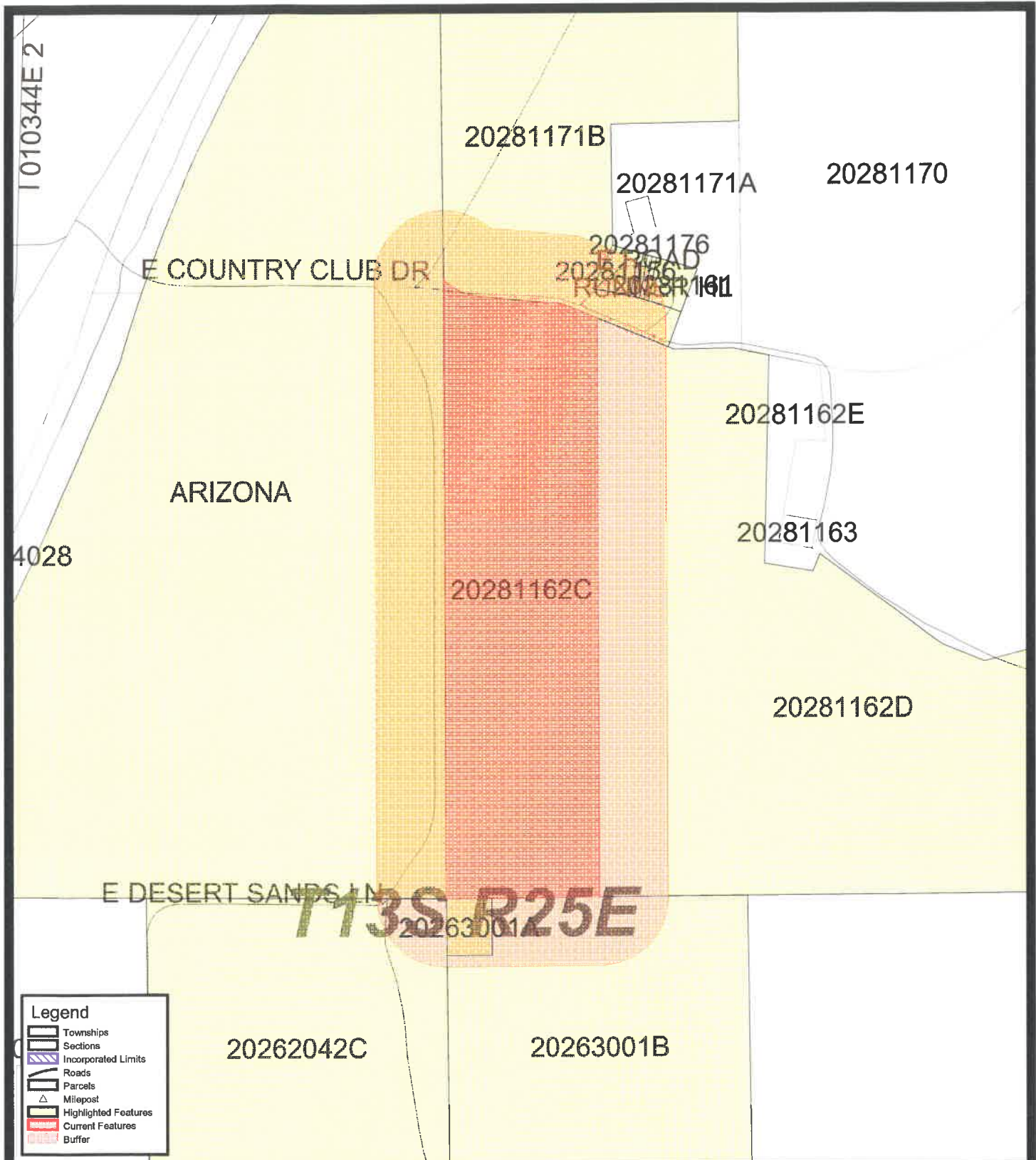
Residing at: 11111 1st Avenue, NE, Seattle, WA 98101
The Board of Supervisors is hereby certifying that the
applicant meets the requirements of the laws of the State of Washington.

Being a duly qualified person to sell alcoholic beverages
in the County of King, Washington, and the Board of Supervisors
is hereby certifying that the applicant meets the requirements
of the laws of the State of Washington.

Witness my hand and the seal of the County of King
this 29th day of May, 2020.



05/29/2020



202-81-162C Liquor License Posting

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 598'

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: David James Smith Address: 2909 E Country Club Drive
Business Name: Coronado Vineyards, Inc City/Zip: Willcox, AZ 85643
Liquor License #: 13023009 Parcel #: 202-81-162C
Ownership Type: Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): Doajo David Hicks, President / Director

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

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

Name: Michael McGee Title: EHS III
Signature:  Date: 5/19/20
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: _____

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

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

APPLICANT INFORMATION

Applicant Name: David James Smith Address: 2909 E Country Club Drive
Business Name: Coronado Vineyards, Inc City/Zip: Willcox, AZ 85643
Liquor License #: 13023009 Parcel #: 202-81-162C
Ownership Type: Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): Doajo David Hicks, President/Director

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Use permitted by P&Z? Y ☐ N ☒

Date Permit Issued: N/A

If use not permitted, is it LNC? Y ☐ N ☒

Zoning: RU-2, MH-36, and SR-8

Permit#: Exempt, No Permit Required

Use Permitted: Ag Processing Services, On-Site

Year LNC Established: N/A

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

Name: Dora V Amaya Title: Zoning Administrator
Signature: Dora V Amaya Date: June 3, 2020
Contact phone: 520.803.3988 Email: damaya@cochise.az.gov

Return completed form with any attachments by: _____

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: David James Smith Address: 2909 E Country Club Drive
Business Name: Coronado Vineyards, Inc City/Zip: Willcox, AZ 85643
Liquor License #: 13023009 Parcel #: 202-81-162C
Ownership Type: Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): Doajo David Hicks, President / Director

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

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

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

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Rich Morales

Title: Lieutenant

Signature: 

Date: 05/21/2020

Contact phone: (520) 805-5672

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by: _____

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: David James Smith Address: 2909 E Country Club Drive
Business Name: Coronado Vineyards, Inc City/Zip: Willcox, AZ 85643
Liquor License #: 13023009 Parcel #: 202-81-162C
Ownership Type: Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): Doajo David Hicks, President / Director

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 05/19/2020
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: _____

Add To List

Full Year

Interest Date: 3/19/2020

As Of Date: 3/19/2020

Payment

pp		Acct								
Ref.	ParcelNo	#	Year	Status	Billed	Paid	Interest	Due	Owner	
	<u>20281162C4</u>		<u>2019</u>	<u>TAX</u>	<u>5,855.64</u>	<u>5,855.64</u>	<u>0.00</u>	<u>0.00</u>	<u>TWO VINES VINEYARD I</u>	
					5,855.64	5,855.64	0.00	0.00		

Development Services

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

Docket CP-20-01 (Hwy191) Minor Amendment to the Comprehensive Plan Growth Areas and Land Jurisdiction Map

Submitted By: Christine McLachlan, Development Services

Department: Development Services

Presentation: PowerPoint **Recommendation:** Approve

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

NAME Christine **TITLE** Planner II
of PRESENTER: McLachlan **of PRESENTER:**

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

Docket Number (If applicable): CP-20-01

Information

Agenda Item Text:

Adopt Resolution 20-05 to approve Docket CP-20-01 (Hwy191), a minor amendment to the Comprehensive Plan Growth Areas and Land Jurisdiction Map of Cochise County Comprehensive Plan.

Background:

The applicant (Cochise County, Planning) requests an amendment to the land use designation on all subject parcels from Rural (R) to Developing (DEV) and the land use growth area category from D to C. The area directly surrounding the site is primarily agricultural rural and sparsely developed to the east and west. Bisbee-Douglas International Airport and the Arizona State Prison Complex - Douglas are directly to the north of the corridor. Directly to the south is the northern growth boundary to the City of Douglas. The area to the south is primarily low density residential.

The state mandates that each county's Comprehensive Plan be updated at least every ten years. This is a major undertaking and while some portions of the document may change significantly, others, like the Comprehensive Plan Growth Areas and Land Jurisdiction Map have not kept pace with development. In addition, undertaking periodic minor amendments, such as CP-20-01, allows a focused examination of specific areas that would not be as feasible during a general update to the Plan. In order to keep pace with change, staff regularly reviews the Growth Area Map for consistency with growth and development that has occurred or could be reasonably expected to occur in the near-term. A staff-initiated land use map change can reduce some regulatory barriers that could otherwise discourage growth and development. This area, and the individual parcels within, were selected due to the presence of several key indicators that change may be warranted and beneficial. This includes the following:

- Recent developer inquiries, like rezoning or special use requests
- Presence of large, undeveloped areas
- Proximity to incorporated areas and urban services
- Highway access and/or major roadway intersections
- Airport access
- Major employer presence
- Proximity to International ports of entry

- Availability of geographical-development incentives (such as opportunity zones and foreign trade zones)

The combination of these factors, along with the possible addition of another future port of entry, suggests this is an area that is likely to receive redevelopment interest and could benefit from the proposed land use map amendment.

Department's Next Steps (if approved):

The land use the plan designation of 1,977 acres subject to this Resolution and as indicated in "Exhibit A" will change from "Rural" to "Developing" and to change the plan growth area category from "D" to "C" on the land use growth areas and land jurisdiction map of the Comprehensive Plan.

Impact of NOT Approving/Alternatives:

The current land use designation and category will remain unchanged and the Comprehensive Plan Growth Areas and Land Jurisdiction Map of the Cochise County Comprehensive Plan will not be amended.

To BOS Staff: Document Disposition/Follow-Up:

Sign and record resolution and provide a copy to Development Services

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

Staff Memo

Resolution

Staff Presentation



Cochise County

Community Development

Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Board of Supervisors
FROM: Christine McLachlan, AICP, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket CP-20-01 (Minor Comprehensive Plan Amendment, Hwy191)
DATE: June 11, 2020 for the June 23, 2020 Meeting

APPLICATION FOR A COMPREHENSIVE PLAN MAP AMENDMENT

This is a County-initiated request for a Comprehensive Plan map amendment. The request consists of twenty (20) subject parcels that are generally located northwest of the City of Douglas between mileposts 1 and 3 along Highway 191. Subject parcels include the following: APN 407-54-007, APN 407-54-006, APN 407-34-034 (48.5 acre portion adjacent to or encompassed by amendment area limits), APN 407-83-001, APN 407-34-075, APN 407-34-014, APN 407-34-051D, APN 407-34-046, APN 407-34-001B, APN 407-83-008C, APN 407-83-007, APN 407-54-005A, APN 407-34-016 (96 acre portion west of APN 407-34-034), APN 407-34-047, APN 407-34-045B, APN 407-34-050, APN 407-34-004, APN 407-34-005, APN 407-34-037, APN 407-54-005B. The parcels subject to this amendment total 1,972 acres. They are further described as being situated in Section 15 of Township 23 South and Range 27 East, in unincorporated Cochise County, Arizona. The request is to amend the growth area category from "D" to "C" and the land use designation from Rural to Developing on all parcels previously mentioned. This is a County-initiated request, consequently, the applicant is Cochise County, Planning.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	See Table 1
Zoning:	RU-4 (Rural District, one dwelling per 4-acres)
Current Growth Area:	D- Rural Areas
Proposed Growth Area:	C- Rural Community Areas
Current Plan Designation:	Rural
Proposed Plan Designation:	Developing (DEV)
Area Plan:	None
Existing Uses:	See Table 1
Proposed Uses:	No changes

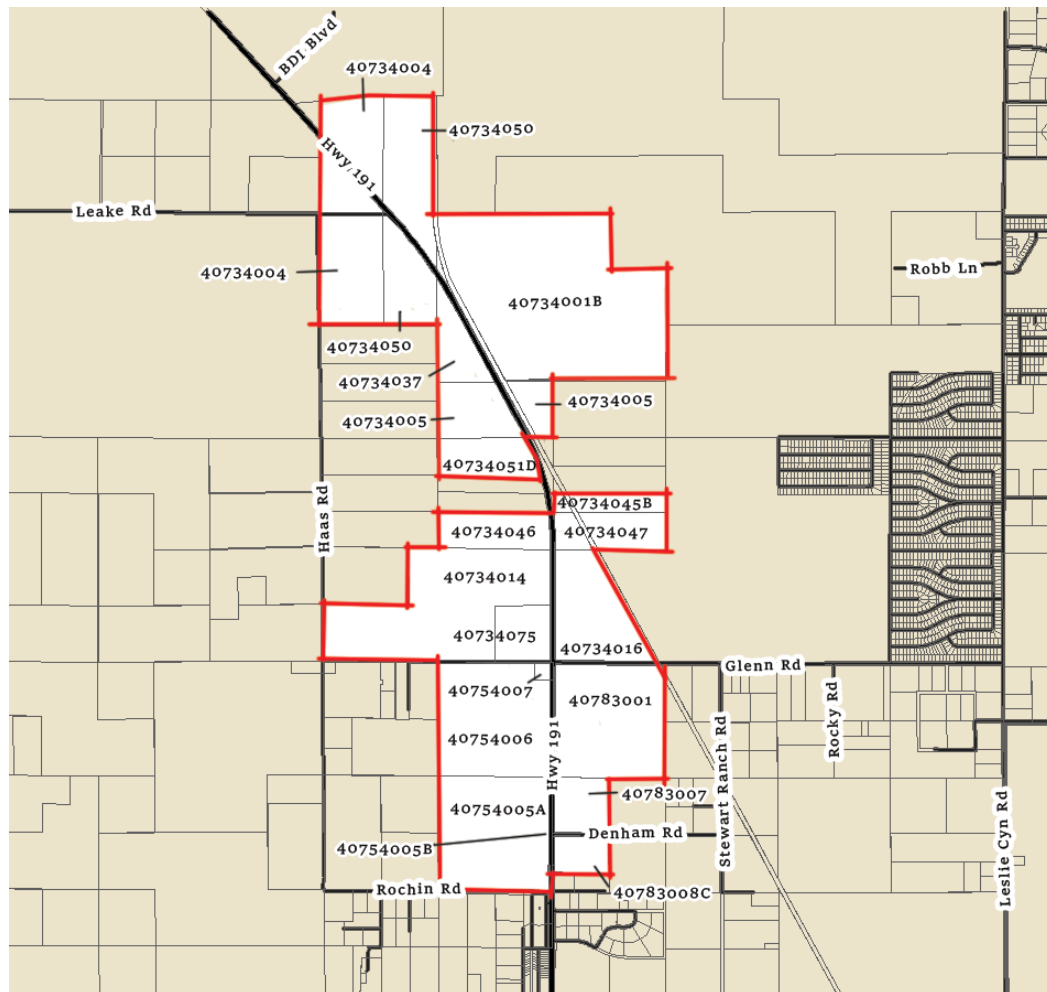
Planning, Zoning and Building Safety

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Table 1: Existing and Proposed Land Use Growth Area and Designation, Location, Acreage and Current Use

Parcel Number	Existing Growth Area Category	Proposed Growth Area Category	Existing Land Use Designation	Proposed Land Use Designation	Major Streets and Street Intersections	Acreage	Current Use
40754007	D	C	Rural	Dev	Hwy 191 and Denham Rd	4.00	Single Family Residential
40754006	D	C	Rural	Dev	Access to Hwy 191 and Glenn Rd	161.43	Single Family Residential and Ag/Vacant
40734034	D	C	Rural	Dev	County ROW	48.5 ⁽¹⁾	Ag/Vacant Land/Non-Profit
40783001	D	C	Rural	Dev	Hwy 191 and Glenn Rd	156.49	Ag/Vacant Land/Non-Profit
40734075	D	C	Rural	Dev	Hwy 191 and Glenn Rd	39.98	Ag/Vacant Land/Non-Profit
40734014	D	C	Rural	Dev	Access to Hwy 191 and Glenn	227.26	Ag/Vacant Land/Non-Profit
40734051D	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	48.83	Ag/Vacant Land/Non-Profit
40734046	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	52.79	Ag/Vacant Land/Non-Profit
40734001B	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	390.58	Ag/Vacant Land/Non-Profit
40783008C	D	C	Rural	Dev	Hwy 191 and Denham Rd	26.36	Ag/Vacant Land/Non-Profit
40783007	D	C	Rural	Dev	Hwy 191 and Glenn Rd	39.62	Ag/Vacant Land/Non-Profit
40754005A	D	C	Rural	Dev	Hwy 191 and Denham Rd	165.94	Ag/Vacant Land/Non-Profit
40754005B	D	C	Rural	Dev	Hwy 191 and Denham Rd	0.17	Ag/Vacant Land/Non-Profit
40734016	D	C	Rural	Dev	Hwy 191 and Glenn Rd	96.00 ⁽²⁾	Ag/Vacant Land/Non-Profit
40734047	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	49.85	Ag/Vacant Land/Non-Profit
40734045B	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	25.49	Ag/Vacant Land/Non-Profit
40734050	D	C	Rural	Dev	Hwy 191 and Leake Rd	144.78	Single Family Residential and Ag/Vacant
40734004	D	C	Rural	Dev	Hwy 191 and Leake Rd	179.57	Ag/Vacant Land/Non-Profit
40734005	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	76.03	Ag/Vacant Land/Non-Profit
40734037	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	39.33	Ag/Vacant Land/Non-Profit ⁽³⁾

¹ Only includes 48.5 acre portion adjacent to or encompassed by amendment area limits² Only includes 96 acre portion of the parcel west of APN 407-34-034³ Subject to Docket Z-20-06 (Panesar)

Subject Parcels Map

II. NATURE OF REQUEST

The applicant (Cochise County, Planning) requests amending the land use designation on all subject parcels from Rural (R) to Developing (DEV) and the land use growth area category from D to C. The area directly surrounding the site is primarily agricultural rural and sparsely developed to the east and west. Bisbee-Douglas International Airport and the Arizona State Prison Complex- Douglas are directly to the north of the corridor. Directly to the south is the northern growth boundary to the City of Douglas. The area to the south is primarily low density residential.

The state mandates that each county's Comprehensive Plan be updated at least every ten years. This is a major undertaking and while some portions of the document may change significantly, others, like the Comprehensive Plan Growth Areas and Land Jurisdiction Map have not kept pace with development. In addition, undertaking periodic minor amendments, such as CP-20-01, allows a focused examination of specific areas that would not be as feasible during a general update to the Plan. In order to keep pace with change, staff regularly reviews the Growth Area Map for consistency with growth and development that has occurred or could be reasonably expected to occur in the near-term. A staff-initiated land use map change can reduce some regulatory barriers that could otherwise discourage growth and development.

This area and the individual parcels within were selected due to the presence of several key indicators that change may be warranted and beneficial. This includes the following:

- Recent developer inquiries, like rezoning or special use requests
- Presence of large, undeveloped areas
- Proximity to incorporated areas and urban services
- Highway access and/or major roadway intersections
- Airport access
- Major employer presence
- Proximity to International ports of entry
- Availability of geographically-development incentives (such as opportunity zones and foreign trade zones)

The combination of these factors, along with the possible addition of another future port of entry, suggests this is an area that is likely to receive redevelopment interest and could benefit from the proposed land use map amendment.

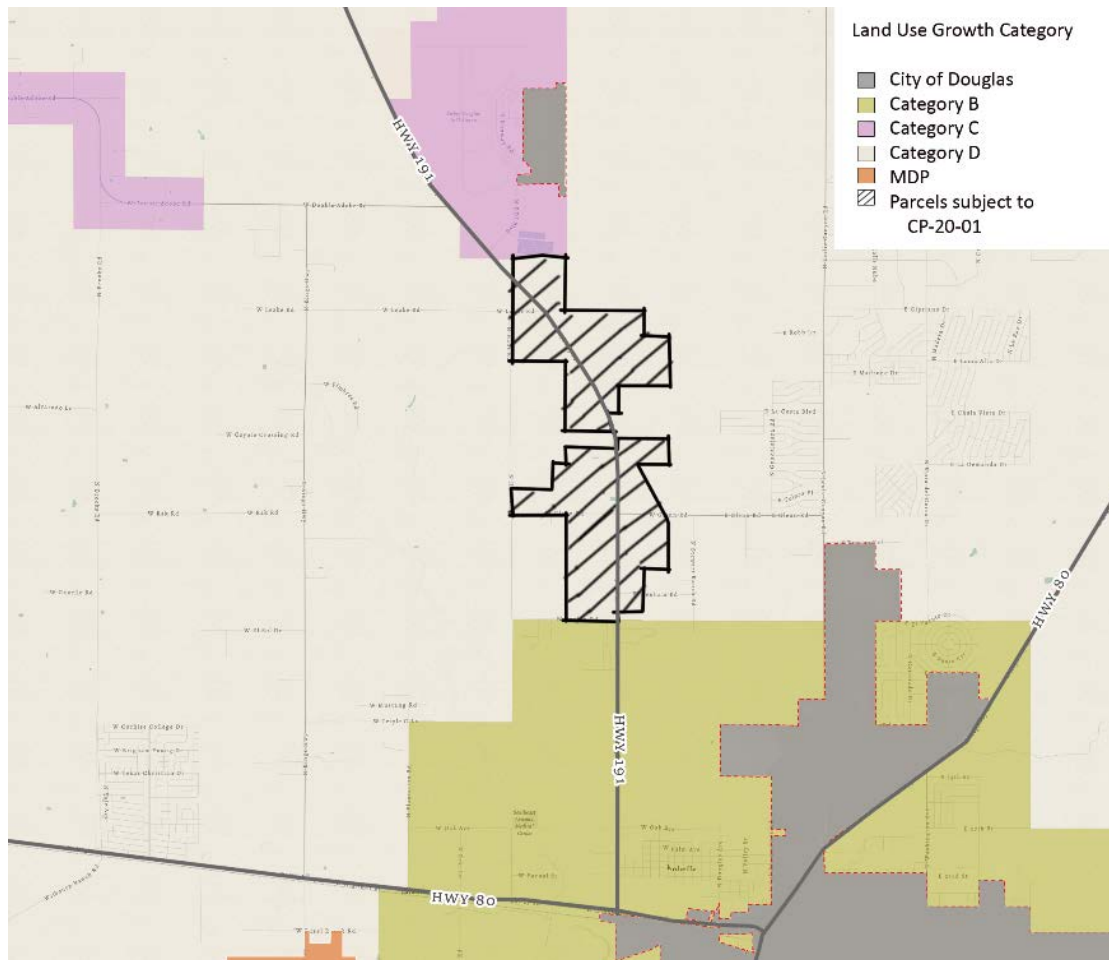
IV. ANALYSIS OF LAND USE MAP AMENDMENT (MINOR) IMPACTS

Compliance with Land Use Amendment Criteria

The Comprehensive Plan Growth Area Categories and Designations within the Cochise County Comprehensive Plan ("Plan") are designed to provide a measure of protection to the existing character of an area. The Plan may be amended, by minor or major amendment, by interested parties from time to time. An amendment is considered "major" if it results in a substantial alteration of the County's land use mixture or balance. However, because the proposed amendment falls below the threshold for a major amendment, it is a minor amendment.

