



Cochise County Board of Supervisors

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THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

KIM LEMONS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
TUESDAY, JULY 21, 2020 AT 10:15 AM (note time change)
BOARD OF SUPERVISORS EXECUTIVE CONFERENCE 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 586 019 904#. 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

Adult Probation

1. Approve Proclamation for the week of July 19-25, 2020 as: Pretrial, Probation and Parole Week in Cochise County and encourage all citizens to honor these professionals for their important record of public services faithfully rendered.

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of July 7, 2020.

3. Adopt Resolution 20-08 designating Mr. Keith Buonocore, Chief Fiscal Officer, for submitting the Fiscal Year 2021 Expenditure Limitation Report per ARS 41-1279.07(E).
4. Adopt Resolution 20-09 authorizing the Cochise County Board of Supervisors to designate Emergency Voting Locations for the Primary Election set for Tuesday, August 4, 2020.

County Assessor

5. Approve the Assessor's recommendation to approve the attached list of 46 (2020) property tax exemption applications that qualify for the exemption, but were filed with the Assessor after the statutory filing deadline of March 1, 2020.

Finance

6. Approve demands and budget amendments for operating transfers.

Human Resources

7. Adopt Resolution 20-10, to amend Resolution 19-08 with regard to Cochise County Membership in the Cochise Combined Trust (CCT), effective July 1, 2020 through June 30, 2023.

Workforce Development

8. Approve appointments of Mr. Merritt Essig and Ms. Martha Lujan to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 2024.

PUBLIC HEARINGS

County Attorney

9. Adopt Ordinance 050-21, amending Regulations and Licenses to Video Services Providers to Construct, Install and Operate Video Service Networks Along, Across, Under and Upon Highways in Cochise County, to Increase Fee from 3% to 5% of Licensee's Gross Revenue.
10. Approve Uniform Video Service License Agreement for Cox Communications Arizona, LLC, effective July 21, 2020 through July 20, 2030.
11. Approve Uniform Video Service License Agreement for Cable One, Inc., dba Sparklight, effective July 21, 2020 through July 20, 2030.

Development Services

12. Adopt Zoning Ordinance 20-11 to rezone 79 acres in the Babocomari from R-36 (Residential, minimum 36,000 square feet) to RU-4 (Rural, minimum 4 acres), pursuant to the application of Lisa and Michael Carroll.

ACTION

Board of Supervisors

13. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2020-21 Fiscal Year and approve continuing annual memberships for 2020-21, with payment of associated dues as described herein.

County Attorney

14. Approve the Crime Victim Compensation Grant No. VC-21-050, in the amount of \$69,335, effective July 1, 2020 through June 30, 2021.

County Sheriff

15. Approve Software Service Subscription Agreement Addendum No. 1 with Cogniac Corporation for visual observation automation, in the amount of \$105,000, effective August 1, 2020 through August 1, 2021, with a one-year automatic renewal.
16. Approve Arizona Criminal Justice Commission (ACJC) Grant No. DC-21-003 to fund overtime for the Sheriff's Office Special Operations Division in support of narcotics and smuggling investigations, in the amount of \$92,228, effective July 1, 2020 through June 30, 2021.

Court Administration

17. Approve Federal Fiscal Year 2020 grant funding/reimbursement between the Cochise County Superior Court and the Arizona Department of Economic Security for reimbursable access and visitation activities, in the amount of \$60,074.19, effective October 1, 2019 through September 30, 2020.
18. Approve Fiscal Year 2020-2021 Court Appointed Special Advocate (CASA) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$110,005, effective July 1, 2020 through June 30, 2021.

Health & Social Services

19. Approve ADHS IGA2020-015, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise County Health Department, in the amount of \$554,079, effective July 1, 2020 through June 30, 2021.

Housing Authority

20. Approve Grant #AZ-H2001W033 for the Housing Authority of Cochise County HOPWA CARES Act Program, in the amount of \$68,198, effective July 2020 to June 2023; and ratify HUD Forms SF424 and SF424D dated May 29, 2020 submitted for the grant application.

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

Consent 1.
Adult Probation

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Proclamation - Pretrial, Probation and Parole Supervision Week

Submitted By: Shawneen Serrano, Court Administration

Department: Court Administration

Presentation: No A/V Presentation

NAME John Schow

of PRESENTER:

TITLE Chief of Probation
of PRESENTER:

ORGANIZATION NAME Adult/Juvenile Probation

of PRESENTER:

Information

Agenda Item Text:

Approve Proclamation for the week of July 19-25, 2020 as: Pretrial, Probation and Parole Week in Cochise County and encourage all citizens to honor these professionals for their important record of public services faithfully rendered.

Background:

The American Probation and Parole Association (APPA) annually designates a week to promote and educate the general public on the advantages of pretrial, probation, parole and community supervision programs within their state and local communities. The probation department has celebrated "probation week" for several years, and is including juvenile detention officers who are part of the probation department and who provide a safe and secure environment for youth who are temporarily detained while they do through the court process.

To BOS Staff: Document Disposition/Follow-Up:

Please return five signed Proclamations to John Schow at Court Administration.

Attachments

Probation Proclamation 2020

PROCLAMATION –Pretrial, Probation and Parole Supervision Week

WHEREAS, community supervision professionals are an essential part of the justice system; uphold the law with dignity, while recognizing the right of the public to be safeguarded from criminal activity; and

WHEREAS, sixty-four probation, parole and juvenile detention officers, working for state and county agencies serving Cochise County are responsible for providing critical pre-trial, pre-sentence and post-adjudication assessment and monitoring of juvenile and adult offenders in the community, and in the juvenile detention center; and

WHEREAS, community supervision professionals “Restore Trust, Create Hope” and guide released offenders to a more stable, productive life in the communities in which they reside, and

WHEREAS, community supervision professionals are a true Force for Positive Change in their communities working in partnership with community agencies and groups; and

WHEREAS, community supervision professionals provide services, support, and protection for victims; and

WHEREAS, the criminal and juvenile justice systems in Cochise County could not operate without the dedication and hard work of community supervision professionals that wear a variety of hats during the course of their workday, making a difference in the lives of the offenders they supervise; and

WHEREAS, Cochise County is pleased to pay tribute to this group of men and women who serve steadfastly in a sometime dangerous and overlooked field of criminal justice.

THEREFORE, the Board declares the week of July 19-25, 2020 as: Pretrial, Probation and Parole Week in the County and encourage all citizens to honor these professionals for their important record of public services faithfully rendered.

Approved and adopted this 21st day of July 2020, by the Cochise County Board of Supervisors.

Thomas E. Borer, Chairman

Ann English, Vice-Chairman

Peggy Judd, Supervisor

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 07/21/2020

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 July 7, 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**

Minutes

Demands

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
TUESDAY, JULY 7, 2020**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, July 7, 2020 at 10:15 a.m. in the Board of Supervisors' Executive Conference Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

Staff Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County
Present: Administrator; Christine Roberts, Chief Civil Deputy County Attorney; Kim Lemons, Clerk of the Board; 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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of June 23, 2020.

Court Administration

2. Approve Fiscal Year 2020-2021 Court Improvement Program (CIP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$38,561, effective July 1, 2020 through June 30, 2021.
3. Approve expense transfer of \$4,657.26 from General Fund to Court Improvement Program (Fund 167) effective 6/30/2020.

Elections

4. Adopt Resolution 20-06 canceling the election of certain Precinct Committeemen, for the 2020 Primary Election on August 4, 2020, and appointing all candidates that filed to run for Precinct Committeemen for those precincts in which no election is required.

Finance

5. Approve demands and budget amendments for operating transfers.

Health & Social Services

6. Approve Contract Amendment No. 107-20-1 between Southeastern Arizona Governments Organization (SEAGO) and Cochise County Health and Social Services for Area Agency on Aging (AAA) Case Management Services, in the amount of \$12,000, effective July 1, 2019 through June 30, 2020.

Juvenile Probation

7. Approve expense transfer of \$4,222.03 from General Fund to Juvenile Accountability Block Grant (Fund 580) effective 6/30/2020.

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

PUBLIC HEARINGS

Board of Supervisors

8. Approve a Series #13 (Farm Winery) new liquor license application submitted by Ms. Desiree Ann Gerth, for Strive Vineyards, located at 6217 S. Maranatha Way, Willcox, AZ 85643.

Ms. Kim Lemons, Clerk of the Board, presented this item. Ms. Lemons 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 if any additional comments regarding this public hearing were received and Ms. Lemons stated there was none.

Chairman Borer closed the Public Hearing.

Vice-Chairman English moved to approve a Series #13 (Farm Winery) new liquor license application submitted by Ms. Desiree Ann Gerth, for Strive Vineyards, located at 6217 S. Maranatha Way, Willcox, AZ 85643. Supervisor Judd seconded the motion.

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

9. Approve a Series #6 (Bar) Acquisition of Control liquor license application submitted by Mr. Edward Martin Fee for Sierra Vista Wedding and Events, located at 6398 S. Hwy. 92, Hereford, AZ 85615.

Ms. Kim Lemons, Clerk of the Board, presented this item. Ms. Lemons 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 if any additional comments regarding this public hearing were received and Ms. Lemons stated there was none.

Chairman Borer closed the Public Hearing.

Supervisor Judd moved to approve a Series #6 (Bar) Acquisition of Control liquor license application submitted by Mr. Edward Martin Fee for Sierra Vista Wedding and Events, located at 6398 S. Hwy. 92, Hereford, AZ 85615. Vice-Chairman English seconded the motion.

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

ACTION

Health & Social Services

10. Approve the Arizona Department of Health Services Intergovernmental Agreement (IGA) Contract #ADHS17-133164 Amendment 8 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$241,241, effective July 1, 2020 and ending June 30, 2021.

Ms. Carrie Langley, Health Director presented this item. Ms. Langley said this was a health preparedness grant to allow the department to plan and train for public health emergencies and support additional activities.

Vice-Chairman English complimented Ms. Langley and Mr. Lavine for their work on securing this grant.

Chairman Borer asked if we had received any public comment on this item. Ms. Lemons stated there was none.

Vice-Chairman English made a motion to approve the Arizona Department of Health Services Intergovernmental Agreement (IGA) Contract #ADHS17-133164 Amendment 8 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$241,241, effective July 1, 2020 and ending June 30, 2021. Supervisor Judd seconded the motion.

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

Juvenile Probation

11. Approve Fiscal Year 2020-2021 Juvenile Probation Funding Agreement, as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2020 through June 30, 2021 in the amount of \$919,309.

Ms. Rita Shipley, Courts Budget and Finance Director, presented this item. Ms. Shipley said this agreement will support the average juvenile probation case supervision requirements, impact the number of repeat offenders, and support prevention and treatment programs the courts provide.

Chairman Borer asked if we had received any public comment on this item. Ms. Lemons stated there was none.

Supervisor Judd made a motion to approve Fiscal Year 2020-2021 Juvenile Probation Funding Agreement, as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2020 through June 30, 2021 in the amount of \$919,309. Vice-Chairman English 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 recognized the Finance team and expressed his appreciation for the department's successful completion of payroll, closing one fiscal year and opening another, and a fiscal audit all during a pandemic. These incredible accomplishments were processed and completed on-time using the ADP automated system.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Supervisor Borer said ADOT repairs are done on Highway 92. He thanked County staff, from road crews to office workers and all law enforcement officials, for doing a great job during this difficult time.

Report by District 2 Supervisor, Ann English

Supervisor English said the City of Douglas asked government organizations to participate in a July 4th Parade around the town. It was well-received and a positive event that the community appreciated without having large congregations of individuals.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd said there was an impromptu parade in Benson with no large congregations also. She said communities are using homegrown solutions to do things in a natural way, due to the pandemic, while being considerate of their neighbors.

Chairman Borer adjourned the meeting at 10:38 a.m.

APPROVED:

Thomas E. Borer, Chairman

ATTEST:

Kim Lemons, Clerk of the Board

Demands [07/02/20](#)
 Date Range [06/19/20-06/18/20](#)
 Warrant Range [41205-41448](#)

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41205	06/25/2020	Airwave Communications Enterprises, Inc.	6,265.59
41206	06/25/2020	Aqua Life	5.50
41207	06/25/2020	Arizona Public Service - APS	847.70
41208	06/25/2020	Arizona Public Service - APS	950.35
41209	06/25/2020	Arizona Public Service - APS	3,231.08
41210	06/25/2020	Arizona State Board of Equalization	1,507.31
41211	06/25/2020	Arizona Supreme Court	412.68
41212	06/25/2020	Arizona Water Company	3,022.85
41213	06/25/2020	Be Strong LLC	2,492.31
41214	06/25/2020	Beacon Secure	80.00
41215	06/25/2020	Benson, City of	544.11
41216	06/25/2020	Bestway Electric Motor Service Co. , Inc.	3,050.14
41217	06/25/2020	BI Incorporated	781.77
41218	06/25/2020	Bisbee Napa	858.13
41218	06/25/2020	Bisbee Napa	20.91
41219	06/25/2020	Cable One dba Sparklight	93.98
41220	06/25/2020	CDW LLC	34.01
41220	06/25/2020	CDW LLC	17,537.69
41221	06/25/2020	Cengage Learning, Inc. dba GALE	51.40
41221	06/25/2020	Cengage Learning, Inc. dba GALE	390.84
41222	06/25/2020	CenturyLink Communications	2,285.18
41223	06/25/2020	CenturyLink Communications	80.14
41223	06/25/2020	CenturyLink Communications	68.86
41223	06/25/2020	CenturyLink Communications	465.00
41223	06/25/2020	CenturyLink Communications	187.82
41223	06/25/2020	CenturyLink Communications	68.76

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41223	06/25/2020	CenturyLink Communications	313.66
41224	06/25/2020	Cintas Corporation No. 445	344.63
41225	06/25/2020	Cochise Private Industry Council, Inc.	64,532.00
41226	06/25/2020	Concentra Medical Centers	72.00
41227	06/25/2020	CRM of America LLC	6,313.67
41228	06/25/2020	Del's Tire Company	17.99
41229	06/25/2020	Dell Marketing LP	99,645.35
41230	06/25/2020	Deneke, Buffy	56.00
41231	06/25/2020	Dorame, Gamaliel Antonio Rabago	13,250.00
41232	06/25/2020	Eastern Arizona Counties Organization	6,000.00
41233	06/25/2020	Entenmann-Rovin Co	297.00
41233	06/25/2020	Entenmann-Rovin Co	481.40
41234	06/25/2020	Gomez, Lionor	175.00
41235	06/25/2020	Grossman & Grossman Ltd	1,211.25
41236	06/25/2020	Hammerschmidt, Michael	3,000.00
41237	06/25/2020	Heithoff, Jeffrey DBA: Independent Fee Estimates,	1,990.00
41238	06/25/2020	Hodges Glass Co Inc	1,403.26
41239	06/25/2020	HOV Services Inc/Lason Systems	7,058.99
41240	06/25/2020	Interstate Battery	359.92
41241	06/25/2020	Interwest Safety Supply, LLC	2,019.63
41242	06/25/2020	IronHawk Elevator LLC	1,137.00
41243	06/25/2020	JWS Web Design LLC	750.00
41244	06/25/2020	KE&G Construction Inc.	1,317.80
41244	06/25/2020	KE&G Construction Inc.	7,506.37
41245	06/25/2020	Kids at Hope	6,121.60
41245	06/25/2020	Kids at Hope	2,500.00
41246	06/25/2020	King-Power, Mary K.	192.46
41247	06/25/2020	Law Office of Joan M Sacramento	700.00
41248	06/25/2020	Legend Technical Services of Arizona, Inc.	57.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41249	06/25/2020	Mack's Auto Parts Inc	160.84
41249	06/25/2020	Mack's Auto Parts Inc	722.20
41250	06/25/2020	Martzke, James F.	58.12
41251	06/25/2020	Merle's Automotive Supply	630.27
41252	06/25/2020	Net Transcripts, Inc.	49.50
41253	06/25/2020	Newt Fogal Sales Co.	3,362.26
41254	06/25/2020	Nyander, Penny Sue	285.60
41255	06/25/2020	O'Rielly Chevrolet, Inc.	708.81
41256	06/25/2020	Office of the Auditor General	18,414.00
41257	06/25/2020	OverDrive, Inc.	2,837.70
41257	06/25/2020	OverDrive, Inc.	603.61
41258	06/25/2020	Pitney Bowes, Inc.	138.10
41259	06/25/2020	Prudential Overall Supply	128.42
41259	06/25/2020	Prudential Overall Supply	146.61
41260	06/25/2020	Raymond Klumb, Architect	2,500.00
41261	06/25/2020	Rutherford Diversified Ind.	7,680.00
41262	06/25/2020	RWC Group	309.48
41263	06/25/2020	Safelite Autoglass Corp.	204.98
41263	06/25/2020	Safelite Autoglass Corp.	519.14
41264	06/25/2020	Schlesinger, Aaron	975.00
41265	06/25/2020	Scholastic Inc	715.96
41266	06/25/2020	Senergy Petroleum LLC	6,969.32
41266	06/25/2020	Senergy Petroleum LLC	8,832.12
41267	06/25/2020	Shaffer, James Fredrick	100.00
41268	06/25/2020	Southwest Gas Corporation	105.76
41269	06/25/2020	Southwest Gas Corporation	98.32
41270	06/25/2020	Sparkletts	79.13
41270	06/25/2020	Sparkletts	65.41
41270	06/25/2020	Sparkletts	53.76

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41271	06/25/2020	Stamback Septic Service	302.39
41272	06/25/2020	Stantec Consulting Services, Inc.	9,943.50
41273	06/25/2020	Streitfeld, Stephen V. MD PC	1,000.00
41274	06/25/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1,202.93
41274	06/25/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1,625.01
41275	06/25/2020	Sulphur Springs Valley Electric Cooperative, Inc.	3,452.74
41276	06/25/2020	Sun Cor Underground Inc.	2,819.00
41277	06/25/2020	Technical Resource Management, Inc.	1,444.80
41278	06/25/2020	The Bisbee Observer LLC	22.35
41279	06/25/2020	Those Guys Auto	3,696.33
41279	06/25/2020	Those Guys Auto	282.20
41280	06/25/2020	UniFirst Corporation	1,071.03
41281	06/25/2020	US Imaging Inc.	1,965.93
41282	06/25/2020	Valley Telephone Cooperative, Inc.	287.97
41282	06/25/2020	Valley Telephone Cooperative, Inc.	191.33
41283	06/25/2020	Voyager Fleet System, Inc.	5,240.42
41284	06/25/2020	Vulcan Incorporated	1,734.74
41285	06/25/2020	W. R. Ryan Company	10,861.21
41286	06/25/2020	Watson Chevrolet Inc	6,692.09
41287	06/25/2020	Waxie Sanitary Supply	807.82
41288	06/25/2020	Western Emulsion, Inc	26,119.93
41289	06/25/2020	Wick Communications	56.12
41290	06/25/2020	WIST Office Products Co	205.41
41291	06/25/2020	WORLD BOOK, INC.	999.00
41292	06/25/2020	Amaya, Dora	100.00
41293	06/25/2020	Santa Cruz, Diana Belen	2,500.00
41294	06/25/2020	Trachtman, Sean	1,067.50
41295	06/25/2020	Alice Ban	20.00
41296	06/25/2020	Cochise County Clerk of Superior Court	15,000.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41297	06/25/2020	Cochise County Justice Court #3	22.50
41298	06/25/2020	Fields, Pierre	100.00
41299	06/25/2020	Figueroa, Raymond	20.00
41300	06/25/2020	Dianna Fischer	250.00
41301	06/25/2020	Payden Ledford	1,164.40
41302	06/25/2020	Llanes, Luz	30.00
41303	06/25/2020	McGaffey, Laura	200.00
41304	06/25/2020	Music Max	65.00
41305	06/25/2020	Pesina, Francisco	26.00
41306	06/25/2020	Sulphur Springs Valley Electric Cooperative, Inc.	173.43
41307	06/25/2020	Lisa Thompson	250.00
41308	06/25/2020	Tucson Municipal Court	15.00
41309	06/25/2020	US Bureau of Land Management	200.00
41310	06/25/2020	Walmart	70.17
41310	06/25/2020	Walmart	110.00
41311	06/25/2020	Walmart	25.00
41312	07/01/2020	U S Postal Service	10,000.00
41313	07/02/20	A&R Fire Protection LLC	4,009.24
41314	07/02/20	Alex Espinosa's Bisbee Funeral Home	738.00
41315	07/02/20	Amazon.com LLC	151.89
41316	07/02/20	American Refrigeration Supplies, Inc.	692.18
41317	07/02/20	Arizona Hiking Shack Rescue (AHS)	12,798.19
41318	07/02/20	Arizona Medical Waste, LLC	231.41
41319	07/02/20	Arizona Public Service - APS	34,792.42
41320	07/02/20	Arizona State Land Department	368.46
41321	07/02/20	Arizona Town Hall	100.00
41322	07/02/20	Arizona Water Company	232.72
41323	07/02/20	Arizona Water Company	2,152.32
41324	07/02/20	Atomic Nutrition, LLC	2,223.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41325	07/02/20	Azam, Syed T.	1,250.00
41326	07/02/20	Aztec Welding Supply Company	65.28
41327	07/02/20	B & D Lumber and Hardware	107.29
41328	07/02/20	Baker & Taylor, LLC	580.66
41329	07/02/20	Baker Distributing Company	264.11
41330	07/02/20	Barnett's Towing LLC	776.00
41331	07/02/20	Beacon Secure	130.00
41332	07/02/20	Bella Vista Water Company-Liberty Water	1,165.72
41333	07/02/20	Benjamin Supply Inc.	844.53
41334	07/02/20	Bisbee NAPA	925.58
41335	07/02/20	Blackstone Audio, Inc.	525.00
41336	07/02/20	Bradley R Johnson MD PLLC	500.00
41337	07/02/20	CDW LLC	2,215.43
41338	07/02/20	Center for Disease Detection, LLC	130.00
41339	07/02/20	CenturyLink Communications	4,655.82
41340	07/02/20	CenturyLink Communications	165.38
41341	07/02/20	CenturyLink Communications	2,668.98
41342	07/02/20	CenturyLink Communications	343.69
41343	07/02/20	Chiricahua Community Health Centers, INC	62,598.92
41344	07/02/20	Cintas Corporation No. 445	4,897.41
41345	07/02/20	Clarke, Chris	100.00
41346	07/02/20	Clear Springs Utility, Inc.	172.83
41347	07/02/20	Cloud, Shelly R.	250.00
41348	07/02/20	Cochise Lock and Safe, Inc.	12.50
41349	07/02/20	Code 5 Group, LLC	600.00
41350	07/02/20	Complete Aviation Fuel Systems	228.22
41351	07/02/20	Control Solutions, Inc.	1,755.00
41352	07/02/20	Copper Queen Community Hospital	6,457.81
41353	07/02/20	CRM of America LLC	13,966.03

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41354	07/02/20	Culligan of Tucson	169.53
41355	07/02/20	Dahlgren, John Peder	96.16
41356	07/02/20	DH Pace Company Inc	496.00
41357	07/02/20	Diamondback Police Supply Co	3,955.32
41358	07/02/20	DLT Solutions, LLC	337.87
41359	07/02/20	Durham Communications, Inc.	9,791.53
41360	07/02/20	ExhibitOne Corporation	106,978.79
41361	07/02/20	Federal Express Corporation	379.97
41362	07/02/20	Federal Resources Supply Company	14,575.04
41363	07/02/20	George Medina - George's Upholstery	110.45
41364	07/02/20	GlaxoSmithKline LLC	3,954.00
41365	07/02/20	Goodmans, Inc.	7,651.64
41366	07/02/20	Hess, Ginger Ann	2,208.00
41367	07/02/20	Honeman, Van G.	56.00
41368	07/02/20	HOV Services Inc/Lason Systems	106.58
41369	07/02/20	Interstate Battery	284.68
41370	07/02/20	JE Fuller Hydrology & Geomorphology, Inc.	24,507.56
41371	07/02/20	KE&G Construction Inc.	132,881.48
41372	07/02/20	Kimminau Law Firm PC	1,800.00
41373	07/02/20	Law Office of Joan M Sacramento	350.00
41374	07/02/20	Logicalis, Inc.	560.29
41375	07/02/20	Merle's Automotive Supply	477.06
41376	07/02/20	Morgan, J. Michael Ph. D.	590.00
41377	07/02/20	Mortensen, Richard C	100.00
41378	07/02/20	MVP Awards	102.65
41379	07/02/20	Nesbitt Contracting Co., Inc	2,297,839.01
41380	07/02/20	NITV Federal Services, LLC	9,990.00
41381	07/02/20	OverDrive, Inc.	2,211.32
41382	07/02/20	PrevenTronics	32,126.87

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41383	07/02/20	PrevenTronics	720.01
41384	07/02/20	Prudential Overall Supply	127.04
41385	07/02/20	Pueblo del Sol Water Company	28.41
41386	07/02/20	RevolutionaryText, LLC	33,042.48
41387	07/02/20	Richardsons Remembrance Center	750.00
41388	07/02/20	Safelite Autoglass Corp.	888.52
41389	07/02/20	San Luis Aviation, Inc. dba ESChat	8,284.38
41390	07/02/20	Schlesinger, Aaron	937.60
41391	07/02/20	Senergy Petroleum LLC	5,573.37
41392	07/02/20	Servicemaster Commercial Cleaning Services, LLC	1,845.00
41393	07/02/20	SoundOff Signal	1,254.00
41394	07/02/20	Southwest Gas Corporation	159.89
41395	07/02/20	Southwest Hazard Control Incorporated	1,002.46
41396	07/02/20	Sparkletts	46.66
41397	07/02/20	Sparkletts	256.96
41398	07/02/20	Sparkletts	194.87
41399	07/02/20	Stanley Access Technologies LLC	6,375.00
41400	07/02/20	Stericycle Inc.	965.58
41401	07/02/20	Sulphur Springs Valley Electric Cooperative, Inc.	78.15
41402	07/02/20	Sulphur Springs Valley Electric Cooperative, Inc.	1,064.77
41403	07/02/20	Sune D14 Misc-A Holdings, LLC	10,849.83
41404	07/02/20	The Master's Touch, LLC	936.10
41405	07/02/20	Titan Machinery Inc.	3,491.99
41406	07/02/20	Total Equipment Service and Engineering LLC	245.30
41407	07/02/20	Tracker Software Corporation	1,546.33
41408	07/02/20	Trane U.S. Inc.	1,263.00
41409	07/02/20	Trinity Services Group, Inc.	31,173.76
41410	07/02/20	Troxler Electronic Labs, Inc	100.00
41411	07/02/20	Tucson Orthopaedic Institute PC	83.06

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41412	07/02/20	UniFirst Corporation	148.98
41413	07/02/20	Valley Telephone Cooperative, Inc.	108.84
41414	07/02/20	Verhelst Recovery House	150.00
41415	07/02/20	W W Grainger Inc	75,331.00
41416	07/02/20	W. R. Ryan Company	1,039.12
41417	07/02/20	Watson Chevrolet Inc	732.47
41418	07/02/20	Waxie Sanitary Supply	4,788.06
41419	07/02/20	West Press	2,310.96
41420	07/02/20	Western Emulsion, Inc	25,740.77
41421	07/02/20	Westlawn Chapel & Mortuary	500.00
41422	07/02/20	White, Andrea	136.40
41423	07/02/20	Wick Communications	58.33
41424	07/02/20	Willcox, City of	1,452.48
41425	07/02/20	Zumar Industries, Inc.	11,694.34
41426	07/02/20	Arizona Air Support LLC	8,879.00
41427	07/02/20	Arizona Local Health Officers Association (ALHOA)	800.00
41428	07/02/20	Cochise County Adult Probation	200.00
41429	07/02/20	Cochise County Adult Probation	21.00
41430	07/02/20	Cochise County Juvenile Court Services	354.20
41431	07/02/20	Cochise County Sheriff's Department	2,262.00
41432	07/02/20	Trachtman, Sean	1,872.50
41433	07/02/20	U S Postal Service	10,000.00
41434	07/02/20	Alley , John	81.40
41435	07/02/20	Butterfield RV Resort	125.79
41436	07/02/20	Farmers Insurance	50.00
41437	07/02/20	Guerrero , Ramon	200.00
41438	07/02/20	Hernandez , Andrea	688.53
41439	07/02/20	Jennings, Jeffrey	42.02
41440	07/02/20	Laurence , Tara	200.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
41441	07/02/20	Llanes, Luz	30.00
41442	07/02/20	McEwan , Alistar	50.00
41443	07/02/20	PIETRO , SARAH	100.00
41444	07/02/20	Ramirez , Jose I	5,000.00
41445	07/02/20	SORIANO , JUAN	905.00
41446	07/02/20	Vaderleaf, Marshall	77.00
41447	07/02/20	Walmart	100.84
41448	07/02/20	Walmart	100.00

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 07/21/2020

Resolution designating the Chief Fiscal Officer for FY 2021 Expenditure Limitation Report

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:**

Adopt Resolution 20-08 designating Mr. Keith Buonocore, Chief Fiscal Officer, for submitting the Fiscal Year 2021 Expenditure Limitation Report per ARS 41-1279.07(E).

