

**OFFICE OF THE
BOARD OF SUPERVISORS**
198 S. Main Street
Yuma, Arizona 85364

IAN McGAUGHEY
COUNTY ADMINISTRATOR
CLERK OF THE BOARD



MARTIN PORCHAS
DISTRICT 1
JONATHAN W. LINES
DISTRICT 2
DARREN R. SIMMONS
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
LYNNE PANCRAZI
DISTRICT 5

MEETING NOTICE AND AGENDA

Pursuant to Arizona Revised Statutes § 38-431, et seq.
and amendments thereto,

A REGULAR SESSION of the
YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS

Will be held on

JULY 17, 2023 -- 9:00 A.M.

198 South Main Street, Yuma, Arizona

Board members will attend either in person, by telephone,
or remotely via electronic conferencing.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC:

•Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date. Public comments may be made in person or submitted by email at:

publiccomment@yumacountyaz.gov The email forms of public comment will be accepted until 8:00 a.m. the morning of the meeting. All public comments will be read aloud during the Yuma County Board of Supervisors meeting that starts at 9:00 a.m.

PRESENTATIONS, PROCLAMATIONS & APPOINTMENTS: Note: During this segment of the agenda, board members may discuss the presentations and proclamations, and may announce appointments to the Yuma County Planning and Zoning Commission and the Yuma County Board of Adjustment. No legal actions will be taken.

1. Chairman proclaims July 16-22, 2023 as "Pretrial, Probation and Parole Supervision Week" in Yuma County.
2. *County Administration:* Update by Buna George, Executive Director, on Greater Yuma Port Authority activities.

3. **County Administration:** Update by Broadband Program Manager Phillip Way regarding the Yuma County Middle Mile Broadband Project.
4. Presentation of "*The County Line*" by Yuma 77, the Yuma County Government Channel.

CONSENT CALENDAR: The following items listed under the Consent Agenda will be considered as a group and acted upon by one motion with no separate discussion, unless a Board Member so requests. In that event, the item will be removed from the Consent Calendar for separate discussion and action.

1. **Assessor:** Approve Tax Roll Corrections as listed in batch dated July 17, 2023, pursuant to A.R.S. Title 42, Chapter 16, Article VI. *(A full listing of all corrections is in the agenda packet on the web at: <https://www.yumacountyaz.gov/government/board-of-supervisors/meetings>.)*
2. **Financial Services:** Approve the Accounts Payable Demands disbursed in the amount of \$5,983,692.60 and Payroll in the amount of \$1,967,172.38 during the period of June 14, 2023 through June 23, 2023. *(A detailed listing of Accounts Payable Demands is available for review from the agenda packet on the web at: <https://www.yumacountyaz.gov/government/board-of-supervisors/meetings>.) (Payroll data is available via a Request For Public Records submitted to the Office of the Yuma County Clerk of the Board of Supervisors. Request form is available on the web at: <https://www.yumacountyaz.gov/government/county-administrator>.)*
3. **Financial Services:** Adopt Resolution No. 2023-25, appointing Yuma County Chief Financial Officer, Mr. Gilberto Villegas, Jr. as the official designee for the purposes of submitting the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2024 to the Arizona Auditor General as required by the Arizona Revised Statute 41-1279.07 (E).
4. **Financial Services:** Adopt Resolution No. 2023-27, updating the Yuma County Public Safety Personnel Retirement System (PSPRS) and Corrections Officers Retirement Plan (CORP) Pension Funding Policy, as required by Arizona Revised Statute 38-863.01.
5. **Clerk of the Board:** Approve the minutes for the July 3, 2023 Regular Session.
6. **County Administration:** Authorize the County Administrator to sign Intergovernmental Agreement No. IGA-ARPA-YUMA-123022-01 between the State of Arizona, Office of the Governor and Yuma County, to accept \$6 Million award for the Agriculture Area Broadband, subject to legal review.
7. **County Administration/Construction Management:** Authorize the disbursement of an additional \$234,300 in grant funding from the State of Arizona Department of Emergency and Military Affairs (AZDEMA) to the Yuma County Fair, Inc., for a total disbursement of \$4,934,300, for fairgrounds relocation site improvements.

8. *Human Resources:* **a)** Approve the Segal Benefits Consultant third-year renewal contract for the Yuma County Employee Benefit Trust (YCEBT) effective August 15, 2023 in the amount of \$71,000, with pricing pursuant to the price form, and; **b)** Authorize the Human Resources Director to sign all necessary documents relating to the third year renewal letter.
9. *Engineering:* **a)** Authorize the Chairman to sign an Intergovernmental Agreement with the State of Arizona/Arizona Department of Transportation covering the financing of the Highway 95 from County 22nd Street to County 11th Street Pavement Rehabilitation Project, and; **b)** Establish and assign CIP No. 1.2409 to the project.
10. *Engineering/Flood Control District:* Authorize the Board of Directors of the Yuma County Flood Control District to sign a letter of support for the City of Yuma's application for a Building Resilient Infrastructure Communities (BRIC) Discretionary Grant for improvements to the storm water infrastructure in the Hacienda Estates Subdivision.
11. *Engineering:* Approve the sale of a 12'x12' corner clip of Parcel No. 633-49-900 to the City of Yuma and authorize the County Engineer to sign the documents transferring the property, subject to legal review.
12. *Housing:* Reappoint Virginia Garcia to the Yuma County Housing Board for a term that will sunset on July 1, 2024.
13. *Public Health Services District:* Authorize the District Director to sign all necessary documents relating to the Workforce Development Intergovernmental Agreement (IGA) CTR064810, between the Arizona Department of Health Services and Yuma County Public Health Services District effective December 1, 2022 through November 30, 2027.
14. *ARIZONA@WORK:* The Yuma County Workforce Development Board, operated by ARIZONA@WORK, requests that the Yuma County Board of Supervisors to approve the Revised Yuma County Workforce Development Board By-Laws.
15. *ARIZONA@WORK:* The Yuma County Workforce Development Board, operated by ARIZONA@WORK, requests the Yuma County Board of Supervisors to approve the Revised Yuma County Shared Governance Agreement between the Yuma County Board of Supervisors and the Yuma County Local Workforce Development Board.
16. *Sheriff's Office:* **a)** Approve and authorize the Sheriff and the County Administrator to sign the Intergovernmental Agreement with the Somerton School District for a full-time School Resource Officer (SRO) effective the 1st day of July, 2023 through June 30, 2026, and; **b)** Adopt Position Amendment Resolution No. 24-01, authorizing 1.0 Deputy Sheriff position for the School Resource Officer. This position will be funded by reimbursement through the Department of Education School Safety Program Grant, awarded to the Somerton School District and General Fund salary savings, if needed (FY2023/24).

DISCUSSION AND ACTION ITEMS: The Board will open each of the following items separately for discussion and action, as appropriate.

1. *Financial Services:* Hear presentation from the Arizona Auditor General Office and Fester Chapman CPAs, contracted auditors, for the fiscal year ended June 30, 2022 audit results, as required by the Arizona Revised Statute §11-661(D), *Posting of financial statements; budget; accepting audits results.*
2. *County Administration:* Discussion and possible action regarding the adoption of 2024 State legislative proposals to be submitted by Yuma County for consideration at the annual County Supervisors Association (CSA) Legislative Summit to be held October 11, 2023 through October 13, 2023.

DISCUSSION REGARDING LEGISLATIVE ISSUES:

1. *County Administration:* Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

EVENTS CALENDAR/CURRENT EVENTS:

1. Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

Action to adjourn.

The Board may vote to hold an Executive Session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda, pursuant to Arizona Revised Statute §38-431.03(A)(3).

Persons with disabilities may request reasonable accommodations by contacting Robyn Stallworth Pouquette, Risk Management Specialist at 928.373.1137 or by email at robyn.pouquette@yumacountyaz.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

I hereby certify that this Meeting Notice and Agenda were posted within the 24-hour advance notice, in compliance with the Arizona Open Meeting Law.

ATTEST:

IAN McGAUGHEY
County Administrator/Clerk of the Board

AIR-12183**Presentations 1.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Proclamation: Pretrial, Probation and Parole Supervision Week**Prepared by:** Annie Rojas**Department:** County Administration**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

Chairman proclaims July 16-22, 2023 as "Pretrial, Probation and Parole Supervision Week" in Yuma County.

2. SUMMARY:**3. RECOMMENDED MOTION:****4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 06.23.23

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 6/26/23

Fiscal Impact**Attachments**

Proclamation

CHAIRMAN OF THE BOARD
MARTIN PORCHAS



OFFICE OF THE
BOARD OF SUPERVISORS
198 S. Main Street
Yuma, Arizona 85364

PROCLAMATION

*Proclaiming the week of July 16-22, 2023 as
"Pretrial, Probation, Parole Supervision Week in
Yuma County"*

- WHEREAS: Community corrections is an essential part of the justice system; and
- WHEREAS: Community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safeguarded from criminal activity; and
- WHEREAS: Community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and
- WHEREAS: Community corrections professionals work in partnership with community agencies and groups; and
- WHEREAS: Community corrections professionals provide services, support, and protection for victims and advocate community and restorative justice; and
- WHEREAS: Community corrections professionals are restoring trust and creating hope in their communities.

Now therefore, I, Martin Porchas, Chairman of the Yuma County Board of Supervisors hereby proclaim:

*The week of July 16-22, 2023
to be
"Pretrial, Probation, Parole Supervision Week in Yuma County"*

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, the County Seat, this 17th day of July 2023.



MARTIN PORCHAS, Chairman of the Board

AIR-12186**Presentations 2.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Update on Greater Yuma Port Authority Activities**Submitted By:** Ian McGaughey**Prepared by:** Desarae Doten**Department:** County Administration**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

County Administration: Update by Buna George, Executive Director, on Greater Yuma Port Authority activities.

2. SUMMARY:**3. RECOMMENDED MOTION:**

Presentation only. No official action is requested.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 06.23.23

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 6/26/23

Fiscal Impact**Attachments**

Presentation



GYPA | Greater
Yuma
Port
Authority

Yuma County Board of Supervisors meeting
July 17, 2023
Presented by Buna George, Executive Director



MISSION STATEMENT:

**THE GREATER YUMA PORT AUTHORITY
WILL DEVELOP A GATEWAY FOR
GLOBAL TRADE AND FACILITATE,
PROMOTE AND SUPPORT MULTI-
MODAL TRANSPORTATION AND TRADE
OPPORTUNITIES TO ENHANCE
ECONOMIC DEVELOPMENT IN THE
GREATER YUMA AREA.**



MATIAS ROSALES

Chairman of the Board
Appointed by the
City of San Luis



MARCO A. "TONY" REYES

Vice Chair
Appointed by
Yuma County



WAYNE GALE

Secretary / Treasurer
Appointed by the
City of Yuma



GARY MAGRINO

Founder
Appointed by the
Cocopah Tribal Nation



FRANK RASCON

Board Member
Appointed by the
City of San Luis



IAN MCGAUGHEY

Board Member
Appointed by
Yuma County



GARY KNIGHT

Board Member
Appointed by the
City of Yuma



ALAN HECK

Board Member
Appointed by the
Cocopah Tribal Nation

LG Advising LLC



LG Advising LLC

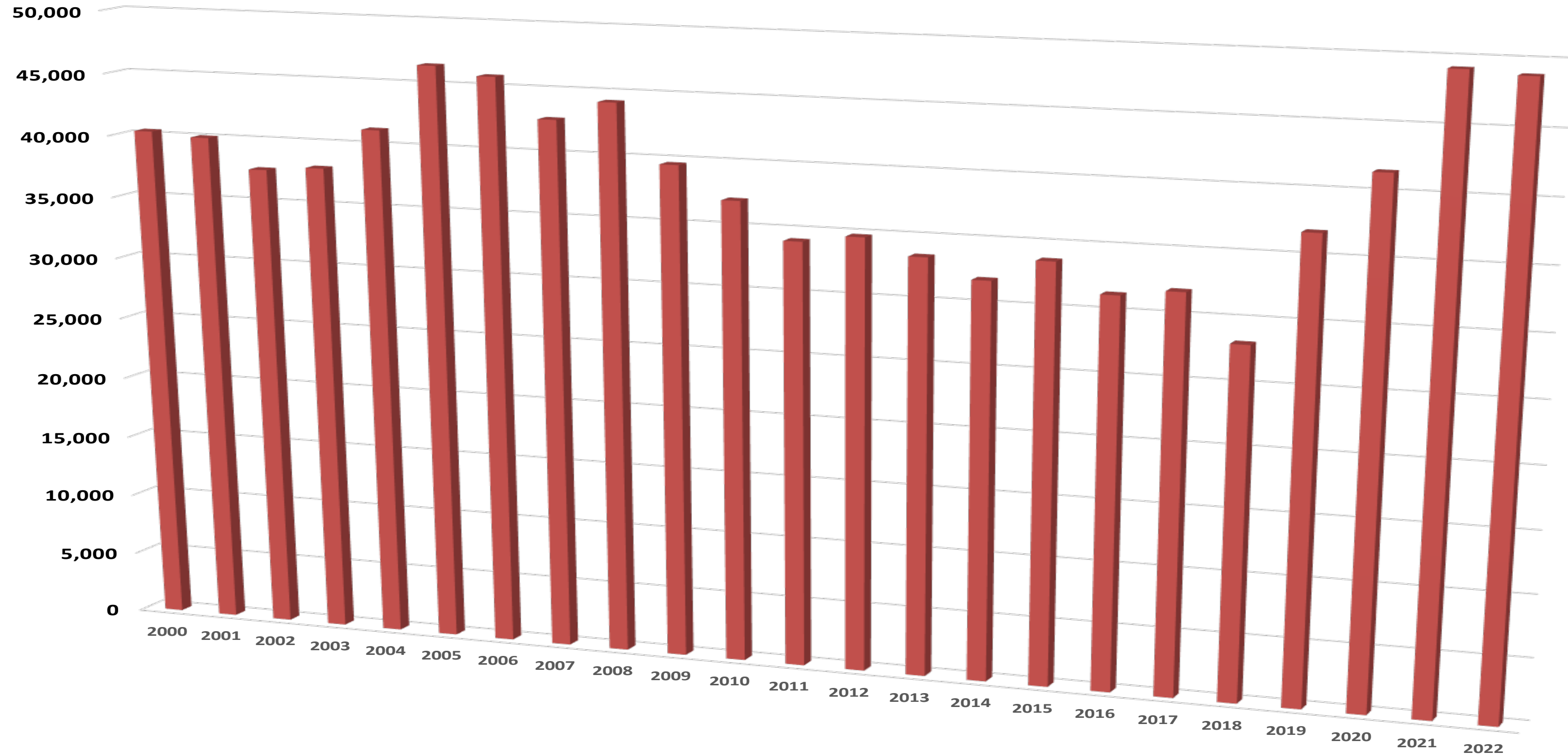
LG Advising LLC, a limited liability company created by Buna George, principal, provides administrative and operational services to the Greater Yuma Port Authority.

She serves the board via an independent contractor agreement that is reviewed by all board members and the Port Authorities legal representatives. Her contract has been renewed via a vote of the GYPA board since her initial role began in 2018.

Ms. George holds an undergraduate degree in Urban Planning and development through Arizona State university. She credits her studies in furthering the development of the industrial land in San Luis, AZ. She is currently enrolled in the James E. Rodgers School of Law pursuing a masters in legal studies.