Section 302A.2. of the Comprehensive Plan provides six criteria used to consider a change in a Plan Designation. All six of the criteria are applicable to this request. The request fully complies with five of the six factors.

Current Land Use Map



1. The Pattern of Growth No Longer Reflects the Type of Growth Expected in the Current Designation - Complies

There are four land use categories and seven land use designations within the Comprehensive Plan.

EXISTING: Rural Designation, "D" Category

All twenty subject parcels carry the Rural (R) designation. According to the Plan, this designation is intended for areas "identified as those remaining lands in Category D Rural Areas that are not designated Rural Residential. They are identified by one or more of the following characteristics: sparsely populated; larger lot sizes, agricultural production or grazing, availability of sites large enough for intensive industrial uses that cannot be accommodated in other growth areas, large expanses of private and public lands, and/or have developed and un-developed recreational resources."

In addition, all subject parcels are within Category D - Rural Areas. As stated in the Plan, "This category includes the outlying rural areas between cities and unincorporated communities and characterized by a low rate of growth; unimproved roads; low density, large lot rural residential development; agricultural production; and large tracts of undeveloped private and public lands. Non-residential development is geared toward providing local services, tourism or intensive uses that are not appropriate in more the densely populated parts of the county, such as power plants and feedlots."

PROPOSED: Developing Designation, "C" Category

The proposed designation of "Developing," is described by the Plan as follows: "The "Developing" (DEV) plan

designation is used to describe areas experiencing non-rural growth rates that are developed with scattered, mixed residential, business or industrial and agriculture-related uses and that ultimately will accommodate future growth as the more populated areas reach build-out. Since these areas are assumed to be in transition, the Planning Department will periodically re-evaluate these areas to determine if the rate of new development warrants a new designation or growth area that is either more or less intense. The Developing designation may occur in Growth Category A, B, and C Areas that do not meet the criteria of the other designations.”

Category C – Rural Community Areas is proposed for all subject parcels. This category is described by the Plan as “This category includes less populated rural communities that are characterized by a slow rate of growth and the desire to maintain the existing neighborhood or rural atmosphere. These areas are generally found as small clusters of residential and non-residential development adjacent to agricultural production areas. Non-residential enterprises generally serve or coincide with local agricultural, ranching or tourist activities. Category C areas are often populated enough to warrant or provide a K-8 grade school. Their rural, low density, and often scenic qualities have the potential to attract future residents at a growth rate that may warrant consideration of a plan change to Category B. Category C Rural Community Areas include those areas presently identified as “Category C” and additional areas that have been determined to meet the following criteria:

- a. Residential and non-residential development is clustered in settlements on a variety of lot sizes as typified in established town sites and immediate environs.
- b. Other than arterials and collectors, roads are generally unimproved. However, increases in residential and non-residential development will likely warrant improvements, such as paving, in the future.
- c. Farming and ranching are prevalent activities adjacent to these areas.
- d. Non-residential enterprises generally serve the rural/agricultural community as well as visitors passing through if located on a major arterial road.”

In order to change the land use designation, which more directly relates to zoning and allowable uses, the land use category must also be changes. The “Developing category” is only allowed in growth categories A, B, C. Permitted zoning districts within the existing designation (Rural) and proposed designation (developing) are as follows:

Designation	Permitted Zoning Districts
Rural (existing)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 Acres, SM-174 (4-acres), SM-87 (2-acres), SR-36 Acres, SR-18 Acres, SR-10 Acres, SR-174 (4-acres), SR-87 (2-acres), HI
Developing (proposed)	RU-2, R-36, R-18, R-9, SM-87 (2-acres), SM-36, SM-18, SM-9, SR-87 (2-acres), SR-43, SR-22, SR-12, SR-8, MR-1, MR-2, NB, GB, LI, HI

The most noticeable difference between the two are the allowance of the commercial zoning of General Business (GB) and Neighborhood Business (NB) as well as Light Industrial (LI) within the Developing designation. If this amendment is approved, additional commercial development in this area could be facilitated, which is further supported by the presence of an existing highway, major employers and future port of entry expansion.

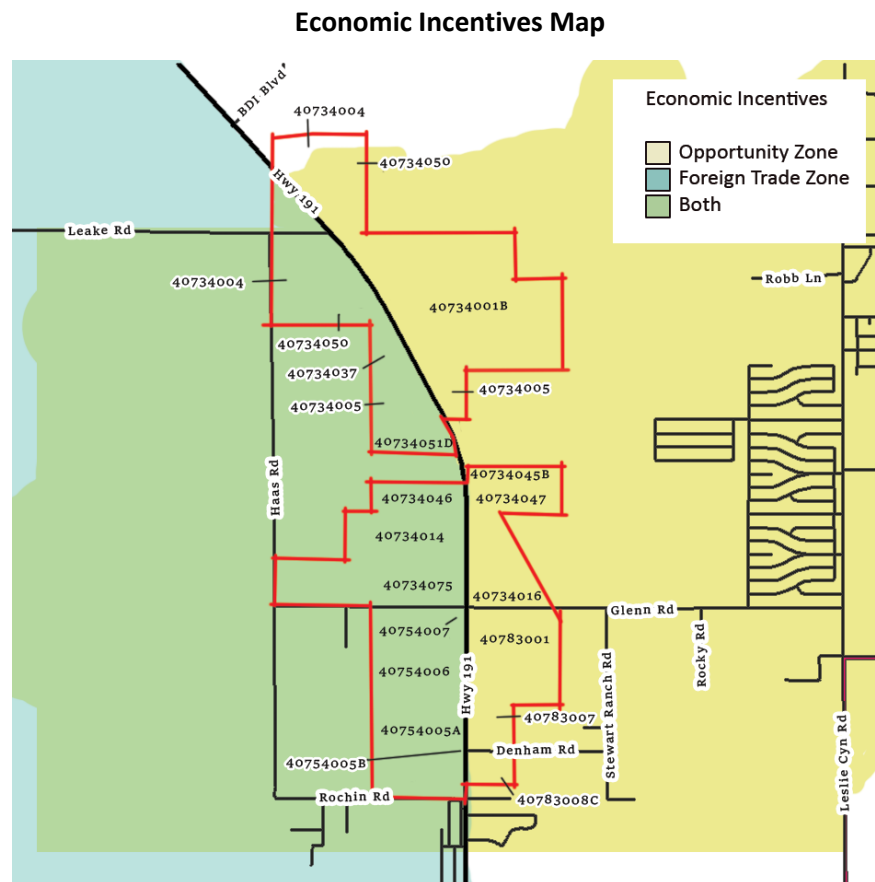
2. Substantial Changes Have Occurred in the Area – Complies

Perhaps the most significant change that could impact this area is the construction of a future port of entry in the Douglas area. While there are many uncertainties surrounding this proposal, the mere potential for such an economically important change can incentivize redevelopment. There is renewed an increased development interest

in the Highway 191 corridor. While this road does not directly connect the City to the port of entry, it would serve north-southbound traffic.

In addition, all the parcels within this docket are considered part of an opportunity zone, foreign trade zone, or both. These are valuable geographically based federal programs, that are intended to encourage investment and redevelopment. Qualified Opportunity Zones were created by the 2017 Tax Cuts and Jobs Act. These zones are designed to spur economic development and job creation in distressed communities throughout the country and U.S. possessions by providing tax benefits to investors who invest eligible capital into these communities. Taxpayers may defer tax on eligible capital gains by making an appropriate investment in a Qualified Opportunity Fund and meeting other requirements.

Within Foreign Trade Zone (FTZ), merchandise can be brought duty-free for purposes of storing, repacking, display, assembly or manufacturing. Imports may be landed and stored without full customs formalities. Arizona is the only state that provides an 80 percent reduction in real and personal property taxes for companies qualifying for FTZ or sub-zone designation. While this designation currently only applies to parcels on the western side of Highway 191, the County is currently pursuing expanding this designation to all of Cochise County.



3. The Extension of Urban Standard Facilities and Services Have Changed the Optimum Type of Appropriate Development –Complies

This criterion is intended to apply to situations where major road improvements, extensions of waste disposal systems and water service have recently occurred. In response to the proposed port of entry project, engineering consultants

from Stantec, Inc, are examining potential growth rates in the area as well as the infrastructure improvements that would be required to serve the growth and redevelopment. There are existing nearby adjacent sewer and water lines directly to the south that could be extended to the north to serve this area.

The current capacity of Highway 191, which directly connects the City of Douglas to the airport and the correctional facility to the north, indicates that non-residential development is a more optimum development type.

4. Substantial Support from Property Owners – Does Not Complies

On May 5, 2020, all property owners within 1,500 feet of the subject parcels were sent a letter with information about land use map amendment request. They were provided relevant case information, public hearing dates as well as a form in which they could indicate support or non-support of the request. In addition, a public hearing notice was provided in the Sierra Vista Herald on May 20, 2020. As of June 4, 2020, staff has received 0 letters in support and 3 letters in opposition to the request. More discussion of this item is included in Section 5 of this report.

5. Change in Developing Designation Following a Distinguishable Pattern of Development - Complies

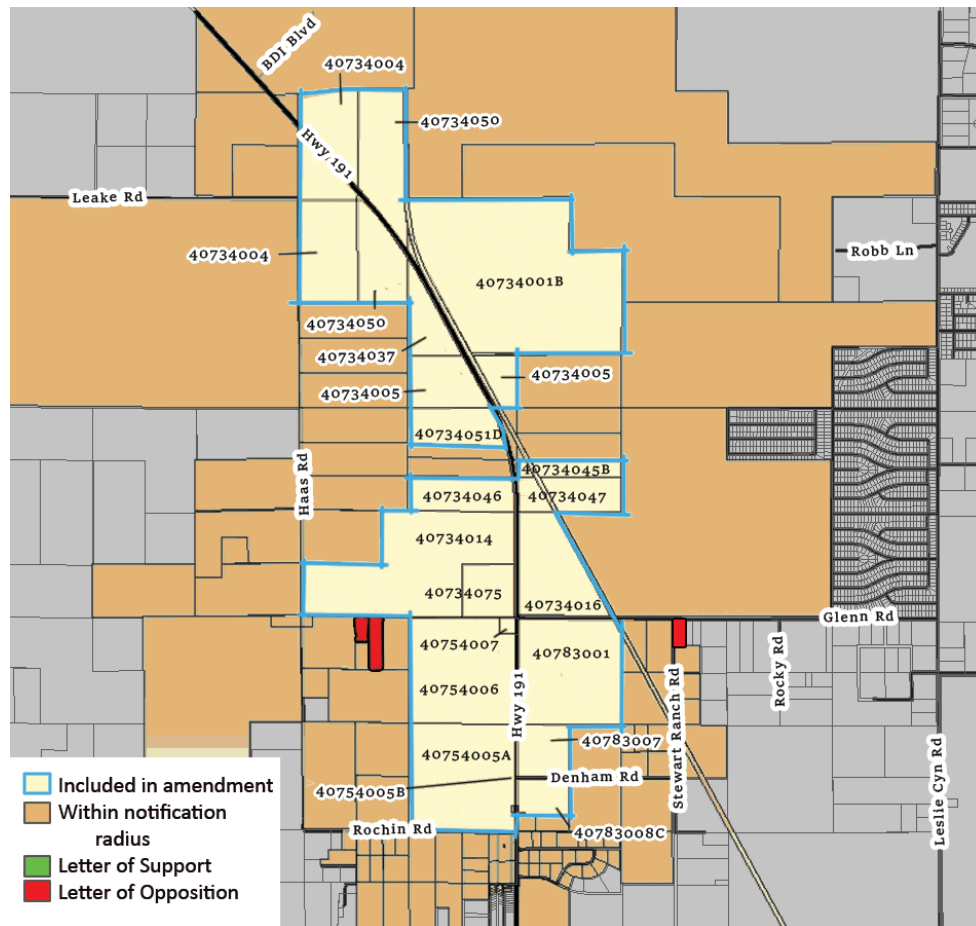
The County is currently studying the impacts of an additional port-of-entry in the Douglas area. While there is a lot that remains unknown of this federal project and beyond the control of the County, we are certain that should this project moves forward, it will have a substantial impact on the Douglas area. The proposed land use map amendment is a proactive measure intended to help this area prepare for growth and development.

6. New Designation Provides a Harmonious Transition Between Existing Designations - Complies

The proposed growth area category of “C” is a logical extension from category “B” area to the south to the category “C” area to the north. The parcels subject to this amendment are large parcels, directly adjacent to the Highway 191 corridor. The designation of the parcels subject to this amendment, therefore, would create a connection to the existing growth area categories.

The proposed land use designation of “Developing” designation is used to describe areas experiencing non-rural growth rates that are developed with scattered, mixed residential, business. This category seems both more indicative of the current development pattern and would connect the existing pattern of parcels currently designated “Developing” directly to the north and south of the parcels subject to this amendment.

Public Input Map



VI. SUMMARY AND CONCLUSIONS

The request is a County-initiated minor land use change request, amending the land use designation on all subject parcels from Rural (R) to Developing (DEV) and the land use growth area category from D to C. The request consists of twenty (20) subject parcels that are generally located northwest of the City of Douglas between mileposts 1 and 3 along Highway 191. Subject parcels include the following: APN 407-54-007, APN 407-54-006, APN 407-34-034 (48.5 acre portion adjacent to or encompassed by amendment area limits), APN 407-83-001, APN 407-34-075, APN 407-34-014, APN 407-34-051D, APN 407-34-046, APN 407-34-001B, APN 407-83-008C, APN 407-83-007, APN 407-54-005A, APN 407-34-016 (96 acre portion west of APN 407-34-034), APN 407-34-047, APN 407-34-045B, APN 407-34-050, APN 407-34-004, APN 407-34-005, APN 407-34-037, APN 407-54-005B. The parcels subject to this amendment total 1,972 acres.

Factors in Favor of Approval

1. It promotes redevelopment. This request has been initiated, in large part, to promote redevelopment of this emerging corridor along Highway 191. This docket is not a rezoning request and no changes to the zoning are proposed at this time.
2. It supports other geographically based federal incentives, such as the Opportunity Zone and Foreign Trade Zone designations. The fact that all the parcels in this amendment are eligible for this important economic development incentives suggests this area is a federal priority for redevelopment.
3. It allows the County to take a more proactive role in the development of nodes in corridors in areas of the County

that makes sense. By directly growth to areas close to municipal boundaries, the potential for urban sprawl is reduced.

4. This docket is the result of a focused analysis of the land use pattern within the Douglas area and it provides a much-needed update to the Comprehensive Plan's Growth Areas Map.
5. It satisfies the Balance of Land Use Amendment Analysis - There are six factors to consider in every land use map amendment request. There tends to be factors in favor and factors against every request, therefore all factors must be analyzed and balanced against one another when making a recommendation. Individual factors may weigh more heavily relative to others.

As previously elaborated in this memo, this request complies with five of the six land use amendment factors and eight of the fifteen rezoning factors. All noncompliance is explained in the following section. The following tables list each criterion and whether the request complies, partially complies, complies with conditions or does not comply.

6. This docket is the result of a focused analysis of the land use pattern within the Douglas area and it provides a much-needed update to the Comprehensive Plan's Growth Areas Map.

Land Use Factor Compliance Table

Criterion	Compliance	Partial Compliance	Compliance with Conditions	Non-Compliance
The Pattern of Growth No Longer Reflects the Type of Growth Expected in the Current Designation (Land Use Factor 1)	✓			
Substantial Changes Have Occurred in the Area (Land Use Factor 2)	✓			
The Extension of Urban Standard Facilities and Services Have Changed the Optimum Type of Appropriate Development (Land Use Factor 3)	✓			
Substantial Support from Property Owners (Land Use Factor 4)				✓
Change in Developing Designation Following a Distinguishable Pattern of Development (Land Use Factor 5)	✓			
New Designation Provides a Harmonious Transition Between Existing Designations (Land Use Factor 6)	✓			

Factors Against Approval

1. There were three letters of opposition received from residential landowners in the immediate areas. It is not uncommon for long-time residents to oppose change. It should be noted that no opposition was received from any of the parcels subject to this amendment and care was taken to avoid including residential parcels, where feasible, within this amendment.
2. Ideally, land use amendments to a more intense categories and designations follow recent upgrades to waste disposal/water service and/or major road improvements. There have been no recent improvements to any of

these systems. However, the County is currently studying the infrastructure needs of this general area should an additional port-of-entry be constructed in the Douglas area.

3. Non-residential development in this location result in higher traffic volumes, noise, odors and increased light levels than the existing uses. This is, in large part, because a substantial amount of the parcels are vacant/undeveloped. Any potential impacts would need to be addressed and mitigated through the development review process pending the submittal of site plans for these parcels.

VII. RECOMMENDATION

Staff recommends that the Board consider approving the minor Comprehensive Plan amendment as presented. In addition, the Planning and Zoning Commission unanimously recommended approval of the amendment on June 10, 2020. As a result, the current land use designation will be changed from to Rural (R) to Developing (DEV) and the existing growth area category from D to C on the parcels subject to this request, as noted in Table 1 of this report.

VIII. ATTACHMENTS

- A. Application and Location Map
- B. Public Comments
- C. Agency Comments



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

APPLICATION TO AMEND THE COCHISE COUNTY COMPREHENSIVE PLAN

Cochise County Development Services (Christine McLachlan, agent)
Applicant Name: _____

1415 Melody Lane, Building F
Mail Address: _____

cmclachlan@cochise.az.gov
Email Address: _____

520-432-9266
Phone Number(s): _____

see attached
Parcel Number(s): _____

see attached
Parcel Address(es): _____

Date ____/____/____ Fee Paid: Yes ____ No ____ (Payable to Cochise County Treasurer)

(Application will not be processed until fee is paid)

**FILL OUT THE REMAINDER OF THE APPLICATION - BE AS COMPLETE AS POSSIBLE -
ATTACH ADDITIONAL SHEETS IF NECESSARY**

1. Plan Amendments Proposed – If you seek a rezoning, it may require amendments to both the Cochise County Comprehensive Plan Growth Area Categories and Land Use Designations. It is advisable to work with a Planning Department staff planner to decide the necessary amendment (s).

a) Growth Area Amendment

Existing Growth Area Category See attached

Proposed Growth Area Category See attached

b) Land Use Designation Amendment

Existing Designation See attached

Proposed Designation See attached

c) Existing Zoning See attached Proposed Zoning See attached

STAFF USE ONLY

Is Growth Area/Plan Designation Compatible with proposed Zoning?

existing zoning and
uses would be
grandfathered

2. Describe the location and boundaries of the proposed Plan Amendment(s). A rezoning request may only affect one parcel. Plan amendments, however, raise larger issues such as whether or not current or future growth patterns in an area are different than those indicated by the existing Growth Category and Designation. For this reason a plan amendment may involve evaluating a larger area than a specific site for a rezoning. If this is the case, the planner may request that the Plan amendment boundaries be expanded.

A. Major Street and Street Intersections: See attached

B. Attach a map showing the boundaries of the proposed Amendment; label streets and other important landmarks such as Township, Range and Section lines.
Map Attached: Yes X No

3. **Explain the reason that the proposed Plan amendment is justified.** Growth Areas and Plan Designations are designed to give a measure of protection to the existing character of an

area; for example, requiring that only residential uses and densities or neighborhood-oriented businesses develop in existing neighborhoods. To justify an amendment, it is important to cite specific examples of

existing or future growth that do not fit with the pattern of growth implied by the existing Growth Area or Designation or to demonstrate that proposed new development is large enough to warrant a new Growth Area.
See attached

Applicant Signature: Christine McLachlan

Property Owner Signature (if not the Applicant): Not Applicable/County-initiated amendment

Print Property Owner Name: Not Applicable/County-initiated amendment

Date of signature of property owner: 4/30/2020

Parcel Information: Existing/Proposed Growth Areas, Land Use Designation, Zoning, & Major Streets

Parcel Number	Existing Growth Area Category	Proposed Growth Area Category	Existing Land Use Designation	Proposed Land Use Designation	Existing Zoning	Proposed Zoning	Major Streets and Street Intersections
40754007	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Denham Rd
40754006	D	C	Rural	Dev	RU-4	RU-4	Access to Hwy 191 and Glenn Rd
40734034	D	C	Rural	Dev	RU-4	RU-4	County ROW
40783001	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Glenn Rd
40734075	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Glenn Rd
40734014	D	C	Rural	Dev	RU-4	RU-4	Access to Hwy 191 and Glenn Rd
40734051D	D	C	Rural	Dev	RU-4	RU-4	Hwy 191, south of Leake Rd and north of Glenn Rd
40734046	D	C	Rural	Dev	RU-4	RU-4	Hwy 191, south of Leake Rd and north of Glenn Rd
40734001B	D	C	Rural	Dev	RU-4	RU-4	Hwy 191, south of Leake Rd and north of Glenn Rd
40783008C	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Denham Rd
40783007	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Glenn Rd
40754005A	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Denham Rd
40754005B	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Denham Rd
40734016	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Glenn Rd
40734047	D	C	Rural	Dev	RU-4	RU-4	Hwy 191, south of Leake Rd and north of Glenn Rd
40734045B	D	C	Rural	Dev	RU-4	RU-4	Hwy 191, south of Leake Rd and north of Glenn Rd
40734050	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Leake Rd
40734004	D	C	Rural	Dev	RU-4	RU-4	Hwy 191 and Leake Rd
40734005	D	C	Rural	Dev	RU-4	RU-4	Hwy 191, south of Leake Rd and north of Glenn Rd
40734037	D	C	Rural	Dev	RU-4	RU-4	Hwy 191, south of Leake Rd and north of Glenn Rd