Background:

ARS 41-1279.07(E) states that each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing board of the political subdivision to submit the current fiscal year's expenditure limitation report. The political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report.

Department's Next Steps (if approved):

Submit notice of Chief Fiscal Officer notice to the Arizona Auditor General by July 31, 2019.

Impact of NOT Approving/Alternatives:

Will not be in compliance with ARS 41-1279.07(E) and County will not be able to submit the current fiscal year's annual expenditure limitation report .

To BOS Staff: Document Disposition/Follow-Up:

Record Resolution and email Mr. Buonocore and cc: the Clerk of the Board. Ask Mr. Buonocore to submit the form to the Arizona Office of the Auditor General and attach the Resolution. Form needs to be submitted by July 31, 2020.

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

RESOLUTION NO. 20-08
A RESOLUTION OF THE COCHISE COUNTY, ARIZONA BOARD OF SUPERVISORS,
DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL
YEAR 2021 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Cochise County Board of Supervisors desires to designate Keith Buonocore, as the County's Chief Fiscal Officer; and

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE COCHISE COUNTY, ARIZONA BOARD OF SUPERVISORS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Keith Buonocore, is hereby designated as the County's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2021 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Cochise County, Arizona Board of Supervisors, this 21st day of July, 2020.

Thomas E. Borer, Chairman

ATTESTED

Kim Lemons, CPCC
Clerk of the Board

APPROVED AS TO FORM:

Brian McIntyre, County Attorney

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 07/21/2020

Primary Election Vote Centers Resolution

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:**

Adopt Resolution 20-09 authorizing the Cochise County Board of Supervisors to designate Emergency Voting Locations for the Primary Election set for Tuesday, August 4, 2020.

Background:

Pursuant to A.R.S. § 16-411 (B) (5) the legislature has given the authority to designate emergency voting locations to the Boards of Supervisors.

Department's Next Steps (if approved):

Emergency voting center will be available as adopted.

Impact of NOT Approving/Alternatives:

Emergency voting location will not be designated.

To BOS Staff: Document Disposition/Follow-Up:

Record Resolution, scan and file original and send a copy to the Elections and Recorder's office.

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

RESOLUTION 20-09

A RESOLUTION OF COCHISE COUNTY AUTHORIZING
EMERGENCY VOTING CENTERS

WHEREAS, the right to vote is a fundamental right of the citizens of this county as well as the nation, and

WHEREAS, it is in the best interests of Cochise County to ensure citizens are still able to vote when extraordinary circumstances for the citizen arise, and

WHEREAS, pursuant to A.R.S. § 16-411 (B) (5) the legislature has given the authority to designate emergency voting locations to the Boards of Supervisors.

NOW, THEREFORE, BE IT RESOLVED THAT for the Primary Election set for Tuesday, August 4, 2020, the Cochise County Recorder shall make available for emergency voting on Monday, August 3, 2020, the Records Office located at 1415 Melody Lane, Building B, Bisbee, from the hours of 8 a.m. to 5 p.m.

APPROVED AND ADOPTED this 21st day of July, 2020.

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

Kim Lemons
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson,
Chief Civil Deputy County Attorney

County Assessor

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Approval - 2020 Property Tax Exemptions (Late Filers)

Submitted By: Maureen Bandosz, County Assessor

Department: County Assessor

Presentation: No A/V Presentation Recommendation: Approve

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the Assessor's recommendation to approve the attached list of 46 (2020) property tax exemption applications that qualify for the exemption, but were filed with the Assessor after the statutory filing deadline of March 1, 2020.

Background:

ARS 42-11153B allows the County Board of Supervisors to grant a qualified property tax exemption to a taxpayer who files their exemption after the March 1 filing deadline, but prior to the setting of the tax rate for tax year 2020. See attached copies of late filer list and statute.

Department's Next Steps (if approved):

Upon approval, Assessor will implement property tax exemptions for the 2020 tax roll. Approval will result in a reduction of the County's 2020 net assessed value in the amount of \$405,211.

Impact of NOT Approving/Alternatives:

The 46 property owners, per the attached list, would be denied the 2020 property tax exemption.

To BOS Staff: Document Disposition/Follow-Up:

Not applicable.

Attachments

2020 Late Filer Report

Statute 42-11153B

2020 PROPERTY TAX EXEMPTIONS (LATE FILERS)

<u>INDIVIDUAL - NAME</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
BEAVER JEANNETTE E	D	M080006801	2,032
BRIDGES JOHNNY	D	106-04-137D	4,047
CAMPBELL BRUCE	D	302-14-259A	3,848
COOPER WAYNE A	D	202-37-024D	4,047
CRUZ MARIA (POA RICARDO CRUZ)	D	408-22-031B	4,047
DOUD GERRY W	D	103-63-212A	4,047
GIANNINI ANNA	D	202-14-016C	4,047
GIANNINI BRYAN	D	202-14-016C	712
GODIN BRUCE A	D	121-20-005E	4,047
HOWER STACEY M	D	12403329	4,047
MILLARD LARRY	D	105-95-195	4,047
MUELLER JOHN	D	11414011	4,047
MURRIETTA ANGEL REYES	D	10779096	4,047
NICOLL WILLIAM	D	10515233	4,047
QUILANTANG FRANCIS C	D	106-75-008	4,047
RODRIGUEZ IRMA A	D	408-27-121	4,047
SCHENKE VICKIE	D	10675041	4,047
THOMPSON JOHN W	D	10220249	4,047
VERCOE PAUL E	D	10771019	4,047
VICARIO PATRICK	D	116-20-030A	2,491
WAGNER MYRON	D	104-55-023N	4,047
WYLIE LINDA D	D	124-15-452A	3,005
DARROW CHARLES E	R	M940049401	2,400
FROILAND KENNETH	R	10750199	2,872
MALDONADO ANICLETO	R	12342048	4,047
MURRAY ROBERT	R	M122718701	200
O BERG KEITH	R	120-18-033D	3,661
PENSE VERN L	R	202-13-004A	4,047
ROMO FRANCISCO N	R	409-28-024B	4,047
ATNIP MARIANNE	W	105-04-296	4,047
BIANCHI MARIA	W	40922090	4,047
CARLOCK VICKI	W	108-14-001X	4,047
CAZARES BEATRIZ	W	40908053	4,047
DERAR ELIZABETH M	W	114-18-430	4,047
ELLIOTT PATRICIA A	W	10598271	4,047
GOSA POLLY	W	10592747	4,047
HOUSE CHANG	W	106-78-141	4,047
JUDD EVANGELINA C	W	121-14-023A	4,047
MERRITT THEO J	W	40903122	4,047
NEWMAN SHARON	W	202-02-001N	4,047
OROSCO HELEN	W	10599281	4,047
PHAGAN JACQUELINE	W	41033053	4,047
SLAUGHTER MAYDELL	W	107-78-459	4,047
VILLA BEVERLY A	W	10624006	4,047

2020 PROPERTY TAX EXEMPTIONS (LATE FILERS)

<u>ORGANIZATION - RELIGIOUS</u>	<u>ARS STATUTE</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
LA HABRA 2004 LP, AZ LP	42-11133	O	123-38-001P/J	207,926
DOUGLAS TABERNACLE	42-11109	O	410-15-002	34,419

SUMMARY		
ORGANIZATIONS (Type O)	2	242,345
100% DISABLED (Type D)	22	80,887
WIDOWERS (Type R)	7	21,274
WIDOWS (Type W)	15	60,705
TOTAL ADDITIONAL EXEMPT AMOUNT	46	\$405,211

2020 TOTAL ASSESSED VALUE (2/6/2020 PRIMARY ABSTRACT)	\$1,077,013,843
EXEMPT AMOUNT (2/6/2020 PRIMARY ABSTRACT)	\$103,929,391
2020 NET ASSESSED VALUE (2/6/2020 PRIMARY ABSTRACT)	\$973,084,452
2020 EXEMPT ASSESSED VALUE (LATE FILERS)	\$405,211
2020 AMENDED NET ASSESSED VALUE (PRIMARY)	\$972,679,241

42-11153. Deadline for filing affidavit

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

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

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

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 n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Demands

Demands [07/16/20](#)
Date Range [07/03/20-07/16/20](#)
Warrant Range [41449-41741](#)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41449	07/09/2020	AFLAC	1600 - Finance	501 Cochise Combined Trust	7,622.97
41450	07/09/2020	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	3,271.19
41451	07/13/2020	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	996.00
41452	07/13/2020	Advanced Mobile Storage Tucson, Inc.	2100 - Facilities Management	100 General Fund	3,569.90
41453	07/13/2020	All Copy Products, Inc	1600 - Finance	100 General Fund	21,969.59
41454	07/13/2020	Anderson, Steven James	1600 - Finance	549 Probate Fees	250.00
41455	07/13/2020	Arizona City/County Management Association (ACMA)	0100 - Board of Supervisors	100 General Fund	200.00
41456	07/13/2020	Arizona Department of Revenue	0100 - Board of Supervisors	100 General Fund	82,621.81
41457	07/13/2020	Arizona Department of Transportation	1750 - Fleet Management	109 Fleet Management	1,368.01
41458	07/13/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	708.98
41458	07/13/2020	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	76.93
41459	07/13/2020	Arizona Supreme Court	0920 - Justice Court 2	100 General Fund	4.50
41460	07/13/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	28.79
41460	07/13/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	439.20
41461	07/13/2020	AZ Association of County School Superintendents	9000 - School Superintendent	100 General Fund	1,885.00
41461	07/13/2020	AZ Association of County School Superintendents	9000 - School Superintendent	278 Small Schools	1,885.00
41462	07/13/2020	AZPE Inc. dba Wells Polygraph Services	1300 - Public Defender	100 General Fund	500.00
41463	07/13/2020	Baker & Taylor, LLC	8000 - County Library District	182 CFSA-Troller Fund	22.88
41464	07/13/2020	Baker Distributing Company	2100 - Facilities Management	100 General Fund	80.65
41465	07/13/2020	Barnett's Towing LLC	1750 - Fleet Management	109 Fleet Management	243.75
41466	07/13/2020	Benson, City of	7000 - Solid Waste	505 Solid Waste	97.20
41467	07/13/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	402.20
41468	07/13/2020	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	70.00
41469	07/13/2020	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	90.96
41470	07/13/2020	Bradley R Johnson MD PLLC	0810 - Court Administration	100 General Fund	500.00
41471	07/13/2020	Brauchla, Gary	1900 - Development Services	100 General Fund	60.90
41472	07/13/2020	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	457.00
41473	07/13/2020	Bullington, Dallas	2200 - Human Resources	100 General Fund	1,398.15
41474	07/13/2020	CDW LLC	1800 - IT/Communications	100 General Fund	14,869.98
41475	07/13/2020	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	27.19
41476	07/13/2020	CenturyLink Communications	0600 - County Attorney	100 General Fund	35.04
41476	07/13/2020	CenturyLink Communications	0600 - County Attorney	124 Attny Anti-Racketeering	35.33
41476	07/13/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	6,352.26
41476	07/13/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	169.00
41477	07/13/2020	Cherry Creek Broadcasting	0400 - Recorder	322 HAVA Grant - Recorders	621.90
41477	07/13/2020	Cherry Creek Broadcasting	0500 - Elections	321 HAVA Grant-Elections	746.27
41478	07/13/2020	City of Sierra Vista	0100 - Board of Supervisors	100 General Fund	34,000.00
41478	07/13/2020	City of Sierra Vista	1400 - General Government	100 General Fund	262,270.00
41479	07/13/2020	City of Sierra Vista	0100 - Board of Supervisors	100 General Fund	10,702.00
41480	07/13/2020	Cochise Family Advocacy Center	1600 - Finance	100 General Fund	3,475.00
41481	07/13/2020	Collins, Eva	2200 - Human Resources	100 General Fund	1,355.13
41482	07/13/2020	ConnectWise, Inc.	1800 - IT/Communications	100 General Fund	22,440.61
41483	07/13/2020	Culligan of Tucson	1600 - Finance	100 General Fund	35.88
41484	07/13/2020	Douglas, City of	2100 - Facilities Management	100 General Fund	146.88
41484	07/13/2020	Douglas, City of	7000 - Solid Waste	505 Solid Waste	28.56
41485	07/13/2020	EBSCO Subscription Service	8000 - County Library District	171 County Library	4,484.83
41486	07/13/2020	Elfrida Water Improvement District	2100 - Facilities Management	100 General Fund	31.91
41487	07/13/2020	English, Ann S.	0100 - Board of Supervisors	100 General Fund	386.29
41488	07/13/2020	EnvisionWare, Inc.	8000 - County Library District	171 County Library	1,011.53
41489	07/13/2020	Federal Express Corporation	0500 - Elections	100 General Fund	26.05

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41489	07/13/2020	Federal Express Corporation	0600 - County Attorney	100 General Fund	6.18
41490	07/13/2020	Greene, Patrick K.	1900 - Development Services	100 General Fund	24.36
41491	07/13/2020	Harris Systems USA, Inc.	0300 - Assessor	100 General Fund	97,389.29
41492	07/13/2020	Hedges, Stephanie	0100 - Board of Supervisors	100 General Fund	100.00
41493	07/13/2020	HP Iron, Inc. dba Hitchin Post Iron	1750 - Fleet Management	109 Fleet Management	169.12
41494	07/13/2020	Infogroup Reference Division	8000 - County Library District	171 County Library	2,378.13
41495	07/13/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	984.44
41496	07/13/2020	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	625.00
41497	07/13/2020	Laboratory Corporation of America	0100 - Board of Supervisors	251 Highway Fund	18.00
41498	07/13/2020	Language Line Services, Inc.	0810 - Court Administration	100 General Fund	51.86
41499	07/13/2020	Lowry Computer Products, Inc.	8000 - County Library District	171 County Library	561.20
41500	07/13/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	929.53
41501	07/13/2020	Magana, Jessica	2200 - Human Resources	100 General Fund	29.70
41502	07/13/2020	Martzke, James F.	1900 - Development Services	100 General Fund	58.12
41503	07/13/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	170.18
41504	07/13/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	531.51
41505	07/13/2020	National Association of Counties (NACO)	0100 - Board of Supervisors	100 General Fund	2,627.00
41506	07/13/2020	NCS Pearson, Inc.	1220 - Juvenile Detention	581 JCRF Planning Grant	15.00
41507	07/13/2020	Net Transcripts, Inc.	0600 - County Attorney	100 General Fund	247.00
41508	07/13/2020	OCLC Online Computer Library Center, Inc.	8000 - County Library District	171 County Library	863.52
41509	07/13/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	2,493.16
41509	07/13/2020	OverDrive, Inc.	8000 - County Library District	182 CFSa-Troller Fund	590.82
41510	07/13/2020	Pitney Bowes, Inc.	2100 - Facilities Management	100 General Fund	241.67
41511	07/13/2020	ProQuest LLC	8000 - County Library District	171 County Library	2,773.88
41512	07/13/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	146.61
41513	07/13/2020	Roemer, David	0100 - Board of Supervisors	100 General Fund	200.00
41514	07/13/2020	Ron Turley Associates, Inc.	1750 - Fleet Management	109 Fleet Management	1,783.54
41515	07/13/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	9,073.64
41516	07/13/2020	Sloan R. King, PhD, LLC	0600 - County Attorney	100 General Fund	15,000.00
41517	07/13/2020	Southeastern AZ Governments Organization (SEAGO)	0100 - Board of Supervisors	100 General Fund	11,113.00
41518	07/13/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	707.97
41518	07/13/2020	Southwest Gas Corporation	2100 - Facilities Management	105 Bisbee/Douglas Airport	46.26
41519	07/13/2020	Spence Forensic Resources	1310 - Legal Advocate	100 General Fund	750.00
41520	07/13/2020	Stantec Consulting Services, Inc.	0100 - Board of Supervisors	100 General Fund	54,954.00
41521	07/13/2020	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	500.00
41522	07/13/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	163.77
41523	07/13/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1800 - IT/Communications	100 General Fund	595.52
41524	07/13/2020	Tecta America Corp	2100 - Facilities Management	400 County Capital Projects	26,065.54
41525	07/13/2020	The Bisbee Observer LLC	0100 - Board of Supervisors	100 General Fund	60.91
41525	07/13/2020	The Bisbee Observer LLC	0400 - Recorder	321 HAVA Grant-Elections	186.30
41525	07/13/2020	The Bisbee Observer LLC	0400 - Recorder	322 HAVA Grant - Recorders	186.30
41526	07/13/2020	dbaOschmann Employee Screening Services The Oschmann Organization, Inc	0810 - Court Administration	100 General Fund	35.00
41527	07/13/2020	Thomson West	0600 - County Attorney	100 General Fund	958.93
41527	07/13/2020	Thomson West	0810 - Court Administration	151 Law Library	3,731.57
41528	07/13/2020	TransUnion Risk and Alternative Data Solutions	1350 - Legal Defender	100 General Fund	54.80
41529	07/13/2020	Trinity Services Group, Inc.	1220 - Juvenile Detention	100 General Fund	3,579.87
41530	07/13/2020	Vermeer Sales Southwest	1600 - Finance	600 Heavy Fleet Management	398.75
41531	07/13/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	2,957.94
41532	07/13/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	1,514.40
41533	07/13/2020	Wells, Doris K.	1800 - IT/Communications	100 General Fund	1,015.00
41534	07/13/2020	Wick Communications	0100 - Board of Supervisors	100 General Fund	170.84
41535	07/13/2020	Willcox, City of	7000 - Solid Waste	505 Solid Waste	211.04
41536	07/13/2020	Benson, City of	8000 - County Library District	171 County Library	22.50

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41537	07/13/2020	City of Sierra Vista	8000 - County Library District	171 County Library	53.44
41538	07/13/2020	Copper Queen Library	8000 - County Library District	171 County Library	29.40
41539	07/13/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	630.00
41540	07/13/2020	Brenda Acosta	0910 - Justice Court 1	100 General Fund	281.60
41541	07/13/2020	Erica Acosta	0920 - Justice Court 2	100 General Fund	25.00
41542	07/13/2020	Jaylene Alvarez	0910 - Justice Court 1	100 General Fund	71.44
41543	07/13/2020	Arizona Supreme Court	0950 - Justice Court 5	100 General Fund	27.00
41544	07/13/2020	Border Mart	0920 - Justice Court 2	100 General Fund	35.37
41545	07/13/2020	Cochise County Treasurer c/o Justice Court #5	0950 - Justice Court 5	100 General Fund	2.00
41546	07/13/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	69,549.00
41547	07/13/2020	Petra Cornel	0950 - Justice Court 5	100 General Fund	84.03
41548	07/13/2020	Ana Diaz	0920 - Justice Court 2	100 General Fund	16.81
41549	07/13/2020	Maria Duarte	0910 - Justice Court 1	100 General Fund	60.00
41550	07/13/2020	Dianna Fischer	0950 - Justice Court 5	100 General Fund	250.00
41551	07/13/2020	Garcia, Richard Jr.	0950 - Justice Court 5	100 General Fund	500.00
41552	07/13/2020	John Kocovar	0940 - Justice Court 4	100 General Fund	50.00
41553	07/13/2020	Ransom, Linda	0910 - Justice Court 1	100 General Fund	35.98
41554	07/13/2020	Franciso Rivas	0910 - Justice Court 1	100 General Fund	40.00
41555	07/13/2020	Steven Rojas	0920 - Justice Court 2	100 General Fund	21.01
41556	07/13/2020	Richard Romero	0910 - Justice Court 1	100 General Fund	176.00
41557	07/13/2020	Aubrey Stram	0910 - Justice Court 1	100 General Fund	50.00
41558	07/13/2020	Lisa Thompson	0950 - Justice Court 5	100 General Fund	250.00
41559	07/14/2020	Arizona Counties Insurance Pool	1600 - Finance	110 Payroll Clearing Fund	121,103.84
41560	07/14/2020	Arizona Department of Administration-Risk Managemt	1600 - Finance	110 Payroll Clearing Fund	7,826.26
41561	07/16/2020	A Check America	2200 - Human Resources	100 General Fund	89.50
41562	07/16/2020	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	5,000.00
41563	07/16/2020	A-1 Shredding	0810 - Court Administration	100 General Fund	2,064.00
41564	07/16/2020	Amazon.com LLC	8000 - County Library District	171 County Library	471.13
41565	07/16/2020	Arizona Business & Education Coalition	9000 - School Superintendent	100 General Fund	350.00
41566	07/16/2020	Arizona Counties Insurance Pool	0100 - Board of Supervisors	100 General Fund	830,619.39
41567	07/16/2020	Arizona Forensic Services, LLC	1300 - Public Defender	100 General Fund	3,200.00
41568	07/16/2020	Arizona Machinery Company, LLC dba Stotz Equipment	1710 - Heavy Fleet Management	600 Heavy Fleet Management	564.01
41569	07/16/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	162.45
41569	07/16/2020	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	5,529.70
41569	07/16/2020	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	272.19
41570	07/16/2020	Arizona State Land Department	4010 - Highway Dept Administration	251 Highway Fund	597.01
41570	07/16/2020	Arizona State Land Department	5000 - Health Dept	100 General Fund	4,800.00
41570	07/16/2020	Arizona State Land Department	7000 - Solid Waste	505 Solid Waste	2,400.00
41571	07/16/2020	Arizona State Treasurer	1600 - Finance	100 General Fund	184,567.00
41572	07/16/2020	Arizona Supreme Court	0930 - Justice Court 3	100 General Fund	9.00
41573	07/16/2020	Arizona Supreme Court	0700 - Clerk of the Superior Court	100 General Fund	31.50
41574	07/16/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	68.76
41575	07/16/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	2,451.00
41576	07/16/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	57.50
41577	07/16/2020	Baker & Taylor, LLC	8000 - County Library District	171 County Library	97.75
41578	07/16/2020	Baker Distributing Company	2100 - Facilities Management	100 General Fund	1,135.70
41579	07/16/2020	Banales, Paul	0100 - Board of Supervisors	100 General Fund	674.60
41580	07/16/2020	Bank of America	1600 - Finance	100 General Fund	136,306.67
41581	07/16/2020	Beacon Secure	5000 - Health Dept	100 General Fund	32.50
41581	07/16/2020	Beacon Secure	5000 - Health Dept	239 SEAGO Case Management AAA	32.50
41582	07/16/2020	Benson, City of	2100 - Facilities Management	100 General Fund	386.20
41583	07/16/2020	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,256.33
41583	07/16/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	193.23