Commercial Vehicle Crossings

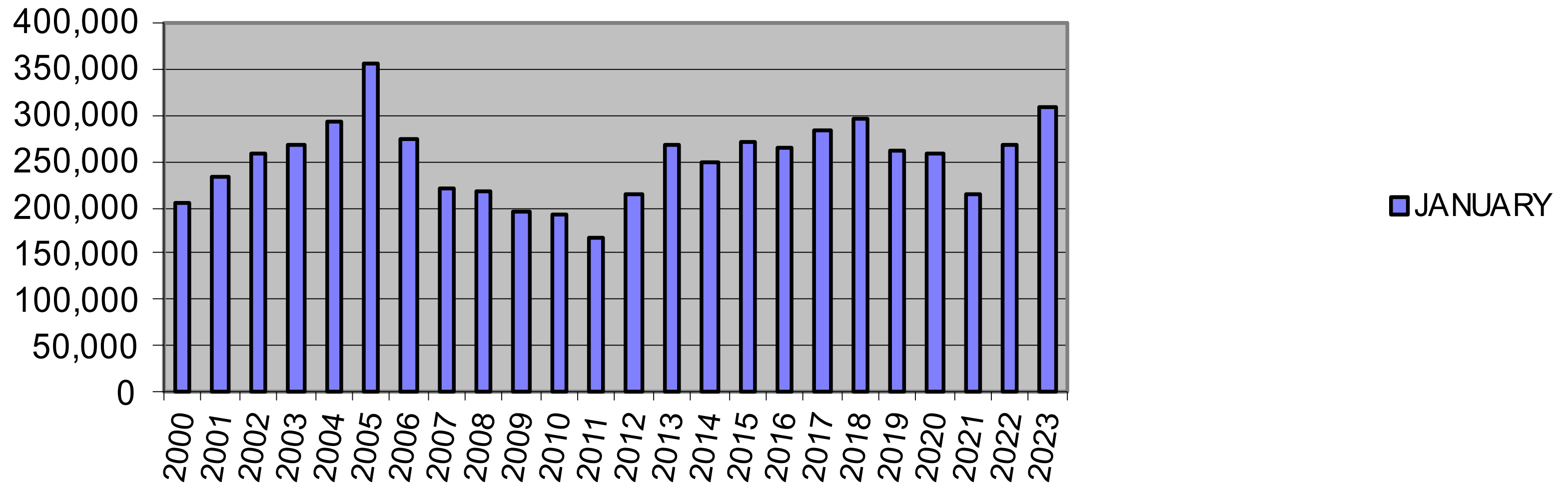
**Northbound Commercial Trucks (2608)
2000-2022**



Source: Tucson Field Office of CB

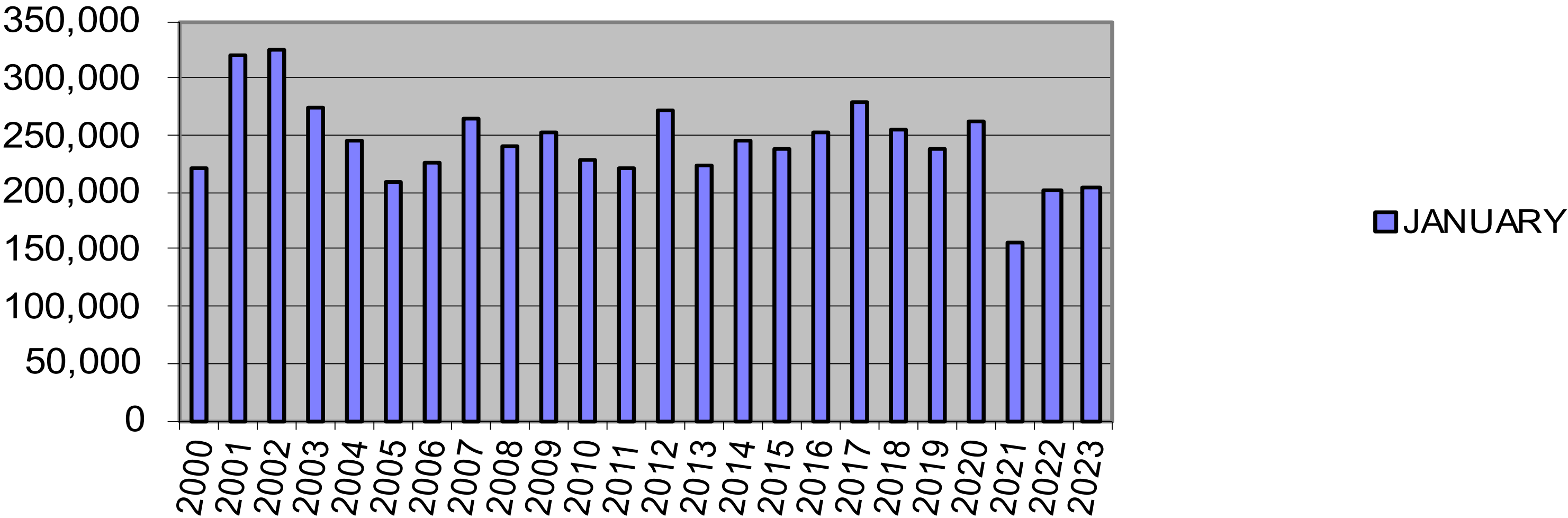
Private Vehicle Crossings

Private Vehicles Northbound



Pedestrian Crossings

Pedestrians



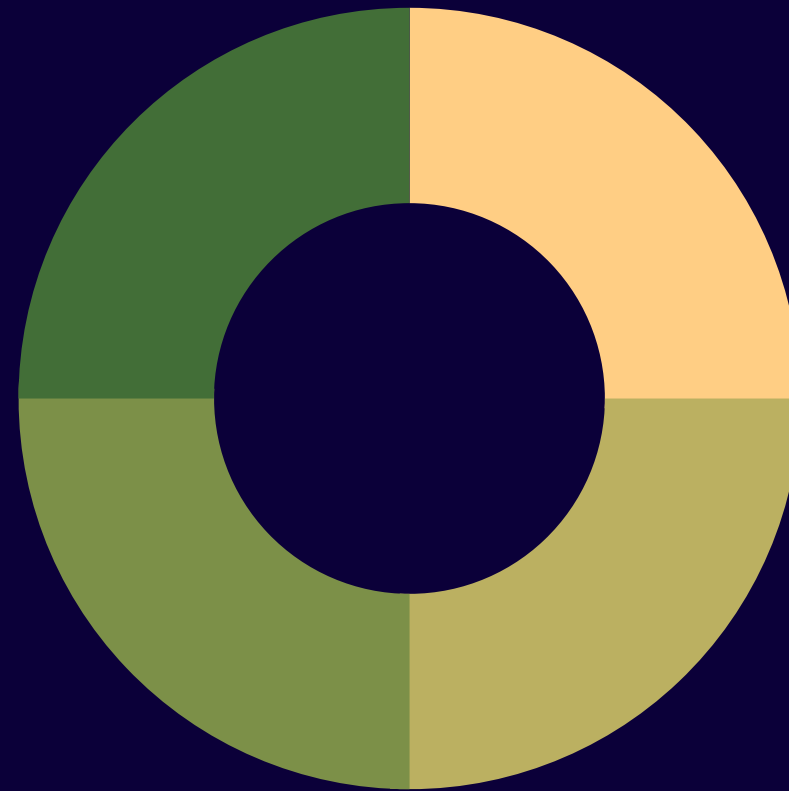
North bound Goods

Agriculture

Ag products, with value added services performed in Mexico arrive to the USA ready for distribution. Asparagus, lettuce, cabbage, celery,

Electronics and Associated Components

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Nulla vehicula tempor risus ut tempor. Etiam elementum tincidunt ante sed consequat. Aenean eu scelerisque dui.



American Goods

Returned

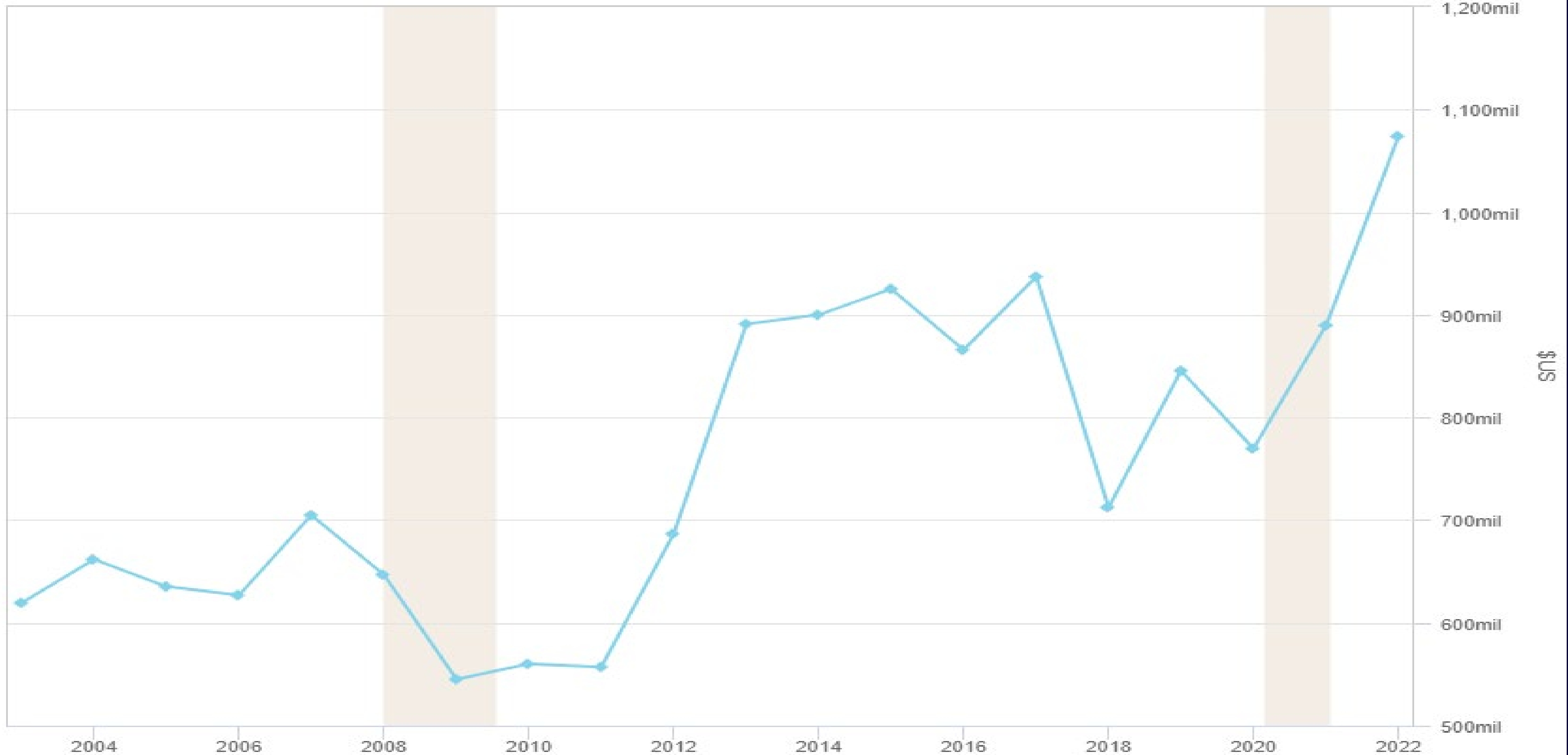
Products that are partially assembled in the United states and then sent to Mexico for final assembly or vice versa. Car products, paper products, machinery, gas engines, irrigation and farm equipment

Machinery

Along with American goods returned, various agriculture and larger scale machinery and manufactured goods.

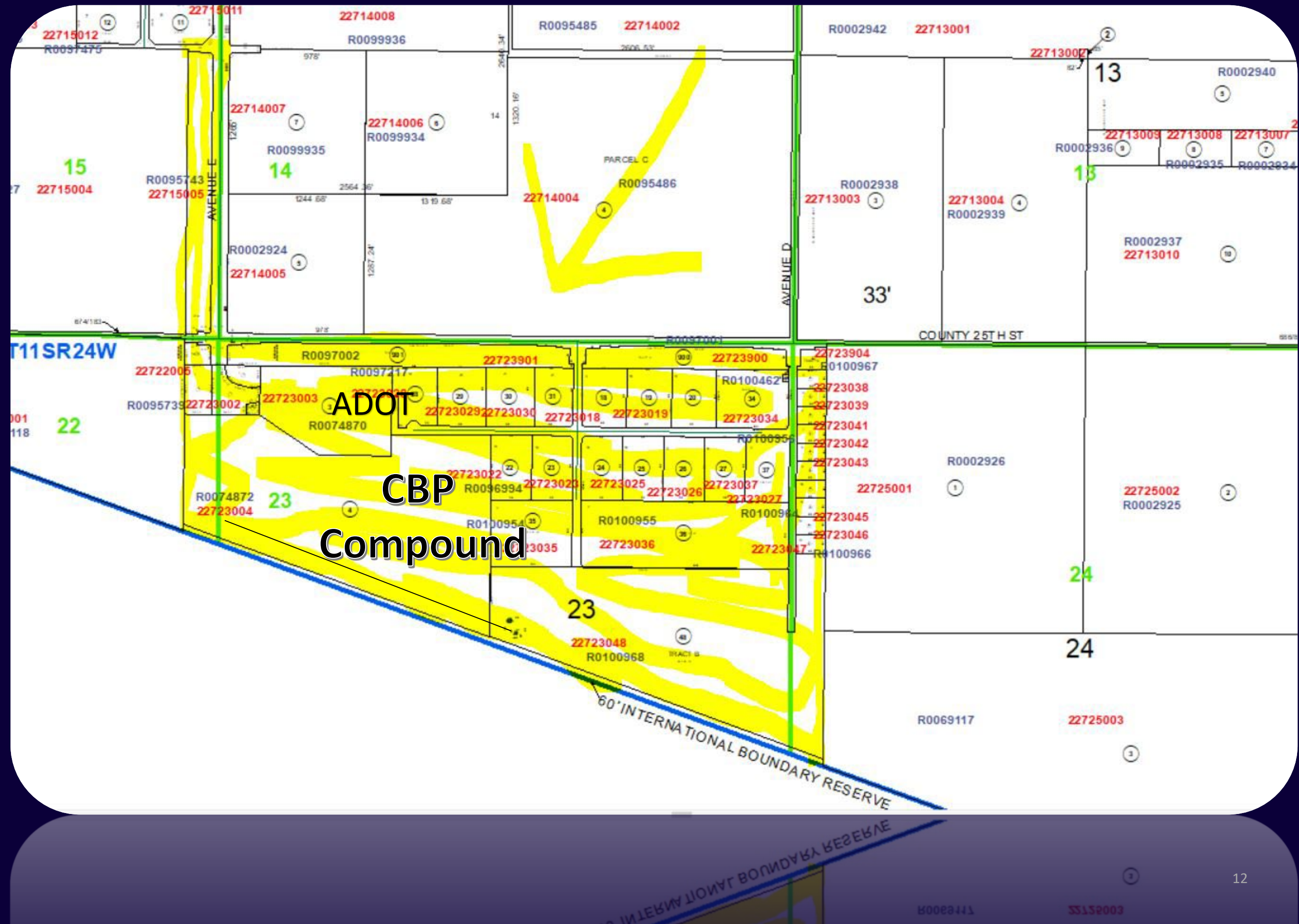


U.S. Imports From Mexico by Border Port of Entry (Annual)



Other Southern Border Ports of Entry

- 389.38 total acres
- 84.1 acres CBP
(dedicated for the
Commercial port of entry)
- 20.01 acres ADOT
(dedicated to ADOT
Inspection Station)
- 285.27 dedicated to
allocate roadways, rights
of way and industrial
development.



INDUSTRIAL PARK PROGRESS

Phase 1

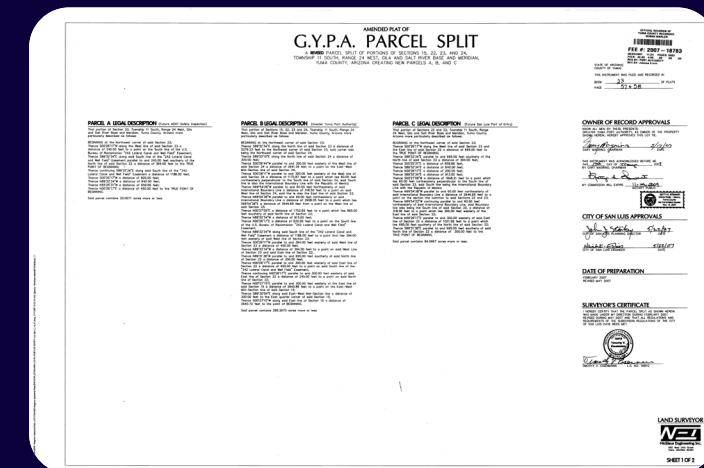
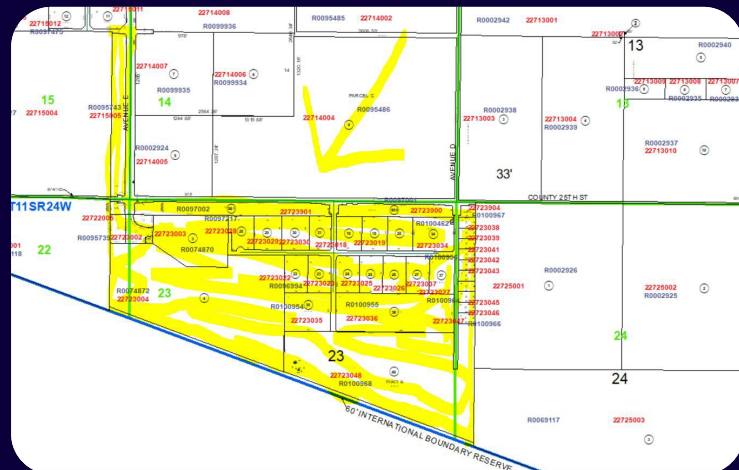
100%

122.54 acres developed, Initial infrastructure for CBP and ADOT and roadway allocations

Phase 2

100%

74.2 acres developed, for initial industrial area users, box culvert and utility installation.



INDUSTRIAL PARK PROGRESS

Phase 3

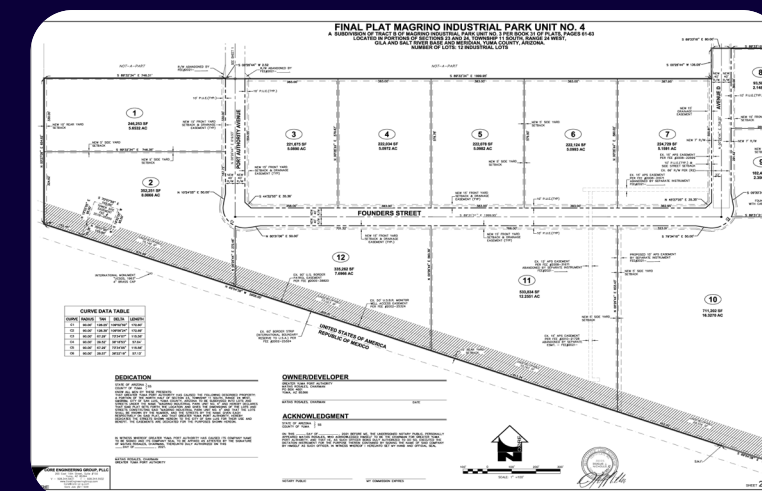
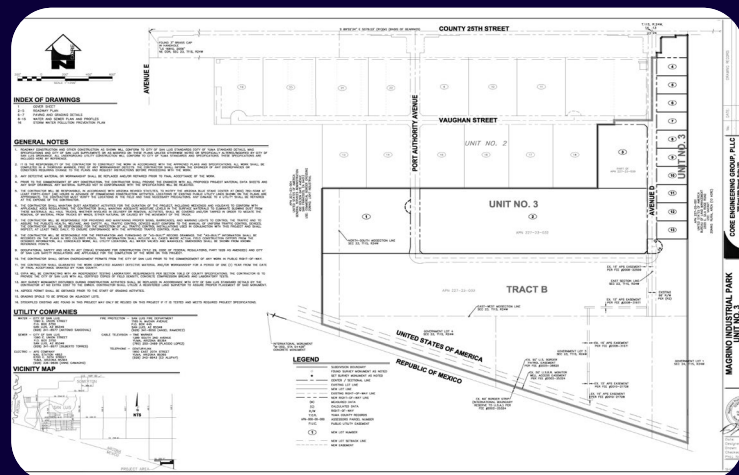
100%

*46.72 ACRES DEVELOPED TO
ACCOMMODATE ADDITIONAL
PORT USERS. FULLY SOLD.*

Phase 4

100%

*86.49 ACRES DEVELOPED AND
FULLY SOLD TO CHICANOS POR
LA CAUSA.*



VISIONARY PARTNERSHIPS

In 2022, Chicano's Por la Causa (CPLC) and GYPA executed a purchase agreement from the remainder of the 87 acres of the Gary J. Magrino Industrial development.