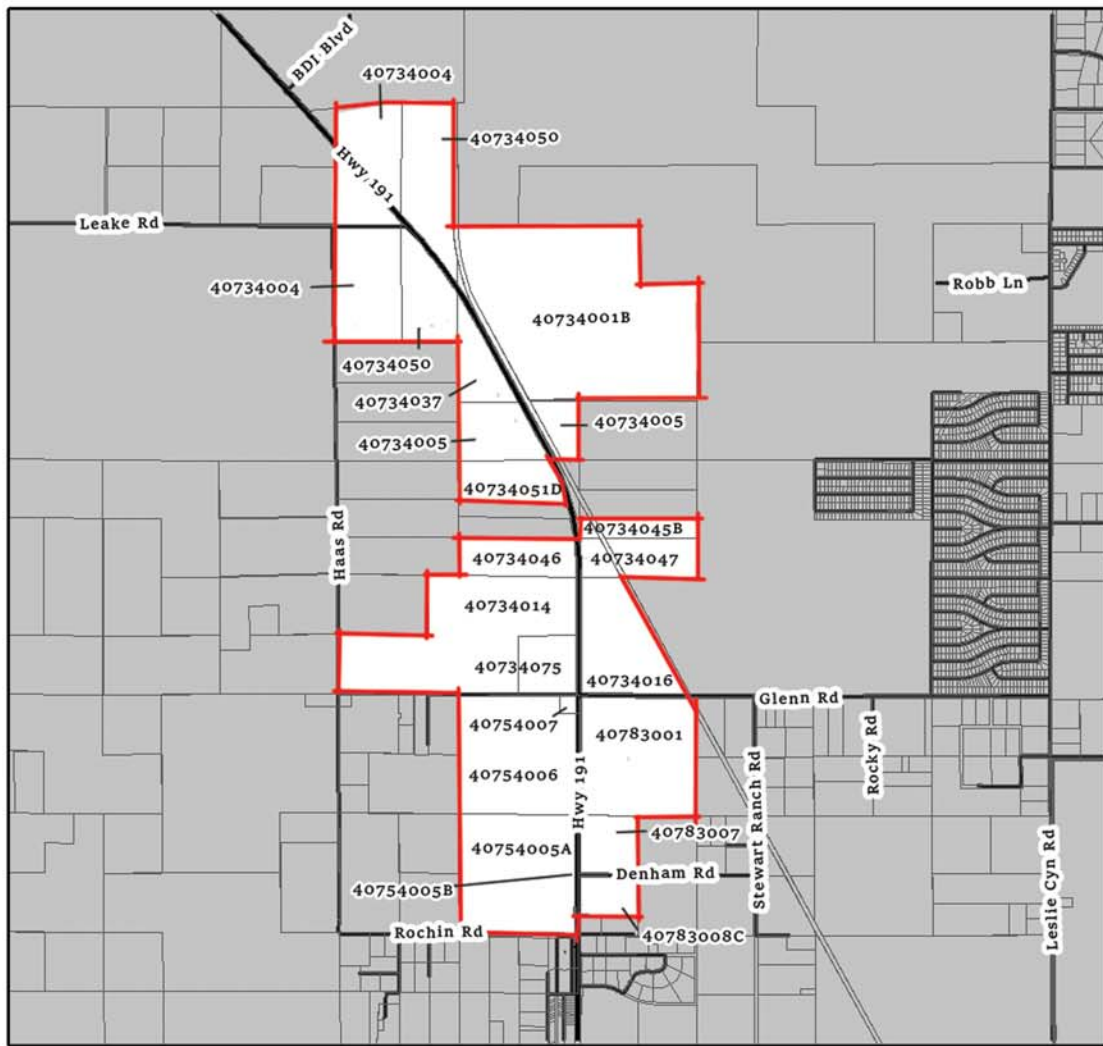
Amendment Justification

The Cochise County Growth Areas and Land Jurisdiction Map, which is included in the Comprehensive Plan, makes general recommendations on how land should be used within non-incorporated areas of the County. It is intended to be a living map that adapts to changing conditions, community goals and development opportunities, while assuring stability in non-commercial areas. In order to keep pace with change, staff regularly reviews the Growth Area Map for consistency with growth and development that has occurred or could be reasonably expected to occur in the near-term. A staff-initiated land use map change can reduce some regulatory barriers that could discourage growth and development and help facilitate beneficial change. Key indicators that a change may be warranted within a specific area include the following:

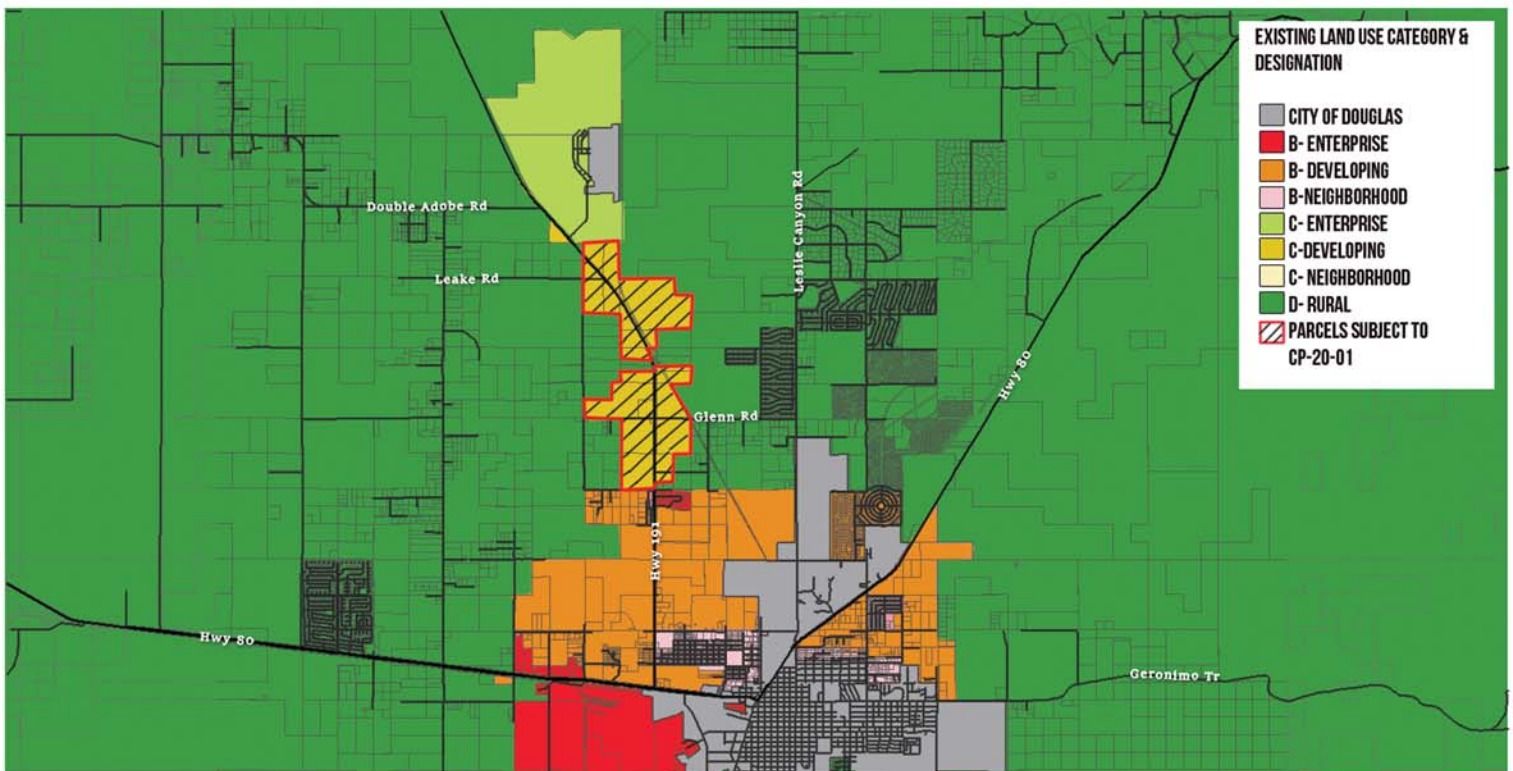
- Recent developer inquiries, like rezoning requests
- Presence of large parcels
- Proximity to incorporated areas
- Highway access and/or major intersections
- Airport access (such as Bisbee-Douglas International Airport)
- Major employer access (such as Arizona Department of Corrections)
- Geographic development incentives (such as opportunity zones, and free trade zones)
- Proximity to International Ports of Entry

One of areas of the County that would benefit from an amendment are the parcels included in CP-20-01. The parcels subject to CP-20-01 encompass most, if not all, of the key indicators listed above. This request includes 20 parcels, totally 1,972 acres, between the City of Douglas and the Bisbee-Douglas International Airport.

Parcels Included in this Amendment



Larger Context Map



CP-20-01
(Hwy 191)
PUBLIC COMMENTS



Cochise
County
MAY 18 2020
Development
Services

Comprehensive Map Amendment Docket CP-20-01 (Hwy 191)

____ YES, I SUPPORT THIS REQUEST

Please state your reasons:

☒ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

This land houses our families, children, grandkids, pets, and livestock. The last thing we need is more speeding traffic endangering lives. We don't need more trucks tearing up the roads. We don't need the traffic noise keeping us awake at night. We don't want more buildings and yards for homeless people to invade. We don't want more hitchhikers coming to our houses asking for handouts or stealing things when we are not at home.

PRINT NAME(S):

Michael W. Harrison, Kathryn M. Harrison

SIGNATURE(S):

Michael W. Harrison
Kathryn M. Harrison

YOUR TAX PARCEL NUMBER: 407-83-016A 5 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Thursday, June 4, 2020** to be included in the staff report to the Commission, and by **Thursday, June 11, 2020** to be included in the staff report to the Board of Supervisors. You may also personally make a statement at the **public hearing on June 10, 2020 for the Planning and Zoning Commission and June 23, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Christine McLachlan, AICP, Planner II
Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Cochise
County
MAY 12 2020

Development
Services

**Special Use Docket SU-20-04 and Rezoning Docket Z-20-06
(Dollar General Hereford)**

☐ **YES, I SUPPORT THIS REQUEST**

Please state your reasons:

☒ **NO, I DO NOT SUPPORT THIS REQUEST:**

Please state your reasons:

WE MOVED THERE 33 YEARS AGO BECAUSE IT WAS OUT IN THE COUNTRY AND SO WE COULD ENJOY THE SILENCE OF THE BEAUTIFUL NIGHT SKY. NOW ALL THESE NEW PEOPLE ARE MOVING OUT HERE & THEY WANT TO BRING THE CITY WITH THEM. IF THIS PASSES NOW IT IS JUST THE BEGINNING OF DEVELOPERS MAKING A LOT OF MONEY AND THAT IS ALL THEY CARE ABOUT.

(Attach additional sheets, if necessary)

PRINT NAME(S):

Jacob & Patricia A Wallick

SIGNATURE(S):

Jacob Wallick
Patricia Wallick

YOUR TAX PARCEL NUMBER: 104-77-01308 + 104-77-01327 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Monday March 23, 2020 to be included in the staff report to the Commission, and by 5 PM on Monday April 20, 2020 to be included in the staff report to the Board of Supervisors. You may also personally make a statement at the public hearing on April 8, 2020 for the Planning and Zoning Commission and May 6, 2020 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Christine McLachlan, AICP, Planner II
Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Cochise
County
MAY 19 2020
Development
Services

Comprehensive Map Amendment Docket CP-20-01 (Hwy 191)

____ YES, I SUPPORT THIS REQUEST
Please state your reasons:

X NO, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

THIS place is Quiet and peaceful. I want it
to stay that way.

(Attach additional sheets, if necessary)

PRINT NAME(S): SCOTT Burris, LISA Burris

SIGNATURE(S): Scott Burris
Lisa Burris

YOUR TAX PARCEL NUMBER: 407-54-01509
407-54-01484 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Thursday, June 4, 2020** to be included in the staff report to the Commission, and by **Thursday, June 11, 2020** to be included in the staff report to the Board of Supervisors. You may also personally make a statement at the **public hearing on June 10, 2020 for the Planning and Zoning Commission and June 23, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Christine McLachlan, AICP, Planner II
Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603



Cochise County

Community Development

Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Christine McLachlan, AICP, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket CP-20-01 (Hwy191) Agency Comments Summary
DATE: June 1, 2020 for the June 8, 2020 Meeting

DRT AND AGENCY COMMENTS DOCKET CP-20-01

On Monday, May 1, 2020, the Development Review Team for the County and relevant external agencies was transmitted case information for their review. Reviewers were given until Friday, May 22, 2020 to respond. At that time, they were notified that a failure to respond by that date would result in an automatic approval by their agency/Department. The following is a summation of all the comments that were received by that date.

Cochise County, Floodplain: No comments received.

Cochise County ROW: No comments received.

Cochise County Engineering: No comments received.

Cochise County Building: No comments received.

Cochise County Attorney's Office: No comments received.

Cochise County Environmental Health: No concerns.

Cochise County Sheriff's Office: No comments received.

Sulfur Springs Valley Electric Cooperative: No comments received.

Southwest Gas: Regarding the land use amendment along Highway 191, Southwest Gas does not contain any facilities within the parcels indicated on the attachments. We do not have any conflicts with the land amendment.

Arizona Department of Transportation: No comments received.

Arizona Game and Fish: No comments received.

National Resources Defense Council: No comments received.

Arizona Department of Environmental Quality: No comments received.

State Lands Department: No comments received.

Arizona Department of Water Resources: No comments received.

Planning, Zoning and Building Safety

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

RESOLUTION 20-__

AMENDING THE COMPREHENSIVE PLAN DESIGNATION FROM RURAL TO DEVELOPING AND THE COMPREHENSIVE GROWTH CATEGORY FROM D TO C ON THE COMPREHENSIVE PLAN GROWTH AREA AND LAND JURISDICTION MAP

WHEREAS, Arizona Revised Statutes (“A.R.S.”) §§ 11-804, *et seq.* requires the County Board of Supervisors (the “Board”) to formulate comprehensive plans for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the County; and

WHEREAS, the current comprehensive plan was re-adopted in 2015, pursuant to A.R.S. § 11-805(M), which requires the Board to re-adopt the Plan every 10 years; and

WHEREAS, the Board recognizes that plan designations can affect land use patterns and therefore, warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, A.R.S. § 11-829 allows property owners, or an authorized agent, to request amendments to the Comprehensive Plan, Area Plans and Zoning District boundaries through the Board in a public hearing; and

WHEREAS, the request to change the plan designation of 1,977 acres subject to this Resolution and as indicated in “Exhibit A” from “Rural” to “Developing” and to change the plan growth area category from “D” to “C” will support the current growth pattern and redevelopment in an area where there is the infrastructure that can support it; and

WHEREAS, the proposed changes are to select parcels identified in Comprehensive Plan Growth Areas and Land Jurisdiction Map of the Comprehensive Plan only and will not affect the general text of this document; and

WHEREAS, on June 23, 2020, the Board held a duly noticed public hearing on this proposed map amendment, attached hereto as “Exhibit A” and found it to be in the public interest.

RESOLUTION 20-____

Re: To Amend the Comprehensive Plan growth area and land jurisdiction map pursuant to Docket
CP-20-01

Page | 2

NOW, THEREFORE, BE IT RESOLVED THAT by the Board of Supervisors of Cochise County, Arizona that the Cochise County Comprehensive Plan Growth Areas and Land Jurisdiction Map shall be amended as contained in "Exhibit A," attached hereto.

PASSED AND ADOPTED by the Cochise County Board of Supervisors this 23rd day of June 2020.

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

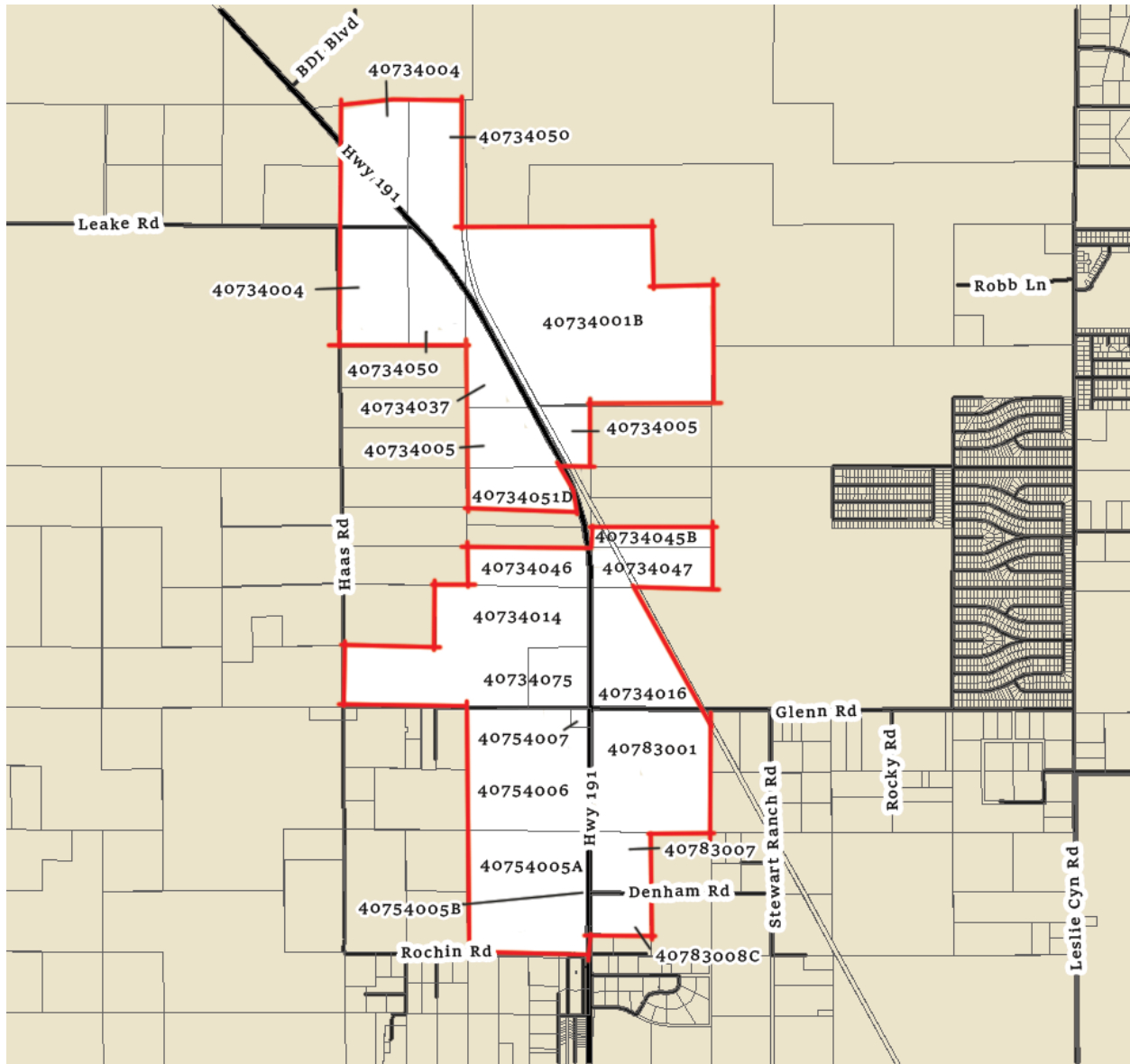
APPROVED AS TO FORM:

Kim Lemons, CPCC
Clerk of the Board

Christine J. Roberts 06/23/2020

Christine J. Roberts,
Chief Civil Deputy County Attorney

EXHIBIT "A"



Parcel Number	Existing Growth Area Category	Proposed Growth Area Category	Existing Land Use Designation	Proposed Land Use Designation	Major Streets and Street Intersections	Acreage	Current Use
40754007	D	C	Rural	Dev	Hwy 191 and Denham Rd	4.00	Single Family Residential
40754006	D	C	Rural	Dev	Access to Hwy 191 and Glenn Rd	161.43	Single Family Residential and Ag/Vacant
40734034	D	C	Rural	Dev	County ROW	48.5 ⁽¹⁾	Ag/Vacant Land/Non-Profit
40783001	D	C	Rural	Dev	Hwy 191 and Glenn Rd	156.49	Ag/Vacant Land/Non-Profit
40734075	D	C	Rural	Dev	Hwy 191 and Glenn Rd	39.98	Ag/Vacant Land/Non-Profit
40734014	D	C	Rural	Dev	Access to Hwy 191 and Glenn Rd	227.26	Ag/Vacant Land/Non-Profit
40734051D	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	48.83	Ag/Vacant Land/Non-Profit
40734046	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	52.79	Ag/Vacant Land/Non-Profit
40734001B	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	390.58	Ag/Vacant Land/Non-Profit
40783008C	D	C	Rural	Dev	Hwy 191 and Denham Rd	26.36	Ag/Vacant Land/Non-Profit
40783007	D	C	Rural	Dev	Hwy 191 and Glenn Rd	39.62	Ag/Vacant Land/Non-Profit
40754005A	D	C	Rural	Dev	Hwy 191 and Denham Rd	165.94	Ag/Vacant Land/Non-Profit
40754005B	D	C	Rural	Dev	Hwy 191 and Denham Rd	0.17	Ag/Vacant Land/Non-Profit

Parcel Number	Existing Growth Area Category	Proposed Growth Area Category	Existing Land Use Designation	Proposed Land Use Designation	Major Streets and Street Intersections	Acreage	Current Use
40734016	D	C	Rural	Dev	Hwy 191 and Glenn Rd	96.00 ⁽²⁾	Ag/Vacant Land/Non-Profit
40734047	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	49.85	Ag/Vacant Land/Non-Profit
40734045B	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	25.49	Ag/Vacant Land/Non-Profit
40734050	D	C	Rural	Dev	Hwy 191 and Leake Rd	144.78	Single Family Residential and Ag/Vacant
40734004	D	C	Rural	Dev	Hwy 191 and Leake Rd	179.57	Ag/Vacant Land/Non-Profit
40734005	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	76.03	Ag/Vacant Land/Non-Profit
40734037	D	C	Rural	Dev	Hwy 191, south of Leake Rd and north of Glenn Rd	39.33	Ag/Vacant Land/Non-Profit ⁽³⁾

¹ Only includes 48.5 acre portion adjacent to or encompassed by amendment area limits

² Only includes 96 acre portion of the parcel west of APN 407-34-034

³ Subject to Docket Z-20-06 (Panesar)

COCHISE COUNTY

CP-20-01 (Hwy191)