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41583	07/16/2020	Bisbee Napa	1760 - Fleet - Capital	109 Fleet Management	45.37
41584	07/16/2020	Bonfire Interactive LTD	1600 - Finance	100 General Fund	19,800.00
41585	07/16/2020	Brown-Page Mortuary, Inc.	5000 - Health Dept	100 General Fund	500.00
41586	07/16/2020	Bug-Wiser Exterminating, Inc.	3000 - Sheriff	100 General Fund	180.00
41587	07/16/2020	Butler, Steven R	0100 - Board of Supervisors	100 General Fund	202.20
41588	07/16/2020	Cable One dba Sparklight	0810 - Court Administration	100 General Fund	415.37
41589	07/16/2020	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	4,825.59
41590	07/16/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	1,362.31
41591	07/16/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	191.00
41591	07/16/2020	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	143.97
41591	07/16/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	150.49
41592	07/16/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	699.16
41593	07/16/2020	City of Bisbee	2100 - Facilities Management	100 General Fund	7,479.76
41594	07/16/2020	City of Sierra Vista	0100 - Board of Supervisors	100 General Fund	1,406.25
41595	07/16/2020	City of Sierra Vista	1750 - Fleet Management	109 Fleet Management	6,989.92
41596	07/16/2020	City of Willcox Animal Shelter	3000 - Sheriff	100 General Fund	19,392.50
41597	07/16/2020	Cloud, Shelly R.	0810 - Court Administration	549 Probate Fees	250.00
41598	07/16/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	801.02
41599	07/16/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	17,664.00
41600	07/16/2020	Community Bridges, Inc.	5000 - Health Dept	100 General Fund	23,250.00
41601	07/16/2020	Concentra Medical Centers	3000 - Sheriff	100 General Fund	163.50
41602	07/16/2020	County Supervisors Association	0100 - Board of Supervisors	100 General Fund	62,293.00
41603	07/16/2020	Coverttrack Group Inc.	3000 - Sheriff	202 HIDTA	777.96
41604	07/16/2020	COX Communication Arizona, LLC	0810 - Court Administration	100 General Fund	305.00
41605	07/16/2020	CRM of America LLC	7000 - Solid Waste	506 Waste Tire Grant	9,107.34
41606	07/16/2020	Culligan of Tucson	4010 - Highway Dept Administration	251 Highway Fund	134.15
41607	07/16/2020	Culligan of Tucson	0600 - County Attorney	100 General Fund	176.65
41607	07/16/2020	Culligan of Tucson	0700 - Clerk of the Superior Court	100 General Fund	139.96
41607	07/16/2020	Culligan of Tucson	0810 - Court Administration	100 General Fund	160.23
41607	07/16/2020	Culligan of Tucson	4010 - Highway Dept Administration	251 Highway Fund	290.40
41608	07/16/2020	CureMD.com, Inc.	5000 - Health Dept	100 General Fund	305.00
41609	07/16/2020	David M Waterman dba Law Offices of David Waterman	0100 - Board of Supervisors	100 General Fund	3,930.00
41610	07/16/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	819.50
41611	07/16/2020	Douglas, City of	2100 - Facilities Management	105 Bisbee/Douglas Airport	943.00
41612	07/16/2020	Downstream Aviation LP dba QT Petroleum on Demand	2000 - Airport Operations	105 Bisbee/Douglas Airport	945.00
41613	07/16/2020	Duchon, Daniel	0100 - Board of Supervisors	100 General Fund	19.83
41614	07/16/2020	Irma Yacenia Duran	0930 - Justice Court 3	100 General Fund	257.35
41615	07/16/2020	Emily L. Danies Attorney at Law LLC	0100 - Board of Supervisors	100 General Fund	5,070.00
41616	07/16/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	7,503.58
41617	07/16/2020	Federal Resources Supply Company	3000 - Sheriff	100 General Fund	51,837.30
41618	07/16/2020	Gomez, Lionor	0810 - Court Administration	100 General Fund	175.00
41619	07/16/2020	Griffith, David Bruce	0100 - Board of Supervisors	100 General Fund	9,445.00
41620	07/16/2020	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	1,460.00
41621	07/16/2020	Hess, Ginger Ann	5000 - Health Dept	532 COVID-19 CDC	480.00
41622	07/16/2020	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	781.50
41623	07/16/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	1,106.00
41624	07/16/2020	International Chemtex Corporation	2100 - Facilities Management	100 General Fund	737.00
41625	07/16/2020	Interstate Battery	1710 - Heavy Fleet Management	600 Heavy Fleet Management	284.23
41625	07/16/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	569.37
41626	07/16/2020	IronHawk Elevator LLC	2100 - Facilities Management	100 General Fund	1,137.00
41627	07/16/2020	Jellison Law Offices, PLLC	0100 - Board of Supervisors	100 General Fund	5,430.48
41628	07/16/2020	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	640.00
41629	07/16/2020	John William Lovell, PC	0100 - Board of Supervisors	100 General Fund	1,790.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41630	07/16/2020	Jury Systems Incorporated	0700 - Clerk of the Superior Court	100 General Fund	5,220.00
41631	07/16/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	8,368.83
41632	07/16/2020	Kelly, Peter A.	0100 - Board of Supervisors	100 General Fund	3,242.25
41633	07/16/2020	Kimminau Law Firm PC	0100 - Board of Supervisors	100 General Fund	1,960.00
41634	07/16/2020	Law Office of Daniel DeRienzo PLLC	0100 - Board of Supervisors	100 General Fund	590.00
41635	07/16/2020	Law Office of Janelle A. McEachern	0100 - Board of Supervisors	100 General Fund	2,050.00
41636	07/16/2020	Law Office of Joan M Sacramento	0100 - Board of Supervisors	100 General Fund	1,170.00
41637	07/16/2020	Law Office of John A MacKinnon, PLLC	3000 - Sheriff	100 General Fund	140.00
41638	07/16/2020	Law Office of Linda Bergevin, PLLC	0100 - Board of Supervisors	100 General Fund	1,200.00
41639	07/16/2020	Less Lethal, LLC	3000 - Sheriff	100 General Fund	4,872.00
41640	07/16/2020	Lowell A. Jensen, PLC	0100 - Board of Supervisors	100 General Fund	1,560.00
41641	07/16/2020	Mac's Towing, LLC	1750 - Fleet Management	109 Fleet Management	360.00
41642	07/16/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	225.69
41643	07/16/2020	Manch Law Firm PLLC	0100 - Board of Supervisors	100 General Fund	6,700.00
41644	07/16/2020	Martinez, Ramon	4010 - Highway Dept Administration	251 Highway Fund	100.00
41645	07/16/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,095.03
41646	07/16/2020	Mindful Lactation	5000 - Health Dept	227 Breastfeeding Counseling Serv	1,100.00
41647	07/16/2020	Mitchell, Victoria	0810 - Court Administration	100 General Fund	175.00
41648	07/16/2020	Motorola Solutions Inc	1800 - IT/Communications	216 SEACOM Operations	26,730.83
41649	07/16/2020	Motorola Solutions Inc	3000 - Sheriff	100 General Fund	5,480.00
41650	07/16/2020	Natale, Gail Gianasi	0100 - Board of Supervisors	100 General Fund	380.75
41651	07/16/2020	NI Government Services Inc	3000 - Sheriff	100 General Fund	221.18
41652	07/16/2020	Norwood Equipment Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,544.44
41653	07/16/2020	Olivares, Veronica	1300 - Public Defender	100 General Fund	25.00
41653	07/16/2020	Olivares, Veronica	1310 - Legal Advocate	100 General Fund	30.00
41654	07/16/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	15,000.00
41655	07/16/2020	Pima County	5000 - Health Dept	100 General Fund	87,500.00
41656	07/16/2020	Pitney Bowes Reserve Account	2100 - Facilities Management	100 General Fund	10,000.00
41657	07/16/2020	Precision Locker Company	0810 - Court Administration	100 General Fund	2,547.73
41658	07/16/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	251.39
41658	07/16/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	126.00
41659	07/16/2020	Quik Print	0100 - Board of Supervisors	100 General Fund	117.02
41660	07/16/2020	Red Eye Radiator and DPF Specialists LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	274.35
41661	07/16/2020	Relda LLC dba Dermatec	3000 - Sheriff	100 General Fund	918.49
41662	07/16/2020	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	21,930.00
41663	07/16/2020	RMIN, Inc	3000 - Sheriff	100 General Fund	250.00
41664	07/16/2020	Robert J. Zohlmann, Esq.	0100 - Board of Supervisors	100 General Fund	1,565.00
41665	07/16/2020	Rothrock Investigations, LLC	0100 - Board of Supervisors	100 General Fund	699.15
41666	07/16/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	12,582.39
41667	07/16/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	439.58
41668	07/16/2020	Brian R. Salata	0100 - Board of Supervisors	100 General Fund	1,200.00
41669	07/16/2020	Sarah Michele Martin	0100 - Board of Supervisors	100 General Fund	2,900.00
41670	07/16/2020	Schiff, Laurence	5000 - Health Dept	100 General Fund	2,800.00
41671	07/16/2020	Schlesinger, Aaron	0600 - County Attorney	100 General Fund	125.00
41671	07/16/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	791.60
41672	07/16/2020	Schlievert, Scott W.	0100 - Board of Supervisors	100 General Fund	1,575.00
41673	07/16/2020	Sedillos, Lorna Gries	5000 - Health Dept	245 Health Start	150.00
41674	07/16/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	11,653.72
41674	07/16/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	9,051.28
41675	07/16/2020	Servicemaster Commercial Cleaning Services, LLC	2100 - Facilities Management	216 SEACOM Operations	1,845.00
41676	07/16/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	233.51
41677	07/16/2020	Smith, Kevan	1900 - Development Services	100 General Fund	325.00
41678	07/16/2020	Southwest Disposal LC	2100 - Facilities Management	100 General Fund	144.38

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41679	07/16/2020	Southwest Hazard Control Incorporated	2100 - Facilities Management	400 County Capital Projects	17,071.17
41680	07/16/2020	Southwestern Scale Company, Inc.	7000 - Solid Waste	505 Solid Waste	3,634.61
41681	07/16/2020	Sparkletts	1900 - Development Services	100 General Fund	83.79
41682	07/16/2020	Stamback Septic Service	4010 - Highway Dept Administration	251 Highway Fund	604.78
41683	07/16/2020	Stericycle Inc.	3000 - Sheriff	100 General Fund	1,369.12
41683	07/16/2020	Stericycle Inc.	5000 - Health Dept	100 General Fund	2,102.22
41684	07/16/2020	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	500.00
41685	07/16/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	14,735.96
41685	07/16/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	39.42
41685	07/16/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,797.71
41686	07/16/2020	Superior Steel Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,257.01
41687	07/16/2020	TALX UC eXpress	2200 - Human Resources	100 General Fund	2,250.00
41688	07/16/2020	Tempure Scientific	5000 - Health Dept	532 COVID-19 CDC	2,915.00
41689	07/16/2020	The Bisbee Observer LLC	2200 - Human Resources	100 General Fund	249.83
41690	07/16/2020	The Law Offices of Harriette P Levitt, PLLC	0100 - Board of Supervisors	100 General Fund	1,830.00
41691	07/16/2020	The W Law Firm PLLC	0100 - Board of Supervisors	100 General Fund	12,550.25
41692	07/16/2020	Thomson West	0600 - County Attorney	100 General Fund	596.32
41692	07/16/2020	Thomson West	3000 - Sheriff	205 Sheriff Law Enforcement (RICO)	289.74
41693	07/16/2020	Thomson West	0810 - Court Administration	100 General Fund	486.68
41694	07/16/2020	Those Guys Auto	1750 - Fleet Management	100 General Fund	40.00
41695	07/16/2020	Thrall, Scott	0100 - Board of Supervisors	100 General Fund	1,195.50
41696	07/16/2020	Titan Machinery Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,450.37
41697	07/16/2020	Topgun Reconstruction	0100 - Board of Supervisors	100 General Fund	6,000.00
41698	07/16/2020	Tracker Software Corporation	4010 - Highway Dept Administration	251 Highway Fund	6,614.00
41699	07/16/2020	Tyler Technologies, Inc.	9000 - School Superintendent	278 Small Schools	29,829.95
41700	07/16/2020	UniFirst Corporation	2100 - Facilities Management	100 General Fund	339.11
41701	07/16/2020	USDA, Animal & Plant Health Inspection	3000 - Sheriff	100 General Fund	10,601.75
41702	07/16/2020	Valley Telephone Cooperative, Inc.	0960 - Justice Court 6	100 General Fund	282.89
41702	07/16/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	36.83
41702	07/16/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	732.36
41703	07/16/2020	Verizon Wireless	1600 - Finance	100 General Fund	13,142.62
41704	07/16/2020	Verizon Wireless	3000 - Sheriff	100 General Fund	11,088.47
41704	07/16/2020	Verizon Wireless	3000 - Sheriff	200 Financial Crimes Unit	319.70
41704	07/16/2020	Verizon Wireless	3000 - Sheriff	202 HIDTA	113.36
41704	07/16/2020	Verizon Wireless	3000 - Sheriff	205 Sheriff Law Enforcement (RICO)	581.90
41705	07/16/2020	Villa, Raquel	0100 - Board of Supervisors	100 General Fund	100.00
41706	07/16/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	1,833.67
41707	07/16/2020	W W Grainger Inc	2100 - Facilities Management	100 General Fund	106.72
41708	07/16/2020	W W Grainger Inc	5000 - Health Dept	532 COVID-19 CDC	2,023.08
41709	07/16/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	3,288.57
41710	07/16/2020	Waste Management of Arizona, Inc.	2100 - Facilities Management	100 General Fund	183.70
41710	07/16/2020	Waste Management of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	453.47
41711	07/16/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	411.74
41712	07/16/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	1,535.75
41712	07/16/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	178.55
41713	07/16/2020	Western Emulsion, Inc	4010 - Highway Dept Administration	251 Highway Fund	71,877.97
41714	07/16/2020	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	1,374.00
41715	07/16/2020	Wick Communications	0100 - Board of Supervisors	100 General Fund	175.00
41715	07/16/2020	Wick Communications	0500 - Elections	321 HAVA Grant-Elections	322.34
41715	07/16/2020	Wick Communications	0500 - Elections	322 HAVA Grant - Recorders	322.34
41715	07/16/2020	Wick Communications	0600 - County Attorney	124 Attny Anti-Racketeering	126.12
41715	07/16/2020	Wick Communications	0700 - Clerk of the Superior Court	100 General Fund	69.72
41715	07/16/2020	Wick Communications	1900 - Development Services	100 General Fund	141.37

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
41716	07/16/2020	Willcox Rock & Sand Inc.	4010 - Highway Dept Administration	251 Highway Fund	9,512.07
41717	07/16/2020	Workers Assistance Program, Inc	2200 - Human Resources	100 General Fund	1,200.00
41718	07/16/2020	Arizona Supreme Court	1220 - Juvenile Detention	581 JCRF Planning Grant	3,303.94
41719	07/16/2020	Booth, Red Fawn	0300 - Assessor	100 General Fund	109.65
41720	07/16/2020	Encinas, Jesus	0300 - Assessor	100 General Fund	109.65
41721	07/16/2020	O'Malley, Eddie	4010 - Highway Dept Administration	251 Highway Fund	100.00
41722	07/16/2020	SEARS FINANCIAL CORP 401(K) PROFIT SHARING PLAN	0200 - Treasurer	100 General Fund	5,128.37
41723	07/16/2020	Tempure Scientific	5000 - Health Dept	532 COVID-19 CDC	2,915.00
41724	07/16/2020	Williamson, Daniel dba Arbo Scientific	5000 - Health Dept	100 General Fund	6,607.86
41725	07/16/2020	Andrade, Michael	0950 - Justice Court 5	100 General Fund	21.01
41726	07/16/2020	Arizona Supreme Court	0910 - Justice Court 1	100 General Fund	9.00
41727	07/16/2020	Sheila Ayrom	0920 - Justice Court 2	100 General Fund	547.40
41728	07/16/2020	Cochise County Treasurer c/o Justice Court #5	0950 - Justice Court 5	100 General Fund	0.75
41729	07/16/2020	Figueroa, Raymond	0920 - Justice Court 2	100 General Fund	40.00
41730	07/16/2020	Dianna Fischer	0950 - Justice Court 5	100 General Fund	625.00
41731	07/16/2020	Grajeda, Edward	0920 - Justice Court 2	100 General Fund	75.00
41732	07/16/2020	James GriffithJR	0950 - Justice Court 5	100 General Fund	221.61
41733	07/16/2020	Salina Sanchez Nord	0910 - Justice Court 1	100 General Fund	60.00
41734	07/16/2020	Jacqueline Scheck	0950 - Justice Court 5	100 General Fund	750.00
41735	07/16/2020	Jonathan E. Smith	0940 - Justice Court 4	100 General Fund	50.00
41736	07/16/2020	Jeffrey Stoabs	0910 - Justice Court 1	100 General Fund	100.00
41737	07/16/2020	Tony Tamayo	0910 - Justice Court 1	100 General Fund	40.00
41738	07/16/2020	Lisa Thompson	0950 - Justice Court 5	100 General Fund	625.00
41739	07/16/2020	TRAVELERS HOME & MARINE INS. CO.	0950 - Justice Court 5	100 General Fund	50.00
41740	07/16/2020	US Bureau of Land Management	0950 - Justice Court 5	100 General Fund	200.00
41741	07/16/2020	Walmart	0920 - Justice Court 2	100 General Fund	2.92

Regular Board of Supervisors Meeting**Human Resources****Meeting Date:** 07/21/2020

CCT Membership Resolution Amendment

Submitted By: Kim Lemons, 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:** Elda Orduno **TITLE of PRESENTER:** HR Director**Docket Number (If applicable):****Mandated Function?:** Local Mandate or Policy **Source of Mandate or Basis for Support?:** CCT Bylaws**Information****Agenda Item Text:**

Adopt Resolution 20-10, to amend Resolution 19-08 with regard to Cochise County Membership in the Cochise Combined Trust (CCT), effective July 1, 2020 through June 30, 2023.

Background:

Resolution 19-08 renewed Cochise County's membership in the Cochise Combined Trust (CCT) through June 30, 2020.

Department's Next Steps (if approved):

No immediate action will be taken. The CCT Trustees currently designated by the Board of Supervisors will remain as trustees through June 30, 2020.

Impact of NOT Approving/Alternatives:

This effective date of the resolution will not be updated.

To BOS Staff: Document Disposition/Follow-Up:

Please provide a copy of the fully-executed, recorded resolution to the Human Resources Department.

Attachments

Resolution

RESOLUTION 20 -

A RESOLUTION ENACTED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA APPROVING MEMBERSHIP IN THE COCHISE COMBINED TRUST (CCT)

WHEREAS, The Cochise County Board of Supervisors is empowered pursuant to ARS § 11-981(A) to procure Health, Accident Life, and/or Disability benefits for employees and officers of the County through either insurance or self-insurance; and

WHEREAS, ARS § 11-952 and ARS § 11-952.01 provide that two or more public agencies may join together to provide for Health, Accident, Life, and/or Disability benefits for employees and officers of the entities through either insurance or self-insurance; and

WHEREAS, Cochise County ("the County") has been a Participating Entity in the Cochise Combined Trust ("CCT") since July 01, 2002; and

WHEREAS, the County's current term of participation in CCT expired on June 30, 2020; and

WHEREAS, CCT has extended an invitation to Cochise County to renew its membership in CCT; and

WHEREAS, in order to effect renewal of the County's membership, CCT requires action by the Cochise County Board of Supervisors through a resolution.

THEREFORE, BE IT RESOLVED by the Cochise County Board of Supervisors as follows:

1. The Cochise County Board of Supervisors hereby approves and agrees that the renewal term of its participation in CCT shall be thirty-six (36) months commencing July 01, 2020 and terminating June 30, 2023.

2. The Cochise County Board of Supervisors hereby approves and agrees to be bound by the provisions of the Trust Agreement provided by CCT and as may be amended from time to time.
3. The Cochise County Board of Supervisors hereby accepts the Trust Bylaws provided by CCT and as may be amended from time to time.
4. This approval is based on the CCT Trust Agreement and Bylaws reflecting compliance with A.R.S. § 42-17106.
5. The Cochise County Board of Supervisors hereby appoints the following County employees to the positions shown:
 - A. Trustee: County Administrator or Associate County Administrator.
 - B. Trustee: Risk Management Director or Human Resources Director.

WITNESS, the signatures of the members of the Cochise County Board of Supervisors this ____ day of _____, 2020.

Thomas E. Borer, Chairman
Supervisor, District 1
Cochise County Board of Supervisors

Ann English
Supervisor, District 2
Cochise County Board of Supervisors

Peggy Judd
Supervisor, District 3
Cochise County Board of Supervisors

**APPROVED AS TO FORM AND AS BEING WITHIN
THE POWERS OF THE COCHISE COUNTY
BOARD OF SUPERVISORS**

Christine J. Roberts 7/13/2020

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

WITNESSED AND ATTESTED TO:

Kim Lemons, CPCC
Clerk of the Board
Cochise County

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 07/21/2020

Approve the appointments of Merritt Essig and Martha Lujan 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 appointments of Mr. Merritt Essig and Ms. Martha Lujan to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 2024.

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:

Merritt Essig

2300 Sonoita Drive

Sierra Vista, Arizona 85635

Martha Lujan

5 Markeen Road

Morenci, Arizona 85540

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

Attachments

Arizona at Work Nomination Letter for Merrit Essig

Arizona at Work Nomination Letter for Martha Lujan

Arizona@Work Southeastern Workforce Development Board Term List Updated June 24, 2020



**INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL/UFCW**

Local 184C

Benson, Arizona 85602

June 16, 2020

County Board of Supervisors

1415 Melody Lane

Bisbee, Arizona 85603

Dear Board of Supervisors,

I understand there is a vacant seat on the Arizona@Work-Southeastern Arizona Board of Directors, and I would like to nominate Merritt Essig from International Chemical Workers Union Council Local 184C.

Merritt Essig has held offices including President of Local 184C and VP of Maintenance on the Local 184C Executive Board. He is currently serving as President of the Local.

I believe the Merritt Essig will be a valuable member of the Local Workforce Development Board. Merritt Essig is very resourceful, gets along well with others, and as a veteran, has experience resolving problems and overcoming situations. He has been involved in labor negotiations and well as directing the business of the Local. He works with the Local 184 C Treasurer to ensure timely reporting to International Chemical Workers Union and The Department of Labor. He is currently attending Cochise College pursuing an Associate in Science in Engineering. I am confident that these qualities as well as Merritt's commitment will be an asset to the Arizona@Work Local Workforce Development Board.

Sincerely,

Steve Russell

Treasurer Local 184C



June 17, 2020

County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

Dear Board of Supervisors,

I understand there is a vacant seat on the Arizona@Work-Southeastern Arizona Board of Directors, and I would like to nominate Martha Lujan from Freeport-McMoRan.

Martha Lujan has been a long time and active member of the business community, and currently engages with multiple internal and external community stakeholders in her role as Community Development Manager for the Morenci Operations in Greenlee County.

I believe that Martha Lujan will be a valuable member of the Local Workforce Development Board. Martha is very resourceful, gets along well with others, and thrive on finding resolutions to problems/situations. I am confident that these qualities as well as Martha's commitment will be an asset to the Arizona@Work Local Workforce Development Board.

Sincerely,

A handwritten signature in black ink that reads 'Angie Harmon'.

Angie Harmon
Regional Community Development Manager



Southeastern Arizona Workforce Development Board

2017-2024

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
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
Edward Dummitt	December 2019	4 Year	6/30/2023
Janice Lawhorn	March 2020	4 Year	6/30/2024
Martha Lujan	July 2020	4 Year	6/30/2024
Merrit Essig	July 2020	4 Year	6/30/2024

Currently 18 Board Members



Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Approve Ordinance - Amending Regulations and Licenses to Video Services Providers

Submitted By: Susana Stark, County Attorney

Department: County Attorney

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Adopt Ordinance 050-21, amending Regulations and Licenses to Video Services Providers to Construct, Install and Operate Video Service Networks Along, Across, Under and Upon Highways in Cochise County, to Increase Fee from 3% to 5% of Licensee's Gross Revenue.

Background:

Arizona SB 2229, passed into law in 2018, declared Video Service Providers a matter of statewide concern. The law mandated local authorities to adopt an Ordinance and uniform licensing form for Video Service Providers. On March 10, 2020, the Cochise County Board of Supervisors approved Ordinance 050-20 establishing that Ordinance.

While licensing is required to be uniform across the State, management of right-of-way activities and local revenues associated with this type of use are preserved through each county's ordinance provisions. Current law allows the County to charge a fee of up to five percent (5%) of the Licensee's gross revenues. Ordinance 050-20 provides that the County's fee is three percent (3%) of the Licensee's gross revenues. In the best interest of the County and to be consistent with the fee charged by other Arizona counties, the proposed amended Ordinance increases the fee charged by the County to five percent (5%) of the Licensee's gross revenue.

Department's Next Steps (if approved):

Provide the amended Ordinance to the Clerk of the Board and record the document with the County Recorder. Send a copy of the recorded document to the County Attorney's Office.

Impact of NOT Approving/Alternatives:

The County will only collect a fee of 3% of gross revenue and will not be consistent with the fee collected by other Arizona counties on these Uniform Video Service Licenses.

To BOS Staff: Document Disposition/Follow-Up:

Provide the amended Ordinance to the Clerk of the Board and record the document with the County Recorder. Send a copy of the recorded document to the County Attorney's Office.

Ask the Clerk of the Board to publish Ordinance in the newspaper of the County Seat: Bisbee Observer.