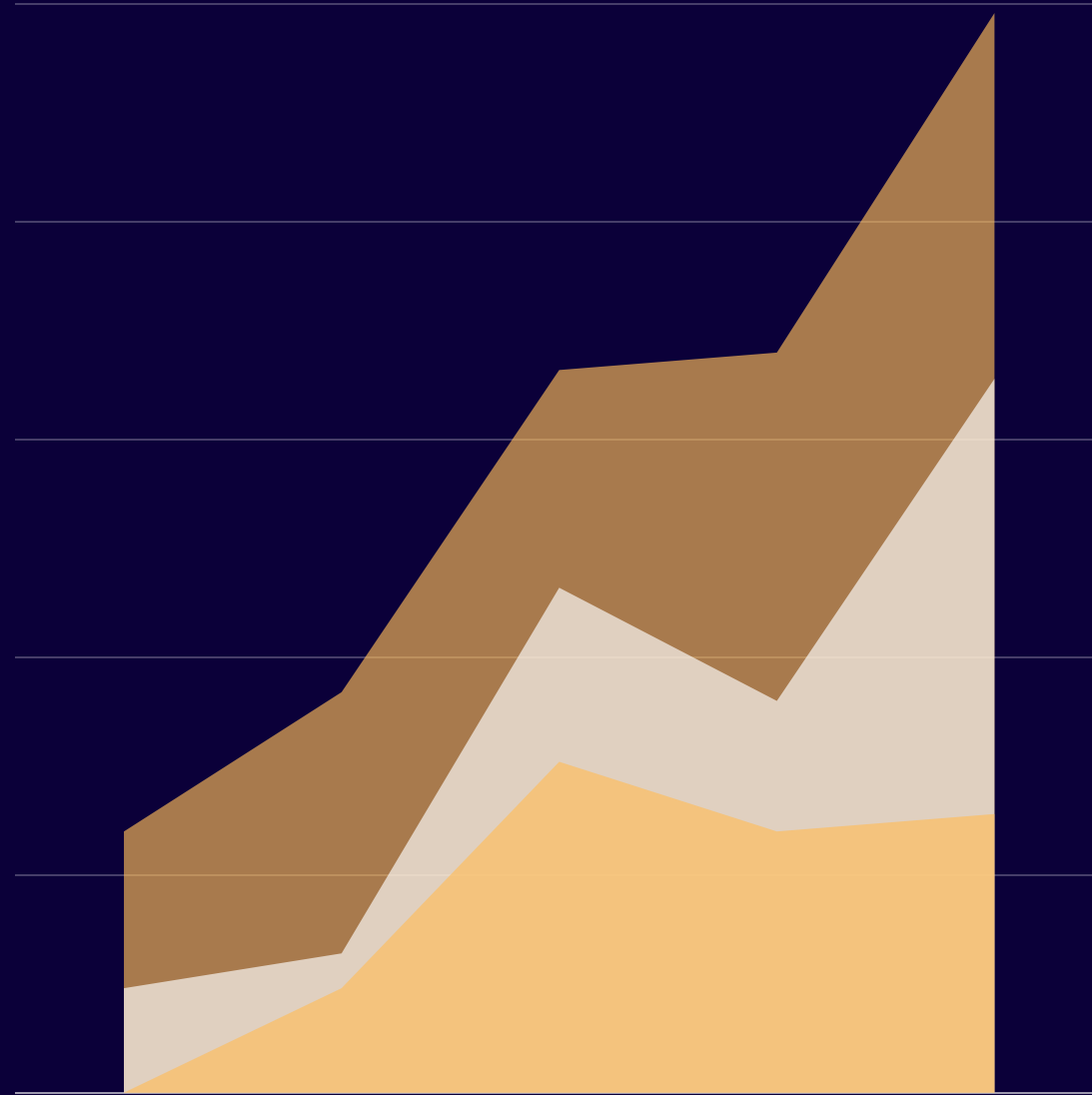
CPLC vision is to construct spec buildings and warehouses that will continue to uphold the necessary tools for International trade for the Greater Yuma Region.



Wins!

GYPA's Role in Community

- Since its creation in 2000, the Greater Yuma Port Authority has:
 - Fully developed over 329 acres in the rural area of San Luis AZ
 - Investing over \$11 million in infrastructure
 - Allowed for the development of Ave E and the east side of San Luis, AZ
 - Been the driving catalyst of over \$668,000 in taxes payable to Yuma County.





What's Next?

GYPA Future Initiatives

1

Fee reduction

Decrease membership contribution from \$50,000 to a lesser amount for all member entities currently involved. Eventually creating a self-sustaining model to yield a return to all member entities.

2

Involvement

Partner with Greater Yuma Economic Development initiatives and increase the Port Authorities involvement with Mexico. Industry leaders, customs, ejercito, state and federal government.

3

Trade Org

Creation of a membership organization for Southwest Port Users. A means for CBP, ADOT, USDA and actual port users to meet in person, discuss any hindrances and rely on the GYPA to mediate solutions for efficient processes.

Initiatives

4

Interconnectivity

Advocate and gather funding for an alternative truck route exiting the commercial port of entry in San Luis, AZ. Veer traffic west on county 25th and interconnect to Ash Highway.

5

POV's at San Luis II

Compliment the work to be executed by the City of San Luis to establish pedestrian and private vehicle access at San Luis II. This will compliment the trade community due to Industrial growth on the east side of town.

6

Sustainability

Organization was created to lessen the burden on governments. GYPA will find sustainable and impactful ways to gather funding via its non-profit status for border related projects, activities and promote lawful trade and travel.



Serve as the Principal Advocates for Yuma's Commercial Trucking Community

- Support the development of accommodations for commercial drivers of both long and short haul routes
- Ensure safety along all established overweight routes
- Map out and work with YMPO to establish additional routes for commercial traffic with limited impediments for a more efficient route to reach their destination.

REGIONAL SUCCESS'

LEADERSHIP & ADVOCACY



- Since 2018, GYPA has maintained a full-time director to oversee operations and ensure the financial wellness of the organization.
- GYPA's presence has been more visible in engagement activities such as ADOT meetings, San Luis I Technical meetings and alongside GYEDC for regional recruitment.
- GYPA has aided in communication measures between the newly implemented leadership at the San Luis Sonora Port of Entry and maintained clear communication with the Consul General in Nogales regarding federal changes within the Mexican government.



- GYPA has engaged with and carried out port tours, land viability meetings and workforce inquiries with potential commercial port users.
- Users have inquired about operation expansions from Texas, Nogales, Chicago and Tijuana.
- GYPA continues to forecast the need for a future alternative truck route outside of the principal Ave E corridor on the east side of San Luis, AZ.



STAKEHOLDER ENGAGEMENT

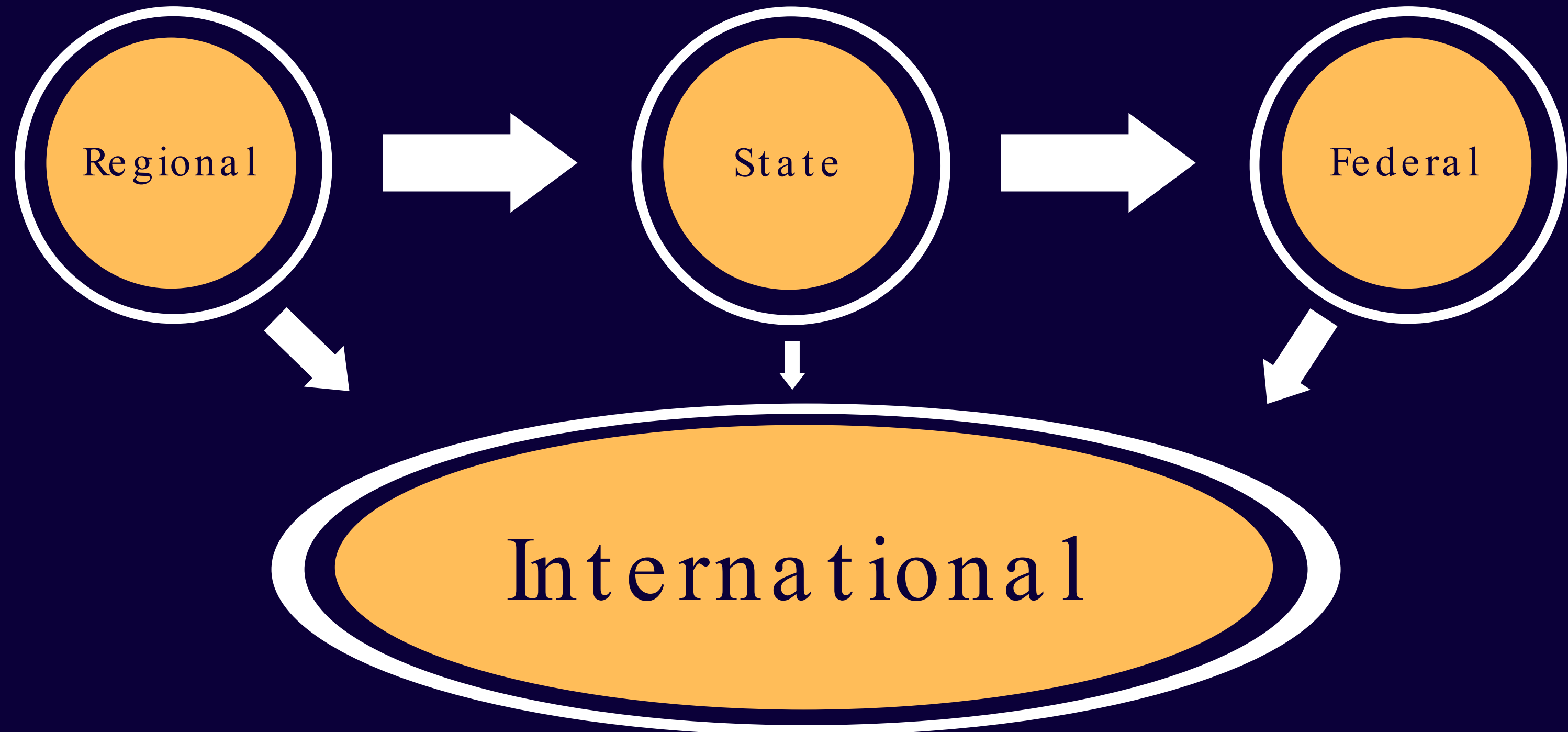




Infinite Interconnectivity

+

Infinite Relationships





THANK YOU



BGEORGE@GYPA.ORG



DATA RESOURCES:

<https://azmex.eller.arizona.edu/commodity-flows/us-imports-mexico-az-bpo>

CBP TUCSON FIELD OFFICE STATISTICS



AIR-12223**Presentations 3.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Yuma County Middle Mile Update**Submitted By:** Ian McGaughey**Prepared by:** Phillip Way**Department:** County Administration**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

County Administration: Update by Broadband Program Manager Phillip Way regarding the Yuma County Middle Mile Broadband Project.

2. SUMMARY:**3. RECOMMENDED MOTION:**

No official action is required.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 7/7/23

Fiscal Impact**Attachments**

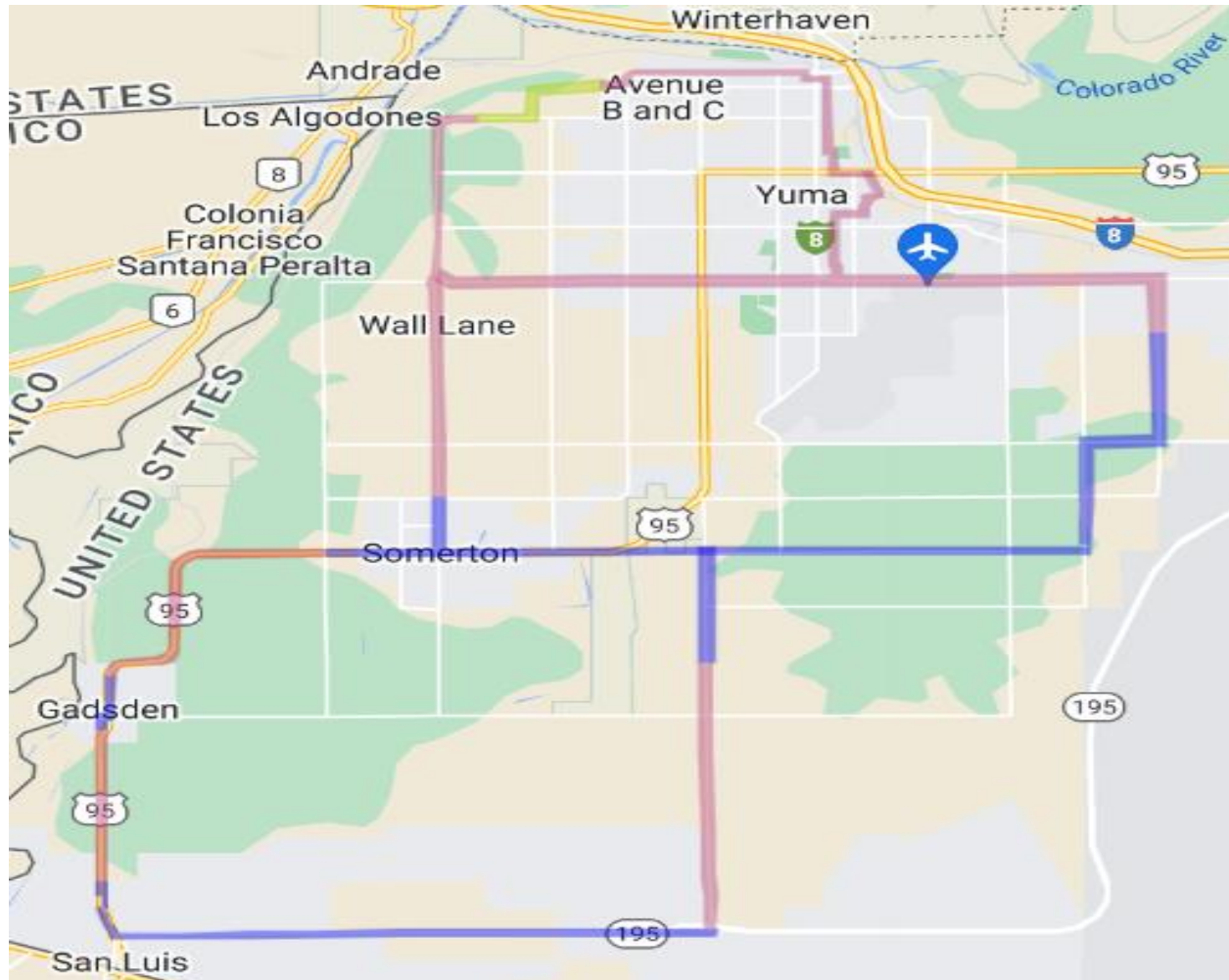
Presentation

The Middle Mile Yuma County Fiber

By PJ Way, Broadband Program Manager
Presented to the Board of Supervisors 7/17/23

Yuma County Middle Mile

Map publicly available: <https://www.allocommunications.com/edge-location/yuma-county/>



The Middle Mile - Update

Primary	Total %	Bore%	Structur	T%	B%	S%	T%	B%	S%	T%	B%	S%
	Jan	0%	0%	Feb	0%	0%	April	0%	0%	June	0%	0%
Overall	<u>2%</u>	<u>8%</u>	<u>3%</u>	<u>4%</u>	<u>16%</u>	<u>3%</u>	<u>5%</u>	<u>20%</u>	<u>6%</u>	<u>20%</u>	<u>42%</u>	<u>46%</u>
Phase 1A	<u>35%</u>	<u>95%</u>	<u>80%</u>	<u>35%</u>	<u>95%</u>	<u>80%</u>	<u>47%</u>	<u>100%</u>	<u>100%</u>	<u>80%</u>	<u>100%</u>	<u>100%</u>
Phase 2A	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>1%</u>	<u>5%</u>	<u>0%</u>	<u>9%</u>	<u>42%</u>	<u>9%</u>	<u>32%</u>	<u>80%</u>	<u>77%</u>
Phase 2B	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>34%</u>	<u>94%</u>	<u>75%</u>
Phase 2C	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>25%</u>	<u>47%</u>	<u>76%</u>
Phase 1B	<u>10%</u>	<u>49%</u>	<u>0%</u>	<u>11%</u>	<u>64%</u>	<u>0%</u>	<u>11%</u>	<u>66%</u>	<u>0%</u>	<u>39%</u>	<u>89%</u>	<u>69%</u>
Phase 1C	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>6%</u>	<u>80%</u>	<u>0%</u>	<u>14%</u>	<u>83%</u>	<u>0%</u>	<u>17%</u>	<u>83%</u>	<u>0%</u>
Phase 1D	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>23%</u>	<u>87%</u>	<u>30%</u>
Phase 1E	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
Phase 1F	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>12%</u>	<u>36%</u>	<u>25%</u>
Phase 1G	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
Phase 1H	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>

Total = Phase I completion including fiber readiness.

Bore = Boring percent complete

Structure = Conduit installation percentage per phase.

The Middle Mile - Update

- On Track?
 - Yes – Goal to complete Bore and Structure is on track.
 - Expanse Eastward up Rt. 95 through Dome Valley and along I-8 to continue into 2024 with Phase II.
 - Irrigation districts communication and permitting are in process.
 - Complete project ARPA funding requirements by 12/2024.