Minor Comprehensive Plan Map Amendment

Board of Supervisors

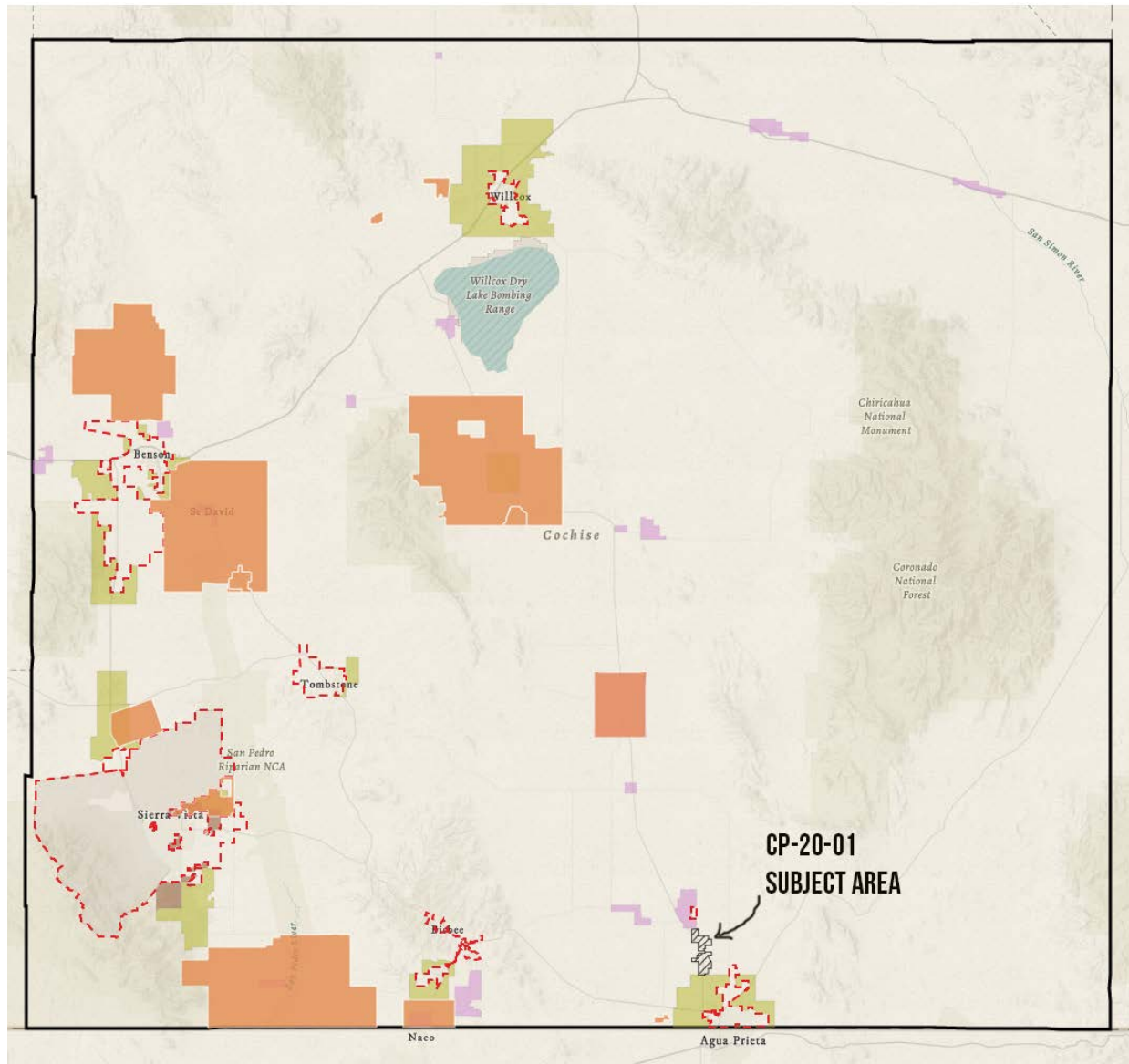
June 23, 2020

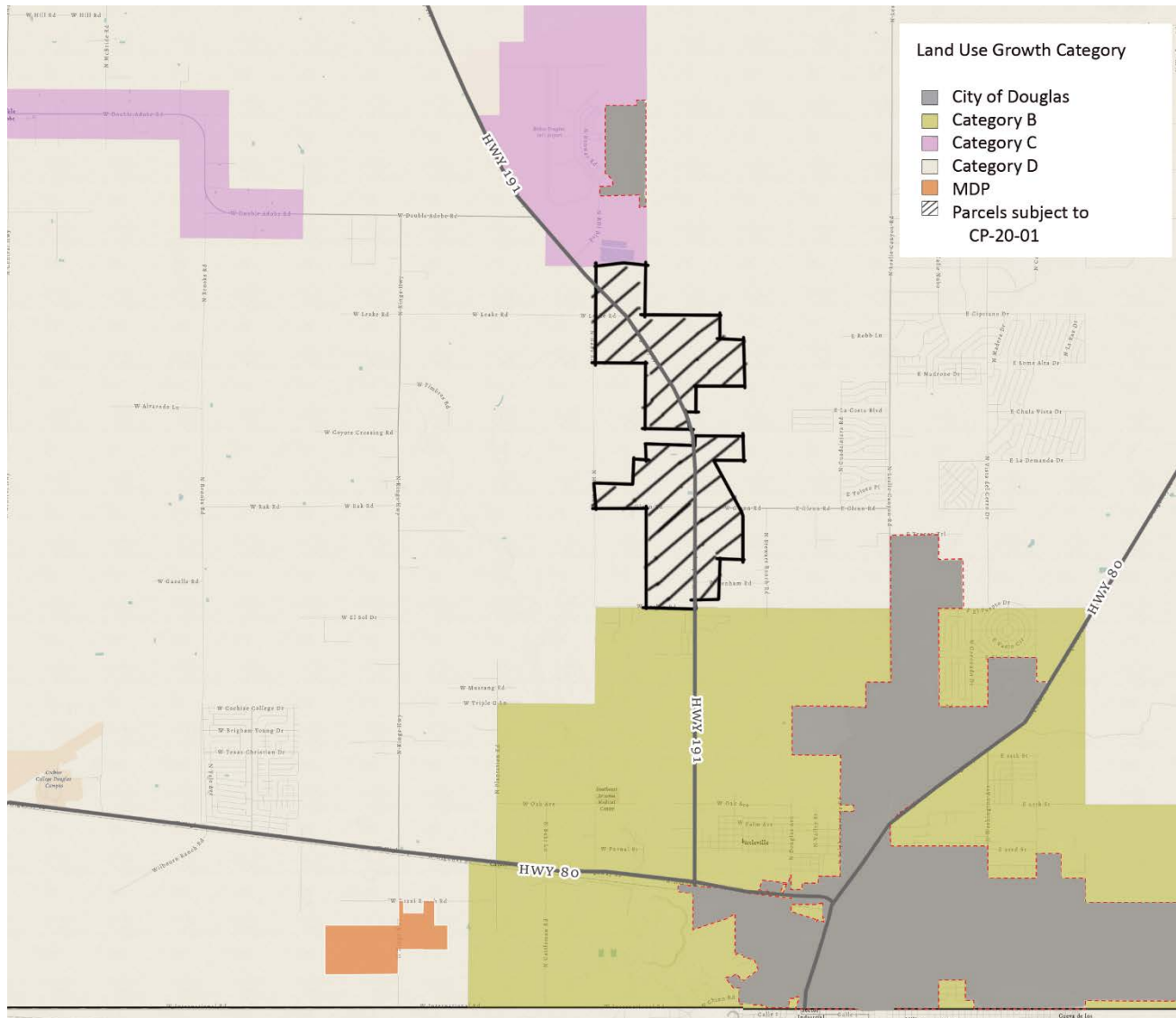


Public Programs...Personal Service

- This is a minor land use map amendment
- More specifically, the request is to amend the growth area *category* from “D” to “C” and to amend the land use *designation* from “Rural” to “Developing”
- This docket includes 20 parcels totaling 1,972 acres
- The subject parcels are generally located northwest of the City of Douglas and southeast of the Bisbee-Douglas International Airport, between mileposts 1 and 3 along Highway 191
- The Applicant is Cochise County, Planning Division

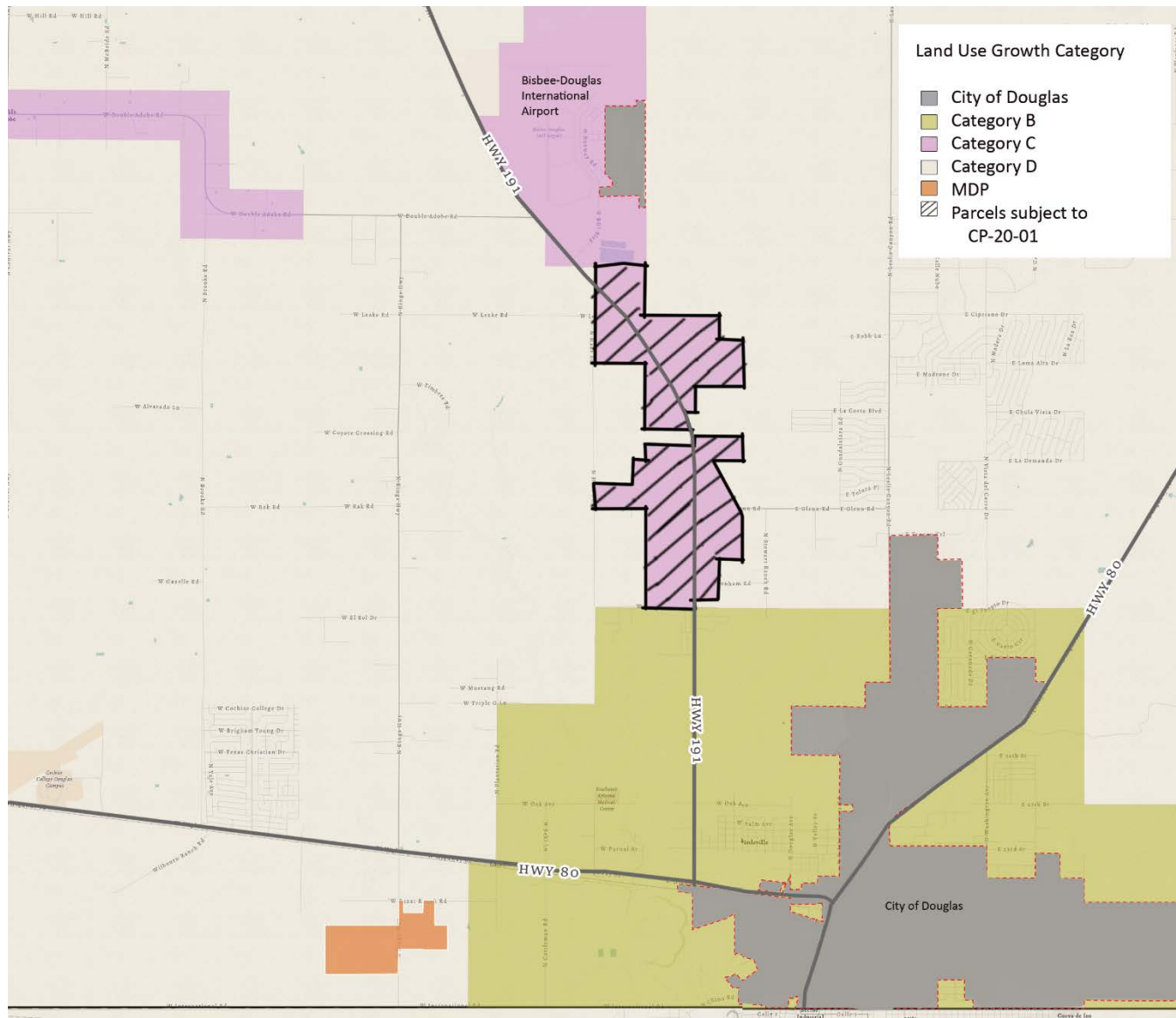






COCHISE COUNTY

Proposed Land Use



COCHISE COUNTY Differences between Category C and D

There are 4 Land Use Categories that determine which of the 7 Land Use Plan Designations are allowable

Category D (Existing)

- **Only Rural Residential and Rural Designations are allowed**

Category C (Proposed)

- **Neighborhood Conservation, Enterprise, Developing, Neighborhood Rehabilitation and Enterprise Redevelopment are allowed**



COCHISE COUNTY **Differences between Rural and Developing Designations**

Designation as it relates to Zoning and Allowable Uses

Designation	Permitted Zoning Districts
Rural (existing)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 Acres, SM-174 (4-acres), SM-87 (2-acres), SR-36 Acres, SR-18 Acres, SR-10 Acres, SR-174 (4-acres), SR-87 (2-acres), HI
Developing (proposed)	RU-2, R-36, R-18, R-9, SM-87 (2-acres), SM-36, SM-18, SM-9, SR-87 (2-acres), SR-43, SR-22, SR-12, SR-8, MR-1, MR-2, NB, GB, LI, HI

The Developing Designation permits the commercial zoning districts of GB and NB. It also allows light Industrial (LI) uses. Rezoning is still required.



Indications of development potential:

- Recent developer inquiries, like rezoning or special use requests
- Presence of large parcels, undeveloped parcels
- Common ownership
- Proximity to incorporated areas and urban services
- Highway access and/or major roadway intersections
- Airport access
- Major employer presence
- Proximity to existing and proposed international ports of entry
- Availability of geographically-development incentives (such as opportunity zones and foreign trade zones)



County-initiated action:

- **Allows a focused examination of specific areas that would otherwise be difficult during a general update**
- **Facilitates the development of cohesive nodes and corridors in areas that makes sense**
- **Pro-active versus passive role in community development**
- **First step in the development process, reduce regulatory barriers**
- **Degree of Coordination - multiple parcels and property owners affected**

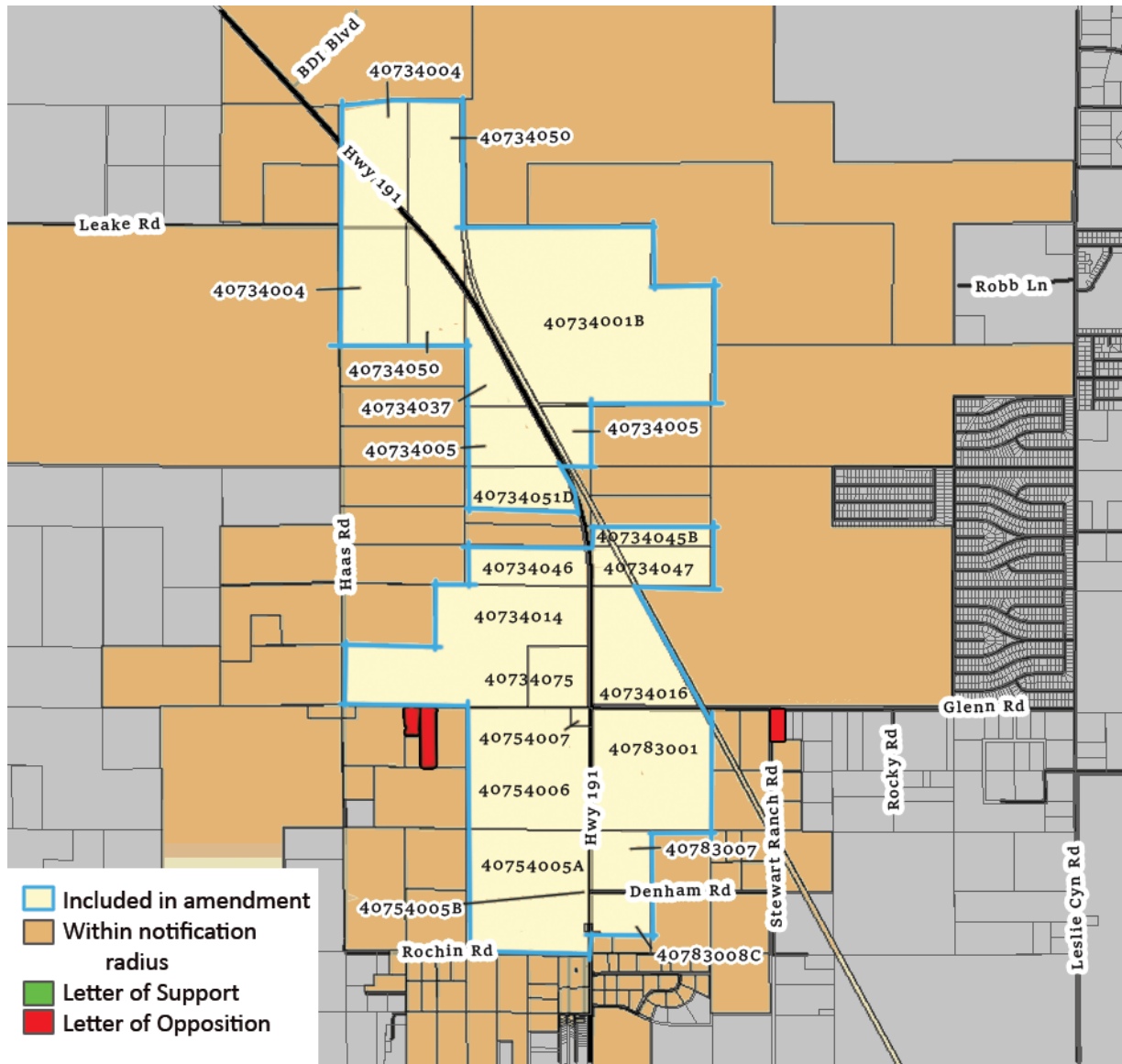


COCHISE COUNTY **Evaluation Criteria Analysis**

Criterion	Compliance	Partial Compliance	Compliance with Conditions	Non- Compliance
The Pattern of Growth No Longer Reflects the Type of Growth Expected in the Current Designation (Land Use Factor 1)	✓			
Substantial Changes Have Occurred in the Area (Land Use Factor 2)	✓			
The Extension of Urban Standard Facilities and Services Have Changed the Optimum Type of Appropriate Development (Land Use Factor 3)	✓			
Substantial Support from Property Owners (Land Use Factor 4)				✓
Change in Developing Designation Following a Distinguishable Pattern of Development (Land Use Factor 5)	✓			
New Designation Provides a Harmonious Transition Between Existing Designations (Land Use Factor 6)	✓			



COCHISE COUNTY Community Input



COCHISE COUNTY **Factors in favor of approval**

- 1. Redevelopment incentive.**
- 2. It supports other geographically based federal incentives.**
- 3. It's a more proactive approach to planning that encourages nodes and corridor over wasteful urban sprawl.**
- 4. Much-needed update to the Comp. Plan's Future Growth Areas Map.**
- 5. It complies with a majority of the criteria used to evaluate Comprehensive Plan Amendments.**
- 6. On June 10, 2020 the Planning and Zoning Commission voted X-X to recommend approval to the BOS**



COCHISE COUNTY **Factors against approval**

- 1. Three letters of opposition were received from residential landowners within the notice radius. Respondents indicated they did not want to see additional noise, light, traffic in the immediate area. However, of note, this is not a rezoning request and there are no attached development proposals.**
- 2. Future upgrades to area infrastructure and utilities will be necessary.**





Staff is recommending approval of Docket CP-20-01.

The Planning and Zoning Commission
unanimously recommended approval of the amendment on
June 10, 2020.



Action 13.
Adult Probation

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

FY20 Arizona Coronavirus Emergency Supplemental Funding Program

Submitted By: Rita Shipley, Court Administration

Department: Court Administration

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

**# of ORIGINALS
Submitted for Signature:** 0

**NAME
of PRESENTER:** Rita Shipley

**TITLE
of PRESENTER:** Budget and
Finance Director

Mandated Function?: Not Mandated

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

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

Information

Agenda Item Text:

Approve fiscal year 2020 Arizona Coronavirus Emergency Supplemental Funding Program, Grant Award #ACESF-21-015, as provided by the Arizona Criminal Justice Commission effective January 20, 2020 to January 20, 2022 in the amount of \$63,172.

Background:

This program is designed to assist state, county, local, and tribal criminal justice agencies and nonprofit organizations that provide services to the criminal justice system to prevent, prepare for, and respond to the coronavirus.

Department's Next Steps (if approved):

The next steps will be to have the Attorney General review the agreement and get the agreement signed. We will also work with Finance/Budget to get a new fund number assigned.

Impact of NOT Approving/Alternatives:

If the grant is not approved, General Fund monies would be utilized to purchase pandemic related personal protective equipment and sanitizers. Also, Adult Probation would be unable to acquire computer tablets for use in the field.

To BOS Staff: Document Disposition/Follow-Up:

Documents will be sent electronically by the State for the Board Chairman's signature.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

FY20 Funding Agreement
Grant Approval Form



Arizona Criminal Justice Commission

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice-Chairperson
STEVE STAHL, Chief
Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

Executive Director
Andrew T. LeFevre

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

June 8, 2020

John Schow
Cochise County Adult Probation Department
PO Box 204
Bisbee, AZ 85603

Re: FY20 Arizona Coronavirus Emergency Supplemental Funding (ACESF) Program, Grant Award #ACESF-21-015

Dear Court Administrator/Chief Probation Officer Schow,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2020 Arizona Coronavirus Emergency Supplemental Funding Program.

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

Grant Agreement and Other Required Documents: Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

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

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://acjc.azcjc.gov/GMS3/Login.aspx>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F>.

Office of Civil Rights Requirements: Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office

Our mission is to continuously address, improve, sustain and enhance public safety in the State of Arizona through the coordination, cohesiveness, and effectiveness of the Criminal Justice System

of Civil Rights, Office of Justice Programs. Link to helpful EEOP information:
<https://ojp.gov/about/offices/ocr.htm>

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

Sincerely,

A handwritten signature in cursive script that reads "Tony Vidale".

Tony Vidale, Deputy Director
Arizona Criminal Justice Commission

**ARIZONA CRIMINAL JUSTICE COMMISSION
ARIZONA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
GRANT AGREEMENT**



ACJC Grant Number ACESF-21-015

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

Grantee Name: Cochise County Adult Probation Department

Grantee's DUNS Number: 020126041

Federal Award Identification Number (FAIN): 2020-VD-BX-0309

Federal Award Date: 05/01/2020

Grantee Period of Performance Start and End Date: 01/20/2020 TO 01/20/2022

Amount of Federal Funds Obligated by this Agreement: \$63,172

Total Amount of Federal Funds Obligated to the Grantee: \$63,172

Total Amount of the Federal Award in this Agreement: \$63,172

Federal Award Project Description: The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiative may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ 85007

CFDA Number and Name: 16.034 – Coronavirus Emergency Supplemental Funding Program

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 10th day of June, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY ADULT PROBATION DEPARTMENT hereinafter called "GRANTEE". The COMMISSION enters into this agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This agreement will commence on 1/20/2020 and terminate on 1/20/2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION 60 calendar days prior to the end of the award period. The COMMISSION, in its sole discretion, may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose or conditions of this agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

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

II. If to the GRANTEE:

Cochise County Adult Probation Department
PO Box 204
Bisbee, Arizona, 85603

Attn: **Court Administrator/Chief Probation Officer**, John Schow

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

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

APPROVED LINE ITEM PROGRAM BUDGET		
Personnel:		
Salaries		NOT APPROVED
Fringe Benefits*		NOT APPROVED
Overtime (includes Fringe Benefits)		NOT APPROVED
Professional & Outside/Consultant & Contractual Services		NOT APPROVED
Travel In-State		NOT APPROVED
Travel Out-of-State		NOT APPROVED
Confidential Funds		NOT APPROVED
Operating Expenses:		
Supplies		\$23,344
Registration/Training		NOT APPROVED
Other		NOT APPROVED
Equipment		
Capital		NOT APPROVED
Noncapital		\$39,828
TOTAL		\$63,172
See Attachment A for detail on Other Operating Expenditures and Equipment		

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

7. The total to be paid by the COMMISSION under this agreement shall not exceed \$63,172 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDJ), Office of Justice Programs (OJP). If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
8. Every payment obligation of the COMMISSION under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the

COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

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

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by the GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, when the equipment is no longer needed for the grant program.
Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

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

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

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

20. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcaadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.
21. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. The primary method of payment shall be by reimbursement unless an alternative method is approved by the COMMISSION. Supporting documentation must be submitted with all reimbursement requests. Approved advance payments may require supporting documentation such as proof of order, invoices, or personnel expense certifications.
22. GRANTEE understands that a complete reimbursement request must include invoices and proof of payment for all expenditures. Sufficient documentation includes (a) copies of canceled warrants or Electronic Funds Transfer (EFT) documentation, (b) documentation from an official accounting system which includes payee, date, amount paid, and warrant, EFT or payment, (c) copies of invoices, and (d) payroll records for personnel expenditures, including overtime and Employee Related Expenditures (ERE). All expenses must be invoiced and received before the end of the performance period and included in the final reimbursement request. For equipment expenses, GRANTEE shall submit a copy of the packing/receiving slip showing the date the

equipment was received. GRANTEE understands that credit or purchasing card statements are not an acceptable form of proof of payment.

23. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 calendar days after the last day of the award period.
24. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
25. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within 60 calendar days of the expiration of this award.
26. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of a written request from the COMMISSION.
27. If award funds are being transferred to GRANTEE in advance, the GRANTEE is required to establish an interest-bearing account dedicated specifically to this award. The GRANTEE must maintain advance payments of federal grants in interest-bearing accounts unless regulatory exclusions apply (2C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The GRANTEE also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 60 calendar days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the COMMISSION at the time of close-out.
28. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
29. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.
30. Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transaction[s] [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "placing unreasonable requirements on firms in order for them to qualify to do business" and taking "any arbitrary action in the procurement process") – no GRANTEE may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
31. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
32. GRANTEE agrees not to use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds unless otherwise noted in the grant solicitation.)

33. GRANTEE agrees not to use grant funds for food or beverage unless explicitly approved in writing by the COMMISSION.
34. GRANTEE agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approvals, and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, training, and other events, including the provision of food or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
35. The GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws.
36. The GRANTEE may not reduce state or local funds for an activity specifically because the award funds are available to fund that same activity. The award funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, the award funds may not replace state or local funding that is required by law. If a question of supplanting arises, the GRANTEE will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds
37. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this agreement.
38. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this agreement, and any litigation regarding this agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the agreement, the complaining party shall notify the other party in writing thereof. Within 30 calendar days of such notice, representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on the application of a party shall appoint the arbitrator.

- V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its expenses and attorney's fees.
39. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
40. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use, which may have been incurred by the GRANTEE.
41. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
42. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the

State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

43. Restrictions and certifications regarding nondisclosure agreements and related matters

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

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

I. In accepting this award, the GRANTEE:

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

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

a. it represents that:

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

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

44. GRANTEE agrees to notify the COMMISSION within ten (10) days if the project official is replaced during the award period.
45. No rights or interest in this agreement shall be assigned by GRANTEE without the prior written approval of the COMMISSION.
46. GRANTEE will comply with the audit requirements of *2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
47. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, and the DOJ Grants Financial Guide.
48. The GRANTEE must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020. **Link:** <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>
49. If the GRANTEE currently has other active awards of federal funds, or if the GRANTEE receives any other award of federal funds during the period of performance for this award, the GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost times for which funds are provided under this award. If so, the recipient must promptly notify the COMMISSION in writing of the potential duplication, and, if so requested by the COMMISSION, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.
50. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
51. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil or criminal penalties.
52. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/SAM/>

53. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
54. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
55. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
56. GRANTEE agrees to cooperate and participate with all assessments, evaluation efforts, or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
57. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials must be prior to or simultaneous with their public release.
58. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2020-VD-BX-0309 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
59. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subparts C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination based on race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination based on age in the delivery of services. If in the three years before the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

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

Link:

https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFait_h

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

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

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

62. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
63. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that apply to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
64. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in

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

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

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

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

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

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

Link: <https://www.niem.gov/>

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

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

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

69. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost-beneficial or would impair the functionality of an existing or proposed IT system.

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

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

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

cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

78. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government, without the express prior written approval of the Commission.
79. GRANTEE agrees that no funds provided, or personnel employed under this agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
80. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
81. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
82. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
83. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
84. Unless the COMMISSION authorizes an extension, the GRANTEE must liquidate all obligations incurred under this award not later than 60 calendar days after the end of the performance period, as specified in the terms and conditions of this award.
85. The close-out of the grant will not occur (a) if litigation, including an appeal, is pending, (b) in the case of terminated grants where termination actions are pending, or (c) if allowable costs have not yet been paid to the recipients.
86. Upon close-out, the COMMISSION will make prompt payment to GRANTEE for allowable reimbursable costs covered under the award and included in the approved budget. GRANTEE must promptly refund the COMMISSION any unencumbered or unobligated funding advanced that is not authorized to be retained for use under the award. After close-out of the award, any subsequent invoices received by the GRANTEE shall be the responsibility of the GRANTEE, even if the funding was obligated before the award was closed-out.
87. The GRANTEE is obligated to refund to the COMMISSION (a) any overage paid to the GRANTEE by the COMMISSION after balancing award account, (b) any investment income or interest that was earned on an advance of award funds that are due to the COMMISSION, AND (c) any other monies that are due to the COMMISSION under the provisions of the grant award.

88. This agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
89. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall be in full force and effect.
90. GRANTEE agrees to comply with all Special Condition(s) included with this agreement on the Grant Agreement Continuation Sheet.
91. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

Arizona Criminal Justice Commission
Arizona Coronavirus Emergency Supplemental Funding Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly and with a final report. These funds are subject to audit. Program income that is earned during the final 60 days of the award period, if appropriate, must be obligated and expended for permissible uses during the 60 days following the award period. Any program income that is earned but not obligated or expended within 60 days of the end of the award period must be returned to the COMMISSION.
3. Quarterly activity reports must be submitted through the ACJC Reporting System: <https://acjcreporting.azcjc.gov>. Financial reports must be submitted through the ACJC Grant Management System: <https://acjc.azcjc.gov/GMS3/LogIn.aspx>. Failure to submit required activity reports or finance reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
4. Upon request, the GRANTEE must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the GRANTEE. Accordingly, the GRANTEE agrees first to determine if any of the following activities will be funded by the grant, before obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the GRANTEE agrees to contact the COMMISSION. The GRANTEE understands that this condition applies to new activities as set out below, whether or not they are funded explicitly with these award funds. That is, as long as the activity is being conducted by the GRANTEE, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are; (a) New construction; (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; (c) A renovation, lease, or any proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size; (d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or education environments; and (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to GRANTEE'S Existing Programs or Activities: For

any of the GRANTEE'S existing programs or activities that will be funded by these award funds, the GRANTEE, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

5. No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), or Unmanned Aerial Vehicles (UAV) without prior written approval from the COMMISSION. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through the Grant Management System (GMS).
6. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with award funds may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.
7. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.
8. The GRANTEE must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into the agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into the agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



**ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT**

ATTACHMENT A

Cochise County Adult Probation Department OOE and Equipment Detail			
Line Item	Expense Type		Quantity
Other Operating Expenditures	Surgical Mask 50/box		217
	Disposable Gloves		43
	Hand Sanitizer 33oz		263
	Disinfecting Wipes		81
	Disinfectant		65
Equipment	Tablet/Computer Equipment		27
	Docking Station for Tablet		27
	Hand Held Sprayer		5



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

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

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

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

Certificate Of Completion

Envelope Id: CCD58BE37FC84B5E9D35F89882D9A1A0

Status: Sent

Subject: Please DocuSign: ACESF Template

Source Envelope:

Document Pages: 25

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Anthony Vidale

AutoNav: Enabled

tvidale@azcjc.gov

Envelopeld Stamping: Enabled

IP Address: 159.87.74.2

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Anthony Vidale

Location: DocuSign

6/10/2020 11:05:17 AM

tvidale@azcjc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Arizona Criminal Justice Commission

Location: DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Peggy Judd

pjudd@cochise.az.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Andrew LeFevre

alefevre@azcjc.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Armando Arias

Sent: 6/10/2020 11:14:24 AM

aarias@cochise.az.gov

Viewed: 6/10/2020 3:57:23 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/10/2020 3:57:23 PM
ID: 6949d41d-9a00-488f-aabc-11dea447eb08
Company Name: Arizona Criminal Justice Commission

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2020 11:14:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Criminal Justice Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Criminal Justice Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 06/23/2020

Community Enhancement Fund Expenditures

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 Peggy Judd

of PRESENTER:

TITLE

of PRESENTER:

Supervisor,

District 3

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve Community Enhancement Fund expenditures for District 3: Bowie Water Company, for additional expenses for the Sinkhole and Road Repair above the original estimate.

Background:

Supervisor Judd has submitted approval for one project: Bowie Water Company, Sinkhole and Road Repair.

Department's Next Steps (if approved):

Release funds for project.

Impact of NOT Approving/Alternatives:

Project will not be funded.

To BOS Staff: Document Disposition/Follow-Up:

Return Community Enhancement Fund Projects forms to:
Clerk of the Board for processing.

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

20200623_Bowie WC Sinkhole and Road Repair





Cochise County Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: _____

Authorized Project Category:

- ☐ Multi-Use Path
- ☐ Hazard Abatement/Community Clean-Up
- ☐ County Maintained Road Improvements
- ☐ Street Lights
- ☐ Natural Resources Projects
- ☐ Transit Support
- ☐ Assistance with Right-of-Way Costs
- ☐ Public Works Projects
- ☐ Other: _____

Responsible Department: _____ Department Contact: _____

Supervisor's District Fund Line, G/L: _____

Project Total Budget Amount (*includes all labor and materials*): _____

Project Description (*attach additional information/photos/maps as needed*):

Date Approved: _____



Sun Cor Underground Inc.

4401 W. Circle Hills Dr.
Willcox, AZ 85643
520-384-6151

DATE	INVOICE #
5/4/2020	SC5070

BILL TO

Bowie Water District
P.O. Box 127
Bowie, AZ 85605

P.O. NO.	TERMS	ROC LICENSE #	FEIN	AZ RETAIL#	PROJECT
		238992	86-0603021	02022453	Eisenhower Sink Hole

DESCRIPTION	QTY	RATE	AMOUNT
Compacted bottom of hole with a sheeps foot roller on a 420F Backhoe. Backfilled hole with a slurry mix to 18" from existing grade. The slurry was then filled and compacted with MAG Spec AB. The AB was prepped for a finished layer of 1" Hot Mix asphalt. Hot Mix was placed, compacted and the entire work zone was wetted and swept off with a kick broom mounted to a skid steer.	1	5,640.00	5,640.00
2 sack slurry mix	40	85.00	3,400.00
Spec AB	16	18.50	296.00
Asphalt patch	1	900.00	900.00

Thank you for your business.

Total \$10,236.00

Payments/Credits -\$7,417.00

Balance Due \$2,819.00

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 06/23/2020

Community Enhancement Fund Expenditures

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 Peggy Judd

of PRESENTER:

TITLE

of PRESENTER:

Supervisor,

District 3

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve Community Enhancement Fund expenditures for District 3: new transportation service in the northeastern section of the County providing transit between Bowie, San Simon, Willcox, Sunsites, Pearce, Bonita and Elfrida.

Background:

Supervisor Judd has submitted approval for one project: new transportation service in the northeastern section of the County providing transit between Bowie, San Simon, Willcox, Sunsites, Pearce, Bonita and Elfrida.

The requested funds of \$13,158 will be used to provide match money toward the grant funded purchase of a 9 passenger, wheelchair accessible van. The vehicle will be used in a new transportation service in the northeastern section of the County providing transit between Bowie, San Simon, Willcox, Sunsites, Pearce, Bonita and Elfrida. Funding was arranged through SEAGO and the vehicle will be procured by ADOT.

County Administrator recommends approval of the funding, as the requested funds are a necessary but small one-time cost to initiate a program of significant public benefit in an underserved part of Cochise County. Several government agencies collaborated on the project and the County will have no ongoing obligation to fund any aspect of the program.

Department's Next Steps (if approved):

Release funds for project.

Impact of NOT Approving/Alternatives:

Project will not be funded.

To BOS Staff: Document Disposition/Follow-Up:

If approved, contact Dan Duchon, Budget Manager, to transfer funds.

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

20200623_TransporationService_NE_SectionCounty



Cochise County Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: _____

Authorized Project Category:

- ☐ Multi-Use Path
- ☐ Hazard Abatement/Community Clean-Up
- ☐ County Maintained Road Improvements
- ☐ Street Lights
- ☐ Natural Resources Projects
- ☐ Transit Support
- ☐ Assistance with Right-of-Way Costs
- ☐ Public Works Projects
- ☐ Other: _____

Responsible Department: _____ Department Contact: _____

Supervisor's District Fund Line, G/L: _____

Project Total Budget Amount (*includes all labor and materials*): _____

Project Description (*attach additional information/photos/maps as needed*):

Date Approved: _____

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 06/23/2020

County Organization Chart

Submitted By: Sharon Gilman, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Ed Gilligan

TITLE of PRESENTER: County Administrator

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the updated County Organization Chart for departments reporting to the County Administrator, effective June 23, 2020.

Background:

The County organization chart has not been updated and approved by the board since 2016. The proposed chart incorporates department changes in Public Works and Engineering and Natural Resources. It is a broad overview of County services grouped by focus.

Department's Next Steps (if approved):

The updated organization chart will be placed in the budget book for FY 21, as-well-as on the County website.

Impact of NOT Approving/Alternatives:

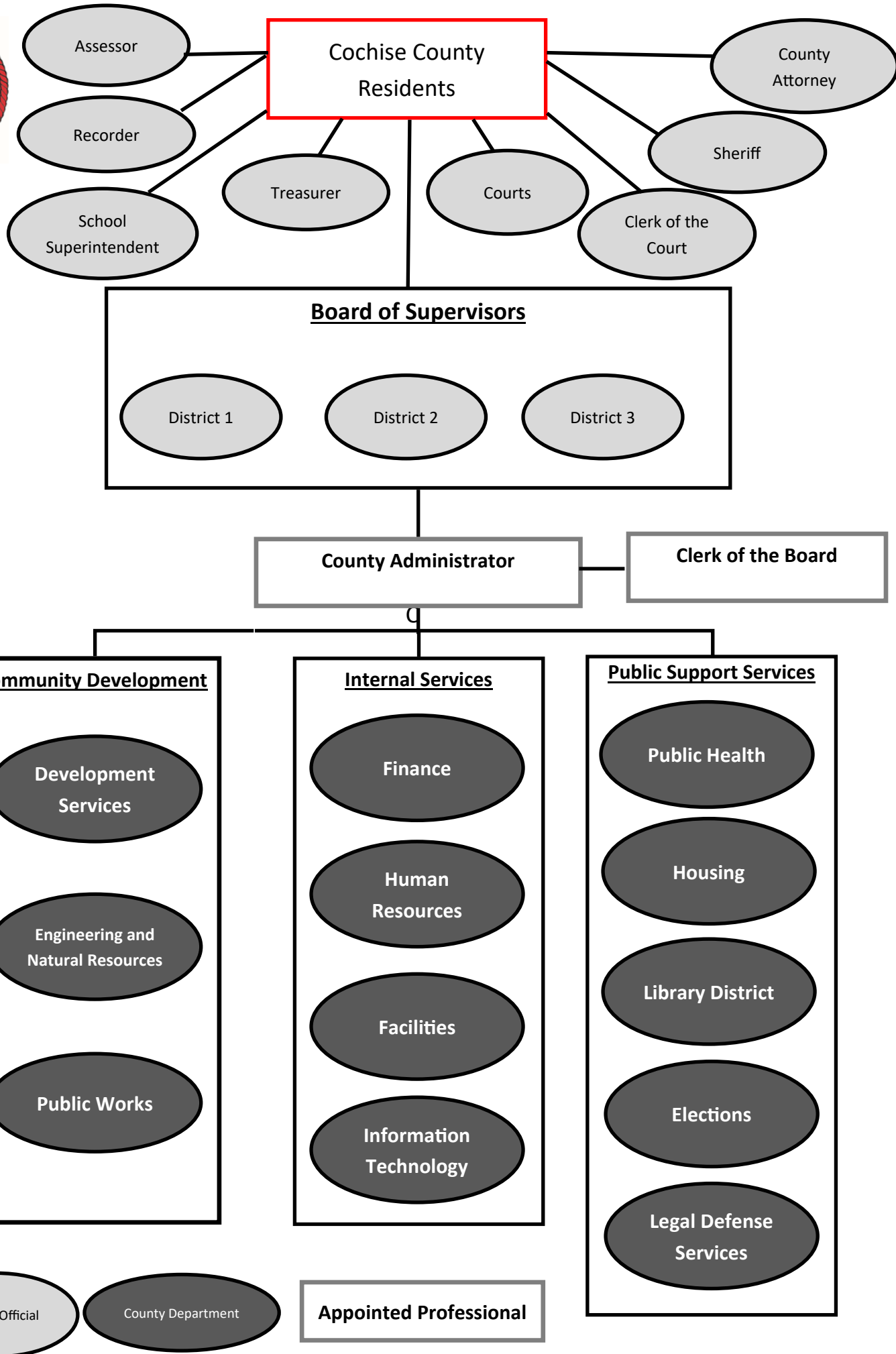
If not approved, the County will continue to have an out-of-date organization chart that does not accurately reflect department structure. This can lead to confusion for the public and other agencies.

To BOS Staff: Document Disposition/Follow-Up:

Please post appropriately on County website. Share with Department Directors and Elected Officials.

Attachments

Org Chart 2020



Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 06/23/2020

Merit Rule 6: Separation of Service

Submitted By: Sharon Gilman, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Sharon Gilman

TITLE of PRESENTER: Associate County Administrator

Docket Number (If applicable):

Mandated Function?: Local Mandate or Policy

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the proposed amendments to Merit Rule 6: Separation of Service

Background:

: The current Merit Rule 6: Separation of Service is outdated, particularly regarding the layoff process. The proposed revisions primarily pertain to the sections on Reduction in Force and Furlough, however changes were made throughout the document. The Merit Commission reviewed the proposed changes on June 11, 2020. Some members of the Commission were concerned that the 60-day notice of RIF or Furlough would be difficult for the county to administer. Attached is a memo from Elda Orduno, Director of Human Resources, explaining these comments. The Merit Commission discussed the notice for retirement, and ultimately agreed that the notice should be 30 days, instead of the drafted 10. The Merit Commission voted to recommend approval of the proposed amendments to the Board of Supervisors.

Department's Next Steps (if approved):

Please send notification to HR of approval for posting to website.

Impact of NOT Approving/Alternatives:

If not approved, the Merit Rule will continue to be outdated, leading to compliance issues and leadership challenges.

To BOS Staff: Document Disposition/Follow-Up:

Please send notification to HR of approval for posting to website.

Attachments

Merit Rule 6 Draft
Presentation
HR Memo



RULE 6 - SEPARATION OF SERVICE

6.1 TYPES OF SEPARATION OF SERVICE

A. Resignation:

1. An employee who voluntarily separates from County employment shall submit a written resignation to their immediate supervisor a minimum of ten (10) working days prior to the effective date of their resignation.
2. Employees who voluntarily resign have until the effective date of the resignation to request approval to rescind their resignation from the Appointing Authority. The Appointing Authority has the discretion to either accept or reject the rescinded resignation. The denial of rescinding a resignation is not subject to appeal.
3. All personnel records related to a former employee's performance and resignation shall be maintained by Human Resources according to record retention schedules and available for review by a hiring manager for consideration on any future hiring decision (HR Policy [2220](#) and [2223](#)).

B. Reduction in Force (RIF):

1. A reduction in force occurs when a position is eliminated without the intention of replacing it as a result of a shortage of funds, reorganization, or reduced demands for services.
2. The Appointing Authority shall identify the need for a reduction in force and direct the preparation of a written RIF plan.
3. The RIF plan shall:
 - a. establish the process in which the workforce shall be reduced;
 - b. list the positions affected;
 - c. indicate total financial impact;
 - d. detail service impact;
 - e. state timeline for implementation; and
 - f. identify any reasonable alternatives.
4. In developing the plan, the Appointing Authority shall collaborate with the County Administrator/Associate County Administrator and Human Resources Director to consider:
 - a. needs and best interests of the County;
 - b. job performance; and
 - c. financial consequences
5. The Appointing Authority shall notify the Board of Supervisors of a RIF plan as required to comply with budgetary adjustments set by the Board of Supervisors.
6. The employee shall be notified in writing of the reduction in force termination as soon as



possible, but no later than sixty (60) working days prior to the effective date. An employee does not have the right to appeal a reduction in force to the Merit Commission.

7. A Reduction in Force notification shall include information regarding: 1) the requirement to use all compensatory time; 2) the amount of personal leave to be paid out; 3) the termination date for benefits; and 4) the right to continue certain benefits under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) provisions.
8. An employee may participate in a competitive recruitment for a vacant position elsewhere in the county. All leave balances shall be retained in accordance with HR Policies [2208](#), [2210](#) and [2211](#).

C. Furlough

1. A furlough is a planned event requiring employees to take unpaid leave to absorb reduced funding, lack of work, or any budget shortfall.
2. Any furlough action shall be authorized by the Board of Supervisors.
3. Affected employees shall be notified in writing of the furlough as soon as possible, but no later than sixty (60) working days prior to the effective date. The notice shall contain information regarding the intended duration of the unpaid leave due to furlough. Duration shall not be for more than six months. An employee does not have the right to appeal a furlough to the Merit Commission.
4. Employees shall not perform any work for the County nor attend work -related scheduled training while on furlough.
5. Exempt employees may only be furloughed without pay in full-week increments, in accordance with the Fair Labor Standards Act.
6. An employee shall not be involuntarily terminated while on furlough, regardless of status.
7. Health benefit premiums for enrolled employees and dependents shall be paid by the County when the furlough duration covers an entire pay period.
8. Personal leave accrual is suspended when an employee is furloughed for an entire pay period. If the furlough duration is for part of a biweekly pay period, then the employee's leave accrual shall not be affected for that pay period.
9. All previously scheduled and approved personal leave shall be canceled.
10. Holiday pay shall be awarded when employees meet the paid status eligibility requirements as noted in [Policy 2207: Holidays](#).
11. [Human Resources Policy 2219: Employment with Other Employers](#) continues to apply. Before



engaging in other employment, employees should review this policy and consult with Human Resources.