Attachments

Ordinance __ - Amending Regulations and Licenses to Video Service Providers

ORDINANCE ____

AMENDING REGULATIONS FOR THE ISSUANCE OF LICENSES TO VIDEO SERVICE PROVIDERS TO CONSTRUCT, INSTALL AND OPERATE VIDEO SERVICE NETWORKS ALONG, ACROSS, UNDER AND UPON HIGHWAYS IN COCHISE COUNTY TO INCREASE FEE FROM 3% TO 5% OF LICENSEE'S GROSS REVENUE

WHEREAS, The State of Arizona enacted Title 11, Chapter 14 of the Arizona Revised Statutes ("A.R.S."), declaring that licensing of video service providers and the regulation and use of video services are matters of statewide concern; and

WHEREAS, The State of Arizona has required that all Counties adopt new video service provider affidavits, applications, and licenses; and enact a local law in order to be able to continue to collect licensing fees to compensate the County for the use of its highways; and

WHEREAS, on March 10, 2020, the Cochise County Board of Supervisors adopted Ordinance 050-20, establishing regulations for the issuance of such licenses to video service providers, which included a fee of three percent (3%) of the Licensee's gross revenue, as defined in A.R.S. § 11901(A)(9); and

WHEREAS, in the best interest of the County, the Cochise County Board of Supervisors wishes to increase the fee to five percent (5%) of the Licensee's gross revenue, as defined in A.R.S. § 11901(A)(9), to be consistent with other Arizona counties; and

WHEREAS, A.R.S. § 11-1942(B), allows a County to charge a fee of up to five percent (5%) of the Licensee's gross revenue, as defined in A.R.S. § 11901(A)(9).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

Ordinance 050-20, Section 9. Annual License Fee, Subsection A is amended as follows:

A. In consideration of the fact that the public highways, streets, roads, and alleys of the County will be used by video service providers and holdover cable operators (hereinafter "Licensee"); and that said highways, streets, roads and alleys are valuable public properties acquired and/or maintained by the County at great expense to its taxpayers, and in consideration of the costs incurred by the County in regulating and administering each License and the authority granted by the Licensing Statute, each Licensee shall pay to the County the following amounts: Licensee shall pay to the County on an annual basis as and for a license fee a sum representing five percent (5%) of Licensee's gross revenue as defined in A.R.S. § 11-1901(A)(9). Payment shall be due in two (2) annual installments, on July 15 and on January 15 for the preceding six (6) months of the year in which such installments are due. Amounts due will be delinquent if not paid within 30 days of the due date. Delinquent payments shall bear interest at the federal short-term rate, determined pursuant to 26 United States Code section 6621(b), plus three percentage points.

If at any time during the term of a License the Board of Supervisors determines that the fee should be adjusted to an amount not to exceed the legal limit for such fees, the Licensee shall commence paying the adjusted fee following sixty (60) days written notice from the County. In no event shall the fee exceed the maximum fixed by applicable law.

A video service provider shall have the right to offset the following fees and charges imposed by the County and paid by Licensee during the preceding billing period against the next license fee payment made: rental, application, construction, permit, inspection, inconvenience and other fees and charges paid to the County related to the video service provider's use or occupancy of the highways.

Ordinance ____

Amending Regulations for the Issuance of Licenses to Video Service Providers to Construct, Install and Operate Video Service Networks Along, Across, Under and Upon Highways in Cochise County to Increase Fee from 3% to 5% of Licensee's Gross Revenue

Page | 3

PASSED AND ADOPTED by the Board of Supervisors for the County of Cochise, Arizona this ____ day of _____, 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 06/17/2020

Christine J. Roberts
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Approve Uniform Video Service License Agreement for Cox Communications Arizona, LLC

Submitted By: Susana Stark, County Attorney

Department: County Attorney

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

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Uniform Video Service License Agreement for Cox Communications Arizona, LLC, effective July 21, 2020 through July 20, 2030.

Background:

Arizona SB 2229, passed into law in 2018, declared Video Service Providers a matter of statewide concern. The law mandated local authorities to adopt an Ordinance and uniform licensing form for Video Service Providers. On March 10, 2020, the Cochise County Board of Supervisors adopted Ordinance 050-20 establishing that Ordinance.

Under Arizona Revised Statutes (A.R.S.) § 11-1912 allows incumbent cable operators to opt out of their current cable licenses and into the new Uniform Video Service License beginning in January 2020. Or, incumbent operators may choose to remain in their current license, until the license expires. Upon expiration of the current license, incumbent operators must apply for and obtain a Uniform Video Service License. Cox Communications Arizona, an incumbent cable operator, has elected to terminate its local license and apply for a uniform video service license pursuant to A.R.S. § 11-1912.

Department's Next Steps (if approved):

Send Cox Communications Arizona, LLC a copy of the recorded agreement.

Impact of NOT Approving/Alternatives:

The County will be out of compliance with state law, which requires licensing to be uniform statewide.

To BOS Staff: Document Disposition/Follow-Up:

Have the Board Chair sign two originals of the Uniform Video Services License Agreement and give to the Clerk of the Board and record the document with the County Recorder. Send a copy of the recorded document to Christine Roberts in the County Attorney's Office.

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

Uniform Video Service License Agreement for Cox Communications Arizona, LLC

Uniform Video Service License Agreement

This Uniform Video Service License Agreement ("Uniform License Agreement") is made this ____ day of _____, 20____, by and between the County of Cochise, a political subdivision of the State of Arizona ("Licensor") and Cox Communications Arizona, LLC, a Delaware Limited Liability Company ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes (hereinafter the "Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

1. Terms that are not defined herein have the same meaning prescribed in the Licensing Statute.
2. The following appear on Exhibit A attached and incorporated herein by reference:
 - 2.1 The name of Licensee, the type of entity and its jurisdiction of formation.
 - 2.2 The address and telephone number of Licensee's principal place of business.
 - 2.3 The name and address of Licensee's principal executive officers or general partners and of any persons authorized to represent Licensee before Licensor.
3. The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service consists of the Boundaries of Licensor, as identified on Exhibit B attached and incorporated herein by reference.

4. Licensee is required to pay the License Fees required under the Licensing Statute, and all other lawful fees and charges imposed by Licensor.
5. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
6. Licensee shall comply with and be subject to all valid and enforceable federal, state and local laws.
7. Licensee shall comply with all generally applicable, non-discriminatory local laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.
8. Licensee shall comply with the public, education and government programming requirements of the Licensing Statute.
9. Licensee shall comply with all customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations § 76.309(c) applicable to Cable Operators.
10. Licensee shall comply with the consumer privacy requirements of 47 United States Code § 551 applicable to Cable Operators.
11. Licensor hereby grants Licensee the authority to provide Video Service in the Service Area that is described in Exhibit B of this Uniform License Agreement.
12. Licensor grants Licensee authority to use and occupy the highways in the delivery of video service, subject to all applicable law and regulations including the laws of this State and the police powers of the County.
13. The term of this Uniform License Agreement is 10 years and shall begin on the date hereof.
14. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute.

15. Licensee acknowledges that this Uniform License Agreement is subject to Arizona Revised Statutes § 38-511, incorporated herein by reference.

Issued this _____ day of _____ 20____.

LICENSOR:

By: _____

LICENSEE:

Cox Communications Arizona, LLC., a
Delaware company

By: 
Its: Executive Vice President & Region
Manager, John Wolfe
Date: 5/4/2020

EXHIBIT A

[COMPLETED APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE]

Application and Affidavit for Uniform Video Service License
(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)

COCHISE COUNTY

I. Applicant:

Applicant's Name: Cox Communications Arizona, LLC

Principal Place of Business Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Address: 1550 W Deer Valley Rd City/State: Phoenix/AZ Zip: 85027

Type of Entity: LLC Jurisdiction of Formation: Delaware

Phone: 623-594-1000 E-mail: swrcableadministrator@cox.com

II. Applicant's Principal Executive Officers or General Partners:

Name: Patrick Esser

Title: President

Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Name: Jennifer Hightower

Title: Vice President

Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Name: Perly McBride

Title: Vice President

Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Name: John Wolfe

Title: Executive Vice President & Region Manager

Address: 1550 W Deer Valley Rd. Phoenix, AZ 85027

III. Person(s) Authorized to represent Applicant before County:

Name: John Wolfe Title: Executive Vice President & Region Manager

Address: 1550 W Deer Valley Rd. Phoenix, AZ 85027

Name: Susan Anable Title: Vice President, Government & Public Affairs

Address: 1550 W Deer Valley Rd. Phoenix, AZ 85027

IV. Check one pursuant to Arizona Revised Statutes § 11-1911(c)(4):

X Applicant is an Incumbent Cable Operator, as provided in Arizona Revised Statutes § 11-1901(13); or

_____ Applicant is not an Incumbent Cable Operator. The date on which Applicant expects to provide Video Services in the Service Area identified below is: _____

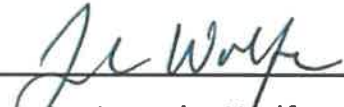
V. For All Applications:

- A. In accordance with A.R.S. § 11-1911 (7), Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Services in the Services Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
- B. The Term of the uniform video service license shall be 10 Years (10 or less).
- C. Applicant agrees to pay all lawful fees and charges imposed by the County.
- D. Applicant agrees to notify the County in writing of any changes to the information in items I-IV, above, within thirty (30) days after the change occurs, as provided in A.R.S. § 11-1914(B)(2).
- E. Provide an exact description of the Service Area, as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application, as Exhibit A.)

If the applicant is an incumbent cable operator, specify whether the Applicant elects under A.R.S. § 11-1914(C) to apply for a uniform video service license for service area that consists of the boundaries of the County: Yes.

Applicant Verification

I, John Wolfe, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the Applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature:  Date: 5/4/2020
Print name and Title: John Wolfe Executive Vice President & Region Manager

County Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by the County this 14th day of May, 2020.

Cochise County, Arizona

By: 

Print Name and Title: Kim Lemons, Clerk of the Board

Address: 1415 Melody Lane, Bldg G, Bisbee AZ 85603

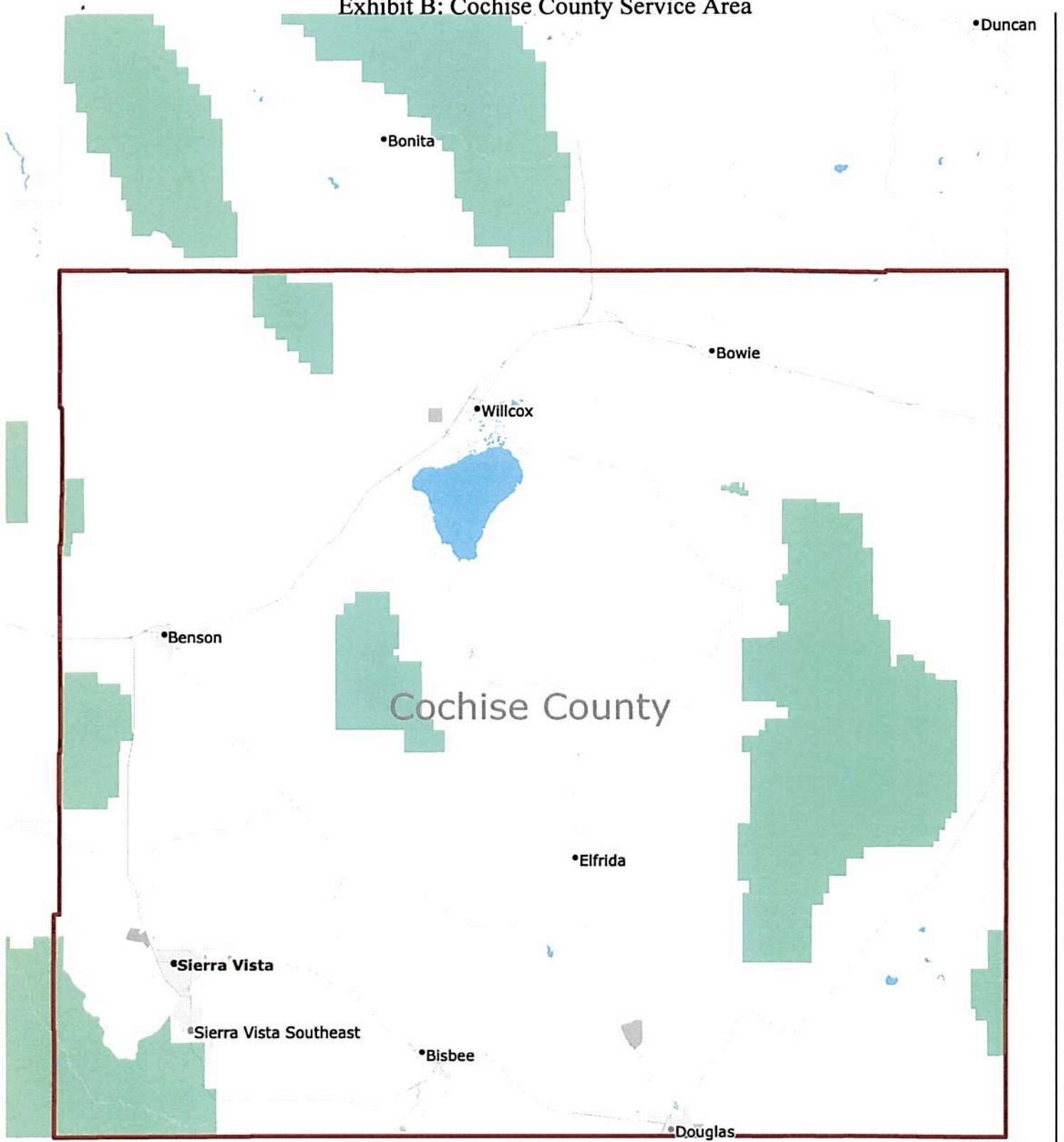
Phone: 520-432-9200

E-mail: Klemons@cochise.az.gov

If the County determines that the application and affidavit are incomplete, or otherwise deficient for failure to comply with Chapter 14 of Title 11 of the Arizona Revised Statutes, the County shall provide written notice to the Applicant, no later than fifteen (15) days after the date of filing of the application and affidavit.

Not later than 45 days after the date an Applicant files a completed application and affidavit, pursuant to A.R.S. § 11-1914, the County shall issue a uniform video service license to the Applicant in the form prescribed by A.R.S. § 11-1911. If the County does not notify the Applicant about the completeness of the video service license agreement within the time prescribed by statute or issue the agreement within the time period required under this subsection, the agreement shall be considered complete and issued to the Applicant in the form submitted.

Exhibit B: Cochise County Service Area



**Public Hearings 11.
County Attorney**

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Uniform Video Service License Agreement for Cable One, Inc. dba Sparklight

Submitted By: Susana Stark, County Attorney

Department: County Attorney

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

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Uniform Video Service License Agreement for Cable One, Inc., dba Sparklight, effective July 21, 2020 through July 20, 2030.

Background:

Arizona SB 2229, passed into law in 2018, declared Video Service Providers a matter of statewide concern. The law mandated local authorities to adopt an Ordinance and uniform licensing form for Video Service Providers. On March 10, 2020, the Cochise County Board of Supervisors adopted Ordinance 050-20 establishing that Ordinance.

Under Arizona Revised Statutes (A.R.S.) § 11-1912 allows incumbent cable operators to opt out of their current cable licenses and into the new Uniform Video Service License beginning in January 2020. Or, incumbent operators may choose to remain in their current license, until the license expires. Upon expiration of the current license, incumbent operators must apply for and obtain a Uniform Video Service License.

Cable One, Inc. dba Sparklight has applied for a Uniform Video Service License. Cable One previously held a Cochise County cable franchise local license, however, it expired on August 1, 2019, and was not renewed. Pursuant to A.R.S. § 11-1901(13), to be considered an incumbent operator, a cable operator or other video service provider on December 31, 2019, had to be providing video service in this state pursuant to a local license. Cable One's local license expired on August 1, 2019. Therefore, Cable One dba Sparklight is not considered an incumbent operator under the statute and must apply for a new Uniform Video Service License in order to continue legally operating.

Department's Next Steps (if approved):

Send Cable One, Inc. dba Sparklight a copy of the recorded agreement.

Impact of NOT Approving/Alternatives:

The County will be out of compliance with state law, which requires licensing to be uniform statewide.

To BOS Staff: Document Disposition/Follow-Up:

Have the Board Chair sign two originals of the Uniform Video Services License Agreement and give to the Clerk of the Board and record the document with the County Recorder. Send a copy of the recorded document to Christine Roberts in the County Attorney's Office.

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

Uniform Video Service License Agreement for Cable One, Inc. dba Sparklight
Application

Uniform Video Service License Agreement

This Uniform Video Service License Agreement ("Uniform License Agreement") is made this ____ day of _____, 20____, by and between the County of Cochise, a political subdivision of the State of Arizona ("Licensor") and Cable One, Inc. dba Sparklight, a Delaware corporation ("Licensee")

WHEREAS, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes (hereinafter the "Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

- 1.** Terms that are not defined herein have the same meaning prescribed in the Licensing Statute.
- 2.** The following appear on Exhibit A attached and incorporated herein by reference:
 - 2.1** The name of Licensee, the type of entity and its jurisdiction of formation.
 - 2.2** The address and telephone number of Licensee's principal place of business.
 - 2.3** The name and address of Licensee's principal executive officers or general partners and of any persons authorized to represent Licensee before Licensor.
- 3.** The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service consists of the Boundaries of Licensor, as identified on Exhibit B attached and incorporated herein by reference.

- 4.** Licensee is required to pay the License Fees required under the Licensing Statute, and all other lawful fees and charges imposed by Licenser.
- 5.** Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
- 6.** Licensee shall comply with and be subject to all valid and enforceable federal, state and local laws.
- 7.** Licensee shall comply with all generally applicable, non-discriminatory local laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.
- 8.** Licensee shall comply with the public, education and government programming requirements of the Licensing Statute.
- 9.** Licensee shall comply with all customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations § 76.309(c) applicable to Cable Operators.
- 10.** Licensee shall comply with the consumer privacy requirements of 47 United States Code § 551 applicable to Cable Operators.
- 11.** Licenser hereby grants Licensee the authority to provide Video Service in the Service Area that is described in Exhibit B of this Uniform License Agreement.
- 12.** Licenser grants Licensee authority to use and occupy the highways in the delivery of video service, subject to all applicable law and regulations including the laws of this State and the police powers of the County.
- 13.** The term of this Uniform License Agreement is for 10 years and shall begin on the date hereof.
- 14.** Licenser and Licensee agree that they are subject to and must comply with the Licensing Statute.

- 15.** Licensee acknowledges that this Uniform License Agreement is subject to Arizona Revised Statutes § 38-511, incorporated herein by reference.

Issued this _____ day of _____ 20____.

LICENSOR:

LICENSEE:

By: _____

By: _____
Juli Blanda, Division Vice President

EXHIBIT A

[COMPLETED APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE]

Application and Affidavit for Uniform Video Service License

(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)

COCHISE COUNTY

I. Applicant:

Applicant's Name: Cable One, Inc. dba Sparklight

Principal Place of Business Address: 99 Bisbee Rd.

City: Bisbee State: AZ Zip: 85603

Type of Entity: Corporation Jurisdiction of Formation: DE

Phone: 520-432-9118 E-mail: James.Collins@SparklightBiz

II. Applicant's Principal Executive Officers or General Partners:

Name: Julie Laulis

Title: President/CEO

Address: 210 E. Earll Drive, Phoenix, AZ 85012

Name: Mike Bowker

Title: Chief Operating Officer

Address: 210 E. Earll Drive, Phoenix, AZ 85012

Name: Stephen S. Cochran

Title: Chief Financial Officer

Address: 210 E. Earll Drive, Phoenix, AZ 85012

Name: Juli Blanda

Title: Division Vice President

Address: 210 E. Earll Drive, Phoenix, AZ 85012

III. Person(s) Authorized to represent Applicant before County:

Name: James (Kim) Collins Title: System General Manager

Address: 99 Bisbee Rd., Bisbee AZ 85603

Name: Emerson Yearwood Title: Associate General Counsel

Address: 210 E. Earll Drive, Phoenix, AZ 85012

IV. Check one pursuant to Arizona Revised Statutes § 11-1911(c)(4):

 Applicant is an Incumbent Cable Operator, as provided in Arizona Revised Statutes § 11-1901(13); or

 X Applicant is not an Incumbent Cable Operator. The date on which Applicant expects to provide Video Services in the Service Area identified below is: January 1, 2020

V. For All Applications:

- A. In accordance with A.R.S. § 11-1911 (7), Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Services in the Services Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
- B. The Term of the uniform video service license shall be 10 Years (10 or less).
- C. Applicant agrees to pay all lawful fees and charges imposed by the County.
- D. Applicant agrees to notify the County in writing of any changes to the information in items I-IV, above, within thirty (30) days after the change occurs, as provided in A.R.S. § 11-1914(B)(2).
- E. Provide an exact description of the Service Area, as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application, as Exhibit A.)

If the applicant is an incumbent cable operator, specify whether the Applicant elects under A.R.S. § 11-1914(C) to apply for a uniform video service license for service area that consists of the boundaries of the County: NA.

Applicant Verification

I, Juli Blanda, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the Applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature: Juli Blanda Date: May 20, 2020

Print name and Title: Juli Blanda, Division Vice President

County Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by the County this 27th day of May, 2020.

Cochise County, Arizona

By: Kim Lemons

Print Name and Title: Kim Lemons, Clerk of the Board

Address: 1415 Melody Lane, Building G, Bisbee AZ 85603

Phone: 520-432-9200

E-mail: klemons@cochise.az.gov

If the County determines that the application and affidavit are incomplete, or otherwise deficient for failure to comply with Chapter 14 of Title 11 of the Arizona Revised Statutes, the County shall provide written notice to the Applicant, no later than fifteen (15) days after the date of filing of the application and affidavit.

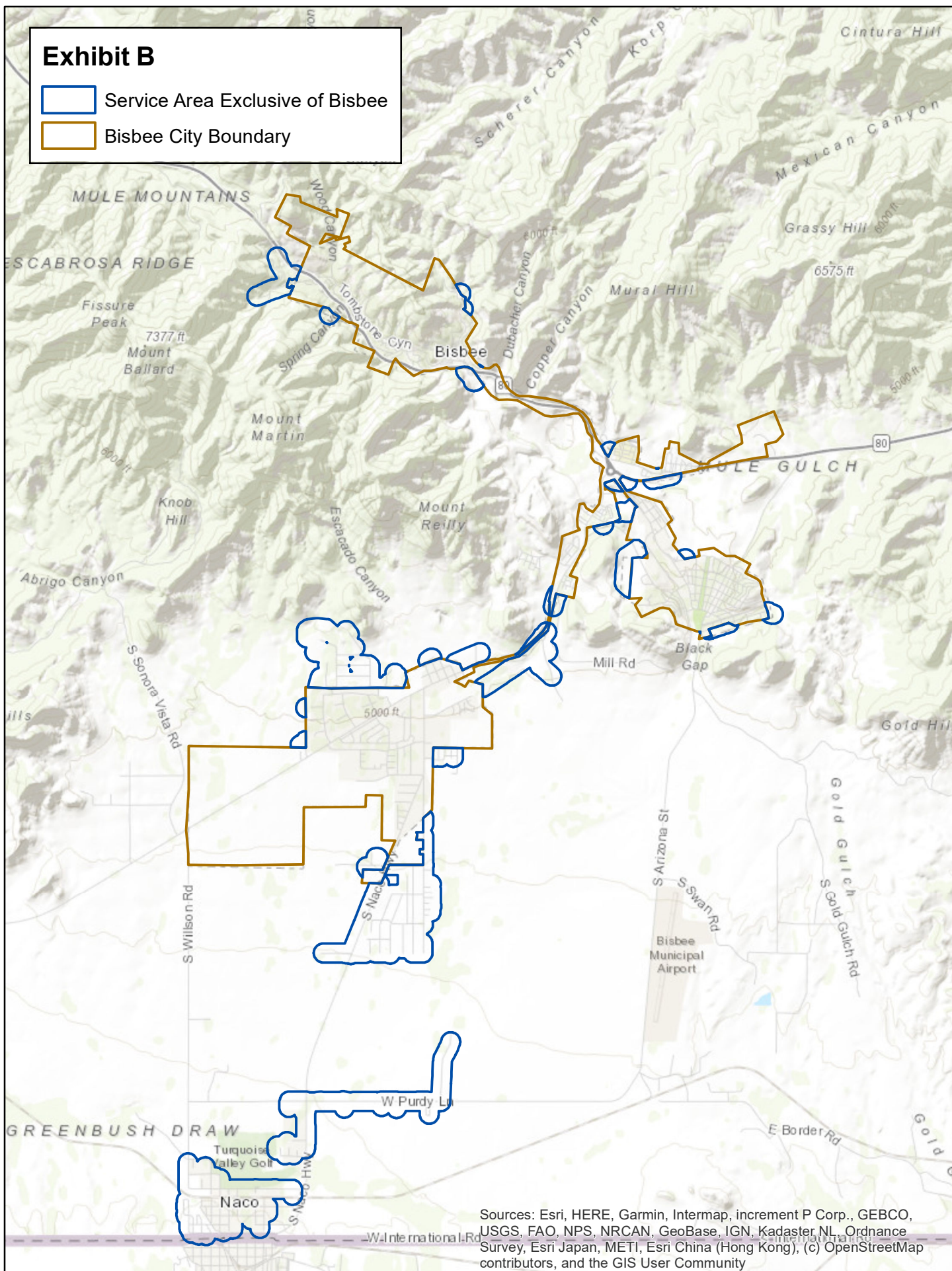
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EXHIBIT B

[SERVICE AREA]

Exhibit B

-  Service Area Exclusive of Bisbee
-  Bisbee City Boundary



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Application and Affidavit for Uniform Video Service License
(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)

COCHISE COUNTY

I. Applicant:

Applicant's Name: Cable One, Inc. dba Sparklight

Principal Place of Business Address: 99 Bisbee Rd.