The Middle Mile - Update

- Permit progress:
 - Permitting – Water crossings
 - 100% permits for YCWUA & the County have been submitted.
 - 85% of permits have been approved. Remaining 15% are currently in review
 - City of Somerton – permits complete – progress continues – positive movement.
 - City of San Luis – permits requested
 - Cocopah Nation – permits requested
 - BOR – permits requested.
 - List of Services - Yuma County MM are point-to-point and ring configured dark fiber.
 - Cost of Services - Pricing model in review.
 - Timeline for Services – Targeting first phase completion by Q1, 2024

The Middle Mile – What's next

- Grant potential
 - Collaboration with Grants Dept.
 - BEAD – funding future possible expanse Tacna to Dateland.
 - State of Arizona awarded \$993,112,231.37
 - Continuous monitoring for applicable grant opportunities.
- Agriculture Infrastructure
 - Area
 - Farm fields
 - Irrigation
 - Infrastructure value
 - Water resource management
 - Ag Tech – Smart farm - Precision agriculture
 - Food security asset

The Middle Mile – Impact

- Funding
 - Arizona Governors office
 - Submission of SLFRF proposal for \$6M
 - Awaiting IGA
 - Community Project Funding & Congressionally Direct Spending
 - Request \$3-6M
 - Congressman Gallego
 - Senator Kelly
 - Senator Sinema
 - Current status – Passed initial phase and into Appropriations Committee
- Technology
 - Narrowing design and requirements.
 - Structures
 - Electrical
 - Minimal performance
 - Range of technology
 - Other

The Middle Mile – Impact

County resident employment growth opportunities

Allo Communications

- 45 FT Employees current
- Expected to add 30 – 40 more staff in next 6 months
- Avg. Salary w/ benefits 60 – 70k/yr

Sub contractor(s)

- Approx. 80 employees on this specific project

AZ Western College

- Broadband Fiber Optics Technician & Apprenticeship certificate

The Middle Mile

- Questions?

Thank you

AIR-12208**Consent Calendar 1.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Tax Roll Corrections**Submitted By:** Victoria Clarkson**Prepared by:** Patty Magana**Department:** Assessor**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

Assessor: Approve Tax Roll Corrections as listed in batch dated July 17, 2023, pursuant to A.R.S. Title 42, Chapter 16, Article VI. *(A full listing of all corrections is in the agenda packet on the web*

at: <https://www.yumacountyaz.gov/government/board-of-supervisors/meetings> .)

2. SUMMARY:

Tax roll corrections for approval are attached.

3. RECOMMENDED MOTION:

Approve as presented.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/7/23

Fiscal Impact**Attachments**

Summary

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Account Tax Year	Parcel Number Tax Roll ID	Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0032757 2019	45950150 2019.TRC.1314S1	07/17/2023	Abatement TAX ROLL CORRECTI...	01/04/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		
R0088312 2019	45950153 2019.TRC.1313S32	07/17/2023	Abatement TAX ROLL CORRECTI...	01/03/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		
R0088313 2019	45950154 2019.TRC.1314S2	07/17/2023	Abatement TAX ROLL CORRECTI...	01/05/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		
R0008951 2020	74355117 2020.TRC.1375S22	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0019613 2020	72827295 2020.TRC.1375S19	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0023331 2020	70146117 2020.TRC.1375S27	07/17/2023	Abatement CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0030284 2020	72942402 2020.TRC.1375S26	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0032165 2020	16727020 2020.TRC.1375S18	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0032757 2020	45950150 2020.TRC.1314S1	07/17/2023	Abatement TAX ROLL CORRECTI...	01/04/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		
R0070498 2020	72952771 2020.TRC.1375S24	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0072196 2020	72936132 2020.TRC.1375S20	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0078505 2020	77651019 2020.TRC.1375S28	07/17/2023	Abatement CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		

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Yuma County Assessor

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R0085131 2020	69449243 2020.TRC.1375S23	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0087671 2020	77547108 2020.TRC.1375S25	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0088312 2020	45950153 2020.TRC.1314S2	07/17/2023	Abatement TAX ROLL CORRECTI...	01/04/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		
R0088313 2020	45950154 2020.TRC.1314S5	07/17/2023	Abatement TAX ROLL CORRECTI...	01/05/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		
R0099829 2020	69853156 2020.TRC.1375S21	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0008951 2021	74355117 2021.TRC.1375S37	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0014670 2021	69542086 2021.TRC.1375S48	07/17/2023	Abatement PRO-RATED CORRECT...	06/22/2023 rvargas	06/23/2023 pmagana	06/26/2023 pmagana		
R0019613 2021	72827295 2021.TRC.1375S32	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0023331 2021	70146117 2021.TRC.1375S44	07/17/2023	Abatement CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0030284 2021	72942402 2021.TRC.1375S41	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0032165 2021	16727020 2021.TRC.1375S28	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0032757 2021	45950150 2021.TRC.1314S1	07/17/2023	Abatement TAX ROLL CORRECTI...	01/04/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		

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R0038676 2021	66453143 2021.TRC.1375S30	07/17/2023	Abatement PRO-RATED CORRECT...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0049140 2021	69748739 2021.TRC.1375S31	07/17/2023	Abatement PRO-RATED CORRECT...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0052184 2021	66332080 2021.TRC.1375S47	07/17/2023	Abatement PRO-RATED CORRECT...	06/22/2023 rvargas	06/23/2023 pmagana	06/26/2023 pmagana		
R0070498 2021	72952771 2021.TRC.1375S39	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0071580 2021	70016087 2021.TRC.1375S46	07/17/2023	Abatement PRO-RATED CORRECT...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0071586 2021	70016093 2021.TRC.1375S43	07/17/2023	Abatement PRO-RATED CORRECT...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0072196 2021	72936132 2021.TRC.1375S33	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0078505 2021	77651019 2021.TRC.1375S45	07/17/2023	Abatement CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0083159 2021	69864160 2021.TRC.1375S34	07/17/2023	Abatement PRO-RATED CORRECT...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0085131 2021	69449243 2021.TRC.1375S38	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0087671 2021	77547108 2021.TRC.1375S40	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0088312 2021	45950153 2021.TRC.1314S3	07/17/2023	Abatement TAX ROLL CORRECTI...	01/04/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		

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R0095628 2021	70860031 2021.TRC.1375S29	07/17/2023	Abatement PRO-RATED CORRECT...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0099829 2021	69853156 2021.TRC.1375S35	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0100304 2021	72423019 2021.TRC.1375S36	07/17/2023	Abatement PRO-RATED CORRECT...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
M0010392 2022	69580113 2022.TRC.1367S31	07/17/2023	Mobile Home Move 2022 TAX ROLL COR...	05/17/2023 farciniega	06/16/2023 pmagana	06/23/2023 tholzer		
M0075416 2022	72823304 2022.TRC.1367S49	07/17/2023	Mobile Home Move 2022 TAX ROLL COR...	05/23/2023 farciniega	06/22/2023 pmagana	06/23/2023 tholzer		
R0008951 2022	74355117 2022.TRC.1375S43	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0014670 2022	69542086 2022.TRC.1375S55	07/17/2023	Abatement CORRECTED LEGAL C...	06/22/2023 rvargas	06/23/2023 pmagana	06/26/2023 pmagana		
R0019613 2022	72827295 2022.TRC.1375S37	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0023331 2022	70146117 2022.TRC.1375S51	07/17/2023	Abatement CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0030284 2022	72942402 2022.TRC.1375S47	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0032165 2022	16727020 2022.TRC.1375S33	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		

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R0038676 2022	66453143 2022.TRC.1375S35	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0048770 2022	69740296 2022.TRC.1375S48	07/17/2023	Abatement PRO-RATED CORRECT...	06/15/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0049140 2022	69748739 2022.TRC.1375S36	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0052184 2022	66332080 2022.TRC.1375S54	07/17/2023	Abatement CORRECTED LEGAL C...	06/22/2023 rvargas	06/23/2023 pmagana	06/26/2023 pmagana		
R0070498 2022	72952771 2022.TRC.1375S45	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		
R0071580 2022	70016087 2022.TRC.1375S53	07/17/2023	Abatement CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0071586 2022	70016093 2022.TRC.1375S50	07/17/2023	Account Correction CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0072196 2022	72936132 2022.TRC.1375S38	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0078505 2022	77651019 2022.TRC.1375S52	07/17/2023	Abatement CORRECTED LEGAL C...	06/19/2023 rvargas	06/20/2023 pmagana	06/23/2023 tholzer		
R0083159 2022	69864160 2022.TRC.1375S39	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0085131 2022	69449243 2022.TRC.1375S44	07/17/2023	Abatement CORRECTED LEGAL C...	06/14/2023 rvargas	06/15/2023 pmagana	06/23/2023 tholzer		

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R0088312 2022	45950153 2022.TRC.1314S3	07/17/2023	Abatement TAX ROLL CORRECTI...	01/04/2023 acastaneda	06/16/2023 pmagana	06/23/2023 tholzer		
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R0095628 2022	70860031 2022.TRC.1375S34	07/17/2023	Abatement CORRECTED LEGAL C...	06/12/2023 rvargas	06/13/2023 pmagana	06/23/2023 tholzer		
R0097619 2022	70057701 2022.TRC.1375S32	07/17/2023	Abatement CHANGED PROPERTY ...	06/12/2023 swillen	06/21/2023 pmagana	06/23/2023 tholzer		
R0099829 2022	69853156 2022.TRC.1375S40	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0100304 2022	72423019 2022.TRC.1375S41	07/17/2023	Abatement CORRECTED LEGAL C...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		
R0101164 2022	69458253 2022.TRC.1375S42	07/17/2023	Abatement PRO-RATED CORRECT...	06/13/2023 rvargas	06/14/2023 pmagana	06/23/2023 tholzer		

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Value Totals

Tax Area	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
01053	247,519	247,519	0	24,752	24,752	0
01057	820,830	820,830	0	82,082	82,082	0
01080	106,520	106,520	0	10,652	10,653	1
01111	8,861,695	7,589,240	(1,272,455)	1,268,843	1,047,312	(221,531)
01113	7,472,303	6,876,127	(596,176)	747,231	687,613	(59,618)
01130	3,692,672	3,690,638	(2,034)	387,164	386,961	(203)
01141	65,504	65,504	0	6,550	6,551	1
01150R	9,724	0	(9,724)	972	0	(972)
01166	713,065	713,065	0	72,441	72,294	(147)
01196	294,344	294,344	0	31,624	30,551	(1,073)
11040	139,584	139,584	0	13,959	13,959	0
13051	283,419	283,419	0	28,341	28,341	0
13060	53,146	53,146	0	5,315	5,315	0
13069	910,148	910,148	0	91,015	91,015	0
13083	63,019	63,019	0	6,302	6,302	0
24059	185,814	185,814	0	18,582	18,582	0
32065	536,414	536,414	0	53,642	53,642	0
32067	457,908	457,908	0	45,792	45,792	0
Total	24,913,628	23,033,239	(1,880,389)	2,895,259	2,611,717	(283,542)

Tax Area	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
01053	268,457	268,457	0	26,846	26,846	0
01057	856,104	856,104	0	85,611	85,611	0
01080	106,520	106,520	0	10,652	10,653	1
01111	9,169,020	7,589,240	(1,579,780)	1,313,852	1,047,312	(266,540)
01113	7,926,240	6,957,698	(968,542)	792,624	695,770	(96,854)
01130	4,006,458	4,002,889	(3,569)	419,252	418,895	(357)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Area	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
01141	69,319	69,319	0	6,932	6,933	1
01150R	9,776	0	(9,776)	978	0	(978)
01166	847,306	847,306	0	88,005	87,580	(425)
01196	339,943	339,943	0	36,444	35,244	(1,200)
11040	291,766	291,766	0	29,177	29,177	0
13051	290,687	290,687	0	29,068	29,068	0
13060	69,941	69,941	0	6,995	6,995	0
13069	1,008,071	1,008,071	0	100,807	100,807	0
13083	72,000	72,000	0	7,200	7,200	0
24059	218,256	218,256	0	21,826	21,826	0
32065	617,063	617,063	0	61,706	61,706	0
32067	516,174	516,174	0	51,617	51,617	0
Total	26,683,101	24,121,434	(2,561,667)	3,089,592	2,723,240	(366,352)

Legal Class	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
COMMERCIAL & INDUSTRIAL REAL PROPERTY	4,702,758	3,661,384	(1,041,374)	839,932	654,428	(185,504)
NON-RESIDENT RESIDENTIAL	8,015,683	319,177	(7,696,506)	801,571	31,918	(769,653)
RENTAL RESIDENTIAL - MULTI-FAMILY	10,319,930	10,274,205	(45,725)	1,031,994	1,027,419	(4,575)
RENTAL RESIDENTIAL - SINGLE-FAMILY	1,190,562	527,778	(662,784)	119,057	52,778	(66,279)
VACANT LANDS & DEFAULT REAL PROPERTY CLASS	684,695	401,961	(282,734)	102,705	60,295	(42,410)
OWNER-OCCUPIED PRIMARY RESIDENCE		7,848,734	7,848,734		784,879	784,879
Total	24,913,628	23,033,239	(1,880,389)	2,895,259	2,611,717	(283,542)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Property Code	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
COMMERCIAL & INDUSTRIAL REAL PROPERTY	3,415,104	3,474,904	59,800	610,451	621,140	10,689
COMMERCIAL & INDUSTRIAL REAL PROPERTY (2112)	1,390,564	186,480	(1,204,084)	247,994	33,288	(214,706)
NON-RESIDENT RESIDENTIAL	2,062,700	128,015	(1,934,685)	206,270	12,802	(193,468)
NON-RESIDENT RESIDENTIAL (2401)	6,733,434	211,457	(6,521,977)	673,344	21,147	(652,197)
NON-RESIDENT RESIDENTIAL (3401)	13,345	0	(13,345)	1,335	0	(1,335)
RENTAL RESIDENTIAL - MULTI-FAMILY (1421)	9,739,976	9,739,976	0	973,996	973,996	0
RENTAL RESIDENTIAL - MULTI-FAMILY	1,046,404	615,800	(430,604)	104,640	61,580	(43,060)
RENTAL RESIDENTIAL - SINGLE FAMILY (1422)	109,500		(109,500)	10,950		(10,950)
RENTAL RESIDENTIAL - SINGLE FAMILY	1,304,038	527,778	(776,260)	130,404	52,778	(77,626)
VACANT LANDS & DEFAULT REAL PROPERTY	868,036	456,071	(411,965)	130,208	68,412	(61,796)
OWNER-OCCUPIED PRIMARY RESIDENCE (1301)		2,076,710	2,076,710		207,672	207,672
OWNER-OCCUPIED PRIMARY RESIDENCE		6,704,243	6,704,243		670,425	670,425
Total	26,683,101	24,121,434	(2,561,667)	3,089,592	2,723,240	(366,352)

Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION ADDITIONAL ASSISTANCE	185,814	185,814	0	18,582	18,582	0
ANTELOPE UNION DEBT SERVICE	185,814	185,814	0	18,582	18,582	0
ANTELOPE UNION HIGH BUDGET OVERRIDE	185,814	185,814	0	18,582	18,582	0
ANTELOPE UNION M&O	185,814	185,814	0	18,582	18,582	0

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
ARIZONA WESTERN BUDGET OVERRIDE	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
ARIZONA WESTERN COMMUNITY COLLEGE	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
ARIZONA WESTERN M&O	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
ARIZONA WESTERN PRIMARY O&M	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
ARIZONA WESTERN PRIMARY UNEX PLANT	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
ARIZONA WESTERN UNEXPENDED PLANT	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
AWC DEBT SERVICE SERIES 2014	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
AWC DEBT SERVICE SERIES 2014A	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
AWC DEBT SERVICE SERIES 2016	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
AWC G.O. DEBT SERVICE SERIES 2016	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
AWC G.O. REFUNDING BONDS SERIES 2014	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
AWC G.O. REFUNDING BONDS SERIES 2014A	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
BIENESTAR 8A & 8B CFD	536,414	536,414	0	53,642	53,642	0
BIENESTAR 8A & 8B EMSD	536,414	536,414	0	53,642	53,642	0
BIENESTAR 8A & 8B SLID	536,414	536,414	0	53,642	53,642	0
CITY OF SAN LUIS BUDGET OVERRIDE	994,322	994,322	0	99,434	99,434	0
CITY OF SAN LUIS DEBT SERVICE	994,322	994,322	0	99,434	99,434	0
CITY OF SAN LUIS PRIMARY	994,322	994,322	0	99,434	99,434	0
CITY OF SOMERTON BUDGET OVERRIDE	139,584	139,584	0	13,959	13,959	0
CITY OF SOMERTON DEBT SERVICE	139,584	139,584	0	13,959	13,959	0
CITY OF SOMERTON PRIMARY	139,584	139,584	0	13,959	13,959	0
CITY OF YUMA BUDGET OVERRIDE	2,498,889	2,489,165	(9,724)	253,212	251,022	(2,190)
CITY OF YUMA DEBT SERVICE	2,498,889	2,489,165	(9,724)	253,212	251,022	(2,190)

Tax Roll Correction Summary

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
CITY OF YUMA PRIMARY	2,498,889	2,489,165	(9,724)	253,212	251,022	(2,190)
COUNTRY ROADS RV VILLAGE IWDD	106,520	106,520	0	10,652	10,653	1
COUNTY FIRE DISTRICT ASSISTANCE	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
COUNTY FLOOD CONTROL DISTRICT	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
CRANE ELEMENTARY ADDITIONAL ASSISTANCE	1,309,732	1,309,732	0	130,973	130,973	0
CRANE ELEMENTARY ADJACENT WAYS	1,309,732	1,309,732	0	130,973	130,973	0
CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	1,309,732	1,309,732	0	130,973	130,973	0
CRANE ELEMENTARY BUDGET OVERRIDE	1,309,732	1,309,732	0	130,973	130,973	0
CRANE ELEMENTARY DEBT SERVICE	1,309,732	1,309,732	0	130,973	130,973	0
CRANE ELEMENTARY M&O	1,309,732	1,309,732	0	130,973	130,973	0
DEL ORO MOBILE ESTATES	53,146	53,146	0	5,315	5,315	0
DRIFTWOOD RANCH #1 & 2 EMSD	294,344	294,344	0	31,624	30,551	(1,073)
FIRE DISTRICT ASSISTANCE FUND	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
FLOOD CONTROL DISTRICT	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
FLOOD ZONE #1 (YUMA VALLEY)	1,309,732	1,309,732	0	130,973	130,973	0
FLOOD ZONE #2 (4TH AVE TO E MAIN CANAL)	65,504	65,504	0	6,550	6,551	1
FRONTERA ESTATES #2 EMSD	457,908	457,908	0	45,792	45,792	0
FRONTERA ESTATES #2 SLID	457,908	457,908	0	45,792	45,792	0
GADSDEN ELEMENTARY ADDITIONAL ASSISTANCE	994,322	994,322	0	99,434	99,434	0
GADSDEN ELEMENTARY ADJACENT WAYS	994,322	994,322	0	99,434	99,434	0
GADSDEN ELEMENTARY BUDGET OVERRIDE	994,322	994,322	0	99,434	99,434	0