D. Involuntary Termination

A classified employee has the right to appeal an involuntary termination to the Merit Commission. The employee's eligibility for rehire is conditional based on the violation of Merit System Rules, Policies or law. The Appointing Authority, with approval from Human Resources, will determine eligibility for rehire.

E. Inability to Perform Duties

An employee may be involuntarily terminated when it is determined by the Appointing Authority, and Human Resources, that the employee is unable to perform the essential functions or meet requirements of the position for health reasons. An employee does not have the right to appeal if terminated due to an inability to perform essential functions of the position with or without a reasonable accommodation. The Appointing Authority, with approval from Human Resources, shall determine eligibility for rehire.

F. Retirement

Retirement occurs when an employee with regular status meets eligibility criteria and retires, as provided under the Arizona State Retirement Plan, the Public Safety Personnel Retirement System, Correctional Officers Retirement Plan or the Elected Officials Retirement Plan.

Employees who intend to retire shall submit a notice of intent to retire to their immediate supervisor a minimum of thirty (30) working days prior to their date of separation. An employee may request approval to rescind their retirement resignation from the Appointing Authority. The Appointing Authority has the discretion to either accept or reject the rescinded resignation. The employee shall be eligible for rehire. The employee is responsible for complying with any restrictions that their retirement benefit may require.

G. Termination During Probation

An employee on probation may be terminated for any or no reason at any time during a probationary period. An employee who is terminated under these circumstances has no right to appeal to the Merit Commission.

The Appointing Authority, after consultation with the Human Resources Director, shall provide an employee who is terminated during a probationary period with a written termination notice. A copy of such notice shall be included the official personnel file in the Human Resources Department. The Appointing Authority will recommend eligibility for rehire in accordance with Merit System Rule 4.10.

COCHISE COUNTY

Merit Rule 6: Separation of Service Effective: July 1, 2020

Sharon Gilman, Associate County Administrator



Public Programs...Personal Service

Development Process

- Draft prepared by staff work group early May
- Reviewed by Department Directors on May 15
- Sent to Elected Officials on May 22
- Held meeting on June 3 with Elected Officials and written comments received
- Revisions approved by Merit Commission on June 11



Resignation

Current

- Rescind resignation through Department Directors
- An employee who fails to give 10 days' notice is ineligible for rehire for 10 years. Appeal to County Administrator.

Proposed

- Rescind the resignation per Appointing Authority approval.
- Remove 10-year ineligibility; replace with statement that past personnel records reviewable to hiring manager.



Layoff/Reduction in Force

- Occurs when a position is eliminated without intention of replacing it as a result of shortage of funds, reorganization, or reduced demand.
- Revision seeks to improve equality, transparency and accountability for decisions related to this course of action.



Reduction in Force

Current

- Overall, the current layoff procedure is an internal process within County Administration.

Proposed

- Section titled Reduction in Force for clarity.
- Appointing Authority identifies the need for a RIF and directs the planning process.
- Appointing Authority presents recommended RIF plan to Board of Supervisors (public meeting).



Reduction in Force

Current

- Department Directors consider factors like funding, qualifications, skills, seniority, performance and needs of county.
- Factors are not weighed; at discretion of Department Director.

Proposed

- Appointing Authority develops a RIF plan that includes specific details on process, positions, financial and service impact, timeline and other alternatives.
- RIF decision based on needs of County, job performance, and financial consequences.



Reduction in Force

Current

- Layoff terms emphasize opportunities for appointment to other vacancies, either competitively or non-competitively.
- Layoff actions affect employees in order of temporary, probation and permanent.

Proposed

- RIF'd employees may seek other positions through competitive recruitment process.
- All employees considered equally, regardless of hiring status.

Reduction in Force

Current

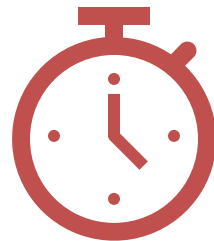
- Layoff notification no later than 10 days prior to action.
 - Duration < 1 year = reinstatement
 - Duration >1 year = rehire.

Proposed

- RIF notification at least 60 days prior.
- RIF is permanent elimination of position.

Furlough

- A furlough is a planned event requiring employee to take unpaid leave to absorb reduced funding, lack of work or any budget shortfall.



Furlough

Current

- Furlough process does not exist in County Merit Rules or HR policies.

Proposed

- Action authorized by BOS
- Notification 60 days prior; Duration no longer than 6 months.
- No work or training performed while on furlough
- Exempt employees furlough in full-week increments.
- No involuntary terminations of furloughed employees

Furlough

Current

Proposed

- Health benefit premiums paid by County when furloughed for entire pay period.
- Employee moved to unpaid status – leave accruals affected.
- Policy on *Employment with Other Employers* still applies.



Involuntary Termination

Current

- Titled “Dismissal”

Proposed

- Change heading to Involuntary Termination
- No substantive changes; minor edits for clarity.



Inability to Perform Duties

- Changes to language and phrasing to improve clarity.



Retirement

Current

- No timeframe for notice of intent.

Proposed

- Sets notice of intent to retire deadline of 30 days prior to separation.



Termination During Probation

- Changes to language and phrasing to improve clarity.



Questions?





Cochise County

Human Resources Department

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

ELDA E. ORDUÑO
Director

INTEROFFICE MEMO

Date: June 11, 2020
To: Board of Supervisors
From: Elda E. Orduño, Director of Human Resources
Subject: Merit Commission Comments to Board of Supervisors Regarding Merit Rule 6

On June 11, 2020, the Merit Commission met to discuss revisions to Merit Rule 6 – Separation of Service. The Merit Commission voted unanimously to recommend approval of the proposed revisions to Merit Rule 6 with one amendment. The amendment was to increase the notice of intent to retire by an employee from 10 days to 30 days.

In addition, regarding the 60-day notice requirement to employees undergoing a reduction in force or furlough, the Commission requested that the Board of Supervisors be advised as follows:

Commissioner Jennifer “Ginger” Ryan would like to change the 60-day requirement to read “... up to 60 days...”. Commissioner Ryan is concerned that requiring a 60-day notice places an undue burden on the County.

Commissioner Mary Gomez recommended a shorter notice requirement if there is a state of emergency or disaster that would require the County to act faster than 60 days.

Commissioners Donna Hilton, Jim Vlahovich, and Liz York were in favor of the 60-day notice requirement to employees.

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 06/23/2020

Update to Policy 2231: Attendance During Influenza or Another Viral Pandemic Outbreak

Submitted By: Sharon Gilman, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER:	Sharon Gilman	TITLE of PRESENTER:	Associate County Administrator

Docket Number (If applicable):**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve revisions to Human Resources Policy 2231: Attendance During Influenza or Another Viral Pandemic Outbreak, effective June 23, 2020.

Background:

The previous policy on Pandemic Attendance was approved in March 2020. Since then, much has been learned about the current pandemic and COVID-19. The Governor's executive order on re-opening stipulates that all employers must follow OSHA and CDC guidelines related to mitigating the risk of exposure. As a result, the policy needs to be updated to include the use of cloth face coverings. The updates also broaden the symptoms to include any respiratory-like illness in accordance with CDC information for any pandemic, not only COVID-19.

Department's Next Steps (if approved):

Send approved policy to HR and IT for posting to website.

Impact of NOT Approving/Alternatives:

The policy will lack specific language on facial coverings.

To BOS Staff: Document Disposition/Follow-Up:

Follow up with Sharon Gilman on any further communication actions needed.

Attachments

Updated Policy



Cochise County Board of Supervisors

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

Policy Title: Attendance During Influenza or Another Viral Pandemic Outbreak

Policy Number: 2231

Effective: June 23, 2020

Supersedes: March 24, 2020

Scope/Coverage: All County employees exhibiting identified symptoms during a pandemic

Policy Contact: Director of Human Resources

I. Background

An Influenza or Another Viral Pandemic refers to a worldwide outbreak, determined by the Centers for Disease Control (CDC), of influenza or other viral illness among people when a new strain of the virus emerges that could infect humans and spread from person to person. During the early phases of a pandemic influenza or virus, people might not have any natural immunity to the new strain; so, the disease would spread rapidly among the population. Pandemics can vary in severity from something that seems simply like a bad flu season to an especially severe influenza or another viral pandemic that could lead to high levels of illness, death, social disruption and economic loss.

II. Application of Leave Policies

Except as noted in this policy, all procedures governing paid and unpaid leave remain in effect and are governed by the Cochise County Human Resources Policies. During pandemic situations, the County Administrator is granted authority to direct the Human Resources Department to grant other unforeseen waivers as the need arises.

II. Temporary Attendance Policy

In order to aid in protecting the health and safety of employees, Cochise County shall implement the following temporary attendance procedures specific to employees who exhibit respiratory like illness during a pandemic outbreak, as identified by Cochise County Health Department.

- A. Employees, volunteers, interns, and contractors exhibiting any pandemic symptoms must not come to work.
- B. Employees shall notify their immediate supervisor or authorized department representative if they are ill. Departments may establish alternate call-in procedures in the case of a pandemic.



Cochise County Board of Supervisors

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

- C. During a pandemic, Public Health shall work with positive- test individuals to determine, with their medical team, when isolation can be discontinued. If an employee or household member have a respiratory-like illness, but have not tested for the specific pandemic virus, then employees shall follow the appropriate CDC isolation guidance until symptoms have improved.
- D. Appointing Authorities, managers and supervisors or designees have the responsibility to ensure the workplace is safe, and as a result, have the authority to send home employees who display respiratory-like symptoms. To avoid further contaminating the workplace, an employee must leave work when directed to do so by the Appointing Authority or designee. Failure to do so, to include delayed and resistant departure, may result in disciplinary action up to and including dismissal.
- E. Use of leave for a pandemic or viral condition may include the use of accrued sick, accrued compensatory time, accrued personal leave and leave of absence without pay. Any associated personnel policies that establish time frame and purposes for use of leave accruals are waived for the purposes of respiratory-like symptoms, to include probationary employees.
- F. Those employees who have exhausted leave banks must be placed in a leave of absence without pay status in the best interest of the County or for humanitarian/personal reasons. The employee's consent in such instance is waived. Full-time employees who have exhausted leave banks, may, with approval from their Appointing Authority or designee, request an advance on personal leave to be repaid with future accrued personal leave, not to exceed eighty (80) hours per year.
- G. The requirement for a physician's verification for those who are absent for more than three (3) days is waived, unless the Public Health Department recommends medical clearance during a specific event. This will allow doctors, clinics and hospitals to attend to the very ill instead of those who simply need a physician's verification of an illness.
- H. Pursuant to Federal law, Human Resources must be notified when an absence is for more than three (3) days so that it can be determined if the employee has a serious health condition that falls under the Family and Medical Leave Act (FMLA). ***FMLA is not automatic for a pandemic influenza or virus, unless specifically permitted through federal legislation.*** A serious health condition as defined under the FMLA requires inpatient care or a period of incapacity for more than three (3) consecutive calendar days and any subsequent treatment. This includes care for eligible family members. Human Resources is the only authority for Cochise County to render a decision on a serious health condition. A decision will be made on a case-by-case basis.



Cochise County Board of Supervisors

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

If a serious health condition does not exist, then further verification may be waived, particularly since it has been stated that illness from the pandemic or virus may last up to 14 days. If it is determined that the employee has a serious health condition, FMLA leave may apply and the requirement for requesting a doctor's certificate cannot be waived. In all cases involving more than three (3) days of absence, the department must continue to notify Human Resources staff following normal procedures.

- I. In the case where an employee's child is healthy and the child's school is closed, the Appointing Authority may approve sick leave, personal leave or the use of compensatory time.
- J. The Board of Supervisors or an Elected Official may determine from information provided by the Health Department whether a work site or public facility within the Officials span of control is infected and if the work site or public facility must be shut down.
- K. Customer service employees shall be allowed to mitigate risks in public interactions by replacing face-to-face meetings with virtual communications and services. A Visitor Screening Protocol may be established in accordance with Public Health and CDC recommendations.
- L. Special attention should be paid to infection control practices. Frequent handwashing, use of sanitizers, covering coughs and sneezes, and regular cleaning of frequently touched surfaces will reduce possible exposure in the workplace.
- M. When appropriate per CDC and OSHA guidelines, PPE shall be provided, if feasible and available, and an employee may wear, if tolerated. Supervisors shall not prevent the use of appropriate face coverings. Any personally owned/made cloth face covering worn by an employee shall comply with [County Policy 2200: Organizational Expectations and Standards of Conduct](#) and shall not contain vulgar, offensive or political language and/or images. Face coverings shall not completely conceal an employee's identity. Ski masks and similar coverings shall not be allowed.
- N. Privacy rules apply to information regarding the employee and family members to include the medical condition of the employee and/or family member. The Americans with Disabilities Act (ADA), FMLA and the Health Insurance Portability and Accountability Act (HIPAA) laws protect medical information from being shared without the employee's express and written consent. Also, in addition to FMLA, medical disability and ADA may apply and will be handled on a case-by-case basis.

Action 19.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2020

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

Submitted By: Tom Alinen, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0
Submitted for Signature:

NAME Tom Alinen
of PRESENTER:

TITLE Commander
of PRESENTER:

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

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

Information

Agenda Item Text:

Approve fiscal year 2020 Coronavirus Emergency Supplemental Funding (CESF), Grant #2020-VD-BX-0733, awarded by the Bureau of Justice Assistance (BJA) for January 20, 2020 through January 31, 2022, in the amount of \$51,812.

Background:

In March 30, 2020, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) began seeking applications for the Coronavirus Emergency Supplemental Funding Program (CESF). Under the guidelines of the grant, Cochise County was eligible to receive \$51,812.00 in funds to prevent, prepare for, and respond to the coronavirus. The allowable purchases included, law enforcement and medical personal protective equipment (PPE) along with addressing the medical needs of inmates in local jails and detention centers. Other allowable expenditures could be used for overtime, training and travel expenses particularly related to the distribution of resources to impacted areas. The CESF grant does not require any matching funds for acceptance.

On behalf of Cochise County, the Cochise County Sheriff's Office (CCSO) submitted the CESF grant application to BJA. On May 19, 2020, Sheriff Mark Dannels received a letter from the BJA advising him the CESF grant for Cochise County had been approved with an award amount of \$51,812.00. The funding period runs January 20, 2020 through January 31, 2022. Acceptance of this grant will allow CCSO to restock needed PPE for the expected coronavirus surge in the fall.

Chief Civil Deputy Christine Roberts has no issues or concerns with this grant.

Department's Next Steps (if approved):

Upon Board of Supervisors approval, Sheriff Dannels will accept this BJA grant.

Impact of NOT Approving/Alternatives:

If the grant is not accepted, the Sheriff's Department will need to look at general fund money to resupply their personal protective equipment for first responders.

To BOS Staff: Document Disposition/Follow-Up:

Upon Board of Supervisors approval, Sheriff Dannels will accept the grant. Sheriff Office staff will process the grant per the guidelines through the BJA.

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**Grant 2020-VD-BX-0733



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 19, 2020

Sheriff Mark Dannels
Cochise County
205 N Judd Drive
Bisbee, AZ 85603-1045

Dear Sheriff Dannels:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Cochise County for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$51,812. These funds are for the project entitled BJA FY 20 Coronavirus Emergency Supplemental Funding Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Cochise County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tahitia Barringer, Program Manager at (202) 598-7580; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

May 19, 2020

Sheriff Mark Dannels
Cochise County
205 N Judd Drive
Bisbee, AZ 85603-1045

Dear Sheriff Dannels:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Cochise County
205 N Judd Drive
Bisbee, AZ 85603-1045

4. AWARD NUMBER: 2020-VD-BX-0733

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/19/2020

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

866000399

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

179281282

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

10. AMOUNT OF THIS AWARD

\$ 51,812

11. TOTAL AWARD

\$ 51,812

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Mark Dannels
Sheriff

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		51812

21. VVDUGT0675



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

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

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



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

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

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

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

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

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

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

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



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-0733

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

46. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

47. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Cochise County

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

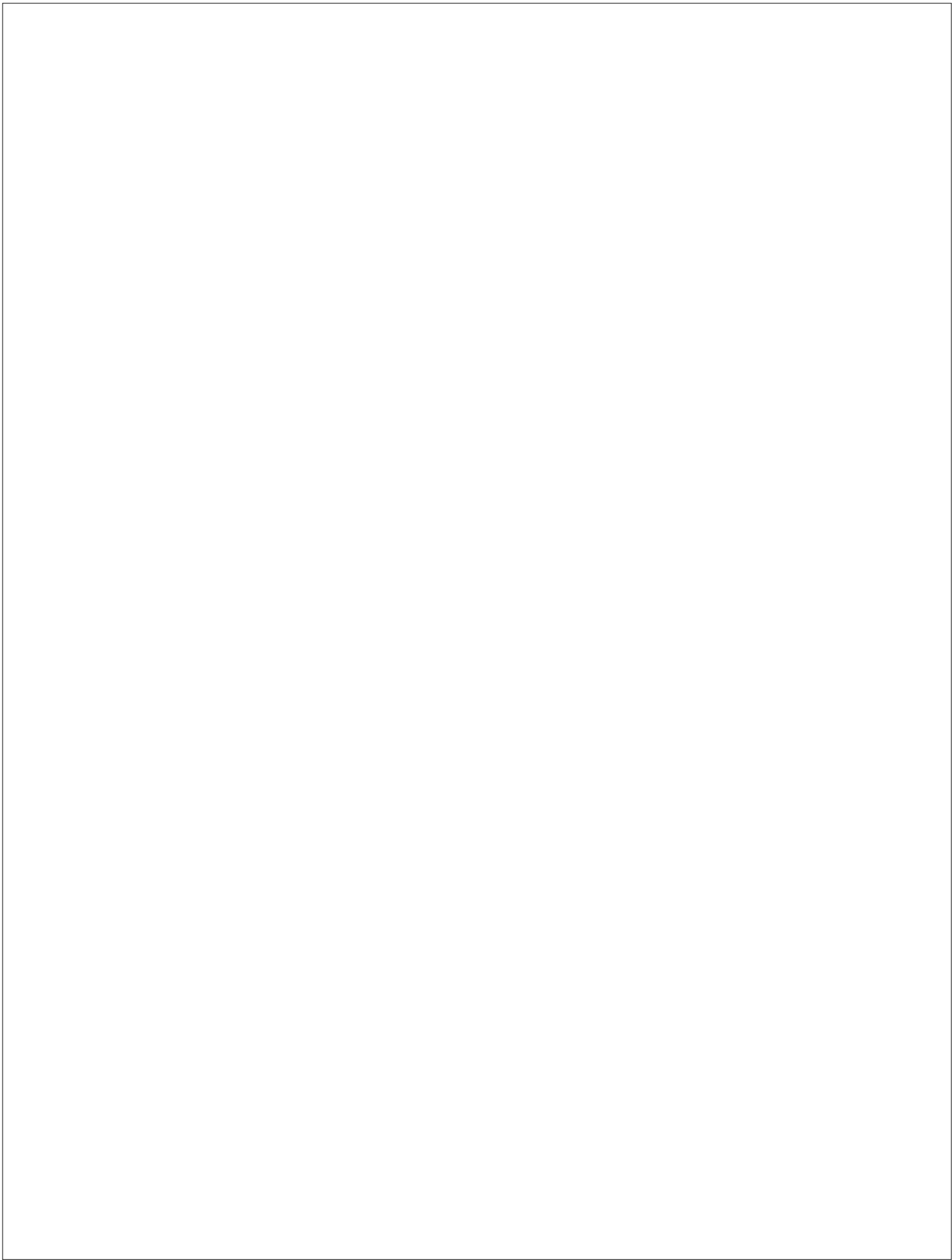
- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2020-VD-BX-0733	PAGE 1 OF 1
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		
1. STAFF CONTACT (Name & telephone number) Tahitia Barringer (202) 598-7580	2. PROJECT DIRECTOR (Name, address & telephone number) Tom Alinen Commander 205 N Judd Drive Bisbee, AZ 85603-1045 (520) 432-9509	
3a. TITLE OF THE PROGRAM BJA FY 20 Coronavirus Emergency Supplemental Funding Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT BJA FY 20 Coronavirus Emergency Supplemental Funding Program		
5. NAME & ADDRESS OF GRANTEE Cochise County 205 N Judd Drive Bisbee, AZ 85603-1045	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 01/20/2020 TO: 01/31/2022	8. BUDGET PERIOD FROM: 01/20/2020 TO: 01/31/2022	
9. AMOUNT OF AWARD \$ 51,812	10. DATE OF AWARD 05/19/2020	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. NCA/NCF		



Regular Board of Supervisors Meeting**Court Administration****Meeting Date:** 06/23/2020

FY20 Arizona Coronavirus Emergency Supplemental Funding Program

Submitted By: Rita Shipley, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS
Submitted for Signature:** 0**NAME
of PRESENTER:** Rita Shipley**TITLE
of PRESENTER:** Budget and
Finance Director**Mandated Function?:** Not Mandated**Source of Mandate
or Basis for Support?:**

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

Information**Agenda Item Text:**

Approve fiscal year 2020 Arizona Coronavirus Emergency Supplemental Funding Program, Grant Award #ACESF-21-016, as provided by the Arizona Criminal Justice Commission effective January 20, 2020 to January 20, 2022 in the amount of \$128,975.

Background:

This program is designed to assist state, county, local, and tribal criminal justice agencies and nonprofit organizations that provide services to the criminal justice system to prevent, prepare for, and respond to the coronavirus.

Department's Next Steps (if approved):

The next steps will be to have the Attorney General review the agreement and get the agreement signed. We will also work with Finance/Budget to get a new fund number assigned.

Impact of NOT Approving/Alternatives:

If the grant is not approved, General Fund monies would be utilized to purchase pandemic related personal protective equipment and sanitizers.

To BOS Staff: Document Disposition/Follow-Up:

Documents will be sent electronically by the State for the Board Chairman's signature.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

FY20 Funding Agreement
Grant Approval Form



Arizona Criminal Justice Commission

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice-Chairperson
STEVE STAHL, Chief
Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

Executive Director
Andrew T. LeFevre

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

June 8, 2020

John Schow
Cochise County Superior Court
PO Box 204
Bisbee, AZ 85603

Re: FY20 Arizona Coronavirus Emergency Supplemental Funding (ACESF) Program, Grant Award #ACESF-21-016

Dear Court Administrator/Chief Probation Officer Schow,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2020 Arizona Coronavirus Emergency Supplemental Funding Program.

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

Grant Agreement and Other Required Documents: Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

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

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://acjc.azcjc.gov/GMS3/Login.aspx>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F>.