City: Bisbee State: AZ Zip: 85603

Type of Entity: Corporation Jurisdiction of Formation: DE

Phone: 520-432-9118 E-mail: James.Collins@SparklightBiz

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Title: President/CEO

Address: 210 E. Earll Drive, Phoenix, AZ 85012

Name: Mike Bowker

Title: Chief Operating Officer

Address: 210 E. Earll Drive, Phoenix, AZ 85012

Name: Stephen S. Cochran

Title: Chief Financial Officer

Address: 210 E. Earll Drive, Phoenix, AZ 85012

Name: Juli Blanda

Title: Division Vice President

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Name: James (Kim) Collins Title: System General Manager

Address: 99 Bisbee Rd., Bisbee AZ 85603

Name: Emerson Yearwood Title: Associate General Counsel

Address: 210 E. Earll Drive, Phoenix, AZ 85012

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- E. Provide an exact description of the Service Area, as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application, as Exhibit A.)

If the applicant is an incumbent cable operator, specify whether the Applicant elects under A.R.S. § 11-1914(C) to apply for a uniform video service license for service area that consists of the boundaries of the County: NA.

Applicant Verification

I, Juli Blanda, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the Applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature: Juli Blanda Date: May 20, 2020
Print name and Title: Juli Blanda, Division Vice President

County Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by the County this 27th day of May, 2020.

Cochise County, Arizona

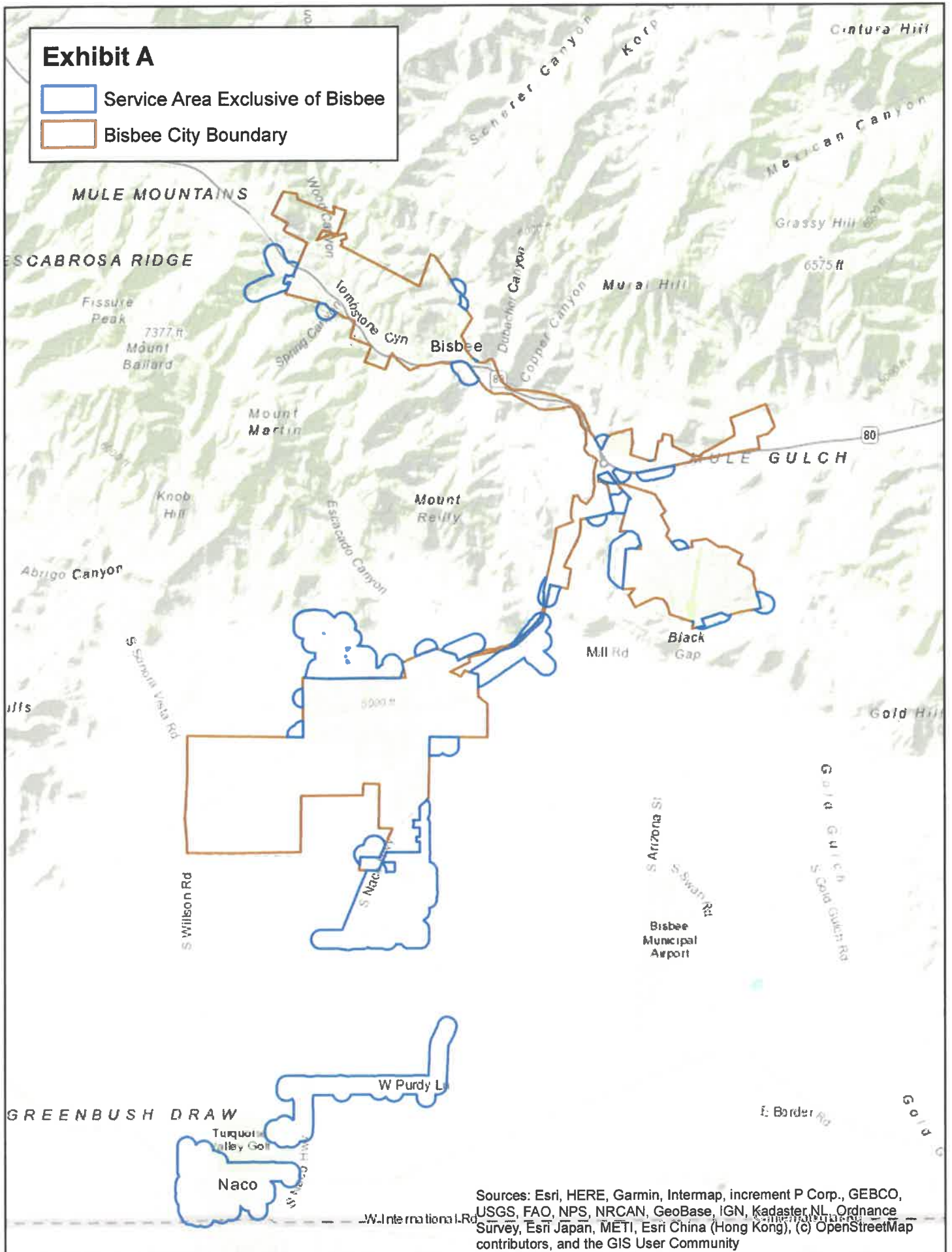
By: Kim Lemons
Print Name and Title: Kim Lemons, Clerk of the Board
Address: 1415 Melody Lane, Building G, Bisbee AZ 85603
Phone: 520-432-9200
E-mail: klemons@cochise.az.gov

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Exhibit A

-  Service Area Exclusive of Bisbee
-  Bisbee City Boundary



Development Services

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Rezoning Z-20-07 (Carroll), Request to rezone 79 acres from R-36 to RU-4

Submitted By: Dan Coxworth, Development Services

Department: Development Services

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: ? TITLE of PRESENTER: ?

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

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Zoning Ordinance 20-11 to rezone 79 acres in the Babocomari from R-36 (Residential, minimum 36,000 square feet) to RU-4 (Rural, minimum 4 acres), pursuant to the application of Lisa and Michael Carroll.

Background:

The applicant seeks to rezone 79 acres from R-36 (Residential; one dwelling per 36,000-square feet) to RU-4 (Rural; one dwelling per four-acres). The parcel was conditionally rezoned from RU-4 to TR-36 in 2006, to subdivide the property. The conditions have not been met, and the Applicants seek to revert the zoning to RU-4.

Department's Next Steps (if approved):

Update zoning map.

Impact of NOT Approving/Alternatives:

The property would not be developable, unless a subdivision plat was submitted and approved.

To BOS Staff: Document Disposition/Follow-Up:

Sign and record the ordinance, and return 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

Staff Presentation

Zoning Ordinance Z-20-07 (Carroll)



COCHISE COUNTY DEVELOPMENT SERVICES

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Dan Coxworth, Director
SUBJECT: Docket Z-20-07 (Carroll)
DATE: July 21, 2020

APPLICATION FOR A REZONING

The applicant seeks to rezone five parcels totaling 79 acres from R-36 (Residential; one dwelling per 36,000-square feet) to RU-4 (Rural; one dwelling per four-acres). The parcel was conditionally rezoned from RU-4 to TR-36 in 2006, to subdivide the property. The conditions have not been met, and the applicant seeks to revert the zoning to RU-4. 106-15-045B, 045C, 045D, 045E, 045F are located south of E. Pine Street in Whetstone. The Applicants are Lisa and Michael Carroll.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

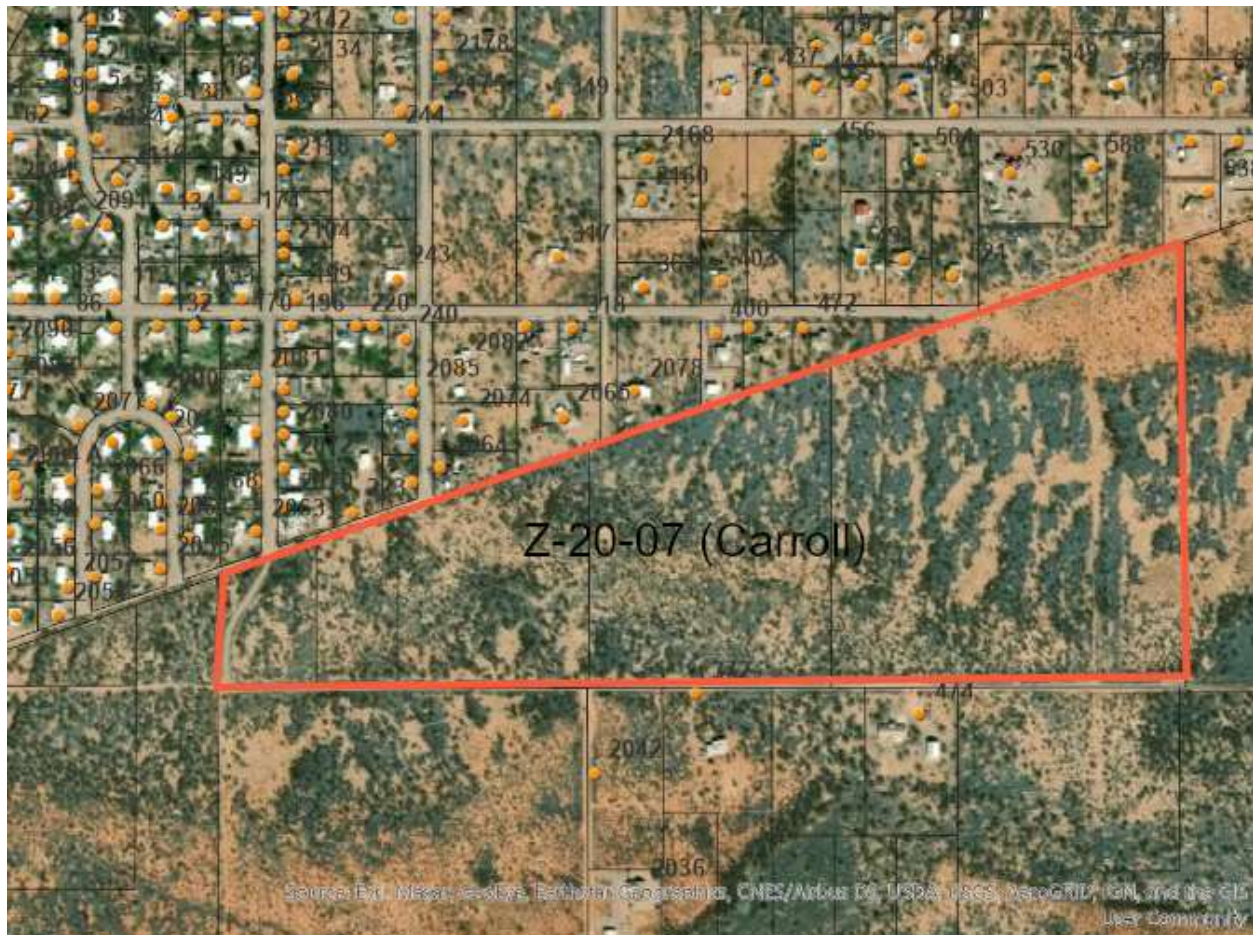
Size: 79 Acres
Current Zoning: R-36 (Residential, 1-dwelling per 36,000-square feet)
Growth Area: Category B (Community Growth Area)
Area Plan: *Babocomari Area Plan*
Comprehensive Plan Designation: Low Density Residential
Existing Uses: Vacant Land
Proposed Uses: Manufactured home and horses

Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
North	SR-12	Residential
South	RU-4	Vacant Land and Residential
East	SR-43 - Conditional	Vacant Land
West	GB	Vacant Land

II. PARCEL HISTORY

In 2006, a previous owner of the property applied for a rezoning from RU-4 to TR-36 and was granted Conditional Approval. One of the Conditions of Approval, as required by the adopted *Babocomari Area Plan* (2006), indicates that any rezoning to a higher density to facilitate residential development must proceed under the County's subdivision process. To date, no subdivision process has begun on the subject parcel.



III. NATURE OF REQUEST

Due to the current conditional zoning that restricts residential development to the County's subdivision process, staff cannot issue permits for any construction beyond repair or agricultural uses. The

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

The subject property lies within a Category “B”– Community Growth Area and is considered a “Low-Density Residential” land use designation area per the Babocomari Area Plan. RU-4 zoning is permitted in the Category “B,” “Low-Density Residential” areas, so this request to rezone to RU-4 complies with the Babocomari Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Eight of the criteria apply to this request, which, as submitted, complies with all of the eight relevant factors.

1. Provides an Adequate Land Use/Concept Plan—Not Applicable.

The applicants plan to place a manufactured home on the property.

2. Compliance with the Applicable Site Development Standards—Complies.

As noted above, the 79-acres are undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcel to be developed.

3. Adjacent Districts Remain Capable of Development – Complies.

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses—Complies.

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development –Complies.

There is precedent for RU-4 zoning in the immediate area. A significant portion of the Babocomari area retains RU-4 zoning.

6. Rezoning to More Intense Districts—Not Applicable.

As indicated, this request is for a downzoning, which in this case, would reduce the permitted density.

7. Adequate Services and Infrastructure – Not Applicable.

As this request is for a downzoning, this factor does not apply.

8. Traffic Circulation Criteria – Complies.

Because this request is to reduce density, rezoning from R-36 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets—Not Applicable.

The area is not served by roads within the County Maintenance System.

10. Infill—Not Applicable.

This factor applies only for rezoning requests to General Business, Light Industry, or Heavy Industry.

11. Unique Topographic Features – Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation—Complies.

As this proposed downzoning would reduce permitted maximum density, potential water usage would also likely decrease.

13. Public Input—Complies.

As this is a downzoning request, the applicant was not required to complete a Citizen Review. Staff published a legal notice and notified neighboring property owners within 300-feet of the property and received no letters in support or opposition

14. Hazardous Materials – Not Applicable.

No hazardous materials are proposed as part of this request.

15. Compliance with Area Plan - Complies

The subject property lies within a Category “B”– Community Growth Area and is considered a “Low-Density Residential” land use designation area per the Babocomari Area Plan. The Neighborhood Conservation designation is intended to create neighborhoods with lots of one-acre or more. This request would comply by creating a minimum lot size of four-acres per dwelling.

V. SUMMARY

The rezoning (“downzoning”) request is for parcels of 79 acres in the Babocomari. This request would eliminate a conditional rezoning that was approved 14 years ago, contingent on the approval of a Subdivision Plat.

All current development is occurring on parcels zoned RU-4. The Babocomari Area Plan designates the site for Low-Density Residential. This designation essentially constitutes a recommendation on the part of the Area Plan for a rezoning to a lower-density zoning district, constituting a major Factor in Favor of Approval. A rezoning to the RU-4 district would, therefore, reflect the policies of the Plan, and would better reflect the character of the surrounding neighborhood.

Staff’s recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of development in the area;
2. The *Babocomari Area Plan* and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. The request would remove the conditional zoning and permit the owner to develop the property.

Factors Against Approval

None

VI. RECOMMENDATION

The **Planning & Zoning Commission** voted 7 – 0 at their regular meeting on July 8, 2020, to recommend **approval**.

Based on the Factors in Favor of Approval, staff recommends **Conditional Approval** of Docket Z-20-07, subject to the following standard Condition:

1. The applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the rezoning.

VII. ATTACHMENTS

- A. Rezoning Application

COCHISE COUNTY

Z-20-07 (Carroll)

A request to rezone from R-36 to RU-4

Board of Supervisors

July 21, 2020



Public Programs...Personal Service

COCHISE COUNTY

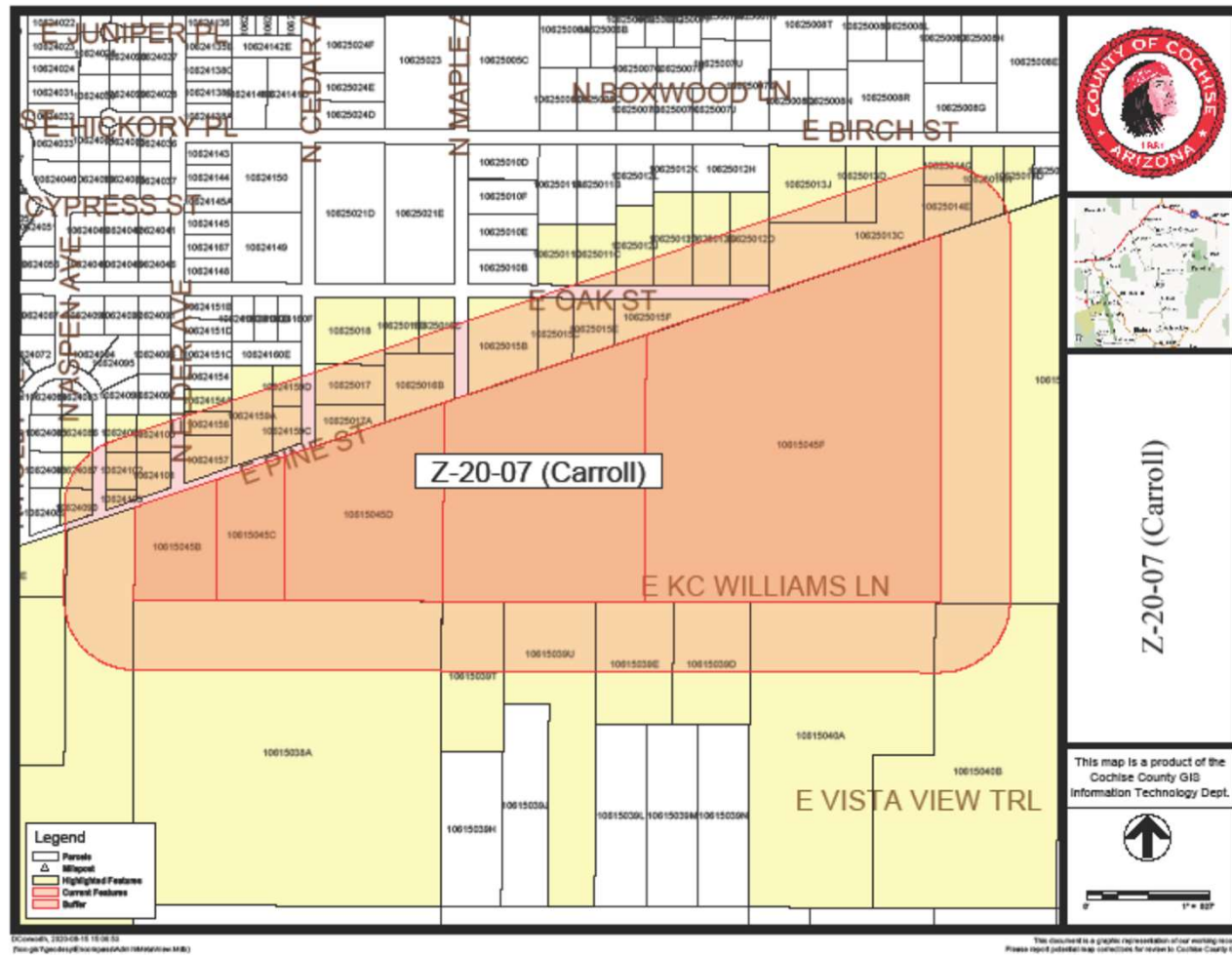
Docket Z-20-07 (Carroll)

- The Applicants are requesting rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres)
- 79 acres, parcels: 106-15-045B, 045C, 045D, 045E, 045F are located south of E. Pine Street in the Babocamari.
- Conditionally rezoned in 2006 to R-36 requiring a subdivision plat for permit issuance of a single-family home



COCHISE COUNTY

Location Map:



COCHISE COUNTY

Aerial Photo:



Public Programs...Personal Service



COCHISE COUNTY

Factors in Favor and Against Approving the Rezoning:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of development in the area;
2. The Babocomari Area Plan and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density;
3. The request would remove the conditional zoning and permit the owner to develop the property.

Factors Against Approval

None



COCHISE COUNTY

The **Planning & Zoning Commission** voted 7 – 0 at their regular meeting on July 8, 2020, to recommend **approval**.

Based on the factors in favor of approval, staff recommends
Conditional Approval of the Rezoning request, subject to the following
Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and

Sample Motion: Mr. Chair, I move to approve docket Z-20-07 with condition.



Public Programs...Personal Service

ZONING ORDINANCE 20-____

REVERTING CERTAIN ZONING DISTRICT BOUNDARIES FROM TR-36 TO RU-4, PURSUANT TO THE APPLICATION OF LISA AND MICHAEL CARROLL

WHEREAS, Arizona Revised Statutes (“A.R.S.”) § 11-814 allows property owners or their authorized agent to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

WHEREAS, the Cochise County Board of Supervisors (“Board of Supervisors”) recognizes that zoning amendments can affect land use patterns and therefore, warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, Tax Parcels 106-15-045B, 045C, 045D, 045E, 045F were granted a conditional rezoning in 2006 from RU-4 to TR-36 to facilitate a residential subdivision; and

WHEREAS, the conditions of the rezoning were never completed (including the submission of a subdivision plat); and

WHEREAS, the Applicants, Lisa and Michael Carroll, subsequently acquired the parcels of land and the Applicants do not wish to pursue the proposed subdivision and want to revert the zoning to RU-4; and

WHEREAS, pursuant to A.R.S. § 11-814, the Board of Supervisors can revert zoning, if the property has not been improved for the use for which it was conditionally approved; and

WHEREAS, the requested zoning district represents a reduction in density; and

WHEREAS, the requested zoning district is harmonious with the surrounding zoning districts; and

WHEREAS, the Board of Supervisors promotes effective, early and continuous public participation by citizens; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the reversion of the zoning of Tax Parcels 106-15-045B, 045C, 045D, 045E, 045F as requested by the applicants, Lisa and Michael Carroll.

NOW, THEREFORE, BE IT RESOLVED that the zoning of Tax Parcels 106-15-045B, 045C, 045D, 045E, 045F is reverted from TR-36 to RU-4. The property is located in the Babocomari Land Grant in Huachuca City, AZ. The property is further described as being in Township 20 South, Range 20 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-20-07 subject to the following condition:

1. The Applicants shall provide the County with a signed Acceptance of Conditions, and a Waiver of Claims form arising from A.R.S. § 12-1134, signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 21st day of July 2020.

Thomas E. Borer, Chair
Cochise County Board of Supervisors

ATTEST:

Kim Lemons, CPCC
Clerk of the Board

APPROVED AS TO FORM:

 7/21/2020

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

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 07/21/2020

Approve Board appointments and memberships for FY2019-20

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

Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2020-21 Fiscal Year and approve continuing annual memberships for 2020-21, with payment of associated dues as described herein.

Background:

The organizations that the Board approved membership in, for fiscal year 2020-21, appear on the attached listing along with dues amounts (if any). At the same time, the Board is asked to consider renewing or revising its appointments to various committees and boards on which a member of the Board of Supervisors sits.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

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

1:

Fund Transfers

Attachments

Committee-Board Assignments

Committee or Board Assignments for BOS &/or Executive Staff & Annual Membership Dues								
Board, Commission, Committee or Group	Member(s)	Appointed By	Effective Start Date	Effective End Date	Regular Meeting Location	Membership Dues 2019-2020	Membership Dues 2020-2021	Notes
BUDGET:						\$124,000.00	\$124,000.00	
Arizona Association of Counties (AACO)	Cathy Traywick	N/A			Arizona	\$16,052.77	\$16,052.77	
Arizona Border Counties Coalition (ABCC)	Ann English Tom Borer, Alternate	Board of Supervisors	2017-03-01	through present	Arizona	n/a	n/a	
Arizona City / County Management Association (ACMA)	Sharon Gilman	N/A			Phoenix	\$674.80	\$200.00	Sharon - Full Member
Arizona Counties Insurance Pool (ACIP)	County Administrator Sharon Gilman, Alternate	N/A				n/a	n/a	
Arizona Town Hall	Ann English County Administrator	N/A		through present	Arizona	\$200.00	\$100.00	Due on date paid/not per fiscal year-paid 6.20 for Ann English
Arizona-Mexico Commission	Ann English	N/A	2015-07-15	through present	Phoenix	\$250.00	\$250.00	Due on date paid/not per fiscal year-paid 6.20
Association of Defense Communities	Tom Borer	N/A	2020-07-21				\$450.00	New membership for FY 2020-21
Board of Health	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
Cochise Conservation & Recharge Network (CCRN)	Tom Borer	Board of Supervisors	2013-06-01	through present	Cochise County	n/a	n/a	
Corrections Officer Retirement Plan (CORP) Local Board	Tom Borer	Board of Supervisors		through present	Bisbee	n/a	n/a	
CSA (County Supervisors Association)	Tom Borer Ann English Peggy Judd	N/A		through present	Phoenix	\$62,293.00	\$62,293.00	\$55,593.00 Service Fee + \$6,700 Building Maintenance Fund Assessment
CSA / County Managers Assoc & Natl Assoc of Cty Admin (NACA)	County Administrator	N/A	2015-07-15	through present	Phoenix	\$150.00	\$150.00	Calendar Year Annual Managers Dues \$100.00, NACA \$50.00 - not invoiced for 2020 yet
CSA / Legislative Policy Committee (LPC)	Ann English	Board of Supervisors	2008-01-08	through present	Phoenix	n/a	n/a	Legal Fund \$5000.00 - Still outstanding 8.18
Eastern Arizona Counties Organization	Peggy Judd	Board of Supervisors	October 2014	through present		\$6,000.00	\$6,000.00	Dues are paid at the end of the fiscal year. FY 2019-2020; letter/invoice sent on 6.19.20
Emergency Food and Shelter Program (EFSP) Local Board	Peggy Judd	Board of Supervisors		through present	Bisbee	n/a	n/a	In-kind administrative support
Homeland Security Regional Advisory Council Appointment - Region 5 (South)	Peggy Judd	Governor	2006-10-19	through present	Phoenix	n/a	n/a	
Huachuca 50	Tom Borer	Board of Supervisors	1905-06-24	through present	Sierra Vista	\$200.00	\$200.00	\$27,000 IGA w/City of SV to lobby for Fort Huachuca Effective 7.9.19 - 7.9.21 7.2.19: Tom will check on \$200.00 invoice
National Association of Counties (NACo)	Cathy Traywick Ann English, Alternate	N/A		through present	Washington, D.C.	\$2,627.00	\$2,627.00	7.7.20: Submitted for payment
Public Lands Advisory Committee, BOS Liaison	Ann English	Board of Supervisors	2007-08-14	through present	Bisbee	n/a	n/a	
Public Safety Personnel Retirement System (PSPRS) Local Board	Tom Borer	Board of Supervisors		through present	Bisbee	n/a	n/a	
SAEDG Southeast Arizona Economic Development Group	Peggy Judd	Board of Supervisors	2018-03-13	through present	Bisbee	\$150.00	\$150.00	not invoiced yet
SEACAP SouthEastern Arizona Community Action Plan	Gwen Calhoun Barbara Kennedy	Board of Supervisors	3/1/2017 2/12/2020	until replaced until replaced	Safford	n/a	n/a	Gwen is the Primary Elected Representative Barbara is the Alternate
SEAGO Administrative Committee	Dan Coxworth	N/A	2017-03-02	through present	Bisbee	n/a	n/a	Part of SEAGO
SEAGO Executive Committee	Ann English	Board of Supervisors	2017-03-03	through present	Bisbee	\$11,113.00	\$11,113.00	
Sierra Vista Metropolitan Planning Organization (SVMPO)	Tom Borer Peggy Judd, Alternate	N/A	2017-03-04	through present	Sierra Vista	\$702.00	\$702.00	Bill comes from the City of Sierra Vista
USPP Executive Committee	Tom Borer County Administrator	N/A		through present	Sierra Vista	n/a	n/a	
USPP Partnership Advisory Commission	Tom Borer Ann English Peggy Judd	N/A		through present	Sierra Vista	n/a	n/a	
TOTALS:						\$100,412.57	\$100,287.77	
UNEXPENDED BALANCE:						\$23,587.43	\$23,712.23	

Action 14.**Regular Board of Supervisors Meeting****Meeting Date:** 07/21/2020

Approve Crime Victim Compensation Program Grant, ACJC Grant No. VC-21-050

Submitted By: Susana Stark, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS
Submitted for Signature:** 3**NAME
of PRESENTER:** Christine J. Roberts**TITLE
of PRESENTER:** Chief Civil
Deputy County
Attorney**Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:** A.R.S. § 41-2407

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

Information**Agenda Item Text:**

Approve the Crime Victim Compensation Grant No. VC-21-050, in the amount of \$69,335, effective July 1, 2020 through June 30, 2021.