Tax Roll Correction Summary

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
GADSDEN ELEMENTARY DEBT SERVICE	994,322	994,322	0	99,434	99,434	0
GADSDEN ELEMENTARY M&O	994,322	994,322	0	99,434	99,434	0
LIBRARY FUND - DEBT SERVICE	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
LINKS AT COYOTE WASH PHASE III & IV CFD (2005-1)	185,814	185,814	0	18,582	18,582	0
LIVINGSTON RANCH #2 EMSD	63,019	63,019	0	6,302	6,302	0
MARTINEZ LAKE FIRE DISTRICT	16,333,998	14,465,367	(1,868,631)	2,016,074	1,734,925	(281,149)
MESA DEL SOL	820,830	820,830	0	82,082	82,082	0
MOBILE HOME RELOCATION FUND	9,724	0	(9,724)	972	0	(972)
S.T.E.D.Y. ADDITIONAL ASSISTANCE	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
S.T.E.D.Y. M&O	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
S.T.E.D.Y. SECONDARY	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
SOMERTON ELEMENTARY ADDITIONAL ASSISTANCE	139,584	139,584	0	13,959	13,959	0
SOMERTON ELEMENTARY ADJACENT WAYS	139,584	139,584	0	13,959	13,959	0
SOMERTON ELEMENTARY BUDGET OVERRIDE	139,584	139,584	0	13,959	13,959	0
SOMERTON ELEMENTARY BUDGET OVERRIDE (5501102)	139,584	139,584	0	13,959	13,959	0
SOMERTON ELEMENTARY DEBT SERVICE	139,584	139,584	0	13,959	13,959	0
SOMERTON ELEMENTARY M&O	139,584	139,584	0	13,959	13,959	0
SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA CAP OUTLAY	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA O&M	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
STATE AID TO EDUCATION	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)

Tax Roll Correction Summary

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
STATE AID TO EDUCATION PRIMARY	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
TOWN OF WELLTON BUDGET OVERRIDE	185,814	185,814	0	18,582	18,582	0
TOWN OF WELLTON DEBT SERVICE	185,814	185,814	0	18,582	18,582	0
TOWN OF WELLTON PRIMARY	185,814	185,814	0	18,582	18,582	0
WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	185,814	185,814	0	18,582	18,582	0
WELLTON ELEMENTARY BUDGET OVERRIDE	185,814	185,814	0	18,582	18,582	0
WELLTON ELEMENTARY DEBT SERVICE	185,814	185,814	0	18,582	18,582	0
WELLTON ELEMENTARY M&O	185,814	185,814	0	18,582	18,582	0
YUMA COUNTY BUDGET OVERRIDE (5200001)	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
YUMA COUNTY DEBT SERVICE	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
YUMA COUNTY HOSPITAL DISTRICT	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
YUMA COUNTY LIBRARY DISTRICT	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	21,123,947	19,529,393	(1,594,554)	2,432,368	2,188,637	(243,731)
YUMA COUNTY LIBRARY FUND	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA COUNTY PEST ABATEMENT DISTRICT	1,112,751	1,112,751	0	111,276	111,276	0
YUMA COUNTY PRIMARY	24,913,628	23,033,239	(1,880,389)	2,895,259	2,611,717	(283,542)
YUMA COUNTY SECONDARY (5200001)	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA COUNTY SECONDARY	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA ELEM PRIMARY ADJ WAY	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA ELEM PRIMARY DISTRICT ADDITIONAL ASSISTANCE	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA ELEM PRIMARY O&M	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)

Tax Roll Correction Summary

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
YUMA ELEMENTARY ADDITIONAL ASSISTANCE	18,494,495	16,899,941	(1,594,554)	2,169,420	1,925,689	(243,731)
YUMA ELEMENTARY ADJACENT WAYS	18,494,495	16,899,941	(1,594,554)	2,169,420	1,925,689	(243,731)
YUMA ELEMENTARY BUDGET OVERRIDE	18,494,495	16,899,941	(1,594,554)	2,169,420	1,925,689	(243,731)
YUMA ELEMENTARY DEBT SERVICE (7500101)	18,494,495	16,899,941	(1,594,554)	2,169,420	1,925,689	(243,731)
YUMA ELEMENTARY M&O	18,494,495	16,899,941	(1,594,554)	2,169,420	1,925,689	(243,731)
YUMA ELEMENTARY SECONDARY	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA ELEMENTARY SECONDARY (7500101)	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA HOSPITAL DISTRICT	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA UNION ADDITIONAL ASSISTANCE	20,938,133	19,343,579	(1,594,554)	2,413,786	2,170,055	(243,731)
YUMA UNION ADJACENT WAYS	20,938,133	19,343,579	(1,594,554)	2,413,786	2,170,055	(243,731)
YUMA UNION BUDGET OVERRIDE	20,938,133	19,343,579	(1,594,554)	2,413,786	2,170,055	(243,731)
YUMA UNION DEBT SERVICE (7610301)	20,938,133	19,343,579	(1,594,554)	2,413,786	2,170,055	(243,731)
YUMA UNION HIGH SECONDARY	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA UNION HIGH SECONDARY (7610301)	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA UNION M&O	20,938,133	19,343,579	(1,594,554)	2,413,786	2,170,055	(243,731)
YUMA UNION PRIMARY ADJ WAYS	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA UNION PRIMARY DISTRICT ADDITIONAL ASSISTANCE	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
YUMA UNION PRIMARY O&M	3,789,681	3,503,846	(285,835)	462,891	423,080	(39,811)
Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION ADDITIONAL ASSISTANCE	218,256	218,256	0	21,826	21,826	0
ANTELOPE UNION DEBT SERVICE	218,256	218,256	0	21,826	21,826	0

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Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION HIGH BUDGET OVERRIDE	218,256	218,256	0	21,826	21,826	0
ANTELOPE UNION M&O	218,256	218,256	0	21,826	21,826	0
ARIZONA WESTERN BUDGET OVERRIDE	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
ARIZONA WESTERN COMMUNITY COLLEGE	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
ARIZONA WESTERN M&O	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
ARIZONA WESTERN PRIMARY O&M	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
ARIZONA WESTERN PRIMARY UNEX PLANT	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
ARIZONA WESTERN UNEXPENDED PLANT	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
AWC DEBT SERVICE SERIES 2014	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
AWC DEBT SERVICE SERIES 2014A	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
AWC DEBT SERVICE SERIES 2016	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
AWC G.O. DEBT SERVICE SERIES 2016	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
AWC G.O. REFUNDING BONDS SERIES 2014	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
AWC G.O. REFUNDING BONDS SERIES 2014A	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
BIENESTAR 8A & 8B CFD	617,063	617,063	0	61,706	61,706	0
BIENESTAR 8A & 8B EMSD	617,063	617,063	0	61,706	61,706	0
BIENESTAR 8A & 8B SLID	617,063	617,063	0	61,706	61,706	0
CITY OF SAN LUIS BUDGET OVERRIDE	1,133,237	1,133,237	0	113,323	113,323	0
CITY OF SAN LUIS DEBT SERVICE	1,133,237	1,133,237	0	113,323	113,323	0
CITY OF SAN LUIS PRIMARY	1,133,237	1,133,237	0	113,323	113,323	0
CITY OF SOMERTON BUDGET OVERRIDE	291,766	291,766	0	29,177	29,177	0
CITY OF SOMERTON DEBT SERVICE	291,766	291,766	0	29,177	29,177	0

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Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
CITY OF SOMERTON PRIMARY	291,766	291,766	0	29,177	29,177	0
CITY OF YUMA BUDGET OVERRIDE	2,813,563	2,803,787	(9,776)	287,081	284,480	(2,601)
CITY OF YUMA DEBT SERVICE	2,813,563	2,803,787	(9,776)	287,081	284,480	(2,601)
CITY OF YUMA PRIMARY	2,813,563	2,803,787	(9,776)	287,081	284,480	(2,601)
COUNTRY ROADS RV VILLAGE IWDD	106,520	106,520	0	10,652	10,653	1
COUNTY FIRE DISTRICT ASSISTANCE	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
COUNTY FLOOD CONTROL DISTRICT	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
CRANE ELEMENTARY ADDITIONAL ASSISTANCE	1,440,699	1,440,699	0	144,070	144,070	0
CRANE ELEMENTARY ADJACENT WAYS	1,440,699	1,440,699	0	144,070	144,070	0
CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	1,440,699	1,440,699	0	144,070	144,070	0
CRANE ELEMENTARY BUDGET OVERRIDE	1,440,699	1,440,699	0	144,070	144,070	0
CRANE ELEMENTARY DEBT SERVICE	1,440,699	1,440,699	0	144,070	144,070	0
CRANE ELEMENTARY M&O	1,440,699	1,440,699	0	144,070	144,070	0
DEL ORO MOBILE ESTATES	69,941	69,941	0	6,995	6,995	0
DRIFTWOOD RANCH #1 & 2 EMSD	339,943	339,943	0	36,444	35,244	(1,200)
FIRE DISTRICT ASSISTANCE FUND	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
FLOOD CONTROL DISTRICT	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
FLOOD ZONE #1 (YUMA VALLEY)	1,440,699	1,440,699	0	144,070	144,070	0
FLOOD ZONE #2 (4TH AVE TO E MAIN CANAL)	69,319	69,319	0	6,932	6,933	1
FRONTERA ESTATES #2 EMSD	516,174	516,174	0	51,617	51,617	0
FRONTERA ESTATES #2 SLID	516,174	516,174	0	51,617	51,617	0
GADSDEN ELEMENTARY ADDITIONAL ASSISTANCE	1,133,237	1,133,237	0	113,323	113,323	0

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Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
GADSDEN ELEMENTARY ADJACENT WAYS	1,133,237	1,133,237	0	113,323	113,323	0
GADSDEN ELEMENTARY BUDGET OVERRIDE	1,133,237	1,133,237	0	113,323	113,323	0
GADSDEN ELEMENTARY DEBT SERVICE	1,133,237	1,133,237	0	113,323	113,323	0
GADSDEN ELEMENTARY M&O	1,133,237	1,133,237	0	113,323	113,323	0
LIBRARY FUND - DEBT SERVICE	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
LINKS AT COYOTE WASH PHASE III & IV CFD (2005-1)	218,256	218,256	0	21,826	21,826	0
LIVINGSTON RANCH #2 EMSD	72,000	72,000	0	7,200	7,200	0
MARTINEZ LAKE FIRE DISTRICT	17,095,260	14,546,938	(2,548,322)	2,106,476	1,743,082	(363,394)
MESA DEL SOL	856,104	856,104	0	85,611	85,611	0
MOBILE HOME RELOCATION FUND	9,776	0	(9,776)	978	0	(978)
S.T.E.D.Y. ADDITIONAL ASSISTANCE	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
S.T.E.D.Y. M&O	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
S.T.E.D.Y. SECONDARY	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
SOMERTON ELEMENTARY ADDITIONAL ASSISTANCE	291,766	291,766	0	29,177	29,177	0
SOMERTON ELEMENTARY ADJACENT WAYS	291,766	291,766	0	29,177	29,177	0
SOMERTON ELEMENTARY BUDGET OVERRIDE	291,766	291,766	0	29,177	29,177	0
SOMERTON ELEMENTARY BUDGET OVERRIDE (5501102)	291,766	291,766	0	29,177	29,177	0
SOMERTON ELEMENTARY DEBT SERVICE	291,766	291,766	0	29,177	29,177	0
SOMERTON ELEMENTARY M&O	291,766	291,766	0	29,177	29,177	0
SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA CAP OUTLAY	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)

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Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA O&M	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
STATE AID TO EDUCATION	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
STATE AID TO EDUCATION PRIMARY	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
TOWN OF WELLTON BUDGET OVERRIDE	218,256	218,256	0	21,826	21,826	0
TOWN OF WELLTON DEBT SERVICE	218,256	218,256	0	21,826	21,826	0
TOWN OF WELLTON PRIMARY	218,256	218,256	0	21,826	21,826	0
WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	218,256	218,256	0	21,826	21,826	0
WELLTON ELEMENTARY BUDGET OVERRIDE	218,256	218,256	0	21,826	21,826	0
WELLTON ELEMENTARY DEBT SERVICE	218,256	218,256	0	21,826	21,826	0
WELLTON ELEMENTARY M&O	218,256	218,256	0	21,826	21,826	0
YUMA COUNTY BUDGET OVERRIDE (5200001)	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
YUMA COUNTY DEBT SERVICE	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
YUMA COUNTY HOSPITAL DISTRICT	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
YUMA COUNTY LIBRARY DISTRICT	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	22,859,170	20,617,588	(2,241,582)	2,621,563	2,300,160	(321,403)
YUMA COUNTY LIBRARY FUND	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA COUNTY PEST ABATEMENT DISTRICT	1,371,837	1,371,837	0	137,184	137,184	0
YUMA COUNTY PRIMARY	26,683,101	24,121,434	(2,561,667)	3,089,592	2,723,240	(366,352)
YUMA COUNTY SECONDARY (5200001)	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA COUNTY SECONDARY	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA ELEM PRIMARY ADJ WAY	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
YUMA ELEM PRIMARY DISTRICT ADDITIONAL ASSISTANCE	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA ELEM PRIMARY O&M	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA ELEMENTARY ADDITIONAL ASSISTANCE	19,775,212	17,533,630	(2,241,582)	2,313,167	1,991,764	(321,403)
YUMA ELEMENTARY ADJACENT WAYS	19,775,212	17,533,630	(2,241,582)	2,313,167	1,991,764	(321,403)
YUMA ELEMENTARY BUDGET OVERRIDE	19,775,212	17,533,630	(2,241,582)	2,313,167	1,991,764	(321,403)
YUMA ELEMENTARY DEBT SERVICE (7500101)	19,775,212	17,533,630	(2,241,582)	2,313,167	1,991,764	(321,403)
YUMA ELEMENTARY M&O	19,775,212	17,533,630	(2,241,582)	2,313,167	1,991,764	(321,403)
YUMA ELEMENTARY SECONDARY	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA ELEMENTARY SECONDARY (7500101)	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA HOSPITAL DISTRICT	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA UNION ADDITIONAL ASSISTANCE	22,640,914	20,399,332	(2,241,582)	2,599,737	2,278,334	(321,403)
YUMA UNION ADJACENT WAYS	22,640,914	20,399,332	(2,241,582)	2,599,737	2,278,334	(321,403)
YUMA UNION BUDGET OVERRIDE	22,640,914	20,399,332	(2,241,582)	2,599,737	2,278,334	(321,403)
YUMA UNION DEBT SERVICE (7610301)	22,640,914	20,399,332	(2,241,582)	2,599,737	2,278,334	(321,403)
YUMA UNION HIGH SECONDARY	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA UNION HIGH SECONDARY (7610301)	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA UNION M&O	22,640,914	20,399,332	(2,241,582)	2,599,737	2,278,334	(321,403)
YUMA UNION PRIMARY ADJ WAYS	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA UNION PRIMARY DISTRICT ADDITIONAL ASSISTANCE	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)
YUMA UNION PRIMARY O&M	3,823,931	3,503,846	(320,085)	468,029	423,080	(44,949)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Totals

Tax Area	Original	Corrected	Difference
(1670101)	199.04	199.04	0.00
(1784201)	53.32	53.32	0.00
(1786501)	33.68	33.68	0.00
(2880101)	27.52	27.52	0.00
(2882701)	40.08	40.08	0.00
(2889801)	187.12	187.12	0.00
2890501	400.00	400.00	0.00
01053	2,749.04	2,326.92	(422.12)
01057	9,296.64	8,076.96	(1,219.68)
01080	1,404.72	1,298.20	(106.52)
01111	174,603.32	143,546.28	(31,057.04)
01113	102,731.44	94,523.52	(8,207.92)
01130	42,898.64	37,192.32	(5,706.32)
01141	871.44	811.40	(60.04)
01150R	122.00	0.00	(122.00)
01166	9,510.24	8,305.08	(1,205.16)
01196	4,355.04	3,728.40	(626.64)
11040	1,922.72	1,683.92	(238.80)
13051	3,890.36	3,475.40	(414.96)
13060	729.64	652.68	(76.96)
13069	12,920.08	11,367.92	(1,552.16)
13083	928.52	852.96	(75.56)
24059	2,046.52	1,862.72	(183.80)
32065	7,476.00	6,561.20	(914.80)
32067	6,640.12	5,859.16	(780.96)
Total	386,037.24	333,065.80	(52,971.44)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Type	Original	Corrected	Difference
Ad Valorem	385,096.48	332,125.04	(52,971.44)
Special Assessment	940.76	940.76	0.00
Total	386,037.24	333,065.80	(52,971.44)