Office of Civil Rights Requirements: Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office

Our mission is to continuously address, improve, sustain and enhance public safety in the State of Arizona through the coordination, cohesiveness, and effectiveness of the Criminal Justice System

of Civil Rights, Office of Justice Programs. Link to helpful EEOP information:
<https://ojp.gov/about/offices/ocr.htm>

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

Sincerely,

A handwritten signature in cursive script that reads "Tony Vidale".

Tony Vidale, Deputy Director
Arizona Criminal Justice Commission

**ARIZONA CRIMINAL JUSTICE COMMISSION
ARIZONA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
GRANT AGREEMENT**



ACJC Grant Number ACESF-21-016

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

Grantee Name: Cochise County Superior Court

Grantee's DUNS Number: 020126041

Federal Award Identification Number (FAIN): 2020-VD-BX-0309

Federal Award Date: 05/01/2020

Grantee Period of Performance Start and End Date: 01/20/2020 TO 01/20/2022

Amount of Federal Funds Obligated by this Agreement: \$128,975

Total Amount of Federal Funds Obligated to the Grantee: \$128,975

Total Amount of the Federal Award in this Agreement: \$128,975

Federal Award Project Description: The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiative may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ 85007

CFDA Number and Name: 16.034 – Coronavirus Emergency Supplemental Funding Program

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 10th day of June, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY SUPERIOR COURT hereinafter called "GRANTEE". The COMMISSION enters into this agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This agreement will commence on 1/20/2020 and terminate on 1/20/2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION 60 calendar days prior to the end of the award period. The COMMISSION, in its sole discretion, may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose or conditions of this agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

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

II. If to the GRANTEE:

Cochise County Superior Court
PO Box 204
Bisbee, Arizona, 85603

Attn: **Court Administrator/Chief Probation Officer**, John Schow

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

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

APPROVED LINE ITEM PROGRAM BUDGET		
Personnel:		
Salaries		NOT APPROVED
Fringe Benefits*		NOT APPROVED
Overtime (includes Fringe Benefits)		NOT APPROVED
Professional & Outside/Consultant & Contractual Services		NOT APPROVED
Travel In-State		NOT APPROVED
Travel Out-of-State		NOT APPROVED
Confidential Funds		NOT APPROVED
Operating Expenses:		
Supplies		\$121,175
Registration/Training		NOT APPROVED
Other		NOT APPROVED
Equipment		
Capital		NOT APPROVED
Noncapital		\$7,800
TOTAL		\$128,975
See Attachment A for detail on Other Operating Expenditures and Equipment		

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

7. The total to be paid by the COMMISSION under this agreement shall not exceed \$128,975 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDJ), Office of Justice Programs (OJP). If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
8. Every payment obligation of the COMMISSION under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the

COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

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

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by the GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, when the equipment is no longer needed for the grant program.
Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

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

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

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

20. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.
21. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. The primary method of payment shall be by reimbursement unless an alternative method is approved by the COMMISSION. Supporting documentation must be submitted with all reimbursement requests. Approved advance payments may require supporting documentation such as proof of order, invoices, or personnel expense certifications.
22. GRANTEE understands that a complete reimbursement request must include invoices and proof of payment for all expenditures. Sufficient documentation includes (a) copies of canceled warrants or Electronic Funds Transfer (EFT) documentation, (b) documentation from an official accounting system which includes payee, date, amount paid, and warrant, EFT or payment, (c) copies of invoices, and (d) payroll records for personnel expenditures, including overtime and Employee Related Expenditures (ERE). All expenses must be invoiced and received before the end of the performance period and included in the final reimbursement request. For equipment expenses, GRANTEE shall submit a copy of the packing/receiving slip showing the date the

equipment was received. GRANTEE understands that credit or purchasing card statements are not an acceptable form of proof of payment.

23. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 calendar days after the last day of the award period.
24. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
25. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within 60 calendar days of the expiration of this award.
26. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of a written request from the COMMISSION.
27. If award funds are being transferred to GRANTEE in advance, the GRANTEE is required to establish an interest-bearing account dedicated specifically to this award. The GRANTEE must maintain advance payments of federal grants in interest-bearing accounts unless regulatory exclusions apply (2C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The GRANTEE also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 60 calendar days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the COMMISSION at the time of close-out.
28. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
29. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.
30. Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transaction[s] [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "placing unreasonable requirements on firms in order for them to qualify to do business" and taking "any arbitrary action in the procurement process") – no GRANTEE may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
31. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
32. GRANTEE agrees not to use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds unless otherwise noted in the grant solicitation.)

33. GRANTEE agrees not to use grant funds for food or beverage unless explicitly approved in writing by the COMMISSION.
34. GRANTEE agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approvals, and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, training, and other events, including the provision of food or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
35. The GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws.
36. The GRANTEE may not reduce state or local funds for an activity specifically because the award funds are available to fund that same activity. The award funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, the award funds may not replace state or local funding that is required by law. If a question of supplanting arises, the GRANTEE will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds
37. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this agreement.
38. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this agreement, and any litigation regarding this agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the agreement, the complaining party shall notify the other party in writing thereof. Within 30 calendar days of such notice, representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on the application of a party shall appoint the arbitrator.

- V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its expenses and attorney's fees.
39. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
40. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use, which may have been incurred by the GRANTEE.
41. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
42. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the

State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

43. Restrictions and certifications regarding nondisclosure agreements and related matters

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

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

I. In accepting this award, the GRANTEE:

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

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

a. it represents that:

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

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

44. GRANTEE agrees to notify the COMMISSION within ten (10) days if the project official is replaced during the award period.
45. No rights or interest in this agreement shall be assigned by GRANTEE without the prior written approval of the COMMISSION.
46. GRANTEE will comply with the audit requirements of 2 C.F.R. 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
47. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, and the DOJ Grants Financial Guide.
48. The GRANTEE must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020. **Link:** <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>
49. If the GRANTEE currently has other active awards of federal funds, or if the GRANTEE receives any other award of federal funds during the period of performance for this award, the GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost times for which funds are provided under this award. If so, the recipient must promptly notify the COMMISSION in writing of the potential duplication, and, if so requested by the COMMISSION, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.
50. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
51. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil or criminal penalties.
52. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/SAM/>

53. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
54. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
55. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
56. GRANTEE agrees to cooperate and participate with all assessments, evaluation efforts, or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
57. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials must be prior to or simultaneous with their public release.
58. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2020-VD-BX-0309 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
59. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subparts C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination based on race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination based on age in the delivery of services. If in the three years before the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

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

Link:

https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFait_h

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

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

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

62. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
63. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that apply to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
64. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in

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

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

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

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

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

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

Link: <https://www.niem.gov/>

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

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

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

69. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost-beneficial or would impair the functionality of an existing or proposed IT system.

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

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

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

cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

78. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government, without the express prior written approval of the Commission.
79. GRANTEE agrees that no funds provided, or personnel employed under this agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
80. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
81. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
82. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
83. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
84. Unless the COMMISSION authorizes an extension, the GRANTEE must liquidate all obligations incurred under this award not later than 60 calendar days after the end of the performance period, as specified in the terms and conditions of this award.
85. The close-out of the grant will not occur (a) if litigation, including an appeal, is pending, (b) in the case of terminated grants where termination actions are pending, or (c) if allowable costs have not yet been paid to the recipients.
86. Upon close-out, the COMMISSION will make prompt payment to GRANTEE for allowable reimbursable costs covered under the award and included in the approved budget. GRANTEE must promptly refund the COMMISSION any unencumbered or unobligated funding advanced that is not authorized to be retained for use under the award. After close-out of the award, any subsequent invoices received by the GRANTEE shall be the responsibility of the GRANTEE, even if the funding was obligated before the award was closed-out.
87. The GRANTEE is obligated to refund to the COMMISSION (a) any overage paid to the GRANTEE by the COMMISSION after balancing award account, (b) any investment income or interest that was earned on an advance of award funds that are due to the COMMISSION, AND (c) any other monies that are due to the COMMISSION under the provisions of the grant award.

88. This agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
89. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall be in full force and effect.
90. GRANTEE agrees to comply with all Special Condition(s) included with this agreement on the Grant Agreement Continuation Sheet.
91. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

**Arizona Criminal Justice Commission
Arizona Coronavirus Emergency Supplemental Funding Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly and with a final report. These funds are subject to audit. Program income that is earned during the final 60 days of the award period, if appropriate, must be obligated and expended for permissible uses during the 60 days following the award period. Any program income that is earned but not obligated or expended within 60 days of the end of the award period must be returned to the COMMISSION.
3. Quarterly activity reports must be submitted through the ACJC Reporting System: <https://acjcreporting.azcjc.gov>. Financial reports must be submitted through the ACJC Grant Management System: <https://acjc.azcjc.gov/GMS3/LogIn.aspx>. Failure to submit required activity reports or finance reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
4. Upon request, the GRANTEE must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the GRANTEE. Accordingly, the GRANTEE agrees first to determine if any of the following activities will be funded by the grant, before obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the GRANTEE agrees to contact the COMMISSION. The GRANTEE understands that this condition applies to new activities as set out below, whether or not they are funded explicitly with these award funds. That is, as long as the activity is being conducted by the GRANTEE, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are; (a) New construction; (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; (c) A renovation, lease, or any proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size; (d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or education environments; and (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to GRANTEE'S Existing Programs or Activities: For

any of the GRANTEE'S existing programs or activities that will be funded by these award funds, the GRANTEE, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

5. No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), or Unmanned Aerial Vehicles (UAV) without prior written approval from the COMMISSION. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through the Grant Management System (GMS).
6. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with award funds may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.
7. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.
8. The GRANTEE must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into the agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into the agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



**ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT**

ATTACHMENT A

Cochise County Superior Court OOE and Equipment Detail		
Line Item	Expense Type	Quantity
Other Operating Expenditures	Surgical Mask 3-Ply 100/box	1,014
	Gloves 90/box	350
	Hand Sanitizer 33oz	922
	Disinfecting Wipes 78/pack	130
	Disinfectant Cleaner 4 gal/case	169
Equipment	Handheld Sprayer	13



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

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

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

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

Certificate Of Completion

Envelope Id: 877B25C29A5D4906BC7CDF12A37040AD

Status: Sent

Subject: Please DocuSign: ACESF Template

Source Envelope:

Document Pages: 25

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Anthony Vidale

AutoNav: Enabled

tvidale@azcjc.gov

Envelopeld Stamping: Enabled

IP Address: 159.87.74.2

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Anthony Vidale

Location: DocuSign

6/10/2020 11:14:46 AM

tvidale@azcjc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Arizona Criminal Justice Commission

Location: DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Peggy Judd

pjudd@courts.az.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Andrew LeFevre

alefevre@azcjc.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Niltza Flores

nflores@cochise.az.gov

Sent: 6/10/2020 11:19:11 AM

Viewed: 6/10/2020 2:27:08 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/10/2020 2:27:08 PM
ID: 332daf23-c89f-4df6-98d8-928f7013a0ec
Company Name: Arizona Criminal Justice Commission

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2020 11:19:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Criminal Justice Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Criminal Justice Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Regular Board of Supervisors Meeting

Development Services

Meeting Date: 06/23/2020

Grant No. 3-04-0013-014-2020 in the amount of \$164,726 for Cochise County Airport Apron Design

Submitted By: Dan Coxworth, Development Services

Department: Development Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Dan Coxworth

TITLE of PRESENTER: Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve an Airports Grant of Federal funds for the design of the apron for the Cochise County Airport, in the amount of \$164,726.

Background:

This grant agreement is being issued in order to complete the design of the project to reconstruct the apron at the Cochise County Airport in Willcox. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

Department's Next Steps (if approved):

If approved, the Director of Development Services will accept and sign the grant offer.

Impact of NOT Approving/Alternatives:

Loss of \$164,726 for the design of the apron at the airport.

To BOS Staff: Document Disposition/Follow-Up:

The Development Services Director electronically signs the grant offer. The attached grant offer is a draft.

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

Grant Offer (Draft)



U.S. Department
of Transportation
Federal Aviation
Administration

DRAFT GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	<u>DRAFT</u>
Airport/Planning Area	<u>Cochise County</u>
AIP Grant Number	<u>3-04-0049-006-2020</u>
Unique Entity Identifier	<u>020126041</u>
TO:	<u>County of Cochise</u>
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated , for a grant of Federal funds for a project at or associated with the Cochise County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Cochise County Airport (herein called the "Project") consisting of the following:

Reconstruct Apron - Design Only

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$164,726.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$164,726 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. May not be increased for a planning project;

- B. May be increased by not more than 15 percent for development projects if funds are available;
- C. May be increased by not more than 15 percent for land project if funds are available.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 25. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

DRAFT

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

DRAFT

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

County of Cochise

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

DRAFT

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Regular Board of Supervisors Meeting

Workforce Development

Meeting Date: 06/23/2020

Approval of the Southern Arizona Workforce Investment Area for Local Governance Agreement

Submitted By: Anita Baca, Housing Authority

Department: Housing Authority

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 4

NAME of PRESENTER:	Ms. Vada Phelps	TITLE of PRESENTER:	Executive Director, AZ at Work, SEAZ

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the Southern Arizona Workforce Investment Area for Local Governance Agreement to Establish the Fiscal and Administrative Responsibilities for the ARIZONA@WORK, Southeastern Arizona Workforce.

Background:

This Intergovernmental Agreement, hereinafter referred to as the "Agreement", is entered into between Cochise County, a body politic and corporate of the State of Arizona (Cochise) and Graham County, a body politic and corporate of the State of Arizona, (Graham) and Greenlee County, a body politic and corporate of the State of Arizona (Greenlee), to establish the fiscal and administrative responsibilities for the ARIZONA@WORK, Southeastern Arizona Workforce Development, hereinafter referred to as "SAWD", and CPIC, Inc. dba ARIZONA@WORK-Southeastern Arizona. (Cochise Private Industry Council (CPIC) is a non-profit 501 (c)(3) workforce development organization for the Arizona counties of Cochise, Graham & Greenlee dba ARIZONA@WORK-Southeastern Arizona). This agreement outlines the terms and conditions under which the Consortium members shall govern and administer job training services in the aforementioned counties under Title II of the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Department's Next Steps (if approved):

Ms. Vada Phelps will continue to have the four original copies of the Agreement signed and submitted to the State of Arizona for program compliance.

Impact of NOT Approving/Alternatives:

[ARIZONA@WORK](#), SEAZ will not be certified as a local workforce area.

To BOS Staff: Document Disposition/Follow-Up:

Once the four originals are signed, send to the attention of Ms. Vada Phelps to obtain the remaining signatures. A fully signed original will be returned to the Cochise County Board of Supervisors for their records.

Ms. Vada Phelps
Executive Director
ARIZONA@WORK, SEAZ9
900 Carmelita Drive
Sierra Vista, AZ 85635

Attachments

WDSEAZ Shared Governance Agreement

SOUTHEASTERN ARIZONA WORKFORCE INVESTMENT AREA FOR LOCAL GOVERNANCE

This Intergovernmental Agreement, hereinafter, referred to as, “Agreement” is entered into between Cochise County, a body politic and corporate of the State of Arizona (Cochise) and Graham County, a body politic and corporate of the State of Arizona, (Graham) and Greenlee County, a body politic and corporate of the State of Arizona (Greenlee), to establish the fiscal and administrative responsibilities for the ARIZONA@WORK, Southeastern Arizona Workforce Development hereinafter referred to as “SAWD” and CPIC, Inc. dba ARIZONA@WORK-Southeastern Arizona. (Cochise Private Industry Council (CPIC) is a non-profit 501 (c)(3) workforce development organization for the Arizona counties of Cochise, Graham & Greenlee dba ARIZONA@WORK-Southeastern Arizona). This agreement outlines the terms and conditions under which the Consortium members shall govern and administer job training services in the aforementioned counties under Title II of the Workforce Innovation and Opportunity Act (WIOA) of 2014.

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 and WIOA Regulations were developed to implement the WIOA, and authorize the expenditure of federal funds for job training programs in locally determined Workforce Areas; and

WHEREAS, Cochise, Graham and Greenlee County Boards of Supervisors, respectively hereby establish as a local workforce area for the purpose of administering WIOA funds and services; and

THEREFORE, in consideration of the agreement of the parties hereinafter set forth, the Counties agree to the following:

1. Liability of funds:

Cochise, Graham and Greenlee Counties, through their Boards of Supervisors, respectively approve the designation of Cochise County as Grant Recipient for the Consortium, with liability for said funds as noted in WIOA 107(d) (12) (B) (I) (I)) as required under 20 CFR Part 667.705, the Cochise County Board of Supervisors as Chief Elected Officials are liable in their official capacity and are not personally liable for misuse of WIOA funds.

2. Grant and fiscal agent recipient and signatory:

Cochise, Graham and Greenlee Counties, through their Boards of Supervisors, respectively approve the designation of Cochise County as Grant Recipient for Consortium, with liability for said funds, as required by WIOA 107(d)(12)(B)(I)(I).

It is acknowledged by Graham and Greenlee Counties through their respective Boards of Supervisors, that Cochise County has been selected and approved the designation of ARIZONA@WORK, Southeastern Arizona Workforce Development (SAWD), as Administrative Entity for the Consortium with liability for the administration as outlined in WIOA 107 (d)(12)(B)(I)(II) and 20 CFR 679.420. The Chairman of the Cochise County Board of Supervisors as part of his/her authority will be the designated signatory authority.

3. Fiscal agent designation:

Cochise County Board of Supervisors shall establish fiscal control and fund accounting procedures as necessary to assure the proper disbursement of, and accounting for, federal funds allocated to all programs and said procedures shall ensure that all financial transactions carried out are conducted and records maintained in accordance with generally accepted accounting principles. Cochise County Board of Supervisors shall comply with all applicable uniform accounting principles and administrative requirements for grants and agreements, included in the appropriate circulars and rules as promulgated by the Federal Office of Management and Budget, United States Department of Labor and the State of Arizona, Department of Economic Security, as applicable. Cochise County Board of Supervisors, Fiscal Agent, assure they only have access to the financial system or compliance documents, not the service provider.

4. Local Board budget approval:

The SAWD will present the annual budget to the consortium for review and recommendations as required under WIOA 107(d) (12) (A) and 20 CFR 679.370(0) for carrying out the duties of the Local Board. The SAWD will approve an annual budget developed by SAWD for all Title I activities, including administrative and operational activities, for the purpose of carrying out the duties of the SAWD. The budget will be based on the annual WIOA allocation received by SAWD. The SAWD will approve the annual budget and forward to the Chief Elected Official (Cochise County Board of Supervisors) for approval.

5. Participating chief elected officials:

Cochise County, through SAWD, shall establish and maintain a Local Workforce Development Board, representative of the Consortium and as required by the Act, for the purpose of advising and consenting to the operations of the SAWD and otherwise providing oversight to the provision of WIOA Services. The Local Board shall consist of the members as required by the WIOA law.

Upon receiving, a selection of choices from SAWD Members for the Consortium as required by the Act shall appoint members.

6. Amendment or change to the elected official agreement:

The agreement will be changed or amendments will be added upon agreement of all parties in writing as necessary including how an election may affect this existing agreement. All amendments or changes will be maintained at the local administrative entity office and available for monitoring.

The effective date of this agreement shall be upon signature by all parties to the agreement, whichever occurs first. This agreement is annually and automatically reviewed for an indefinite duration, or until such time that, a member should decide to terminate its membership. Any member may withdraw by giving 180 days written notice to Cochise County, SAWD and other members of the Consortium. In such cases, all pertinent terms of the agreement shall continue in effect for the remaining members.

Cochise County shall continue as the Grant Recipient for an indefinite period, or until all parties to the Agreement, which the other's concurrence, determine to modify the agreement.

ARIZONA@WORK SOUTHEASTERN ARIZONA shall continue as the Administrative entity for an indefinite period or until all parties to the agreement, with the other's concurrence, determine to modify the agreement.

Modifications to this Agreement shall be written amendments and signed by all parties.

7. Designation of a chief lead elected official:

The Chairmen of the Boards of Supervisors are liable for all WIOA Title 1B funds in the local area, and required to approve or provide guidance on the Local Board Activities and will act on behalf of the other Supervisors.

The Chairman of the Cochise County Board of Supervisors is the individual selected by the participating Boards of Supervisors who may act on their behalf for the three County area.

8. Local Board member representation:

The SAWD will assist the Chairman of the Cochise County Board of Supervisors to ensure Local Board representation is fair and equitable across the local area.

- A. Majority Local Business Representatives (more than 50%)
- B. Labor and apprenticeship required Community Based Organizations and other youth-related optional (20% min.)
- C. Education and Training – Title II and high education required – Local education and Community Based Organizations helping barrier individuals (optional)

- D. Government, Economic and Community Development – Eco/Dev, Wagner-Peyser and Vocational Rehabilitation required; philanthropic and others optional.

The nominating organization will submit a document or letter to the Board of Supervisors signed by the Chief Operation Officer or his designated staff identifying the individual to be nominated and acknowledge the nominee's optimum policy making authority or as identified by job title, including a resume or work history.

The Board of Supervisors will advise the nominee and SAWD by letter of the appointment.

The appointed Board Member will advise SAWD and resign if they no longer hold the position that made them eligible.

9. Communication:

Periodically, the SAWD will develop a Strategic Plan with regard to the administration of WIOA services within the Consortium as may be required by either the Arizona Department of Economic Security (DES) WIOA Administration and/or the Governor's County on Workforce Policy. Upon completion of the Strategic Plan and prior to submittal to DES, the SAWD will provide a copy of the plan for review by the respective Board of Supervisors for all counties in the Consortium. Graham and Greenlee Counties may then submit a letter of recommendation for approval or submit recommendations for revision. Final approval of the plan shall require approval of counties in the Consortium by their respective Boards of Supervisors.

The Local Boards and Board of Supervisors will meet once a year as possible.

Cochise County, through its Administrative entity, SAWD, shall develop programs, services and budgets for all member counties of the Consortium within the constraints of WIOA, inclusive of Adult, Youth and Dislocated Worker Services. SAWD shall ensure the delivery of effective programs that provide the most beneficial mix of services to eligible residents and private or public employers within the Consortium.

Contact persons for the member counties and SAWD, under this agreement are as follows:

County Administrators:

Edward T. Gilligan
1415 Melody Lane, Bisbee AZ 85603

Dustin Welker, Graham County Manager
921 Thatcher Blvd., Safford, AZ 85546

Derek Rapier, Greenlee County Manager
P.O. Box 908, Clifton, AZ 85533

Vada Phelps, SAWD Executive Director
900 Carmelita Drive, Sierra Vista, AZ 85635

ANNUAL REPORT AND AUDITS:

SAWD shall provide an Annual Report at the end of each program year to each of the respective member counties inclusive of the following information, or on a per County basis:

- *the location of the local SAWD offices.
- *Number of Adult, Youth and Dislocated Worker Participants that were registered, served and exited during each program year.
- *The number of Summer Youth Participants that were served each summer and the location where they accomplished a work experience component.
- *The overall number of residents served in the local One Stop Office that were not registered as Participants.
- *The amount of funding that was expended specifically within each county for provision of WIOA services.