Background:

The award amount of \$69,335.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide crime victims within Cochise County compensation for injuries and losses received as a result of an incident. The grant allows \$21,500.00 in administrative costs which is used to pay salary and ERE's for a part-time Victim Compensation Coordinator. There are no match funds necessary for this grant. Fiscal Impact & Funding Sources: There is no transfer-in from any county account. This fund is fully grant monies.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

By not renewing this grant, the County would lose the part-time coordinator who works directly with victims of criminally injurious conduct seeking compensation. If the County were to pay for victim compensation out of the general fund, taxpayers would assume the added expenses. The County Attorney's Victim Witness Program is mandated to educate and provide victim compensation options to crime victims.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Agreement ACJC VC-21-050



Arizona Criminal Justice Commission

June 26, 2020

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

Honorable Brian McIntyre
Cochise County Attorney's Office
PO Drawer CA
Bisbee, Arizona 85603

Re: Victim Compensation Grant Number VC-21-050

Dear: Mr. Brian McIntyre

On March 26, 2020 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2021. On March 26, 2020 the Commission also approved the allocation of \$3,273,346 in state and federal crime victim compensation funds to county programs for FY 2021. The total amount allocated Cochise County Attorney's Office includes the following:

ACJC (State Funding)*	\$69,335.00
VOCA (Federal Funding)*	\$0.00
TOTAL ALLOCATION	\$69,335.00

*Estimated Level

The allocation of state funding to the Cochise County Attorney's Office compensation program includes \$21,500.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2021, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2020 or the agreement may be cancelled.

If you have any questions concerning this program you may contact me at 602-364-1177.

Sincerely,

Dorinda Johns, Program Coordinator
Crime Victim Services



ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM COMPENSATION PROGRAM
GRANT AGREEMENT

ACJC Grant Number VC-21-050

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

Grantee Name: Cochise County Attorney's Office

Grantee's DUNS Number: 020126041

Grantee Period of Performance Start and End Date: 07/01/2020 TO 06/30/2021

Amount of Federal Funds Obligated by this Agreement: \$0.00

Total Amount of Federal Funds Obligated to the Grantee: \$ 0.00

Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.576 – Crime Victim Compensation Program

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$1,278,000

Federal Award Identification Number (FAIN): 2019-VI-GX-0053

Federal Award Date: 09/13/2019

Federal Award Project Description:

Funds under this program shall be used by the states for awards of compensation benefits to crime victims. The primary purpose of this grant is to supplement state efforts to provide financial compensation to crime victims for costs resulting from crime, and to encourage victim cooperation and participation in the criminal justice system.

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

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this first day of July, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY ATTORNEY'S OFFICE, hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2020 and terminate on June 30, 2021. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
PO Drawer CA
Bisbee, Arizona 85603
Attn: The Honorable Brian McIntyre

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$12,480.00
Fringe Benefits (for salaries/overtime)*	\$8,820.00
Overtime	\$0.00
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel In-State	\$0.00
Travel Out-of-State	\$0.00
Victim Compensation	\$47,835.00
Operating Expenses:	
Supplies	\$100.00
Registration/Training	\$100.00
Other	\$0.00
Equipment	
Capital	\$0.00
Noncapital	\$0.00
TOTAL	\$69,335.00
Positions Funded:	
Victim Compensation Coordinator	
Equipment Type: None	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$69,335.00 in State Funds.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than

five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

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

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

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

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program.

Link: e-CFR Navigation Aid: <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

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

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 25
October 1 to December 31	January 25
January 1 to March 31	April 25
April 1 to June 30	July 25

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

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

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

compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide").
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

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

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

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

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

federal department or agency authorized to receive such information.

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

I. In accepting this award, the GRANTEE--

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

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

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

a. it represents that--

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

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

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

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

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

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

agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

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

"This was supported by Award No. 2019-VI-GX-0053 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

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

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

Link:

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

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

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

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

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (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.
58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the 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 suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)). .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Arizona Criminal Justice Commission
CRIME VICTIM COMPENSATION
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 acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
4. The GRANTEE understands that \$21,500.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
5. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
6. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
7. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (https://www.ovc.gov/voca/pdf/voca_guidelines2001.pdf).
8. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
9. The GRANTEE agrees to seek and order all available restitution owed to the program.
10. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
11. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.
12. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime

Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

- 13.** GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 14.** GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all administrative expenditures with the monthly financial report through the ACJC Grant Management System (GMS) and agrees to make available supporting documentation for all victim compensation expenditures.
- 15.** GRANTEE agrees to submit quarterly activity reports on the victim compensation claim data identified by the Commission and victim compensation claim expense documentation through the ACJC Data Warehouse.
- 16.** GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

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

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

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

19. GRANTEE 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>

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

Insurance Requirements Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

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

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

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

Certificate Of Completion

Envelope Id: 48A1938310B84A1FB4F5C75EACBBDC6A Status: Sent

Subject: Please DocuSign: Cochise County Attorney's Office VC-21-050 _Crime Victim Compensation GA.pdf, ...

Source Envelope:

Document Pages: 22 Signatures: 0 Envelope Originator:

Certificate Pages: 5 Initials: 0 Heather Bohnet

AutoNav: Enabled hbohnnet@azcjc.gov

Envelopeld Stamping: Enabled IP Address: 208.87.239.180

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original Holder: Heather Bohnet Location: DocuSign

6/26/2020 9:52:07 AM hbohnnet@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

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

Annette Quiroz Sent: 6/26/2020 9:59:46 AM

AQuiroz@cochise.az.gov Viewed: 6/26/2020 2:10:05 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/26/2020 2:10:05 PM
ID: 9a7f5c7d-56dc-4a93-8268-421b0d0e55b6
Company Name: Carahsoft OBO 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	6/26/2020 9:59:46 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO 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 Carahsoft OBO 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 Carahsoft OBO 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 Carahsoft OBO 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 Carahsoft OBO 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 Carahsoft OBO 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 Carahsoft OBO Arizona Criminal Justice Commission during the course of your relationship with Carahsoft OBO Arizona Criminal Justice Commission.

Action 15.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Cogniac Software Service Agreement

Submitted By: Curtis Wilkins, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:

NAME Curtis Wilkins
of PRESENTER:

TITLE Lieutenant
of PRESENTER:

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Software Service Subscription Agreement Addendum No. 1 with Cogniac Corporation for visual observation automation, in the amount of \$105,000, effective August 1, 2020 through August 1, 2021, with a one-year automatic renewal.

Background:

The Sheriff's Office SABRE team utilizes covert surveillance cameras throughout Cochise County to monitor illegal activity occurring along the US/Mexico border on known or suspected smuggling routes. Depending on activity levels and other factors, the cameras can generate hundreds of images per hour. As we continue adding cameras to our surveillance system, the number of images is expected to double or even triple. SABRE consists of 5 deputies. Currently, they are responsible for viewing the thousands of images received. Out of the thousands of images, less than half contain images of smuggling activity. To be effective, the actionable images need to be identified within minutes of receipt. The system has grown in scale to the point it is impossible for the current staffing to sort through the images in a timely fashion and respond to the field. Cogniac's software solution takes our pictures, processes them and, if a person is present, sends an alert via email. The whole process takes a few seconds and the accuracy rate is over 90% and improving. Cogniac has worked with Border Patrol, Customs and Border Protection and other law enforcement and military agencies with similar mission parameters. They've successfully and seamlessly integrated into our network and are performing well. I am unaware of any other vendors who could provide this capability at all, let alone with the same ease, timeliness and accuracy. The software service is an annual subscription. The original cost was \$60,000 however, 300 more cameras have been added to the system increasing the services needed. The cost is now \$105,000 (a \$15,000 increase over 2019's cost) which will be paid in one payment out of the State of Arizona Border Security and Law Enforcement sub-account, which the Sheriff's Office already has available.

Department's Next Steps (if approved):

Coordinate and schedule 24/7 coverage to monitor images

Impact of NOT Approving/Alternatives:

Try to identify alternative solutions of sorting through thousands of images quickly and accurately.

To BOS Staff: Document Disposition/Follow-Up:

Upon BOS approval, please forward a signed copy to the Sheriff's Office attn. Lt. Curtis Wilkins

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2020/2021

One-time Fixed Costs? (\$\$\$): 105,000

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The software service is an annual subscription. The cost is \$105,000 which will be paid in one payment out of the State of Arizona Border Security and Law Enforcement sub-account, which the Sheriff's Office already has available.

Attachments

Cogniac addendum to 2019/20 agreement



COGNAC CORPORATION

ADDENDUM NO. 2 TO SOFTWARE SERVICE SUBSCRIPTION AGREEMENT

This Addendum No. 2 to Software Service Subscription Agreement (“**Agreement**”) is made as of August 1, 2020 (the “**Effective Date**”), by and between Cogniac Corporation with a principal place of business at 150 Almaden Blvd, Suite 1200, San Jose, CA 95113 (“**Cogniac**”), and Cochise County Sheriff’s Office (“**Customer**”), with a principal place of business at 205 North Judd Drive, Mile Post 345, Highway 80, Bisbee, AZ 85603.

Cogniac and Customer are parties to the Software Service Subscription Agreement dated as of August 1, 2018 (the “**Service Agreement**”). This Addendum is made a part of the Service Agreement, and terms defined in the Service Agreement shall have the same meanings herein.

This Addendum modifies the Fees as defined in Exhibit A of the original agreement.

THE PARTIES HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS ADDENDUM, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES.

The parties have caused this Addendum to be effective as of the Addendum Effective Date set forth above.

Cogniac Corporation	Customer
By: _____	By: _____
Name: Chuck Myers	Name: <u>Thomas E. Borer</u>
Title: CEO _____	Title: <u>Board of Supervisors Chairman</u>
Date: _____	Date: _____

SOFTWARE SERVICES & FEES

2. FEES.

Customer will pay the annual subscription fee of:

\$105,000 per year, for up to 600 motion triggered “BuckEye-style” connected cameras.

Invoice terms are NET30.

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement

Submitted By: Curtis Wilkins, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 2

Submitted for Signature:

NAME Curtis Wilkins
of PRESENTER:

TITLE Lieutenant
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

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

Information

Agenda Item Text:

Approve Arizona Criminal Justice Commission (ACJC) Grant No. DC-21-003 to fund overtime for the Sheriff's Office Special Operations Division in support of narcotics and smuggling investigations, in the amount of \$92,228, effective July 1, 2020 through June 30, 2021.

Background:

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

After approval send the documents electronically to Tom Borer and Christine Roberts for signature via the Docusign email.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: 30743

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2020/2021

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

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

County Match Required? (\$\$\$): 30,743

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

Source of Funding?: RICO

Fiscal Impact & Funding Sources (if known):

The Sheriff's Office has a matching amount of \$30,743 which is paid out of our RICO account.

Attachments

ACJC grant FY 2021



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 1, 2020

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

Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2021 Cycle 34 Award, DC-21-003

Dear Sheriff Mark Dannels:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 34, FY 2021 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven, found on page 3 of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the 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://azcjc.gov/GMS3/Login.aspx>. Activity reporting can be accessed at: <https://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 of Civil Rights, Office of Justice Programs. Link to helpful EEOC 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,

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

Drug, Gang, and Violent Crime Control (DGVCC)

Grant Program

Grant Agreement DocuSign Instructions

Upon receipt of your FY21 Cycle 34 DGVCC Grant Agreement through DocuSign, it is imperative to review the following information outlined in the grant agreement document to ensure that all agency information is correct and that your agency is able to accept and comply with all terms and conditions of the contract. *PLEASE NOTIFY ACJC IF YOUR AGENCY CONTACT(S) DOES NOT RECEIVE A DOCUSIGN EMAIL TO COMPLETE THE EXECUTION OF YOUR GRANT AGREEMENT. THIS MAY DUE TO INTERNAL EMAIL OR FIREWALL SECURITY SETTINGS.*

- ☐ Please make sure to check your "JUNK MAIL" for the DocuSign Email containing the grant agreement to be executed. Designated signatories MUST use the email sent to them directly and not a copied email forwarded from another person/source.
- ☐ Grant Agreement (Please review the entire document and the instructions below)
- ☐ Approved line-item program budget
- ☐ Positions, Supplies, Equipment, Services, etc., approved for funding
- ☐ Report due dates and submission instructions - PLEASE REVIEW CAREFULLY AS THESE INSTRUCTIONS and DOCUMENTS HAVE CHANGED FOR FY21 Cycle 34
- ☐ Special Condition(s) Page
- ☐ Authorized signature page**

**In order to reduce paper use and to save processing time, ACJC has moved to an electronic signature process for grant agreements through DocuSign. Using an electronic signature process will allow for faster execution of grant agreements and, ultimately, getting funding to grant recipients earlier. As a grantee, you are not required to sign-up for the DocuSign service, only to utilize it in executing the DGVCC grant agreement document. Using the DocuSign service will allow ACJC to be more efficient and streamline our grant agreement process.

The process for processing grant agreements through DocuSign is simple:

-The PROJECT OFFICIAL will receive an email from ACJC through the DocuSign system. The PROJECT OFFICIAL can download grant agreement documents (if necessary) to process the Agreement through the usual approval process used by your agency's policy, such as running the Agreement through the chain of command or getting approval from the Board of Supervisors or City Council.**

-Once approved by the board or council, the PROJECT OFFICIAL will go back to the DocuSign link, click on it, and type in the name and email of the Authorized Signatory- (EX: agency head or designee, Board of Supervisor Chair, or Mayor, followed by the Legal Counsel.**)

***Please note these steps/signatures are only necessary if your agency's internal policies requires it in order to accept the conditions of an award or contract. Please provide a written (or emailed) notification to ACJC if one more more signatures listed above is not required by your agency, or if an additional signature of approval/attestation must be added.*

-The document will be electronically routed to those identified by the Project Official for their signatures. Upon all grantee signatures, the document will be sent automatically to the ACJC Executive Director for signature. Once all parties have signed the Agreement, copies will be sent to the Project Official and all signatories. We then have an executed grant agreement and can begin processing finance reports.

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward it to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purpose of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are three (3) lines that must be completed (Non-Profit does not need Legal Council approval).

- A. The first line is the signature of the individual **authorized to make agreements** for your governmental subdivision.
 - 1. For County Offices, the Chairman of the County Board of Supervisors **must** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestment or certification of the signature by the Clerk of the Board, the agency **MUST** notify ACJC to add into DocuSign on the grant agreements the signature page.
 - 2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestment or certification of the signature by the Clerk, the agency **MUST** notify ACJC to add into DocuSign on the grant agreements the signature page.
 - 3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be returned to the Criminal Justice Commission.
 - 4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.
 - 5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the Agreement where indicated.
- B. The line requesting the signature of the **Legal counsel for GRANTEE** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the Agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies- this field is not required.
- C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

Steps to sign a DocuSign document.

DocuSign is an electronic document service that allows parties to an agreement to review a document and apply an e-signature to that document. DocuSign is a safe and secure way to electronically send and sign documents. You do not need the DocuSign service to sign a document. Please check your "JUNK MAIL" to ensure that the DocuSign email was received.

ACJC will send you a DocuSign email containing a link to your document.

Review the DocuSign email:

Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.

Agree to sign electronically:

Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures**.

Important! To view and sign the documents, you must agree to conduct business electronically.

Note: To view additional options, click the **OTHER ACTIONS** button on the right side of the page. Other Actions are options such as Decline to Sign if you want to decline to sign the document or Assign to Someone Else if you are not the appropriate person to sign the document.

Click **CONTINUE** to begin the signing process.

Start the signing process:

Click the **START** tag on the left to begin the signing process. You are taken to the first tag requiring your action.

Click the **SIGN** tag.

If this is the first time you are using DocuSign, You are asked to Adopt Your Signature.

To Adopt your initials and signature:

To adopt your initials and signature, verify that your name and initials are correct. If not, change them as needed.

Click on Choose Change Style to see a variety of signature and initial styles.

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Sign the document:

After reviewing the document you are now ready to sign the document. Click on all of the signature tags to place your initials or signature on the document. If you miss one and try to submit, you will be taken to the tags that still require a signature or initials.

For any red boxes in the document, type in the relevant information, such as your title.

Confirm signing:

When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH**. A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

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After signing the document and clicking the Finish button you will get a message offering to [Sign up for a DocuSign account](#) and save the document in your own account. You do not need to sign up for an account. A DocuSign account allows you to save all documents in an account. Keep in mind that after all parties have signed the document you will receive a pdf copy of the agreement. If you do not desire a DocuSign account just choose No Thanks.

Finish

This completes the process to sign a DocuSign document. If you have any questions, concerns, or problems with the DocuSign e-signature process, please contact your ACJC grant coordinator.

If you have any questions, please feel free to contact Simone Courter at (602) 364-1186 or Ashley Mully at 602-364-1172 or email us at dcadmin@azcjc.gov for clarification.



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

ACJC Grant Number DC-21-003

Grantee Name: Cochise County Sheriff's Office
Grantee's DUNS Number: 1792812820000
Grantee Period of Performance Start and End Date: 07/01/2020 TO 06/30/2021
Amount of Federal Funds Obligated by this Agreement: \$43,040
Total Amount of Federal Funds Obligated to the Grantee: \$43,040
Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 – Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: \$3,610,450
Federal Award Identification Number (FAIN): BJA-2019-15142
Federal Award Date: 09/18/2019

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections 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
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 1st day of June, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE." The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2020 and terminate on June 30, 2021. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

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

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

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

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

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

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with 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 own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment* when the equipment is no longer needed for the grant program.
Link: e-CFR Navigation Aid: <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

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

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

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

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

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

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

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

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

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

A. In accepting this award, the GRANTEE-

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

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

i) it represents that-

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

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

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

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

41. GRANTEE will comply with the audit requirements of *Uniform Guidance (2 CFR 200 subpart F 200.500)* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *Audit Requirements for OJP Awards:*
<https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.
Link: *2 C.F.R Part 200 for OJP Awards:*
<https://ojp.gov/funding/Part200UniformRequirements.htm>
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2019. GRANTEE or sub-grantee at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019 <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

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

"This was supported by Award No. 2019-DJ-BX-0029 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

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

special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

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

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

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

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

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (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.
58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the 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 suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)). .
60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

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

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

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

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

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

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

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

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

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

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

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

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

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

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

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

- (3) "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
 - (4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
 - (5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
 - (6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).
- iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
- c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

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

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

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

- ii) Rules of construction

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

12. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be accessed through the GRANTEE's GMS record and submitted under "Activity Reporting" also in GMS: <https://acjc.azcjc.gov/GMS3/Login.aspx>. Originals must be kept at the GRANTEE'S agency.

a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at <http://azcjc.gov/drug-gang-violent-crime> or in the GRANTEE's GMS grant record accessed through <https://acjc.azcjc.gov/GMS3/Login.aspx>.

a. Benchmark Worksheet can be submitted through <http://acjcreporting.azcjc.gov>

b. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at <http://acjcreporting.azcjc.gov>

Before the COMMISSION may transmit Federal funds from the FY 2019 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

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

<https://bjaojp.gov/sites/g/files/xyckuh186/files/media/document/fy2019localjagceocertification.pdf>

c. DHS and ICE Communications Questionnaire. Form can be found at: <http://azcjc.gov/drug-gang-violent-crime>

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

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

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

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

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

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

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

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

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

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

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

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

a. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.S(a), under which that power may be exercised "anywhere in or outside the United States" - within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

b. Rules of construction

i) For purposes of this condition:

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

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

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

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

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

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

b. Rules of construction

i) For purposes of this condition:

- (1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).
- (2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

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

iii) Applicability

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

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

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

Insurance Requirements Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

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

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such 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: A843D7E11A664F1DBE95072681C00AE8	Status: Sent
Subject: Please DocuSign: FY 2021 Cycle 34 Drug, Gang, and Violent Crime Control Program Grant Agreement	
Source Envelope:	
Document Pages: 29	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Simone Courter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	scurter@azcjc.gov
	IP Address: 75.167.204.63

Record Tracking

Status: Original	Holder: Simone Courter	Location: DocuSign
6/25/2020 5:20:04 PM	scurter@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

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

Curtis Wilkins	Sent: 6/25/2020 5:27:24 PM
cwilkins@cochise.az.gov	Viewed: 6/26/2020 7:11:27 AM
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 6/26/2020 7:11:27 AM	
ID: db506584-8a64-40cf-9f05-bda93cf709d1	
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	6/25/2020 5:27:24 PM
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.

Regular Board of Supervisors Meeting**Court Administration****Meeting Date:** 07/21/2020

Federal Fiscal Year 2020 Access and Visitation Program

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?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:** A.R.S.
§25-351:355;
§25-381:401

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 Federal Fiscal Year 2020 grant funding/reimbursement between the Cochise County Superior Court and the Arizona Department of Economic Security for reimbursable access and visitation activities, in the amount of \$60,074.19, effective October 1, 2019 through September 30, 2020.

Background:

The purpose of this grant funding is to support mediation/conciliation services, development of parenting plans, supervised visitation, counseling, visitation enforcement, and parent education obligations in the Superior Court. The Arizona Department of Economic Security will reimburse 90% of costs incurred. The 10% match is paid from court fees collected from court filings.

Department's Next Steps (if approved):

The Court shall submit monthly Certified Public Expenditures Statements and Access and Visitation expenditure by Service Reports to the Arizona Department of Economic Security for reimbursement requests.

Impact of NOT Approving/Alternatives:

No reimbursement to provide Access and Visitation services.

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

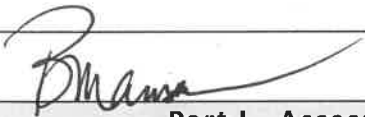
Funding Agreement
Grant Approval Form

Division of Child Support Services'-Contract's Unit
Annual Arizona Grant for Access and Visitation Program Application
For Federal Fiscal Year 2020
Start October 1, 2019 and Ends September 31,2020

Completed By: Brooke Mansour

Name of County: Superior Court of
Arizona in Cochise County

Signature



Title: Director, FCC

Part I - Access and Visitation-Awarded Grant Allocation

This section has been pre-filled by the Contract's Unit, amounts cannot be altered.

1. Access and Visitation Grant amount awarded by the Division of Child Support Services:	\$54,612.90
2. You agree to provide the in-kind 10% matching amount (Line 1 amount x 10%=):	\$5,461.29
3. Total awarded amount for 2020 Access and Visitation Grant, includes county 10%:	\$60,074.19

How is the A&V Grant Awarded to Participating Arizona Counties for Federal Fiscal Year 2020: Participating counties are automatically awarded a \$10,000.00 A&V Base Amount; then an additional amount is awarded based on the number of cases reported during the previous year.