Tax Authority	Original	Corrected	Difference
0200001 - YUMA COUNTY PRIMARY	72,714.25	65,594.29	(7,119.96)
0200002 - STATE AID TO EDUCATION	6,555.38	5,945.16	(610.22)
0200002 - STATE AID TO EDUCATION PRIMARY	2,113.56	1,931.78	(181.78)
0300001 - MOBILE HOME RELOCATION FUND	0.00	0.00	0.00
0415201 - CITY OF SOMERTON PRIMARY	225.25	225.25	0.00
0415301 - TOWN OF WELLTON PRIMARY	0.00	0.00	0.00
0415401 - CITY OF YUMA PRIMARY	5,663.15	5,614.20	(48.95)
0415501 - CITY OF SAN LUIS PRIMARY	0.00	0.00	0.00
0500101 - YUMA ELEM PRIMARY O&M	8,560.70	7,824.45	(736.25)
0500101 - YUMA ELEMENTARY M&O	41,020.43	31,849.49	(9,170.94)
0500102 - YUMA ELEM PRIMARY DISTRICT ADDITIONAL ASSISTANCE	510.56	466.66	(43.90)
0500102 - YUMA ELEMENTARY ADDITIONAL ASSISTANCE	2,420.31	2,150.32	(269.99)
0500104 - YUMA ELEM PRIMARY ADJ WAY	0.00	0.00	0.00
0500104 - YUMA ELEMENTARY ADJACENT WAYS	0.00	0.00	0.00
0501101 - SOMERTON ELEMENTARY M&O	273.97	154.53	(119.44)
0501102 - SOMERTON ELEMENTARY ADDITIONAL ASSISTANCE	17.67	17.67	0.00
0501104 - SOMERTON ELEMENTARY ADJACENT WAYS	76.15	76.15	0.00
0501301 - CRANE ELEMENTARY M&O	2,313.82	1,254.00	(1,059.82)
0501302 - CRANE ELEMENTARY ADDITIONAL ASSISTANCE	185.23	185.23	0.00
0501304 - CRANE ELEMENTARY ADJACENT WAYS	0.00	0.00	0.00
0502401 - WELLTON ELEMENTARY M&O	401.42	309.28	(92.14)
0502402 - WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	27.04	27.04	0.00
0503201 - GADSDEN ELEMENTARY M&O	2,461.26	1,613.38	(847.88)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Authority	Original	Corrected	Difference
0503202 - GADSDEN ELEMENTARY ADDITIONAL ASSISTANCE	105.16	105.16	0.00
0503204 - GADSDEN ELEMENTARY ADJACENT WAYS	451.29	451.29	0.00
0610101 - ANTELOPE UNION M&O	354.54	262.88	(91.66)
0610102 - ANTELOPE UNION ADDITIONAL ASSISTANCE	8.99	8.99	0.00
0610301 - YUMA UNION M&O	42,427.57	31,565.78	(10,861.79)
0610301 - YUMA UNION PRIMARY O&M	9,312.44	8,511.53	(800.91)
0610302 - YUMA UNION ADDITIONAL ASSISTANCE	3,928.47	3,532.79	(395.68)
0610302 - YUMA UNION PRIMARY DISTRICT ADDITIONAL ASSISTANCE	625.37	571.58	(53.79)
0610304 - YUMA UNION ADJACENT WAYS	2,453.69	2,202.08	(251.61)
0610304 - YUMA UNION PRIMARY ADJ WAYS	326.34	298.27	(28.07)
0815001 - ARIZONA WESTERN M&O	52,026.08	46,821.22	(5,204.86)
0815001 - ARIZONA WESTERN PRIMARY O&M	10,330.80	9,442.29	(888.51)
0815002 - ARIZONA WESTERN PRIMARY UNEX PLANT	0.00	0.00	0.00
0815002 - ARIZONA WESTERN UNEXPENDED PLANT	0.00	0.00	0.00
1069901 - YUMA COUNTY HOSPITAL DISTRICT	1,508.17	1,350.48	(157.69)
1069901 - YUMA HOSPITAL DISTRICT	0.00	0.00	0.00
1120701 - MARTINEZ LAKE FIRE DISTRICT	51,154.25	43,183.56	(7,970.69)
1190001 - COUNTY FIRE DISTRICT ASSISTANCE	97.19	87.45	(9.74)
1190001 - FIRE DISTRICT ASSISTANCE FUND	0.00	0.00	0.00
1388401 - BIENESTAR 8A & 8B SLID	102.82	102.82	0.00
1389301 - FRONTERA ESTATES #2 SLID	153.66	153.66	0.00
1490001 - YUMA COUNTY LIBRARY DISTRICT	16,535.88	14,879.60	(1,656.28)
1490001 - YUMA COUNTY LIBRARY FUND	3,105.08	2,838.02	(267.06)
1490002 - LIBRARY FUND - DEBT SERVICE	1,124.37	1,027.65	(96.72)
1490002 - YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	5,392.01	4,854.48	(537.53)
1582601 - FLOOD ZONE #1 (YUMA VALLEY)	0.00	0.00	0.00
1582701 - FLOOD ZONE #2 (4TH AVE TO E MAIN CANAL)	0.00	0.00	0.00
1582901 - COUNTY FLOOD CONTROL DISTRICT	5,137.68	4,633.16	(504.52)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Authority	Original	Corrected	Difference
1582901 - FLOOD CONTROL DISTRICT	1,119.72	1,023.48	(96.24)
1670101 - YUMA-MESA IRRIGATION DISTRICT	199.04	199.04	0.00
1784201 - VILLA CORDOVA IWDD	53.32	53.32	0.00
1786501 - COUNTRY ROADS RV VILLAGE IWDD	33.68	33.68	0.00
1971001 - YUMA COUNTY PEST ABATEMENT DISTRICT	200.30	200.30	0.00
2880101 - DESERT GROVE MOBILE ESTATES	27.52	27.52	0.00
2882701 - DEL ORO MOBILE ESTATES	40.08	40.08	0.00
2889301 - MESA DEL SOL	205.89	205.89	0.00
2889801 - FOOTHILLS MOBILE ESTATES #26	187.12	187.12	0.00
2890501 - MARTINEZ LAKE RESORT #1	300.00	300.00	0.00
2890501 - MARTINEZ LAKE RESORT UNIT 1	100.00	100.00	0.00
3000101 - S.T.E.D.Y. M&O	962.05	865.13	(96.92)
3000101 - SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA O&M	116.65	106.62	(10.03)
3000102 - S.T.E.D.Y. ADDITIONAL ASSISTANCE	265.26	239.33	(25.93)
3000102 - SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA CAP OUTLAY	114.80	104.92	(9.88)
3102101 - BIENESTAR 8A & 8B EMSD	572.51	572.51	0.00
3102901 - FRONTERA ESTATES #2 EMSD	681.03	681.03	0.00
3104501 - DRIFTWOOD RANCH #1 & 2 EMSD	255.03	243.00	(12.03)
3104601 - LIVINGSTON RANCH #2 EMSD	88.22	88.22	0.00
3200201 - BIENESTAR 8A & 8B CFD	0.00	0.00	0.00
3200401 - LINKS AT COYOTE WASH PHASE III & IV CFD (2005-1)	50.18	50.18	0.00
5200001 - YUMA COUNTY BUDGET OVERRIDE (5200001)	0.00	0.00	0.00
5200001 - YUMA COUNTY SECONDARY (5200001)	0.00	0.00	0.00
5415201 - CITY OF SOMERTON BUDGET OVERRIDE	0.00	0.00	0.00
5415301 - TOWN OF WELLTON BUDGET OVERRIDE	0.00	0.00	0.00
5415401 - CITY OF YUMA BUDGET OVERRIDE	0.00	0.00	0.00
5415501 - CITY OF SAN LUIS BUDGET OVERRIDE	0.00	0.00	0.00
5500101 - YUMA ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Authority	Original	Corrected	Difference
5500101 - YUMA ELEMENTARY SECONDARY	0.00	0.00	0.00
5501101 - SOMERTON ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5501102 - SOMERTON ELEMENTARY BUDGET OVERRIDE (5501102)	73.98	73.98	0.00
5501301 - CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	0.00	0.00	0.00
5501302 - CRANE ELEMENTARY BUDGET OVERRIDE	754.28	754.28	0.00
5502401 - WELLTON ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5503201 - GADSDEN ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5610101 - ANTELOPE UNION HIGH BUDGET OVERRIDE	0.00	0.00	0.00
5610301 - YUMA UNION BUDGET OVERRIDE	0.00	0.00	0.00
5610301 - YUMA UNION HIGH SECONDARY	0.00	0.00	0.00
5815001 - ARIZONA WESTERN BUDGET OVERRIDE	0.00	0.00	0.00
5815001 - ARIZONA WESTERN COMMUNITY COLLEGE	0.00	0.00	0.00
6200001 - YUMA COUNTY DEBT SERVICE	0.00	0.00	0.00
6200001 - YUMA COUNTY SECONDARY	0.00	0.00	0.00
6415201 - CITY OF SOMERTON DEBT SERVICE	0.00	0.00	0.00
6415301 - TOWN OF WELLTON DEBT SERVICE	0.00	0.00	0.00
6415401 - CITY OF YUMA DEBT SERVICE	0.00	0.00	0.00
6415501 - CITY OF SAN LUIS DEBT SERVICE	0.00	0.00	0.00
6815006 - AWC DEBT SERVICE SERIES 2014	5,928.01	5,337.15	(590.86)
6815006 - AWC G.O. REFUNDING BONDS SERIES 2014	1,228.52	1,122.86	(105.66)
6815007 - AWC DEBT SERVICE SERIES 2014A	1,050.85	946.14	(104.71)
6815007 - AWC G.O. REFUNDING BONDS SERIES 2014A	219.41	200.54	(18.87)
6815008 - AWC DEBT SERVICE SERIES 2016	584.56	526.33	(58.23)
6815008 - AWC G.O. DEBT SERVICE SERIES 2016	122.66	112.12	(10.54)
7500101 - YUMA ELEMENTARY DEBT SERVICE (7500101)	6,302.48	5,579.55	(722.93)
7500101 - YUMA ELEMENTARY SECONDARY (7500101)	1,171.58	1,070.81	(100.77)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 07/17/2023 to 07/17/2023

Tax Authority	Original	Corrected	Difference
7501101 - SOMERTON ELEMENTARY DEBT SERVICE	0.00	0.00	0.00
7501301 - CRANE ELEMENTARY DEBT SERVICE	535.09	535.09	0.00
7502401 - WELLTON ELEMENTARY DEBT SERVICE	0.00	0.00	0.00
7503201 - GADSDEN ELEMENTARY DEBT SERVICE	822.65	822.65	0.00
7610101 - ANTELOPE UNION DEBT SERVICE	20.30	20.30	0.00
7610301 - YUMA UNION DEBT SERVICE (7610301)	7,600.61	6,830.08	(770.53)
7610301 - YUMA UNION HIGH SECONDARY (7610301)	1,847.86	1,688.93	(158.93)
9000101 - S.T.E.D.Y. SECONDARY	0.00	0.00	0.00
9000101 - SOUTHWEST TECHNICAL EDUCATION DISTRICT OF YUMA	0.00	0.00	0.00
Total	386,037.24	333,065.80	(52,971.44)

AIR-12225**Consent Calendar 2.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Accounts Payable Demands and Payroll**Submitted By:** Gilberto Villegas**Prepared by:** Leslie Lopez**Department:** Financial Services**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

Financial Services: Approve the Accounts Payable Demands disbursed in the amount of \$5,983,692.60 and Payroll in the amount of \$1,967,172.38 during the period of June 14, 2023 through June 23, 2023. (A detailed listing of Accounts Payable Demands is available for review from the agenda packet on the web at: <https://www.yumacountyaz.gov/government/board-of-supervisors/meetings>.) (Payroll data is available via a Request For Public Records submitted to the Office of the Yuma County Clerk of the Board of Supervisors. Request form is available on the web at: <https://www.yumacountyaz.gov/government/county-administrator>.)

2. SUMMARY:

The listings detail vendor demands disbursed as authorized by various departments for the period of June 14, 2023 through June 23, 2023.

3. RECOMMENDED MOTION:

Approve the Accounts Payable Demands disbursed in the amount of \$5,983,692.60 and Payroll in the amount of \$1,967,172.38 during the period of June 14, 2023 through June 23, 2023.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/7/23

Fiscal Impact**Attachments**

Signature Form

Accounts Payable-1

Accounts Payable-2

Housing-1

Housing-2

Yuma County

On June 23, 2023 total Accounts Payable Warrants (56137303-56137612), and Payroll Warrants (55541806-55541809) and Housing (31702-31726,81619-81620) and AP E-Payments (9005-9156)

DATE	TYPE	WARRANTS TOTAL
6/14/2023	Accounts Payable	2,923,213.88 56137303-56137467
6/23/2023	Accounts Payable	2,054,197.83 56137468-56137612
6/16/2023	Payroll	1,967,172.38 55541806-55541809
	Housing	
6/16/2023	AP's Checks	278.92 31702
6/16/2023	AP's Checks	62,863.38 31703-31715
6/21/2023	AP's Checks	65,535.09 31716-31726
6/16/2023	Sec 8 Checks	332.00 81619-81620
6/16/2023	AP E-Payments	143,004.60 9005-9063
6/23/2023	AP E-Payments	863,276.29 9064-9156
	TOTAL	8,079,874.37

Jonathan W. Lines

Marco (Tony) Reyes

Darren R. Simmons

Lynne Pancrazi

Martin Porchas

Attest:

 IAN McGAUGHEY

County Administrator/Clerk of Board
Yuma County, Arizona



YUMA PL

Payables Payment Register

Report Date 6/14/23 10:33 PM

Report Parameters			
Business Unit	YUMA COUNTY BU		
From Payment Date	6/13/23	To Payment Date	6/16/23
Display Supplier Address	No		
Payment Type	All		



YUMA PL

Payables Payment Register

Report Date 6/14/23 10:33 PM

Page 1 of 10

Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD
Payment Document AP Vendor E-Pay

Branch Yuma-021000021
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
9005	6/16/23	Aust, Marla	OFFICE	872.00			Negotiable
9006	6/16/23	Ballos, Erin O	EFT - OFFICE	268.09			Negotiable
9007	6/16/23	Blackwell, Jeffrey A	OFFICE	335.04			Negotiable
9008	6/16/23	Butcher, Ryan C	OFFICE	25.51			Negotiable
9009	6/16/23	Christophel, Kyle T	OFFICE	102.87			Negotiable
9010	6/16/23	EM Hale Law PLLC	EFT - PO BOX 2137	2,567.00			Negotiable
9011	6/16/23	Fricke, Kelly L	OFFICE	503.83			Negotiable
9012	6/16/23	Frost, Olympia	OFFICE	323.40			Negotiable
9013	6/16/23	Gary Lee Goodwill	EFT - 4481 E COUNTY	2,346.25			Negotiable
9014	6/16/23	Gunderson, Brent L	OFFICE	235.96			Negotiable
9015	6/16/23	Gust Rosenfeld PLC	EFT - ONE EAST WASHIN	1,455.00			Negotiable
9016	6/16/23	Hunter, Nathan H	OFFICE	102.87			Negotiable
9017	6/16/23	Jones, Delisa A	OFFICE	504.81			Negotiable
9018	6/16/23	Julie Knowlton	EFT - 2489 S 31ST DRI	175.00			Negotiable
9019	6/16/23	Julie M McDonald PC	EFT - 202 SOUTH FIRS	4,200.00			Negotiable
9020	6/16/23	Latibule Counseling PLLC	281 W 24TH STRE	840.00			Negotiable
9021	6/16/23	Law Office of Heather C Vinci PLLC	EFT - 202 S FIRST AVE	13,600.00			Negotiable
9022	6/16/23	Luis Rodriguez Alvarez	EFT - PO BOX 7012	96.94			Negotiable
9023	6/16/23	Mendez, Lisa J	OFFICE	504.81			Negotiable
9024	6/16/23	Pacific Office Automation Inc	EFT - 14747 NW GREENB	59.13			Negotiable
9025	6/16/23	Porchas, Martin	OFFICE	500.65			Negotiable
9026	6/16/23	Romero, Jose A	OFFICE	102.21			Negotiable
9027	6/16/23	Two Tails Aquatics & Tank Maintenance	1731 SOUTH NAPL	150.00			Negotiable
9028	6/16/23	Weede, Darci D	EFT - OFFICE	248.74			Negotiable
9029	6/16/23	Weeks, Jeffrey L	OFFICE	200.57			Negotiable



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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD

Branch Yuma-021000021
Bank Account Currency USD

9030	6/16/23	Wilmot, Leon N	OFFICE	640.00		Negotiable
9031	6/16/23	Fruth Group	EFT - 3220 E. HARBOUR	3,157.95		Negotiable
9032	6/16/23	Kim G Devou	EFT - 699 CR K	7,000.00		Negotiable
9033	6/16/23	Adrian Joseph Estrada	EFT - 3951 S Tillman Way	1,920.00		Negotiable
9034	6/16/23	Oswaldo Rodriguez	Office	325.00		Negotiable
9035	6/16/23	Meridian Engineering Company	EFT - 3855 N Business Center Dr	72,000.00		Negotiable
9036	6/16/23	Luis Serrano	Office	75.00		Negotiable
9037	6/16/23	Erlinda Pauline Lee	EFT - 4713 W 29th Street	985.00		Negotiable
9038	6/16/23	United Consulting LLC	EFT - P.O. Box 6917	768.75		Negotiable
9039	6/16/23	Wyman, Tiffany	EFT - 2460 S. Engler Avenue	3,792.50		Negotiable
9040	6/16/23	EM Hale Law PLLC	EFT - 8717 Fletcher Parkway 648	1,137.00		Negotiable
9041	6/16/23	Rios, Patricia	EFT - 2295 W 22nd Pl	607.50		Negotiable
9042	6/16/23	Kimberly Bennett Minner	EFT - 1514 W. Santa Maria Way	2,802.50		Negotiable
9043	6/16/23	Rene Garcia Jr.	EFT-Office	102.87		Negotiable
9044	6/16/23	Mitherand Nya Seuwa	4316 W 27th Ln	4,800.00		Negotiable
9045	6/16/23	Canon Financial Services	EFT - 14904 Collections Center Drive	268.66		Negotiable
9046	6/16/23	Eliza Johnson	OFFICE	237.06		Negotiable
9047	6/16/23	Betsaida Gomez	EFT - OFFICE	18.75		Negotiable
9048	6/16/23	Stephanie Torres	Office	25.63		Negotiable
9049	6/16/23	Adrianna De La Vara	EFT - 3649 W 36th St	330.00		Negotiable
9050	6/16/23	Jazmine Gutierrez Calderon	EFT - PO Box 4196	990.00		Negotiable
9051	6/16/23	Caleb Porter	EFT - OFFICE	172.84		Negotiable