The Annual Report should also include the following information with regard to the overall Consortium:

- *Copies of any programmatic or fiscal Quality Assurance and/or Monitoring Reports and Responses that were issued by either DES, WIOA Administration or the U.S. Department of Labor, if any.
- *A copy of the annual performance measures report issued by DES Administration that indicates the overall performance of the Consortium.

GOVERNING STATE LAW:

All matters governed by the Agreement shall be subject to the conflict of interest provisions of A.R.S. 38-501 through A.R.S. 38-511, as well as, such other relevant provisions in A.R.S. that are applicable to the planning, implementation and delivery of WIOA services in the Consortium and as contained in the Strategic Plan.

SHARED GOVERNANCE AGREEMENT

1. Local Board Membership

a. Terms

Board appointments shall consist of staggered terms. Such terms are for four-year periods. Upon expiration of an appointee's term of office, subsequent appointments shall be for a four-year term.

b. Nomination

A nomination committee shall be appointed from volunteers of the full board by the President/Chair. At the next meeting of the board, the nomination committee shall present a list of board members that have consented to serve the position of President/Chair, Vice President, Secretary or Treasurer if elected.

The board members present at the meeting that the ballot is submitted shall vote for one board member for President/Chair, one board member for Vice President, one board member for secretary and one board member for Treasurer by raise of hands. The board members receiving the majority of the votes will be elected to serve in the capacity of the office for which they were elected as stated above, until replaced.

For each position that requires a nomination, the Local Board shall submit to the appointed Chief Elected Officials of the local area, the Chairman of the Cochise County Board of Supervisors, a document or letter signed by the Chief Executive Officer or designee identifying the individual being nominated. The document or letter must also acknowledge the nominee's optimum policy-making authority and include documentation of curriculum vitae, resume or work history supporting the qualification of the nomination.

c. Appointment

Local Board member appointments will be made by the Chairman of the Cochise County Board of Supervisors as Chief Elected Official and submitted to the local administrative entity in a form of a letter evidenced within either minutes of meetings, or other official communication.

d. Change in status

Local Board members who no longer hold the position or status that made them eligible, must resign or be removed by the Chairman of the Cochise County Board of Supervisors as Chief Elected Official immediately upon notification to the Local Board Chair of the change of status as representative of the Board.

e. Mid-term appointments

Local Board members replacing out-going member's mid-term will serve the remainder of the out-going member's term.

f. Vacancies

The Local Board vacancies must be filled within 120 days of the vacancy. The Chairman of the Cochise County Board of Supervisors as Chief Elected Official is authorized to make all reappointments of members. Reappointments must be made with 120 days, of the term expiration. In the event a vacancy cannot be

filed within 120 days, the local administrative entity will request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120 day timeframe and a description of the process underway to fill the vacancy. The local administrative entity will maintain written approval of the waiver request by the Director of the State Workforce Development Board and will be monitored according to the process outlined in their approved waiver request.

g. Removal

The Local Board members will be removed by the Chairman of the Cochise County Board of Supervisors as Chief Elected Official if that member is found to be guilty of one or more of the following offenses:

- *Fraud in securing an appointment;
- *Neglect of duties required by the board member;
- *Drunkenness while performing duties as a board member;
- *Addiction to the use of narcotics or habit-forming drugs;
- *Conviction of a felony or a misdemeanor involving moral turpitude;
- *Documented violation of conflict of interest;
- *Failure to meet Local Board member representative requirements defined in the WIOA and this policy;
- *After three unexcused absences as decided by the Board, that seat will be declared vacant.

The State Administrative Entity reserves the right to conduct an investigation regarding allegations of wrong doing that result in the removal of a board member. The Boards of Supervisors and local workforce board chair will be formally notified in advance of any such investigation and the results.

2. Relationship between chief elected officials and the Local Board

a. Local Plan requirements

The local four-year plan will be developed and submitted to the Governor in partnership between the Boards of Supervisors and the Local Board. The Local Plan shall support the strategy described in the State Plan in accordance with section 102(b) (1) (E) and be consistent with the State Plan. At the end of the first 2-year period of the four-year Local Plan, the Board will review the Local Plan and, in partnership with the Boards of Supervisors, shall prepare and submit modifications to the Local Plan to reflect changes in labor market and economic conditions or any other factor affecting the implementation of the Local Plan.

It will include an analysis of the regional economic conditions, analysis of the knowledge and skills needed to meet the employment need of the employers in the region, an analysis of the workforce in the region, an analysis of the workforce development activities, a description of the Local Board's strategic

vision and goals, and a strategy to work with the entities that carry out the core programs to align resources available to the local area, a description of the workforce development system that identified the programs that are included in the system and how the Local Board will work with those entities.

Prior to the date on which the Local Board submits the Local Plan they shall:

- *Make copies of the proposed Local Plan to the public through electronic and other means, including public hearings and local news media.

- *allow members of the public, including representatives of business, representatives of labor organizations, and representative of education to submit to the board comments on the proposed Local Plan no later than the end of the 30 day period beginning on the date that the proposed Local Plan is made available,

- *include with the Local Plan submitted to the Governor any comments that represent disagreement with the plan.

b. Budget and approval

A budget will be developed by the SAWD and the annual budget will be presented to the consortium for review and recommendations as required under WIOA 107(d)(12)(A) and 20 CFR 679.370(o) for the purpose of carrying out the duties of the Local Board. The SAWD will approve an annual budget developed by SAWD for all Title I activities, including administrative and operational activities, for the purpose of carrying out the duties of the SAWD. The budget will be based on the annual WIOA allocation received by SAWD. The SAWD will approve the annual budget and forward to the Chief Elected Official (Cochise County Board of Supervisors) for approval.

c. Selection of Operators and providers

A guideline and process has been completed as required by - WIOA 107(d) (10) (A) through (E) and the State Workforce Development Board policy, including the process for getting Chairman of the Cochise County Board of Supervisors agreement on the selections. The process will be completed by Cochise County Procurement office, and approved by the Cochise County Board of Supervisors and signed by the Chairman of the Cochise County Board of Supervisors with the agreement of the SAWD. The performance both of program and of fiscal compliance will be monitored on a quarterly basis, unless it is determined by the fiscal entity to be needed more often, for compliance with contracts. Upon determination of non-compliance the contact may be put into a performance improvement plan or terminated as deemed necessary by the Chairman of the Cochise County Board of Supervisors and the Local Board in accordance with 2 CFR part 200. A yearly audit will be required within 90 days at the end of their fiscal year

d. Youth activities

At this time, the Local Board does not plan to establish a Youth Committee. However, should the Local Board decided to establish a standing youth committee the composition of and appointment procedures will be in accordance with (20 CFR 681.110). Should the board decided not to establish a standing youth committee, the Local Board will carry out its responsibilities for youth activities under the youth formula programs as described by the law.

The Local Board staff will monitor and evaluate youth activities at their quarterly Board Meetings. The Board will address any recommendations, changes or concerns.

e. Program oversight

The Local Board staff in partnership with the Boards of Supervisors will conduct program oversight responsibilities as outlined in WIOA Secs. 134(c) and (d) for adult and dislocated worker employment and training activities and WIOA Sec. 129(c) for youth workforce investment activities. The Local Board will provide oversight and evaluate quarterly or anytime they deem necessary. The Local Board will report to the Boards of Supervisors on an annual basis the activities of the SAWD goals outlined in the local plan.

Performance Accountability Measures

The Cochise County Board of Supervisors has given authority to SAWD to negotiate and reach agreement on local performance measures with the State of Arizona Department of Economic Security WIOA administrative entity and the Governor. Once SAWD and the WIOA administrative entity have reach agreement the local performance measures will be submitted to the Cochise County Board of Supervisors for approval.

f. Local Board Policy

A policy will be developed with the participation of members of the Local Board, staff and in partnership with the Cochise County Board of Supervisors. It will be presented to the full Local Board for comment, approval, disapproval, modification including implementation in accordance with 20 CFR 679.310 (b)).

The Local Board will ensure the appropriate use and management of the funds provided under Title I-B for the Youth, Adult and Dislocated Worker activities and the local ARIZONA@WORK system including the use and management of the funds to maximize performance outcomes under WIOA 116, by being one of the signatures on all expenditures and receiving a financial and programmatic report from the finance oversite committee and staff. The report will also include a list of all expenditures and a budget

report at each board meeting. Alternatively, more often if requested by the Local Board or Chairman of the Cochise County Board of Supervisors.

g. Memorandum of Understanding

A MOU will be developed by all partners for all workforce system programs and presented to the Local Board and will include the Boards of Supervisors, with the understanding between workforce system partners and the Local Board.

3. Conflict of interest

SAWD Board Members shall avoid both conflict of interest and appearance of conflict of interest in the conduct of the Board's business.

SAWD shall follow: Arizona law on Conflict of Interest as set forth in Arizona Revised Statutes, Title 38 – Public Officers and Employees, Chapter 3 – Conduct of Office, Article 4 Section 38-447 and Article 8 Section 38-501-511.

Conflict of Interest is defined as real, apparent and organizational. It refers to circumstances where an individual or an organization the individual represents has competing interest that may affect that person's ability to act objectively and without bias. Where there may be circumstances or actions that have the potential to undermine the impartiality of a person due to a clash between the person's interests and their organizational role, or between competing organizational roles if a person serves in more than one organizational role.

If there is a possibility of a conflict of interest, a written agreement will be included. Conflict of interest and the firewalls are listed in this agreement.

ARIZONA@WORK Southeastern Arizona will evaluate and monitor compliance with the laws and regulations and take prompt and appropriate action when any noncompliance is identified in accordance with Uniform Guidance 2 CFR 200.61 and 200.62 and 20 CFR 683.220.

A Local Board member may not vote on any matter that would provide direct financial benefit to the member or the member's immediate family, or on matters of the provision of services by the member or the entity, the member represents.

A Local Board member must avoid even the appearance of a conflict of interest. Prior to taking office, Local Board members must provide to the Local Board President or Chair a written declaration of the substantial business interest or relationship they or their immediate families have with all businesses or organizations that have received, are currently receiving or are likely to receive contract of funding from the Local Board. Such declarations must be updated annually or within 30 days to reflect any changes in such business interest or

relationships. The Local Board must appoint an individual to review the disclosure information in a timely manner and advise the Local Board President or Chair and appropriate members of the potential conflicts.

Prior to a discussion, vote, or decision on any matter before the Local Board, if a member, or a person in the immediate family of such member, has a substantial interest in or relationship to a business entity, organization, or priority that would be affected by any official Local Board action, the member must disclose the nature and extent of the interest or relationship and must abstain from discussion and voting on or in any other way participating in the decision on the matter. All abstentions must be recorded in the minutes of the Local Board meeting and be maintained as part of the official record.

It is the responsibility to the Local Board members to monitor potential conflict of interest and bring it to the Local Board's attention in the event a member does not make a self-declaration.

In order to avoid a conflict of interest, a Local Board must ensure that the Local Board's workforce service providers for WIOA Title 1B adult, dislocated worker and youth programs must not employ or otherwise compensate a current or former Local Board member or Local Board employee or grant recipient who was employed anytime during the previous 12 months.

The Local Board must ensure that the Local Board, its members, or its administrative staff do not directly control the daily activities of its workforce service providers, workforce system partners, or contractors.

Local Board members or their organizations may receive services as a customer of a local services provider or workforce system partner.

A clear separation of duties will be enforced by the Chairman or President of the Local Workforce Development Board to make sure all firewalls between staff that perform governance functions and operation functions that serve multiple roles in the one-stop service delivery system will be enforced in accordance with the Organizational Chart.

4. Authorized Signatures

All the appropriate persons of all partners that will then be submitted to the Local Board will sign the MOU. At that time, the MOU partnership agreement will be signed by the Chairman of the Cochise County Board of Supervisors and by the Local Board chair.

5. Amendments, change or election

The Agreement will be changed or amendments will be added upon agreement of all parties in writing as necessary including how an election may affect this existing agreement. All amendments or changes will be maintained at the local administrative entity office and be available for monitoring.

The effective date of this agreement shall be upon signature by all parties to the agreement, whichever occurs first. This agreement is annually and automatically reviewed for an indefinite duration, or until such time that, a member should decide to terminate its membership. Any member may withdraw by giving 180 days written notice to Cochise County, SAWD and other members of the Consortium. In such cases, all pertinent terms of the agreement shall continue in effect for the remaining members.

Cochise County shall continue as the Grant Recipient for an indefinite period, or until all parties to the Agreement determine to modify the agreement.

The One Stop Operator (OSO) will manage all aspects of the integrated service delivery coordination to foster partnerships to promote Center function as a multi-agency team and ensure seamless service to customers, including:

System Partner Coordination:

The OSO shall, at a minimum:

- Monitor all System Partner Memorandums of Understanding (MOUs) to ensure maximum availability of services for customers.
- Coordinate training for System Partner staff. Coordinating training includes, but is not limited to: identifying training needs, scheduling trainers and facilities for training sessions, to be funded by System Partners, and tracking System Partner staff participation. Training costs, which will be paid by the System Partners, must be approved in writing and in advance.
- Schedule and staff quarterly System Partner meetings. Staffing duties include preparing meeting agendas, distributing meeting agendas to System Partners and Contractor staff in advance of the meetings, facilitating the meetings, taking meeting minutes, and distributing meeting minutes to System Partners and Contractor staff.
- Ensure Contractor logos and branding are used exclusively and consistently.

Continuous Improvement Efforts:

The OSO shall, at a minimum:

- Administer customer satisfaction surveys for first time customers via email or in-person;
- Administer event participant survey for recruitments and other events in-person or via email within three business days of the event;

- Conduct at least one customer focus group twice a year to improve customer and participant satisfaction; and
- Research best practices and provide continuous improvement recommendations on an annual basis

ACCESSIBILITY AND EQUAL OPPORTUNITY

The OSO shall ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. The OSO will demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves the OSO ensuring its staff receive accessibility training and may involve developing accessibility plans. The OSO shall ensure all written material and communications include the statement: "Equal Opportunity Employer/Program; Auxiliary Aids and Services are available upon request" along with a contact number to coordinate needed arrangements. The OSO shall comply and adhere to all Federal and Arizona State regulatory guidance and practices in regard to equal opportunity and ADA compliance.

SAWD will use the policies and procedures included in their finance manual, which depend on the services and costs involved.

ARIZONA@WORK SOUTHEASTER ARIZONA WORKFORCE DEVELOPEMENT shall continue as the Administrative Entity for an indefinite period or until all parties to the agreement with the other's concurrence, determine to modify the agreement.

Modifications to this Agreement shall be written amendments and signed by all parties to the agreement.

6. Communication with Elected Officials

Periodically, the SAWD will develop a Strategic Plan with regard to the administration of WIOA services within the Consortium as may be required by either the Arizona Department of Economic Security (DES), WIOA Administration and/or the Governor's County on Workforce Policy. Upon completion of the Strategic Plan and prior to submittal to DES, the SAWD will provide a copy of the plan for review by the respective Board of Supervisors for all counties in the Consortium. Graham and Greenlee Counties may then submit a letter of recommendation for approval or submit recommendations for revision. The Cochise County Board of Supervisors shall complete final approval of the plan.

The Local Boards and Cochise County Board of Supervisors as Chief Elected Officials will meet once a year, as possible.

Cochise County, through its Administrative Entity, SAWD, shall develop programs, services and budgets for all member counties of the Consortium within the constraints of WIOA, inclusive of Adult, Youth and Dislocated Worker Services. SAWD shall ensure the delivery of effective programs that provide the most beneficial mix of services to eligible residents and private or public employers within the Consortium.

The Cochise County Board of Supervisors shall procure a One Stop Operator using Cochise County Procurement Policies and Procedures.

Contact persons for the member counties and SAWD, under this agreement are as follows:

Edward T. Gillian, County Administrator
1415 Melody Lane, Bisbee AZ 85603

Dustin Welker, Graham County Manager
921 Thatcher Blvd., Safford, AZ 85546

Derek Rapier, Greenlee County Manager
P.O. Box 908, Clifton, AZ 85533

Vada Phelps, AZ@WK SEAZ, Executive Director
900 Carmelita Drive, Sierra Vista, AZ 85635

7. Communication with Public

The Local Board provides information through its web-site, Facebook, posted notices of open meetings, information regarding the activities of the Local Board as required by WIOA 107(e) and 20 CFR 679390, including the following:

- a. Information about the Local Plan, or modification to the Local Plan, before submission of the plan;
- b. List of affiliation of Local Board Members;
- c. Selection of one-stop operators;
- d. Award of grants of contract to eligible provides or workforce development activities;
- e. Minutes of formal Meetings of the Local Board;
- f. Local Board By-laws.

8. Executive Director & Staff

- a. The Local Board has the authority to hire a director or staff.

9. Use and Management of Funds

- a. The Local Board will ensure the appropriate use of funds and the use of funds to maximize performance outcomes by having all disbursements signed by at least one member of the Executive Board and quarterly written finance and verbal performance reports to the Board. The Finance Committee will review the disbursements and report to the Local Board. The Local Board and Board of Supervisors will receive the annual independent audit. Any findings will be addressed and corrected within a 30-day period.

10. Providers

- a. Providers will be monitored on a quarterly basis for both fiscal and program performance. A quarterly budget report and yearly audit is required to be presented to the staff and LWDB.
- b. Providers that are not performing or are underperforming will be notified and given an opportunity to correct these issues. After two consecutive notices, if the performance is not corrected as required under 20 CFR 679.370, the contract may be withdrawn and a new Request for Proposal (RFP) process completed.

11. Labor Market

1. The Local Board carries out labor market analysis by having access to the Arizona State labor market information, the labor market information provided by Cochise Economic Research Center, and APS reports for Greenlee and Graham Counties. The Local Board will conduct research and local labor market analysis by serving on economic development boards, doing analyses of local economic conditions and asking for input from various stakeholders to meet workforce needs in training and education. The Local Board is made up of 51% business and they bring their information and expertise to supplement local information.
2. All partners meet several times with each partner writing their part of the plan. Staff of the Local Board took all the pieces and put them into a coherent document. Drafts were presented and everyone's concerns were addressed and incorporated into the plan.
3. Business Representatives continuously meet with businesses in all three counties to promote business representation, develop effective linkages, ensure that activities meet the needs of employers and support economic growth in the three counties using developed strategies to meet the needs of businesses and job seekers.
4. Representatives from secondary and postsecondary education sit on the Local Board, SAWD will lead efforts to develop and implement career pathways that are needed by adults, dislocated workers and youth by aligning the employment, training, education and supportive services in the local area. Staff and board members sit on several boards representing the Local Board's interests and provide information to members of those boards. The educational entities sit on the Local Board, and bring a lot of information about how the partnerships develop and implement career pathways.

5. The Local Board leads efforts in our three counties to identify and promote proven and promising strategies and initiatives to meet the needs of employers, workers and job seekers by taking the message and delivering information to local service agencies and sitting on various boards and attending meetings. A report will be brought back to the full board.
6. The use of social media and various other technology methods are used to meet the required accessibility of the system for employers and job seekers. All one-stop centers have computers and software that is available for both businesses and jobseekers. In each one-stop, there are also staff available to provide services and resources. SAWD will work with partners in the local workforce development area to provide a one door approach to prevent a duplication of services. Technology will be used to give better access to our services in the remote areas of the three counties such as Zoom or Skype. Jobseekers will be introduced to the statewide Arizona Job Connection (AJC) system in order to access available jobs and upload their resume for positions available. Businesses will be introduced to the AJC system to post jobs available and to review resumes of jobseekers available for work and have the job qualifications.
7. The Consortium has negotiated with the Chairman of the Cochise County Board of Supervisors and all required partners for the funding of the infrastructure costs in accordance with 678.715, which include dollars and in-kind services, so that each entity provides its appropriate share.
8. Under WIOA sec. 107 (d) (10) (E) we will work with the State and any other entity to ensure there are sufficient providers available for our local area. With the Eligible Training Provider List (ETPL), clients have many choices. One-Stops have integrated services for individuals with disabilities. Vocational Rehabilitation services are located in the One-Stops as well as telephones and computers designed for individuals with disabilities.
9. ARIZONA@WORK Southeastern Arizona provides training and information. The Local Board and staff members hold meetings and attend meetings to share information with education and training providers in our local areas. SAWD reviews the WIOA Title II Adult Education grant applications for educational services to ascertain if the grant applications are consistent with the local plan. If recommendations are needed to better align the grant applications for Adult Education educational services SAWD makes those recommendations upon conclusion of the review. SAWD works with education and training providers in the local area to coordinate their services to our clients once approval is obtained from the State ETPL coordinator for inclusion to the ETPL listing.
10. All ARIZONA@WORK Southeastern Arizona One-Stop locations have been monitored and inspected to ensure the physical and programmatic accessibility in accordance with WIOA sec. 188. An employee is designated and inspects each location on an annual basis and is available to anyone desiring to file a complaint. Any complaint is addressed within a 24-hour basis.
11. The State of Arizona and members of the Local Board have certified all ARIZONA@WORK Southeastern Arizona locations in accordance with 20 CFR

678.800 and State Workforce Policy #6 (Certification of ARIZONA@WORK Job Centers).

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this Agreement titled Southeastern Arizona Workforce Development Area Consortium Agreement and Cochise, Greenlee and Graham Counties.

COCHISE COUNTY BOARD OF SUPERVISORS:

_____	_____
Chairperson	DATE

ARIZONA@WORK – SOUTHEASTERN ARIZONA WORKFORCE DEVELOPOMENT:

_____	_____
RON CURTIS – PRESIDENT/CHAIRMAN	DATE

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this Agreement titled Southeastern Arizona Workforce Development Area Consortium Agreement and Cochise, Greenlee and Graham Counties.

GREENLEE COUNTY BOARD OF SUPERVISORS:

Chairperson

DATE

ARIZONA@WORK – SOUTHEASTERN ARIZONA WORKFORCE DEVELOPMENT:

RON CURTIS – PRESIDENT/CHAIRMAN

DATE

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this Agreement titled Southeastern Arizona Workforce Development Area Consortium Agreement between Cochise Private Industry Council and Cochise, Greenlee and Graham Counties.

GRAHAM COUNTY BOARD OF SUPERVISORS:

Chairperson

DATE

ARIZONA@WORK – SOUTHEASTERN ARIZONA WORKFORCE DEVELOPOMENT:

RON CURTIS – PRESIDENT/CHAIRMAN

DATE

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this Agreement titled Southeastern Arizona Workforce Development Area Consortium Agreement between Cochise Private Industry Council and Cochise, Greenlee and Graham Counties.