Part II - Access and Visitation-Annual Costs of Allowable Activities

Provide a breakdown of how much funding you will allocate for each A&V service for Federal Fiscal Year 2020

SPECIFY THE ANNUAL COSTS NEEDED TO OPERATE EACH SERVICE

Mediation (Both voluntary and mandatory)	\$25,531.47
Counseling	\$ 9,011.25
Parent Education	\$
Visitation and Enforcement	\$
Development of Parenting Plans and Visitation Guidelines	\$25,531.47
Total A&V Annual Costs (the amount must match "total awarded" listed in line 3 above):	\$60,074.19

Part III - Access and Visitation-Service Description of Offered Activities

Please answer the following questions to provide a clear explanation for each activity you are providing in FFY2020:

MEDIATION (Must focus on AV issues): May be court ordered or voluntary. Is a resource intensive service which typically involves professionals who meet with both parents to resolve parenting disputes and encourage the development of a mutually-agreed upon parenting time-plan. This service must focus on parent-time issues rather than general divorce issues, such as property division, financial asset division, etc.:

- 1. Describe the service you are providing:** Parents of minor children who are divorced, in the process of divorcing or never-married parents who are separating, meet with a mediator to discuss primary residence, legal decision-making, parenting time and other areas that are in the child(ren)'s best interests.
- 2. Describe your goals; what do you intend to achieve and expected outcomes:** The goals of the mediation sessions include increased effectiveness of parental communication and the creation of a proposed parenting plan to ensure time and relationships with both parents (and in some cases, grandparents). Another goal is for non-custodial parents to attain more parenting time as well as increased access to the children via the telephone, computer, and/or in person.
- 3. What is your Application or Referral Process:** Parents either file for mediation or they are ordered by the Court to mediation. The Orders come from the Clerk's office or directly from the Judge.
- 4. Safety and Security Procedures (A&V contractors should make every reasonable effort to assure the safety and welfare of the children and adults during visitation services). Please explain what security policies and protocols you will have in place to assure the safety needs of the individuals using the Mediation services:** In mediation, parents provide safety information on a Pre-Mediation Screening form that is mailed to them with the Notice of Mediation letter. Each parent meets individually with the mediator prior to the session. Parents are asked questions regarding safety, domestic violence, and other aspects to ensure that both feel as safe as possible and provide enough relevant history for the mediation process to be conducted safely. Security personnel are always on site. They screen parents when they arrive. Separate rooms are used for the session as necessary or as requested. Telephonic mediation sessions are also an option for parents.

COUNSELING (Must focus on AV issues): Includes services provided by mental health professionals to assist parents as they address inter-personal conflicts by focusing on the best interest of the child and the importance of shared parenting. This service provides support for families during the process of establishing or re-establishing relationships between a child and an absent parent. Counseling cannot focus on mental health issues, such as alcohol/drug addiction, drug testing, domestic violence, anger management issues or psychological/mental health evaluations; these issues cannot be funded by the AV grant.

- 1. Describe the service you are providing:** Parents of minor children, who need additional assistance in determining parenting time for all parties involved, and to parents of minor children who are interested in co-parenting skills post-divorce.
- 2. Describe your goals; what do you intend to achieve and expected outcomes:** Parents can learn to communicate more effectively about the time spent with each parent and how to maintain the relationship between each parent and the child(ren). Sessions may address how each parent benefits from establishing and/or maintaining relationships with their children, develop skills to better coordinate parenting time, develop problem-solving skills regarding children's issues, and ways to make parenting time more meaningful.
- 3. What is your Application or Referral Process:** Participants can file for conciliation sessions through the Clerk's office or they can be ordered by the Court.
- 4. Safety and Security Procedures (A&V contractors should make every reasonable effort to assure the safety and welfare of the children and adults during visitation services). Please explain what security policies and protocols you will have in place to assure the safety needs of the individuals using the Counseling services:** The same procedures are used as in mediation. Security officers are on-site and can walk participants to their vehicles following sessions. Pre-session screenings are conducted, and separate rooms are available if necessary.

PARENT EDUCATION (Must focus on AV issues): As a curriculum (multi-class or a single class) that promotes the development of healthy co-parenting relationships, understanding the benefits of shared parenting and parenting time agreements, and learning about the court procedures involved in visitation and custody orders. Parenting classes regarding discipline, child development, basic child care, etc., cannot be funded by the AV grant:

1. Describe the service you are providing: Parents are mandated to take a Domestic Relations/Parent Information Program class when divorcing/separating with minor children. The instructor conducts classes twice per month for all participants in the county. There is also a DVD which can be mailed to parents if they cannot attend in person.

2. Describe your goals; what do you intend to achieve and expected outcomes: Parents learn about the dynamics of families experiencing divorce/separation, the impacts on each family member, the process and some procedures that take place. They also learn how they can help their families cope with the event of divorce/separation and the importance of effective parenting for their children. The goal is to increase the number of parents who take the Parenting Education class before mediation.

3. What is your Application or Referral Process: Parents are ordered by the Court via the Notice of Mediation. Parents can register by phone or online for the classes.

4. Safety and Security Procedures (A&V contractors should make every reasonable effort to assure the safety and welfare of the children and adults during visitation services). Please explain what security policies and protocols you will have in place to assure the safety needs of the individuals using the Parent Education services: A security officer is present during registration and class to ensure the safety of all participants. Parents who have experienced domestic violence are not registered for the same class. A DVD is also available.

VISITATION AND ENFORCMENT (Must focus on AV issues): Visitation enforcement includes but is not limited to services designed to monitor parental compliance of a parenting plan agreement and visitation orders and to resolve disputes involving parental non-compliance.

➤ **Monitored/Therapeutic/Supervised Visitation:** Services for non-custodial parents—court-ordered or voluntary—who would otherwise be denied access to their children. These services should focus on trained staff supervising the visitations in a safe setting appropriate to the particular issues experienced by the family. Note: If a program is offering “therapeutic visitation” to parents who have had their children removed by child welfare, the AV grant cannot pay for the cost of the therapist to address such issues as anger management, appropriate discipline techniques, general family therapy and/or other issues identified by social services:

1. Describe the service you are providing: Parents are encouraged to seek professional services to provide monitored/therapeutic/supervised visitation by observing parenting time between the non-residential parent and child(ren).

2. Describe your goals; what do you intend to achieve and expected outcomes: The safety and welfare of the children and parents are helped when a third, neutral party is present. Parents and children can have time together without parental conflict.

3. What is your Application or Referral Process: Parents are encouraged to seek professional services to provide monitored/therapeutic/supervised visitation by observing parenting time between the non-residential parent and child(ren).

4. Safety and Security Procedures (A&V contractors should make every reasonable effort to assure the safety and welfare of the children and adults during visitation services). Please explain what security policies and protocols you will have in place to assure the safety needs of the individuals using the visitation services: Professional parenting coordinators or therapists possess the knowledge of domestic violence, children’s developmental stages, and parental conflict issues. Neutral, public locations are used for parenting time.

- **Neutral Drop-Off/Pick-Up:** Services for high-conflict parents and their children in a neutral environment for the safe exchange of a child from the custodial parent to the non-custodial parent or vice versa. These services are often available through community and faith-based organizations and/or supervised visitation centers. Note: A transporter retrieving a child from a grandparent/legal guardian and taking a child to a supervised visitation with parents is not considered an AV service to the grandparent/legal guardian. It is only an AV service if the conflict between the grandparent/legal guardian and the parent(s) is so high that the visit would not occur without the "Neutral Drop-Off/Pick-Up" service:

- | |
|---|
| 1. Describe the service you are providing: The person who is monitoring parenting time may also be hired to assist with transporting the child or parent, or be present at a public, neutral location when the child is dropped off and picked up. |
| 2. Describe your goals; what do you intend to achieve and expected outcomes: Provide a safe and neutral location for all family members. |
| 3. What is your Application or Referral Process: Same as with supervised parenting time |
| 4. Safety and Security Procedures (A&V contractors should make every reasonable effort to assure the safety and welfare of the children and adults during visitation services). Please explain what security policies and protocols you will have in place to assure the safety needs of the individuals using the visitation services: Same as with supervised parenting time |

- **Visitation Compliance Monitoring:** Services usually court-connected designed to monitor parental compliance of a court order for visitation and/or custody, or parenting plan agreement, and/or to resolve disputes over non-compliance:

- | |
|--|
| 1. Describe the service you are providing: Parents may submit requests to the court to return to mediation in an attempt to resolve non-compliance issues and reformulate the parenting plan if necessary. |
| 2. Describe your goals; what do you intend to achieve and expected outcomes: Same as mediation |
| 3. What is your Application or Referral Process: Same as mediation |
| 4. Safety and Security Procedures (A&V contractors should make every reasonable effort to assure the safety and welfare of the children and adults during visitation services). Please explain what security policies and protocols you will have in place to assure the safety needs of the individuals using the visitation services: Same as mediation |

DEVELOPMENT OF PARENTING PLANS AND VISITATION GUIDELINES (Must focus on AV issues): Involve the participation of both parents to resolve conflict and collaboratively reach parenting agreements. These plans should not focus on other issues that may arise between conflicted parents (financial, property division, etc.)

- | |
|---|
| 1. Describe the service you are providing: A mediator guides the process of parents communicating about the children and trying to reach a mutual, agreeable plan for legal decision-making and time with both parents. |
| 2. Describe your goals; what do you intend to achieve and expected outcomes: A parenting plan which includes primary residence, legal decision-making and reliable consistent access to and parenting time with parents. |
| 3. Application or Referral Process: Same as mediation |
| 4. Safety and Security Procedures (A&V contractors should make every reasonable effort to assure the safety and welfare of the children and adults during visitation services). Please explain what security policies and protocols you will have in place to assure the safety needs of the individuals using this service: Same as mediation |

Part IV - Access and Visitation-Evaluation and Monitoring

In accordance with 45 CFR Part 303 – Standards for Program Operations, the State must monitor, evaluate and report data specific to programs funded under Grants to States for Access and Visitation:

- A. For Federal Fiscal Year 2020, the following shall be submitted monthly to the DCSS Contracts' Unit for processing A&V expenditures; in accordance with; your Intergovernmental Agreement (IGA), Section 10.0, "Reporting Requirements," and Section 11.0, "Payment Requirements:" ...This information shall be submitted by the 15th day of the month following the month services were provided:**
- DCSS' Contracts Unit's "Access and Visitation Expenditure by Service Report" (see attached): This report is required to be completed by the County's A&V Program on a monthly basis.
 - DCSS' Contracts Unit's "Monthly Summary - The Local Service Provider Worksheet" (see attached): This report is required to be completed by the County's A&V Program on a monthly basis.
 - Certified Public Expenditure Statements (validating expenses): When claiming for "personal services," "employee-related expenses," "professional and outside services," etc., please ensure you attach copies of time sheets, receipt of payments for A&V services, travel claims for mileage, etc. so we can properly validate your expenses.
 - A valuation of the source of the 10% match is an ongoing requirement starting in 2019.
- B. For Federal Fiscal Year 2020, Insurance must be submitted to the DCSS Contracts' Unit; in accordance with, your IGA, Section 26.0, Indemnification, and Section 27.2, Insurance Requirements For Any Contractors Used By A Party to the IGA:**
- This applies only to Contractors used by a governmental entity, not to the governmental entity itself. For example; if mediation services aren't a county program, and the county subcontracts with a privatized mediation service, this company must carry insurance coverage as specified in Section 26.0 and Section 27.2 in the IGA. Proof of insurance must be submitted to the Contracts Unit for review and approval. See the attached insurance requirements the Contractor/Sub-contractor shall comply with. The Contractor/Sub-contractor can provide the attachment to their insurance company.

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, INSERT SPECIFIC LANGUAGE HERE; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

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**Court Administration****Meeting Date:** 07/21/2020

FY21 Court Appointed Special Advocate (CASA) Funding Agreement

Submitted By: Rita Shipley, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Rita Shipley**TITLE of PRESENTER:** Budget and Finance Director**Mandated Function?:** Local Mandate or Policy**Source of Mandate or Basis for Support?:** A.R.S. §8-523

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 Appointed Special Advocate (CASA) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$110,005, effective July 1, 2020 through June 30, 2021.

Background:

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

Department's Next Steps (if approved):

Receive AOC funding and administer the program.

Impact of NOT Approving/Alternatives:

No funding for the CASA program.

To BOS Staff: Document Disposition/Follow-Up:

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

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

1:

Fund Transfers

Attachments

Grant Approval Form
Funding Agreement

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.

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

FUNDING AGREEMENT

Fiscal Year 2021

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

1. TERM

This Agreement becomes effective on July 1, 2020, and shall remain in effect through June 30, 2021.

2. MODIFICATION AND TERMINATION

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

3. FUNDING RATIO

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

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

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

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

4. FUND ACCOUNTING

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

5. EXPENDITURES

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

Grantee shall submit quarterly financial statements to the AOC by October 30, 2020, January 30, 2021 and April 30, 2021. A final closing financial statement is due to the AOC by August 31, 2021 and shall include any unexpended funds and interest in accordance with paragraph 4 of this Agreement. An inventory report with serial numbers of all equipment and office furnishings purchased with grant funds is due with the closing financial statement. Please note that the inventory report is due annually, instead of quarterly, and will be submitted with the final report on August 31, 2021.

The schedule for FY20 deliverables is as follows:

Progress Report Due Dates	October 15, 2020
	January 15, 2021
	April 15, 2021
	July 15, 2021
Financial Statement and Inventory Report Due Dates	October 30, 2020
	January 30, 2021
	April 30, 2021
Closing Financial Statement and Inventory Report Dates	August 31, 2021
Reversion, as applicable	September 1, 2021

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

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

6. BOOKS AND RECORDS

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

7. INVENTORY

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

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

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

9. SANCTIONS

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

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

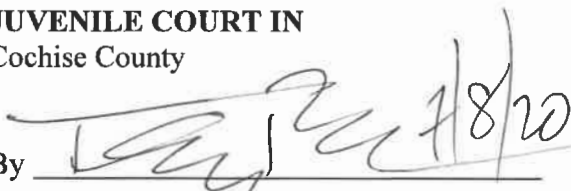
To receive reimbursement while in sanction status, Grantee shall submit a monthly request to the AOC detailing expenses in funding categories as delineated on Addendum A. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction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

10. PERFORMANCE LIABILITY

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

JUVENILE COURT IN
Cochise County

By

 7/8/20

Terry Bannon

Presiding Judge

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE
COURTS

By



Mike Baumstark

Deputy Administrative Director

ADDENDUM A

CASA of Arizona
Juvenile Court in Cochise County for Fiscal Year 2021

Addendum date: 7/1/2020

NOTE: This addendum supersedes all previously dated addenda

TOTAL AMOUNT AWARDED: \$110,005

APPROVED BUDGET		
Category	FTE's	Amount
Personnel—Salaries	2.00	\$ 74,061.00
Personnel—ERE		\$ 23,150.00
Travel		\$ 4,314.00
Operating		\$ 6,480.00
Equipment		\$ 2,000.00
Other		\$ -
TOTAL DISBURSED AMOUNT		\$ 110,005.00

SCHEDULED DISBURSEMENTS				
July 31, 2020	October 30, 2020	March 15, 2021	May 17, 2021	N/A
\$26,401	\$26,401	\$28,601	\$28,602	\$0

APPROVED CARRY OVER BUDGET		
Category	FTE's	Amount
Personnel—Salaries		\$ -
Personnel—ERE		\$ -
Travel		\$ -
Operating		\$ -
Equipment		\$ -
Other		\$ -
TOTAL DISBURSED AMOUNT		\$ -

TOTAL APPROVED BUDGET	\$ 110,005.00
-----------------------	---------------

Signed:

Caroline Lauth-Owens

Digitally signed by Caroline Lauth-Owens

Date: 2020.06.30 14:03:24 -07'00'

Caroline Lauth-Owens, Director

Date

Dependent Children's Services Division—Arizona Supreme Court

Signed:

 7/8/20

Presiding Judge

Date

AOC Finance Office Receipt:

Fund Manager

Date

Regular Board of Supervisors Meeting**Health & Social Services****Meeting Date:** 07/21/2020

Healthy People Healthy Communities

Submitted By: Briggita Hodges, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Document Signatures:** BOS Signature NOT Required**Recommendation:** Approve**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** Suzanne Hagle**TITLE of PRESENTER:** Health Promotion Manager**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 ADHS IGA2020-015, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise County Health Department, in the amount of \$554,079, effective July 1, 2020 through June 30, 2021.

Background:

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS developed a process to align strategies and improve integration of public health prevention programs. Multiple bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines several programs into one shared IGA. This IGA is intended to provide flexibility to best meet the needs of our local communities through high impact strategies. Programs included in this IGA address several health priorities, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, Alzheimer's, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care.

This renewed contract provides for the following:

- Scope of Work
- new evidence-based strategies for Tobacco, HAPI & Chronic Disease
- new price sheet for 07/01/2020 through 06/30/2021

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment would result in the termination of all included Cochise County Health Department contracts to provide the services described above to improve the health of Cochise County residents.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: ☒**Funds Available:** ☒**Amount Available:** 554079.00**Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** **Account Code(s) for Available Funds**

1:

Fund Transfers

Fiscal Year: 20/21

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the amount of \$554,079. The net county subsidy is calculated as follows:

	Tobacco	HAPI/ Chronic Disease	Accred	Teen Pregnancy Prevention
Salaries/EREs	\$ 230,773	\$ 57,600	\$ 50,100	\$ 107,160
A-87 OH at 46.98%	\$ 108,417	\$ 27,060	\$ 23,537	\$ 50,344
Authorized OH at 10% (where applicable)	\$ 23,077	\$ 5,760	\$ -	\$ 10,716
Net County Subsidy	\$ 85,340	\$ 21,300	\$ 23,537	\$ 39,628
Aggregate Net County Subsidy				\$ 169,805

Attachments

IGA Contract
Grant Approval Form
Executive Summary



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. IGA2020-015

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007

Project Title: Healthy People Healthy Communities

Begin Date: July 1, 2020

Geographic Service Area: Cochise County

Termination Date: June 30, 2025

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

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

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Address: _____	FOR CLARIFICATION, CONTACT: Name: _____ Phone: _____ FAX No: _____ E-mail: _____
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	This Contract shall henceforth be referred to as Contract No. <u>IGA2020-015</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 2020 _____ Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: _____ Signature Date Assistant Attorney General:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
IGA2020-015	

- 1. Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Emerging Issues" means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
 - 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
 - 1.12 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.13 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.14 "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.
 - 1.15 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.16 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
 - 1.17 "Must" means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
 - 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
IGA2020-015	

and make written determinations with respect to the Contract.

- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.21 "Scope of Work" means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.25 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
IGA2020-015	

2. Contract Type.

This Contract shall be:

☒ Fixed Price

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

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

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

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

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

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

5. Costs and Payments

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

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5.4. Applicable Taxes.

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

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. Contract Changes

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

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

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

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7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third

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parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

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

9. State's Contractual Remedies

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

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

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

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

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

10. Contract Termination

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

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

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

10.4. *Termination Without Cause.*

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

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

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

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

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

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

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

11. Arbitration

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

12. Communication

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

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

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services

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provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

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

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

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

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which

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is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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

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

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

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1. Background

The vision of the Arizona Department of Health Services (ADHS) is “Health and Wellness for all Arizonans.” In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) created a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies. This is how the original Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) was born.

These goals and strategies were accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, evidence based preventative health strategies were implemented, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.

Implementation of the original IGA was completed in three (3) phases that occurred in the first year of the IGA to accommodate funding cycles. Phase I included Tobacco, Chronic Disease, and the Health in Arizona Policy Initiative (HAPI), and began in July 2015. Phase II included the Public Health and Health Services Block Grant/Accreditation and began in October 2015. Phase III included Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health, and began in January 2016. All three (3) phases were operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

Beginning in July 2020, there will be two (2) separate HPHC IGAs; a fixed price contract and a cost reimbursement contract. This fixed price IGA will also include the Child Fatality Review Program. The programs to be included in this fixed price contract are: Tobacco, Teen Pregnancy Prevention, and Health in Arizona Policy Initiative (HAPI), Public Health Improvement, and the Child Fatality Review Program.

The Child Fatality Review is administered by the Arizona Department of Health Services (ADHS), and utilizes locally developed multi-disciplinary teams throughout the state to conduct a detailed review of the circumstances surrounding childhood deaths. The purpose of the program is to develop and implement data-driven recommendations for reducing preventable childhood deaths.

2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP (2021- 2026) and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs and the Child Fatality Review, while streamlining the administrative functions for the programs that were previously administered separately.

3. Objective

The County Contractor will implement evidence-based strategies and conduct child fatality reviews at the local community level that:

- 3.1 Promote and implement healthy communities’ interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play;
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices;

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- 3.3 Review the circumstances surrounding the deaths of children, from birth through age seventeen (17), occurring in Arizona, to determine the preventability of each death and develop recommendations to reduce preventable childhood deaths; and
- 3.4 Review the deaths of all children who reside in their counties, and also the deaths of all children which occur within their counties, including children who were not residents of Arizona

4. Scope of Service

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties are also expected to conduct multi-disciplinary reviews, of all childhood deaths (under the age of eighteen (18) years old) of residents of the contracted county and of deaths occurring within the contracted county of children who were not residents of Arizona, in accordance with ARS §§ 36-3502 and 36-3503. Counties must comply with policies and procedures established by the ADHS Child Fatality Review Program and approved by the State Child Fatality Review Team. Counties must select from a menu of evidence-based strategies, found in Exhibits A-F that influence individual behaviors, policy, organizational practices, systems, and environments through the following specific program areas:

- 4.1 Exhibit A - Tobacco;
- 4.2 Exhibit B - Health in Arizona Policy Initiative (HAPI);
- 4.3 Exhibit C - Public Health Improvement;
- 4.4 Exhibit D - Teen Pregnancy Prevention;
- 4.5 Exhibit E - Child Fatality Review; and
- 4.6 Exhibit F – Supporting Documentation.

5. Evaluation:

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the Local Health Departments to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the Counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

6. Approvals:

- 6.1 The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;
- 6.2 Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;
- 6.3 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case

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basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;

- 6.4 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.5 Quarterly reports and completed Child Fatality Review data forms shall be submitted to the ADHS Child Fatality Review Program Manager prior to payment;
- 6.6 All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;
- 6.7 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 6.8 All evaluation components that involve human subjects.

7. Tasks

The County Contractor will for the overall IGA:

- 7.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 7.3 Implement the approved strategies;
- 7.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and
- 7.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program Manager. Examples of acceptable supporting documentation can be found in Exhibit F. Further guidance will be provided by ADHS Program Managers, as needed.

The County Contractor will for the Child Fatality Review:

- 7.6 Establish and maintain a team consisting of the following membership in accordance with ARS § 36-3
 - 7.6.1 County medical examiner or designee,
 - 7.6.2 Child Protective Services Administrator or designee,
 - 7.6.3 County Health Department Director or designee,
 - 7.6.4 A domestic violence specialist,
 - 7.6.5 A psychiatrist or psychologist licensed in this state,

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- 7.6.6 A pediatrician certified by the American Board of Pediatrics or a family practice physician certified by the American Board of Family Practice,
- 7.6.7 A person from a local law enforcement agency,
- 7.6.8 A person from a local prosecutor's office, and
- 7.6.9 A parent;
- 7.7 Provide orientation to all members and consultants which include, at a minimum, the following topics:
 - 7.7.1 Instruction regarding confidentiality,
 - 7.7.2 Use of the data forms,
 - 7.7.3 Public access to team information,
 - 7.7.4 Responsibilities and limitations of team membership; Process and goals of fatality review,
 - 7.7.5 The promotion of culturally diverse and competent approaches in case reviews; and Review materials provided by the State Team,
 - 7.7.6 The promotion of culturally diverse and competent approaches in case reviews, and
 - 7.7.7 Review materials provided by the State Team;
- 7.8 Establish procedures for access to the following records related to the circumstances surrounding child fatalities:
 - 7.8.1 Death Certificates,
 - 7.8.2 Birth Certificates,
 - 7.8.3 Law enforcement Reports,
 - 7.8.4 Medical Examiner's Reports,
 - 7.8.5 Medical Records,
 - 7.8.6 Child Protective Services' Reports, and
 - 7.8.7 Other Records as Needed,
 - 7.8.8 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews, and
 - 7.8.9 Prepare quarterly reports to the ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews.
- 7.9 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work;
 - 7.9.1 Complete the standardized data form, approved by the State Child Fatality Review Team, on each review The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility, and must sign the review form prior to submittal to the ADHS Child Fatality Review Program;

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7.9.2 Keep a written log of cases received for review and date of review, and

7.9.3 Participate in Local Team Coordinators meetings at a minimum of once each calendar year.

ADHS will:

7.9.4 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission,

7.9.5 Provide evidence-based strategies and supporting resources,

7.9.6 Provide a Quarterly Reporting Template,

7.9.7 Provide the Annual Action Plan Template,

7.9.8 Provide a Budget Plan and CER Template, and

7.9.9 Collaborate and work with the County to develop a comprehensive Logic Model Template;

7.10 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;

7.10.1 Provide a Financial Guidance Document (if applicable),

7.10.2 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,

7.10.3 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding,

7.10.4 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted,

7.10.5 Provide Child Fatality data forms and instructions, and

7.10.6 Provide the Child Fatality Review Program Policies and Procedures Manual.

8. Requirements:

The County Contractor shall meet the requirements listed below:

8.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;

8.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen **(15) days**. Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen **(15) days**;

8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager for approval;

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- 8.4 Food purchases are allowed within guidelines for federally funded programs. Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>. Contractors shall submit a *Request for Purchase of Food* form to the HPHC IGA Program Manager. Food provided must not exceed the allowable ADHS per diem rates, when provided at an event, or an activity. A speaker/presenter during lunch is required, and the food request should have a strong justification. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>. Note: No food purchases shall be purchased and/or reimbursed until a *Request for Purchase of Food* form has been approved and signed by the ADHS Chief Financial Officer;
- 8.5 Comply with all federal and State reporting requirements;
- 8.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;
- 8.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;
- 8.8 For the County Child Fatality Review Program, the program will maintain, keep on file, and make available upon request to ADHS' Child Fatality Review Program, a current list of members, including the designation of a team Chairperson;
- 8.9 For the County Child Fatality Review Program, the program will maintain an original, signed confidentiality form on each member of the County Child Fatality Review team;
- 8.9.1 For the County Child Fatality Review Program, the program will maintain a secured and locked file cabinet for storage of records; and
- 8.9.2 For the County Child Fatality Review Program, the program will abide by standards and protocols in accordance with the ADHS Child Fatality Review Team and Program Policies and Procedures Manual.