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9052	6/16/23	Fiordaliso Baez	EFT - 1159 S Brahma Lane	4,207.50			Negotiable
9053	6/16/23	White Cap, LP	EFT - P.O. Box 6040	987.35			Negotiable
9054	6/16/23	Joshua Sanchez	EFT - office	345.00			Negotiable
9055	6/16/23	Margarita Gamboa	EFT - OFFICE	30.00			Negotiable
9056	6/16/23	Gabriel Madrid	EFT - 7576 N Mona Lisa	640.00			Negotiable
9057	6/16/23	John Conor Klupar	EFT - 13025 NW Pioneer Rd	640.00			Negotiable
9058	6/16/23	Jose Rojas	EFT-Office	102.87			Negotiable
9059	6/16/23	County of Yuma	REVOLVING ACCT	837.36			Negotiable
9060	6/16/23	County of Yuma	REVOLVING ACCT	687.50			Negotiable
9061	6/16/23	Over Drive Inc	EFT - PO BOX 72117	1,906.18			Negotiable
9062	6/16/23	Over Drive Inc	EFT - PO BOX 72117	11.96			Negotiable
9063	6/16/23	US Bankcorp Business Equipment Finance	EFT - PO BOX 790448	131.19			Negotiable

 Total for Payment AP Vendor E-Pay 143,004.60
0.00

 Total for Payment Currency USD 143,004.60
0.00



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Branch Yuma-122100024
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
56137303	6/14/23	AB Med Southwest, LLC	7455 Arroyo Crossing Pkwy, Suite 220 - #1063	14,400.00			Negotiable
56137304	6/14/23	Accountable Healthcare Staffing, Inc.	PO Box 732800	9,520.00			Negotiable
56137305	6/14/23	Advent Electric Inc	GILBERT, AZ	1,254.19			Negotiable
56137306	6/14/23	American Pavement Preservation LLC	4725 E CARTIER	1,119,164.88			Negotiable
56137307	6/14/23	Anacristina Martinez	816 W Cactus Drive	8.18			Negotiable
56137308	6/14/23	Antonio Monzon	1181 S 24th Drive	7.98			Negotiable
56137309	6/14/23	Arizona Behavioral Health Specialists L	7330 N 16TH ST	500.00			Negotiable
56137310	6/14/23	Arizona Counties Insurance Pool	PHOENIX AZ	7,982.58			Negotiable
56137311	6/14/23	Arizona Public Service	PO Box 37812	10,178.08			Negotiable
56137313	6/14/23	Arizona Public Service	ID PO BOX 37812	13,001.37			Negotiable
56137314	6/14/23	ASPC - Inmate Supervision	PO Box 8909	2,461.60			Negotiable
56137315	6/14/23	Autopsy and Forensic Services Inc	2276 W PERIWINK	240.50			Negotiable
56137316	6/14/23	Avertest LLC	P.O. Box 791789	13,207.00			Negotiable
56137317	6/14/23	B&W Fire Security Systems LLC	8544 E Eastridge Drive	1,450.00			Negotiable
56137318	6/14/23	Bankcard Center	SALT LAKE CITY	450.18			Negotiable
56137319	6/14/23	Bankcard Center	SALT LAKE CITY	63,805.23			Negotiable
56137320	6/14/23	Bankcard Center	SALT LAKE CITY	760.00			Negotiable
56137321	6/14/23	BiblioCommons Corp	119 SPADINA AVE	81,994.74			Negotiable
56137322	6/14/23	Bingham Auto and Truck Parts	1655 S COUNTRY	899.52			Negotiable
56137323	6/14/23	Brianda Fonseca	PO Box 6952	175.00			Negotiable
56137324	6/14/23	Bruce Yancey Law Office, P. A.	836 W 35th St	3,000.00			Negotiable
56137325	6/14/23	C and D Disposal	BOX 7096	385.26			Negotiable
56137326	6/14/23	Canyon State Water	1931 S ARIZONA	912.50			Negotiable



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Bank JP Morgan Chase
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Branch Yuma-122100024
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56137327	6/14/23	Cardinal Health 110, LLC	PO Box 56412	529.70		Negotiable
56137328	6/14/23	CenturyLink	PO BOX 91155	1,037.93		Negotiable
56137329	6/14/23	Charter Communications	PO BOX 60074	6,061.00		Negotiable
56137330	6/14/23	Church for the City	3726 E COUNTY 1	100.00		Negotiable
56137331	6/14/23	City of Yuma	UTILITIES	1,708.55		Negotiable
56137332	6/14/23	City of Yuma	PHOENIX, AZ	885.28		Negotiable
56137333	6/14/23	Clerk of The Superior Court	250 W. 2nd Street, Ste B	22,683.64		Negotiable
56137334	6/14/23	Coast to Coast Computer Products Inc	4277 VALLEY FAI	56.35		Negotiable
56137335	6/14/23	Copper State Bolt and Nut Company	PO BOX 29650 De	60.05		Negotiable
56137336	6/14/23	County of Yuma	PC YCSO	276.02		Negotiable
56137337	6/14/23	County of Yuma	PC YCSO	9.92		Negotiable
56137338	6/14/23	County of Yuma	JUV CRT PC - IG	259.86		Negotiable
56137339	6/14/23	County of Yuma	PC YCSO	70.00		Negotiable
56137340	6/14/23	County of Yuma - General Fund	PAYROLL USE	103.00		Negotiable
56137341	6/14/23	CR Welding	6332 E 46th PI	4,750.00		Negotiable
56137342	6/14/23	CRS Technologies LLC	PO BOX 2942	160.20		Negotiable
56137343	6/14/23	CXtec	PO BOX 5211	1,877.37		Negotiable
56137344	6/14/23	DataBank IMX LLC	PO BOX 829878	3,327.93		Negotiable
56137345	6/14/23	Denise Avila Taylor	2440 W 28th St	4,500.00		Negotiable
56137346	6/14/23	Desert Water Store Inc	YUMA, AZ	59.60		Negotiable
56137347	6/14/23	Desert Wildlife Presentations	340 W CALLE ROS	3,000.00		Negotiable
56137348	6/14/23	Desert Wildlife Presentations	340 W CALLE ROS	2,000.00		Negotiable
56137349	6/14/23	Don Peterson Engineers Inc	YUMA, AZ	966,160.69		Negotiable
56137350	6/14/23	DPair Development LLC	PO BOX 2988	9,491.00		Negotiable
56137351	6/14/23	DPair Development LLC	PO BOX 2988	11,922.00		Negotiable
56137352	6/14/23	DPair Development LLC	PO BOX 2988	1,300.00		Negotiable
56137353	6/14/23	Ed Whiteheads Tire	965 S. 4TH AVE	347.24		Negotiable
56137354	6/14/23	Eva M. Navarro	242 S 15th Ave	23.98		Negotiable
56137355	6/14/23	FASTER Asset Solutions	TT FASTER - CID 253	10,230.75		Negotiable
56137356	6/14/23	FedEx	PITTSBURGH, PA	13.47		Negotiable



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56137357	6/14/23	Foothills Utilities	13157 E 44th St	131.33		Negotiable
56137358	6/14/23	Francisco Garcia	Po Box 200325	25.92		Negotiable
56137359	6/14/23	Fulton Distributing	53-603 POLK	751.39		Negotiable
56137360	6/14/23	Gadsden Water Company	SOMERTON, AZ	216.76		Negotiable
56137361	6/14/23	Gary A. Hales	11802 Mohawk	224.94		Negotiable
56137362	6/14/23	GCI Construction and Inspections LLC	1305 E COUNTY 1	37,358.45		Negotiable
56137363	6/14/23	GreatAmerica Leasing Corporation	PO BOX 660831	140.73		Negotiable
56137364	6/14/23	Gurstel Law Firm PC	LAW FIRM	229.69		Negotiable
56137365	6/14/23	Gustavo A. Arellano Jacobo	1752 W 24th Lane	16.00		Negotiable
56137366	6/14/23	Harris Environmental Group Inc	650 NORTH 6TH A	4,545.00		Negotiable
56137367	6/14/23	Inland Kenworth, (US) Inc.	PO Box 840769	523.47		Negotiable
56137368	6/14/23	Jannelle Elizalde	7097 E 36th Place	19.97		Negotiable
56137369	6/14/23	Jerry W Cook	1309 W PARKWAY	100.00		Negotiable
56137370	6/14/23	Jorge Olmedo Cuevas	7507 E 26th Place	16.00		Negotiable
56137371	6/14/23	Jury Systems Inc	1985 YOSEMITE A	8,989.00		Negotiable
56137372	6/14/23	Kalil Bottling Company	TUCSON, AZ	1,587.00		Negotiable
56137373	6/14/23	Kanopy	PO Box 72357	838.00		Negotiable
56137374	6/14/23	Kathleen Abbott	561 Murray Drive	57.16		Negotiable
56137375	6/14/23	Keller and Heckman LLP	1001 G Street, NW, Suite 500W	2,137.50		Negotiable
56137376	6/14/23	Keng Lim	11838 S Rural Road	150.00		Negotiable
56137377	6/14/23	Language Line Services Inc	DALLAS TX	223.31		Negotiable
56137378	6/14/23	Laundry & Cleaners Equipment	320 SOUTH 25TH	18,995.86		Negotiable
56137379	6/14/23	Law Office of Barry Olsen, PLLC	101 E. 2nd Street	32.00		Negotiable
56137380	6/14/23	Leaf	PO BOX 5066	101.35		Negotiable
56137381	6/14/23	Legacy Language, Ltd.	418 Ravenwood Road	600.00		Negotiable
56137382	6/14/23	Lionor J Gomez	861 W CALLE EST	925.60		Negotiable



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56137383	6/14/23	Los Angeles Truck Centers, LLC	PO Box 101284	1,219.98			Negotiable
56137384	6/14/23	Maria R Shipp	645 S. 9th Avenue	16.36			Negotiable
56137385	6/14/23	Maricopa County	Dept of Public Health	68.49			Negotiable
56137386	6/14/23	Michael Baker International Inc	P.O. BOX 536408	5,830.00			Negotiable
56137387	6/14/23	Michael Ray Stevens	13345 E 45th St	38.40			Negotiable
56137388	6/14/23	Midwest Tape	P.O. Box 715733	11,402.86			Negotiable
56137389	6/14/23	Miriam Galindo-Garcia	2865 S. 48th Drive	2,047.50			Negotiable
56137390	6/14/23	Mission Square Retirement	P.O. Box 219320 - 705581	390.00			Negotiable
56137391	6/14/23	Mission Square Retirement	P.O. Box 219320 - 305601	1,710.00			Negotiable
56137392	6/14/23	National Association for Court Manageme	WILLIAMSBURG VA	25.00			Negotiable
56137393	6/14/23	National Association for Court Manageme	WILLIAMSBURG VA	125.00			Negotiable
56137394	6/14/23	National Pen Company	DALLAS, TX	345.21			Negotiable
56137395	6/14/23	Navy Federal Credit Union	3101 N CENTRAL	148.34			Negotiable
56137396	6/14/23	Nazar Matte	2550 S Virginia Drive Office	120.06			Negotiable
56137397	6/14/23	Nicklaus Engineering Inc	1851 W 24th Str	2,250.00			Negotiable
56137398	6/14/23	Nicklaus Engineering Inc	1851 W 24th Str	1,710.00			Negotiable
56137399	6/14/23	Nina Donahue	10160 E 33rd Place	12.99			Negotiable
56137400	6/14/23	Northend Auto Parts Inc	PO BOX 648	997.12			Negotiable
56137401	6/14/23	NRG Industrial Electrical Services LLC	242 E 30th Street	3,338.27			Negotiable
56137402	6/14/23	Oana Niculae	2200 W San Angelo St Apt 1127	320.00			Negotiable
56137403	6/14/23	Oklahoma Centralized Support Registry	BOX 268808	94.79			Negotiable
56137404	6/14/23	Pheobe Desposito	401 S. 16th Ave	450.00			Negotiable
56137405	6/14/23	Pilkington Construction Company Inc	PILKINGTON CONS	205,722.41			Negotiable
56137406	6/14/23	Pinal County Arizona	PO BOX 2728	16,524.00			Negotiable



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56137407	6/14/23	Pinnacle Medical Group, AZ P.C.	4343 E 31st Place	265.00		Negotiable
56137408	6/14/23	PKC Enterprises Inc	PO BOX 4789	16.50		Negotiable
56137409	6/14/23	Polar Cooling	2734 E. 14TH ST	8,184.00		Negotiable
56137410	6/14/23	Polaris Pharmacy Services of Warrington	Po Box 26075	22,720.23		Negotiable
56137411	6/14/23	Positive Promotions Inc	BOX 11537	897.35		Negotiable
56137412	6/14/23	Priscilla Gunderson	13771 E 45TH ST	1,200.00		Negotiable
56137413	6/14/23	PU Septic Service Inc	YUMA, AZ	18.00		Negotiable
56137414	6/14/23	Putnam Investments	BOX 219697	40.00		Negotiable
56137415	6/14/23	Quadient Finance USA Inc	PO BOX 6813	4,000.00		Negotiable
56137416	6/14/23	R&A Master Upholstery	1435 S 3rd Ave	4,490.50		Negotiable
56137417	6/14/23	Right Now Towing	1242 W 18TH STR	367.18		Negotiable
56137418	6/14/23	River Ranch Mobile Home Park	PO BOX 128	23.98		Negotiable
56137419	6/14/23	Rosa M. Bonilla	646 Terrace St	7.98		Negotiable
56137420	6/14/23	RWC International, LTD	600 N. 75th Ave	433.54		Negotiable
56137421	6/14/23	Ryberto Investments LLC	1700 S 1ST AVEN	73.34		Negotiable
56137422	6/14/23	Safety and Security Management Service	2045 S 14TH AVE	4,972.00		Negotiable
56137423	6/14/23	Sierra Estrellas Emergency Physicians L	PO BOX 99035	110.46		Negotiable
56137424	6/14/23	Simpliverified LLC	1192 E Draper Parkway #232	698.00		Negotiable
56137425	6/14/23	Simply Mobile X Ray Inc	3661 W 12TH LAN	2,178.28		Negotiable
56137426	6/14/23	Southwestern Eye Center Ltd	MSC NO 621 PO B	188.72		Negotiable
56137427	6/14/23	Sparkletts	PO BOX 660579	479.60		Negotiable
56137428	6/14/23	Specialty Underwriters LLC	9667 SOUTH 20TH	3,729.00		Negotiable
56137429	6/14/23	Specialty Underwriters LLC	9667 SOUTH 20TH	857.00		Negotiable
56137430	6/14/23	Stanley & Ellen Hendricksen	Po Box 267	48.78		Negotiable
56137431	6/14/23	Starchip Repairs LLC	3762 W 5th St Lot 18	50.00		Negotiable
56137432	6/14/23	State of California	W SACRAMENTO	805.37		Negotiable
56137433	6/14/23	State of Ohio	BOX 182394	279.91		Negotiable



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56137434	6/14/23	State of Wyoming	2300 CAPITOL AV	209.78		Negotiable
56137435	6/14/23	Supreme Builders LLC	13198 S 27TH AV	7,242.00		Negotiable
56137436	6/14/23	T3AZ LLC	1700 S 1ST AVEN	73.74		Negotiable
56137437	6/14/23	Telephone Central LLC	YUMA, AZ	180.00		Negotiable
56137438	6/14/23	The Amistad Clinic PLLC	100 E 24TH ST S	622.00		Negotiable
56137439	6/14/23	The Master's Touch LLC	1405 N ASH ST	2,945.15		Negotiable
56137440	6/14/23	Timekeeping Systems Inc	SOLOH OHIO	395.00		Negotiable
56137441	6/14/23	Tina Nichole Cox	14799 E 54th St	1,750.00		Negotiable
56137442	6/14/23	Town of Wellton	WELLTON, AZ	115.24		Negotiable
56137443	6/14/23	Trinity Services Group Inc	PO BOX 748399	50,618.74		Negotiable
56137444	6/14/23	UniFirst Corporation	PO Box 650481	45.29		Negotiable
56137445	6/14/23	United Janitorial Supply Inc	YUMA, AZ	1,127.38		Negotiable
56137446	6/14/23	United States	IRS PO BOX 1235	125.00		Negotiable
56137447	6/14/23	United States Treasury	Ogden, UT 84201-0009	4,907.61		Negotiable
56137448	6/14/23	Verizon	DALLAS TX	1,103.62		Negotiable
56137449	6/14/23	Veronica Betancourt	Office	914.00		Negotiable
56137450	6/14/23	Victor H. Covarrubias	2503 S 17th Ave	7.98		Negotiable
56137451	6/14/23	Virginia Manor LLC	1700 S 1ST AVEN	57.34		Negotiable
56137452	6/14/23	Voiance Language Services LLC	PO BOX 74008101	50.47		Negotiable
56137453	6/14/23	Walmart	PO BOX 60506	24.16		Negotiable
56137454	6/14/23	Wellpath LLC	PO BOX 842750	26,111.55		Negotiable
56137455	6/14/23	Wells Fargo Bank	4645 N 32nd St, Suite A-150	415.96		Negotiable
56137456	6/14/23	Wellton Mohawk Irrigation and Drainage	WELLTON, AZ	283.68		Negotiable
56137457	6/14/23	West Group	CAROL STREAM IL	426.62		Negotiable
56137458	6/14/23	Western Sky Aviation LLC	7305 E Greenway Road	24,750.00		Negotiable
56137459	6/14/23	YCMIK PLLC	1325 W 16th Street Suite 4	1,240.00		Negotiable
56137460	6/14/23	Yuma Attorney Service LLC	227 S 2nd Avenue, Suite A	750.00		Negotiable
56137461	6/14/23	Yuma Counseling Services PC	2189 S Avenue A	35.00		Negotiable
56137462	6/14/23	Yuma County Law Library	Office	44.62		Negotiable