9. Deliverables and Delivery Schedule

The County Contractor shall submit the deliverables listed below to the ADHS IGA Program Manager:

- 9.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit F;
- 9.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 9.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;
- 9.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;

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- 9.5 Notify ADHS IGA Program Manager of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;
- 9.6 Collaborate and participate with ADHS on the development of a logic model;
- 9.7 Submit an Annual Action Plan by August 15th;
- 9.8 Submit an Annual Budget Plan by August 15th;
- 9.9 Submit an Annual Report forty-five (45) days following the end of each Agreement year;
- 9.10 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use;
- 9.11 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.
- 9.12 A complete and accurate Child Fatality Review Form for each death reviewed by the Local Team. Data forms must be submitted by the fifteenth (15th) day of each month, following the month of the fatality review;
- 9.13 All reviews of child fatalities occurring during the prior calendar year these reviews must be completed and data forms submitted by the 30th of June; and
- 9.14 Local Fatality Team Quarterly Reports on or before the thirtieth (30th) day of the month following the quarter. Due dates are as follows: October 30th, January 30th, April 30th, and July 30th. Quarterly reports must contain the Local Teams' membership lists, activities, number of cases reviewed, and obstacles to completion of reviews.

10. Notices, Correspondence, and Reports

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

For Overall Fixed Price IGA:

Healthy People Healthy Communities (HPHC) IGA Program Manager
Bureau of Chronic Disease and Health Promotions
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, AZ 85007
Office: 602-542-8953| Email: Desiree.Fields@azdhs.gov

For Child Fatality Review:

Child Fatality Review Program Manager
Bureau of Women's and Children's Health
150 N 18th Avenue, Suite 320
Phoenix, AZ 85007
Office: (602) 364-4683| Jessica.Perfette@azdhs.gov
Facsimile: (602) 364-3194

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

Cochise County

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Attn: Barbara Reeves
1415 Melody Lane BLDG A
Bisbee, AZ 85603
Phone: 520-432-9412
Office: breeves@COCHISE.AZ.GOV

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**COCHISE – IGA2020-015
JULY 1, 2020 - JUNE 30, 2021**

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan –Tobacco Prop 200 = \$15,391.50; Chronic Disease Prop 303 = \$301.70; WIC Lottery = \$7,700.00; Teen Pregnancy = \$27,283.00	EA	1	\$50,676.20	\$50,676.20

TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$73,121.25	\$292,485.00

HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, and Community-Clinical Linkages) (Funding <u>Per Quarter</u> includes: Chronic Disease Prop 303 = \$3,957.20; WIC Lottery = \$8,075	QTR	4	\$12,032.20	\$48,128.80

PUBLIC HEALTH IMPROVEMENT

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for ACCREDITATION, Quality Improvement Projects, Workforce	QTR	4	\$13,414.25	\$53,657.00

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Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)				
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TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$27,283.00	\$109,132.00

TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
GRAND TOTAL				\$554,079.00

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Evidence-Based Strategies for Tobacco

The Office of Tobacco Prevention and Cessation (“Office of Tobacco”) within the Bureau of Chronic Disease and Health Promotions (“BCDHP”) at Arizona Department of Health Services (ADHS) has historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify **three** (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three populations identified above or with other populations which may be identified based on county-level data. Counties will provide the selected population groups with targeted evidence-based programs and activities for two components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties will participate in three ADHS-led work groups that will explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties will also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that will require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General’s Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.

The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on “programs for the prevention and reduction of tobacco use.” Arizona Revised Statute (A.R.S. § 36-772) authorizes four types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco

- 1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;
 - 1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required),
 - 1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement;
 - 1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts; and
 - 1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth
 - 1.1.1.4 Collaborate with schools in their counties by:

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1.1.1.4.1.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, and

1.1.1.4.1.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth.

1.2.1 Counties will identify and eliminate tobacco-related disparities among **two** additional population groups:

1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court;

1.2.1.2 People of low socioeconomic status;

1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders); and/or

1.2.1.4 Other priority population not listed and pre-approved by ADHS. Counties will submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection,

1.2.2 Engage communities, partners, and community-based organizations to strengthen capacity. Counties will identify and select community partners that may include:

1.2.2.1 Employers; and

1.2.2.2 Healthcare systems, including:

1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-Alikes;

1.2.2.2.2 Hospitals;

1.2.2.2.3 Community clinics;

1.2.2.2.4 Private practices;

1.2.2.2.5 Behavioral Health Clinics; and/or

1.2.2.2.6 Substance Abuse Centers

1.3 Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:

1.3.1 Youth,

1.3.2 Secondhand Smoke, and

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- 1.3.3 Emerging Issues;
- 1.4 **Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**
 - 1.4.1 1:1 Calls,
 - 1.4.2 Group monthly conference calls,
 - 1.4.3 Annual HPHC IGA Summit, and
 - 1.4.4 In-person semi-annual statewide partner meetings, to occur:
 - 1.4.4.1 Spring (March/April); and
 - 1.4.4.2 Fall (September/October);
- 1.5 **Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**
 - 1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT B EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE
IGA2020-015	

EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. In April 2012, ADHS established contracts with 13 of the 15 local health departments (Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma). HAPI originally utilized funding from three separate sources: Proposition 303 Tobacco Tax; Women's, Infants and Children's (WIC) Health Lottery Revenue, and HRSA Title V Maternal & Child Health Block Grant. The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

- 1) The four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per [ARS 36-770](#) (Proposition 303 Tobacco Tax), and
- 2) WIC participants and their families per [WIC Health Lottery Revenue](#).

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

2. Strategic Area: Health in Arizona Policy Initiative (HAPI)

2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)

- 2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and
- 2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.2 Community Engagement

- 2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,
- 2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,
- 2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT B EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE
IGA2020-015	

2.3 Systems Change

- 2.3.1 Assess and identify gaps in addressing “Little p” system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.3.2 Develop and implement an action plan that addresses the gaps in addressing “Little p” systems changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.4 Emerging Issues

- 2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.5 Workforce Capacity Building/Professional Development

- 2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks; and

2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches

- 2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-015	EXHIBIT C EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH IMPROVEMENT

EVIDENCE-BASED STRATEGIES FOR Public Health Improvement

The purpose of the Public Health Improvement funding is to ensure a strong, inclusive, and connected state and local government public health system in Arizona. By supporting county health departments and their directors in the practice of public health, they can effectively perform essential public health services and meet [Public Health Accreditation Board](#) (PHAB) and their performance standards. The county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have identified funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.

The County Contractor must one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

3. Strategic Area: Public Health Improvement

3.1 Seeking PHAB Accreditation or Reaccreditation

- 3.1.1 Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation, and
- 3.1.2 Implement activities, training, and tools for the Local Health Department (LHD) to achieve PHAB reaccreditation sustainability;

3.2 Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management

- 3.2.1 Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives,
- 3.2.2 Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions, and
- 3.2.3 Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;

3.3 Maintain a Competent Workforce

- 3.3.1 Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives,
- 3.3.2 Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development, and
- 3.3.3 Conduct activities to support the larger public health workforce of the community;

3.4 Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community

- 3.4.2 Conduct collaborative activities with the community to develop, enhance, and disseminate the

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT C EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH IMPROVEMENT
IGA2020-015	

community health assessment;

3.5 **Develop Policies and Plans**

- 3.5.2 Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan,
- 3.5.3 Conduct activities to track and implement goals set in the county health improvement plan,
- 3.5.4 Complete activities to develop, implement, and maintain a strategic plan, and
- 3.5.5 Complete activities to develop, implement, and maintain an all hazards emergency operations plan;

3.6 **Other Activities**

Health Equity

- 3.6.1 Develop and implement strategies that address health inequity and cultural competence,

Administrative and Management Capacity

- 3.6.2 Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues, and

Emerging Issues

- 3.6.3 Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS).

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT D EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION
IGA2020-015	

EVIDENCE-BASED STRATEGIES FOR Teen Pregnancy Prevention

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.

The County Contractor must one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

4. Strategic Area: Teen Pregnancy Prevention

- 4.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.
 - 4.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of four (4) Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age,
 - 4.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual, and
 - 4.1.3 Program tasks include but are not limited to:
 - 4.1.3.1 Delivery of curriculum in a variety of settings – in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.;
 - 4.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections;
 - 4.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation;
 - 4.1.3.4 Maintaining up-to-date attendance records;
 - 4.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT D EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION
IGA2020-015	

ADHS;

- 4.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage;
- 4.1.3.7 Completion of fidelity monitoring logs following each session delivered;
- 4.1.3.8 Submitting monthly unduplicated counts of youth served;
- 4.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received;
- 4.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.; and/or
- 4.1.3.11 Navigating the TPP SharePoint portal for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT E EVIDENCE-BASED STRATEGIES FOR CHILD FATALITY REVIEW
IGA2020-015	

EVIDENCE-BASED STRATEGIES FOR Child Fatality Review

The mission of the Child Fatality Review is to reduce preventable child fatalities in Arizona through a systematic, multi-disciplinary, multi-agency, and multi-modality review process. Prevention strategies, interdisciplinary training, community-based education, and data-driven recommendations are derived from this report to aid legislation and public policy.

Local Child Fatality Review Teams review the circumstances surrounding the deaths of children, birth through seventeen years of age, occurring within the State of Arizona.

The County Contractor must one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

5. Strategic Area: Child Fatality Review Program

- 5.1 Conduct multi-disciplinary reviews, in accordance with A.R.S. § 36-342, 36-3501-4, of all child deaths (ages 0-17 years old) of residents of the listed county, and of deaths occurring within the listed county who were not residents of Arizona.
- 5.2 Comply with policies and procedures established by the ADHS CFRP and approved by the State Child Fatality Review Team. Program task include, but are not limited to:
 - 5.2.1 Establish and maintain a team consisting of the following membership in accordance with ARS 36-3502;
 - 5.2.2 Provide orientation to all members and consultants which include topics that are outlined in Exhibit X of the contract;
 - 5.2.3 Establish procedures for access records related to the circumstances surrounding child fatalities as outlined in Exhibit X of the contract;
 - 5.2.4 Establish procedures to track fatalities requiring review by the Local Team and completion of reviews;
 - 5.2.5 Prepare Quarterly reports to ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews;
 - 5.2.6 Convene team meetings, at a frequency sufficient to review all fatalities with the identified scope of work;
 - 5.2.7 Complete the standard data form, approved by the State Child Fatality Team, on each review. The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility and must sign the review form prior to submittal to ADHS Child Fatality Review Program;
 - 5.2.8 Keep a written log of cases received for review and date of review;
 - 5.2.9 Participate in Local Team Coordinators meetings at a minimum of once each calendar year; and/or
 - 5.2.10 Implement all other requirements outlined in Exhibit X of the contract

Requests for supporting documentation are expected to be on a semi-annual basis, but dependent on the county's ability to provide sufficient documentation. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request.

Required Documentation: For each program of the IGA, provide documentation of evidence of work performed. **Approved** examples are below by program:

1. Tobacco

1.1 Tobacco Cessation

1.1.1 Quarterly data on the number of ASHLine referrals from partners within their communities

1.2 Tobacco Prevention

1.2.1 Meeting sign-in sheets from STAND coalition activities or community events: including the number of community members reached,

1.2.2 Evaluation results from parent, teacher, provider, and/or youth education events, and

1.2.3 Data or outcome measurements from programs implemented at the local level (i.e. ASPIRE - number of youths completing training and any evaluation related data).

1.3 Emerging Issues

1.3.1 Evaluation results from vape special projects (i.e. Task Force, key informant interviews, focus groups documentation).

2. Health in Arizona Policy Initiative (HAPI)

2.1 The sign-in sheet for the trainings or wellness activities that occurred;

2.2 Event flyers; meeting/training agendas and/or sign-in sheets;

2.3 Invoices/Payments for paying the HAWP Trainer for HAWP 101;

2.4 Certificate of completion or sign in sheet (or agenda, if a sign in sheet is not available) for CLAS Standards training - <https://thinkculturalhealth.hhs.gov/clas>;

2.5 Become a member of CoverAZ Coalition - deliverable documentation could include sign-in sheet or other proof of membership;

2.6 Final Reports (i.e. focus group results);

2.7 Photographs (i.e. proof of water station installation);

2.8 Pre and post survey results for participants of Self-Management Programs;

2.9 Attendance/participation sheet for chronic disease self-management programs;

IGA2020-015	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT F Supporting Documentation
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- 2.10 Materials/strategy plan used for public awareness campaign;
- 2.11 Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- 2.12 Staff training certificates;
- 2.13 Partner list or partner meeting agendas;
- 2.14 Completed Assessments; and
- 2.15 Developed Action Plans for implementation.

3. Public Health Improvement

- 3.1 Quality Improvement or Performance Management Training
 - 3.1.1 Sign-in sheets and training materials (slide deck, resources),
- 3.2 Quality Improvement Project Completion
 - 3.2.1 Storyboard of project work,
- 3.3 Strategic Planning Development
 - 3.3.1 Documentation of in-person sessions resources/slides used and sign-in sheets, the outcome of planning (action plan), and
- 3.4 Establishment of Performance Management system
 - 3.4.1 Artifacts of system integration (tracking of visual management, metric review)

4. Teen Pregnancy Prevention

- 4.1 Participation in training and conferences: Certificates of Completion;
- 4.2 Parent nights/health fairs: Flier signed by authorized representative of event; and
- 4.3 Instead of submitting attendance records as proof of services performed, counties will submit the TPP Verification of Curriculum Delivery Form (see below). The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum document to verify the classes provided are reflective of the narrative in the quarterly reports.

Teen Pregnancy Prevention Program

Verification of Curriculum Delivery

I, _____ verify that Health Educators have conducted
(County Teen Pregnancy Prevention Program Manager)

delivery of Teen Pregnancy Prevention curriculum delivery during _____ in the
(Month)

following schools/organizations:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Required deliverables such as fidelity monitoring reports and Wyman Teen Outreach Program attendance & CSL hours, if applicable, have also been submitted; attendance records and ADHS TPP active parental consent forms have been collected, recorded, and are on file.

(Program Manager Signature)

(County)

5. Child Fatality Review

5.1 A sign in sheet and agenda for all review meetings

IGA2020-015	INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT A Boycott of Israel
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Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- ☐ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- ☐ Exempt Solicitation, Contract, or Contractor.

Indicate which of the following statements applies to this Contract:

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;

IGA2020-015	INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT A Boycott of Israel
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- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

_____ Company Name		
_____ Address		
_____ City	_____ State	_____ Zip

_____ Signature of Person Authorized to Sign
_____ Printed Name
_____ Title

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.

Executive Summary Form

Agenda Number: 5353_ (Integrated IGA)

Recommendation:

Approve ADHS IGA2020-015, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise County Health Department, for the period of 07/01/2020 to 6/30/2021 in the amount of \$554,079.

Background (Brief):

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS developed a process to align strategies and improve integration of public health prevention programs. Multiple bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines several programs into one shared IGA. This IGA is intended to provide flexibility to best meet the needs of our local communities through high impact strategies. Programs included in this IGA address several health priorities, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, Alzheimer's, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care.

This renewed contract provides for the following:

- Scope of Work
- new evidence-based strategies for Tobacco, HAPI & Chronic Disease
- new price sheet for 07/01/2020 through 06/30/2021

Fiscal Impact & Funding Sources:

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the amount of \$554,079. The net county subsidy is calculated as follows:

	Tobacco		HAPI/ Chronic Disease		Accred	Teen Pregnancy Prevention	
Salaries/EREs	\$	230,773	\$	57,600	\$ 50,100	\$	107,160
A-87 OH at 46.98%	\$	108,417	\$	27,060	\$ 23,537	\$	50,344
Authorized OH at 10% (where applicable)	\$	23,077	\$	5,760	\$ -	\$	10,716
Net County Subsidy	\$	85,340	\$	21,300	\$ 23,537	\$	39,628
Aggregate Net County Subsidy						\$	169,805

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

Impact of Not Approving:

Not approving this amendment would result in the termination of all included Cochise County Health Department contracts to provide the services described above to improve the health of Cochise County residents.

Action 20.
Housing Authority

Regular Board of Supervisors Meeting

Meeting Date: 07/21/2020

Approve Grant # AZ-H2001W033 and ratify other HUD Forms

Submitted By: Anita Baca, Housing Authority

Department: Housing Authority

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 1
Submitted for Signature:

NAME Anita Baca
of PRESENTER:

TITLE Housing Director
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 Grant #AZ-H2001W033 for the Housing Authority of Cochise County HOPWA CARES Act Program, in the amount of \$68,198, effective July 2020 to June 2023; and ratify HUD Forms SF424 and SF424D dated May 29, 2020 submitted for the grant application.

Background:

This is a supplemental grant to the existing Housing Opportunities for Persons With AIDS (HOPWA) administered by the Housing Authority of Cochise County (HACC). The funds are a one-time award for HOPWA-eligible households impacted by COVID-19 and may be used for Short term rent, mortgage, and utility assistance payments to prevent homelessness for a period of up to 24 months. Funds may be used to provide relocation services for eligible persons or their household members not living with HIV/AIDS. HACC receives household referrals from the Southern Arizona AIDS Foundation (SAAF).

Department's Next Steps (if approved):

If approved, the Housing Authority of Cochise County will immediately begin offering the services to HOPWA-eligible households who have been impacted by COVID-19.

Impact of NOT Approving/Alternatives:

If not approved, the Office of HUD HOPWA will not award the additional funding of \$68,198.00 to assist HOPWA-eligible households who have been impacted by COVID-19.

To BOS Staff: Document Disposition/Follow-Up:

Once Chairman Borer has signed boxes 13, 14, and 15 of the grant agreement, please send the original via interdepartmental mail to the attention of:

Anita Baca
Housing Director

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☒

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: N/A

Fund Transfers

Fiscal Year: 2020-2023

One-time Fixed Costs? (\$\$\$): 68,198.00

Ongoing Costs? (\$\$\$): N/A

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

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

Source of Funding?: HUD

Fiscal Impact & Funding Sources (if known):

Attachments

AZ-H2001W033 Grant Award

HOPWA CARES Act Letter

HUD Forms SF424 & 424D

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program CFDA Number 14.241	U.S. Department of Housing and Urban Development Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Cochise County 1415 Melody Lane Building A Bisbee, AZ 85603	2. Grant Number: AZ-H2001W033
	3. Tax Identification Number: 866000398
	4. Unique Entity Identifier: 020126041
5. Applicable Renewal Notice: N/A	6. Grant Amount: \$68,198
7. Period of Performance Start Date (date listed in box 15) (mm/dd/yyyy)	8. Period of Performance End Date (36 months after the date in box 15)
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached	

- I. This Agreement between the U.S. Department of Housing and Urban Development (“HUD”) and the above named Grantee is made pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. 12901-12912) and the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) (P.L. 116-136, enacted March 27, 2020).
- II. The Grantee’s submissions for assistance under the Housing Opportunities for Persons With AIDS Program (“HOPWA”) as modified by the CARES Act, the HOPWA regulations at 24 CFR part 574 (as now in effect and as may be amended from time to time), HUD’s CARES Act implementation notices and guidance (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions, constitute part of the Agreement.
- III. Subject to the provisions of this Agreement, HUD will make funds available to the Grantee upon execution of this Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance; provided that the costs are otherwise allowable and were used to prevent, prepare for, and respond to coronavirus.
- IV. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.
- V. The Grantee must complete the attached “Indirect Cost Rate Schedule” and return it to HUD with this Agreement. The Grantee must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VI. The Grantee must notify HUD in writing and receive HUD approval for any significant amendments to the Grantee’s program, in accordance with the Notice as specified above.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain all terms and conditions required by 2 CFR 200.331(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1)-(4).
- VIII. The Grantee must draw down Grant Funds no less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.

- IX. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (“IDIS”) or its successor.
- X. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System (“HMIS”) to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person’s case management, treatment, and care in line with their signed release of information.
- XI. If the amount in box 6 above exceeds \$500,000, the Grantee must comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XII. The Grantee must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due to HUD within 90 days of the end of each 12-month operating period until all Grant Funds are expended.
- XIII. The Grantee must use Grant Funds on HOPWA-eligible activities but is not required to use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs.
- XIV. The Grantee must commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).
- XV. The Grantee assumes the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. This Article does not apply to a Grantee that is a nonprofit organization.
- XVI. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees within 12 months of the execution of this Grant Agreement.
- XVII. The Grantee must update client eligibility records no less than annually.
- XVIII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.
- XIX. A default shall occur when the Grantee fails to comply with the provisions of this Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XX. Grant funds are subject to the following CARES Act modifications to the HOPWA program:
- The Grantee may use up to six (6) percent of Grant Funds for administrative purposes.
 - Project Sponsors may use up to ten (10) percent of its subaward for administrative purposes.
 - Short term rent, mortgage, and utility assistance payments to prevent homelessness may be provided for a period of up to 24 months.
 - Funds may be used to provide relocation services for eligible persons or their household members not living with HIV/AIDS.
 - Funds are one-time awards and will not be renewed.
- XXI. The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442).

10. For HUD (Name and Title of Authorized Official) Kimberly Y. Nash, Director, CPD	11. Signature X	12. Date (mm/dd/yyyy) (“Federal Award Date”)
13. For the Grantee (Name and Title of Authorized Official)	14. Signature X	15. Date (mm/dd/yyyy)

Indirect Cost Rate Schedule

(To be added as attachment to HOPWA Grant Agreement)

The Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Grant Agreement that is returned to HUD. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Grantee shall be incorporated into and made a part of the Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

INDIRECT COST RATE SCHEDULE

Grantee agency/department	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: The Grantee must identify each agency or department of the Grantee that will carry out activities under the Grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for Project Sponsors.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix VII to Part 200.

**U.S. Department of Housing and Urban Development**

San Francisco Regional Office – Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430
www.hud.gov
espanol.hud.gov

June 25, 2020

Ms. Anita Baca
Executive Director
Housing Authority of Cochise County
1415 Melody Lane
Bisbee, AZ 85603-3037

Dear Ms. Baca:

SUBJECT: HOPWA-C CARES Act Award Transmittal
Grantee Name: Housing Authority of Cochise County
Grant Humber: AZ-H2001W033

The San Francisco Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through the U. S. Department of Housing and Urban Development programs. A Grant Agreement is enclosed for a HOPWA supplemental program award.

You are reminded that you, as grantee, are responsible for ensuring that grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement.

CARES Act Provisions

This CARES Act award follows the existing regulations for the HOPWA program, with additional flexibilities and suspensions that have been provided to date by HUD, including those that are outlined in the applicable HOPWA program Notice titled “Coronavirus Aid, Relief, and Economic Security Act Implementation Instructions and Related Flexibilities for the Housing Opportunities for Persons With AIDS Program.” The Notice is published in the Federal Register and is accessible to grantees for use in administering their program at https://www.hud.gov/program_offices/comm_planning/hopwa_covid-19.

A summary of the current waivers and flexibilities available for both CARES Act and standard HOPWA grant funding is in the chart below:

Important Waiver and Guidance Chart

Flexibilities for HOPWA CARES Act Grants Only	Waivers for All HOPWA Grants	Other Guidance
• Competitive grantees not restricted to permanent supportive housing • STRMU extended to 24 months • Self-isolation costs • Relocation hotel/motel/other • Admin caps 6% (grantee) and 10% (sub)	• Waivers of: - o Source documentation of income and HIV status - o FMR rent standard - o Property standards for TBRA • Space and security requirements	• HOPWA Program Funds for Infectious Disease Preparedness and Response Resource (March 19, 2020)

Flexibilities for HOPWA CARES Act Grants Only	Waivers for All HOPWA Grants	Other Guidance
• CARES Act Supplemental Award Information for HOPWA Grantees (HUD, April 7, 2020) • Coronavirus Aid, Relief, and Economic Security Act Implementation Instructions and Related Flexibilities for the Housing Opportunities for Persons With AIDS Program Notice		

Administrative Guidelines

Taking into consideration varying degrees of access to regular office operations, electronic signatures and email transmission are approved for the following:

- Grant agreements
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

To establish a Line of Credit for the supplement CARES Act funds, it will be necessary for your agency to sign, execute and return the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

Please execute the enclosed HOPWA-C-CV Grant Agreement by signing electronically and return by email to this office to Kimberly Y. Nash, Director, Community Planning and Development, at Kimberly.Y.Nash@hud.gov, with a copy to SFCCPDMail@hud.gov.

HUD appreciates your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact please Eric Christensen, Community Planning and Development Representative, at 415-489-6589, or Eric.F.Christensen@hud.gov.

Sincerely,

Kimberly Y. Nash
Director
Community Planning and
Development Division

Enclosures

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman, Cochise County Board of Supervisors
APPLICANT ORGANIZATION Cochise County	DATE SUBMITTED 05/29/2020

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

06/01/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

N/A

5b. Federal Award Identifier:

N/A

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Cochise County Government

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

86-6000398

*** c. Organizational DUNS:**

0201260410000

d. Address:

*** Street1:**

1415 Melody Lane

Street2:

*** City:**

Bisbee

County/Parish:

*** State:**

AZ: Arizona

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

85603-3037

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Anita

Middle Name:

M.

*** Last Name:**

Baca

Suffix:

Title: Executive Director

Organizational Affiliation:

Housing Authority of Cochise County

*** Telephone Number:** 520-432-8883

Fax Number: 520-432-8890

*** Email:** abaca@cochise.az.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.241

CFDA Title:

Housing Opportunities for Persons With AIDS

* 12. Funding Opportunity Number:

CPD-20-05

* Title:

CARES Act Implementation Instructions and Related Flexibilities for the HOPWA Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected by Project.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Housing Authority of Cochise County HOPWA Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

8

* b. Program/Project

8

Attach an additional list of Program/Project Congressional Districts if needed.

Areas Affected by Project.pdf

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2020

* b. End Date:

06/30/2023

18. Estimated Funding (\$):

* a. Federal

68,198.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

68,198.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Thomas

Middle Name:

E.

* Last Name:

Borer

Suffix:

* Title:

Chairman, Cochise County Board of Supervisors

* Telephone Number:

520-432-9200

Fax Number:

520-432-8890

* Email:

tborer@cochise.az.gov

* Signature of Authorized Representative:



* Date Signed:

05/29/2020