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56137463	6/14/23	Yuma Nursery Supply	YUMA, AZ	83.38			Negotiable
56137464	6/14/23	Yuma Office Rental LLC	1700 S 1st Avenue Ste 200	33.36			Negotiable
56137465	6/14/23	Yuma Regional Medical Center	PO BOX 975559	5,663.04			Negotiable
56137466	6/14/23	Yuma Sun Inc	PO BOX 271	1,037.52			Negotiable
56137467	6/14/23	Zona Law Group PC	7701 E Indian School Rd Ste J	82.40			Negotiable

Total for Payment Warrants 81
2,923,213.88
0.00

Total for Payment Currency USD
2,923,213.88
0.00

Report Count
223

End of Report



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Report Parameters			
Business Unit	YUMA COUNTY BU		
From Payment Date	6/22/23	To Payment Date	6/23/23
Display Supplier Address	No		
Payment Type	All		



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Payables Payment Register

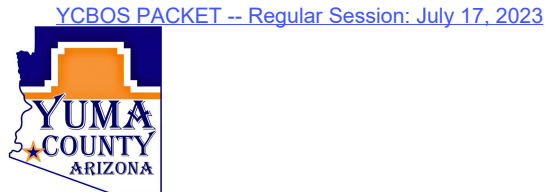
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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD
Payment Document AP Vendor E-Pay

Branch Yuma-021000021
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Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
9064	6/23/23	Tres Cuates, LLC	EFT - 2851 S. Avenue B, Suite 18	5,117.75			Negotiable
9065	6/23/23	Knopf, William S (Bill)	OFFICE	230.63			Negotiable
9066	6/23/23	McGaughey, Ian A	OFFICE	13.87			Negotiable
9067	6/23/23	Morales, Ricardo	OFFICE	138.00			Negotiable
9068	6/23/23	Padilla, Jose S	OFFICE	248.02			Negotiable
9069	6/23/23	Badilla, Tony C	EFT - OFFICE	434.33			Negotiable
9070	6/23/23	Ballos, Erin O	EFT - OFFICE	314.08			Negotiable
9071	6/23/23	Bill Alexander Ford Lincoln Mercury Inc	EFT - P.O. BOX 4550	175,357.34			Negotiable
9072	6/23/23	BlueCross BlueShield of Arizona	EFT - PO BOX 81049	434,166.26			Negotiable
9073	6/23/23	Booher, Stephanie K	EFT - OFFICE	168.00			Negotiable
9074	6/23/23	Brown, Bradford T	EFT - OFFICE	230.63			Negotiable
9075	6/23/23	Burreson, Kaitlin A	EFT - OFFICE	300.00			Negotiable
9076	6/23/23	Bustamante, Antonio D	OFFICE	230.63			Negotiable
9077	6/23/23	Byrd, Ryan M	OFFICE	345.00			Negotiable
9078	6/23/23	Castro Acosta, Alan H	EFT - OFFICE	138.00			Negotiable
9079	6/23/23	Castro, Paul E	OFFICE	384.85			Negotiable
9080	6/23/23	Dryer, Catherine S	OFFICE	345.00			Negotiable
9081	6/23/23	Dumyahn, Zachary J	OFFICE	154.22			Negotiable
9082	6/23/23	Fernando Estrada Counseling Services LL	YUMA, AZ	6,855.00			Negotiable
9083	6/23/23	Fox, William W	OFFICE	154.22			Negotiable
9084	6/23/23	Gazda, Matthew R	OFFICE	79.50			Negotiable
9085	6/23/23	Gilliland-Dorame, Erin T	OFFICE	152.00			Negotiable
9086	6/23/23	Gonzalez Jimenez, Claudia M	OFFICE	174.56			Negotiable
9087	6/23/23	Gonzalez, Alicia	OFFICE	1,800.00			Negotiable
9088	6/23/23	Guerrero E Edgar	OFFICE	362.39			Negotiable
9089	6/23/23	Guerrero, Juan M	OFFICE	112.14			Negotiable
9090	6/23/23	Hanna, Raymond A	OFFICE	191.84			Negotiable
9091	6/23/23	Haws, David M	OFFICE	280.12			Negotiable
9092	6/23/23	InnerBalance Therapeutics LLC	EFT - PO BOX 4425	9,420.00			Negotiable



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9093	6/23/23	Julie Knowlton	EFT - 2489 S 31ST DRI	535.00			Negotiable
9094	6/23/23	Katherine Pitotti	EFT - 10381 E. 39TH L	28.00			Negotiable
9095	6/23/23	Lehr, Jack B	OFFICE	152.00			Negotiable
9096	6/23/23	Magda Trujillo	EFT - 20 CALLE EL VIG	495.00			Negotiable
9097	6/23/23	Marcy, Dallin C	OFFICE	152.00			Negotiable
9098	6/23/23	Molina, Lynnette D	OFFICE	76.00			Negotiable
9099	6/23/23	Nelson, Roger A	OFFICE	174.56			Negotiable
9100	6/23/23	Nino, Ann F	OFFICE	76.00			Negotiable
9101	6/23/23	Pacific Office Automation Inc	EFT - 14747 NW GREENB	25.24			Negotiable
9102	6/23/23	Perez, Jose L	OFFICE	345.00			Negotiable
9103	6/23/23	Pouquette, Robyn	OFFICE	309.89			Negotiable
9104	6/23/23	Ramos, Cynthia	EFT - OFFICE	345.00			Negotiable
9105	6/23/23	Reeves, Mark W	OFFICE	174.56			Negotiable
9106	6/23/23	Rosemary Erin Farrar	EFT-1790 S 3RD AVE	145.41			Negotiable
9107	6/23/23	Sandoval, Carly M	EFT - OFFICE	135.77			Negotiable
9108	6/23/23	Santana, Lucero	OFFICE	345.00			Negotiable
9109	6/23/23	Shapiro, David M	OFFICE	154.22			Negotiable
9110	6/23/23	Soliz, Leticia M	OFFICE	400.00			Negotiable
9111	6/23/23	Sorenson, Nathaniel T	OFFICE	174.56			Negotiable
9112	6/23/23	State of Arizona - DOR	EFT - SALES/USE TAX	1,103.89			Negotiable
9113	6/23/23	Stewart, Gregory S	OFFICE	135.77			Negotiable
9114	6/23/23	Thomas, Kile S	OFFICE	228.00			Negotiable
9115	6/23/23	Tortora, Lawrence	OFFICE	180.39			Negotiable
9116	6/23/23	Trebilcock, Robert J	OFFICE	230.63			Negotiable
9117	6/23/23	Two Tails Aquatics & Tank Maintenance	1731 SOUTH NAPL	150.00			Negotiable
9118	6/23/23	Valenzuela, ReAnnon L	OFFICE	345.00			Negotiable
9119	6/23/23	Weede, Darci D	EFT - OFFICE	174.56			Negotiable
9120	6/23/23	White, Deborah L	OFFICE	345.00			Negotiable
9121	6/23/23	Zarate, Nery A	OFFICE	35.00			Negotiable
9122	6/23/23	Jillienne A Ankerstein	EFT - 5516 Noah Way	687.94			Negotiable



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9123	6/23/23	Rebecca M Ghiotto	EFT - 3570 W 21st Street	175.00			Negotiable
9124	6/23/23	Miguel A Sanchez	Office	191.84			Negotiable
9125	6/23/23	Edward T Gilligan	Office	345.00			Negotiable
9126	6/23/23	Derek Allen Fry	4155 S Navel Ave	268.09			Negotiable
9127	6/23/23	Cielo Trujillo	Office	79.50			Negotiable
9128	6/23/23	Kaitlin Marie Amos	Office	191.84			Negotiable
9129	6/23/23	United Consulting LLC	EFT - P.O. Box 6917	1,912.40			Negotiable
9130	6/23/23	West-Mark	EFT - PO Box 100	175,927.33			Negotiable
9131	6/23/23	Canon Financial Services	EFT - 14904 Collections Center Drive	1,210.45			Negotiable
9132	6/23/23	Robert Bleich	EFT - OFFICE	191.84			Negotiable
9133	6/23/23	Stephanie Ramirez	EFT-Office	860.00			Negotiable
9134	6/23/23	Cameron Curtis	EFT - OFFICE	86.50			Negotiable
9135	6/23/23	Alberto Jimenez	EFT - 12645 South Dorothy Drive	20,628.00			Negotiable
9136	6/23/23	White Cap, LP	EFT - P.O. Box 6040	314.66			Negotiable
9137	6/23/23	Paulina Paz	EFT - OFFICE	380.65			Negotiable
9138	6/23/23	Nohemy Echavarria	EFT - OFFICE	135.77			Negotiable
9139	6/23/23	Enrique Ledesma Lopez	EFT-Office	240.50			Negotiable
9140	6/23/23	Gabriel Madrid	EFT - 7576 N Mona Lisa	991.84			Negotiable
9141	6/23/23	John Conor Klupar	EFT - 13025 NW Pioneer Rd	991.84			Negotiable
9142	6/23/23	Brandon Raposo	EFT - 698 Reed Road	991.84			Negotiable
9143	6/23/23	Matthew Hansen	EFT-office	345.00			Negotiable
9144	6/23/23	Delia Zermeno	EFT-Office	154.22			Negotiable
9145	6/23/23	Maria Carranza	EFT-office	154.22			Negotiable
9146	6/23/23	Cecilia Felix	EFT-Office	154.22			Negotiable
9147	6/23/23	Matthew McKeown	EFT-Office	3,154.22			Negotiable
9148	6/23/23	Kenneth Bemis	EFT-Office	230.63			Negotiable
9149	6/23/23	Inez Felix	EFT-Office	152.00			Negotiable
9150	6/23/23	Jose Valtierra	EFT-Office	152.00			Negotiable



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9151	6/23/23	Kevin Blinn	EFT-Office	152.00			Negotiable
9152	6/23/23	Maria Veronica Leon Soto	EFT-Office	152.00			Negotiable
9153	6/23/23	County of Yuma	REVOLVING ACCT	670.98			Negotiable
9154	6/23/23	Over Drive Inc	EFT - PO BOX 72117	4,999.38			Negotiable
9155	6/23/23	US Bankcorp Business Equipment Finance	EFT - PO BOX 790448	164.78			Negotiable
9156	6/23/23	Arizona Supreme Court	EFT - 1501 W. Washington Suite 105	767.98			Negotiable

Total for Payment AP Vendor E-Pay 863,276.29

0.00

Total for Payment Currency USD 863,276.29

0.00



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Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
56137468	6/22/23	3M	PO BOX 844127	18,429.10			Negotiable
56137469	6/22/23	A.T. Pancrazi Insurance	350 W 16th St	50.00			Negotiable
56137470	6/22/23	Accountable Healthcare Staffing, Inc.	PO Box 732800	10,123.50			Negotiable
56137471	6/22/23	Advent Electric Inc	GILBERT, AZ	3,644.50			Negotiable
56137472	6/22/23	Angelica Diaz de Leon	8245 E OLIVE ANN	506.25			Negotiable
56137473	6/22/23	Arizona Auditor General	2910 N 44TH ST	17,000.00			Negotiable
56137474	6/22/23	Arizona Behavioral Health Specialists L	7330 N 16TH ST	2,600.00			Negotiable
56137475	6/22/23	Arizona Department of Public Safety	PO Box 18430	1,442.41			Negotiable
56137476	6/22/23	Arizona Medical Waste LLC	3017 N ROCKWELL	170.19			Negotiable
56137477	6/22/23	Arizona Public Defender Association	620 W Jackson Gary Kula	140.00			Negotiable
56137478	6/22/23	Arizona Public Service	ID PO BOX 37812	2,492.62			Negotiable
56137479	6/22/23	Arizona Public Service	PO Box 37812	2,828.51			Negotiable
56137480	6/22/23	Arizona Secretary of State	Notary Department	43.00			Negotiable
56137481	6/22/23	Arizona Western College	CAMPUS POLICE	3.80			Negotiable
56137482	6/22/23	ASPC - Yuma Inmate Labor	PO Box 8909	180.00			Negotiable
56137483	6/22/23	AT&T Mobility-CC	PO BOX 5085	3,403.50			Negotiable
56137484	6/22/23	Availity LLC	5555 GATE PARKW	20.00			Negotiable
56137485	6/22/23	B&W Fire Security Systems LLC	8544 E Eastridge Drive	1,450.00			Negotiable
56137486	6/22/23	Baker And Taylor Inc	ATLANTA, GA	15,569.67			Negotiable
56137487	6/22/23	Bingham Auto and Truck Parts	1655 S COUNTRY	293.75			Negotiable
56137488	6/22/23	Blackstone Publishing	PO BOX 21539	413.80			Negotiable
56137489	6/22/23	Brianda Fonseca	PO Box 6952	323.75			Negotiable
56137490	6/22/23	Brightly Software Inc.	PO Box 360717	7,971.96			Negotiable
56137491	6/22/23	C and D Disposal	BOX 7096	1,009.06			Negotiable
56137492	6/22/23	Campeinos Sin Fronteras	SOMERTON, AZ	2,234.21			Negotiable



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56137493	6/22/23	Center for Disease Detection LLC	11603 CROSSWIND	1,533.38		Negotiable
56137494	6/22/23	Center Point Large Print	THORNDIKE, ME	810.78		Negotiable
56137495	6/22/23	CenturyLink	PO BOX 91155	734.51		Negotiable
56137496	6/22/23	Chanel M Fitch-Kirkpatrick	PO Box 1748	581.92		Negotiable
56137497	6/22/23	Charter Communications	PO BOX 60074	862.72		Negotiable
56137498	6/22/23	Chicago Title Insurance Company, Yuma T	170 WEST 16TH S	347.00		Negotiable
56137499	6/22/23	City of San Luis	PO BOX 3750	1,622.18		Negotiable
56137500	6/22/23	City of Yuma	POLICE - MAIN	4.65		Negotiable
56137501	6/22/23	Claudia Crockett	513 S Imperial Ave	345.00		Negotiable
56137502	6/22/23	Cocopah Indian Tribe	POLICE DEPT	1.37		Negotiable
56137503	6/22/23	County of Yuma	PUBLIC WORK P/C	24.00		Negotiable
56137504	6/22/23	County of Yuma	EDUCATION SERVI	2,000.00		Negotiable
56137505	6/22/23	County of Yuma	PC YCSO	97.09		Negotiable
56137506	6/22/23	D & H Electric Inc	YUMA, AZ	9,372.00		Negotiable
56137507	6/22/23	DataBank IMX LLC	PO BOX 829878	1,119.99		Negotiable
56137508	6/22/23	Dennis R Wong DMD PC	2241 S AVENUE A	156.00		Negotiable
56137509	6/22/23	Desert Document Shredders LLC	2125 S Arizona Avenue	646.50		Negotiable
56137510	6/22/23	Desert Water Store Inc	YUMA, AZ	43.35		Negotiable
56137511	6/22/23	Dibble & Associates Consulting Engineer	3020 E. Camelback Road, Suite 201	39,635.00		Negotiable
56137512	6/22/23	Don Peterson Engineers Inc	YUMA, AZ	551,382.32		Negotiable
56137513	6/22/23	Erika L Luera	864 S. 7th Avenue	190.00		Negotiable
56137514	6/22/23	Express Scripts Inc	21653 NETWORK P	137,812.49		Negotiable
56137515	6/22/23	FedEx	PITTSBURGH, PA	63.17		Negotiable
56137516	6/22/23	Fester and Chapman PC	9019 E BAHIA DR	4,500.00		Negotiable
56137517	6/22/23	Foothills Utilities	13157 E 44th St	6,769.32		Negotiable
56137518	6/22/23	Genoa Healthcare Company LLC	PO BOX 856494	322.56		Negotiable
56137519	6/22/23	Hillyard Inc	PO BOX 801157	1,571.57		Negotiable



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56137520	6/22/23	Humane Society of Yuma	4050 AVE 4 1/2	12,500.00		Negotiable
56137521	6/22/23	InfoArmor Inc	BOX 123189	1,536.12		Negotiable
56137522	6/22/23	InfoUSA	PO Box 955146	399.44		Negotiable
56137523	6/22/23	Ingram Library Services	SAINT LOUIS, MO	174.20		Negotiable
56137524	6/22/23	James E Crawford Jakubiak	747 52ND STREET	625.00		Negotiable
56137525	6/22/23	JC Wordsmith Translation & Interpretati	2202 North Laurel Avenue	1,200.00		Negotiable
56137526	6/22/23	Jennings Strouss and Salmon PLC	ONE E WASHINGTO	455.00		Negotiable
56137527	6/22/23	Jerry W Cook	1309 W PARKWAY	50.00		Negotiable
56137528	6/22/23	Jose A. Ramirez	4349 W. Verde St	1,020.00		Negotiable
56137529	6/22/23	Jose Manuel Zermeno Gonzales	31018 W Columbus Ave	699.16		Negotiable
56137530	6/22/23	JSA Company	3915 E 43RD LAN	12,031.00		Negotiable
56137531	6/22/23	JSR Family LLC	3805 E Las Cruces Lane	375.40		Negotiable
56137532	6/22/23	Justice AV Solutions Inc	PO BOX 950110	5,788.12		Negotiable
56137533	6/22/23	Kameil Nicholson	2117 Ravenwood Rd	345.00		Negotiable
56137534	6/22/23	Knowink LLC	460 N Lindbergh Blvd	7,500.00		Negotiable
56137535	6/22/23	Labcorp	BOX 12140	47.20		Negotiable
56137536	6/22/23	Language Line Services Inc	DALLAS TX	215.88		Negotiable
56137537	6/22/23	Leticia Espinoza	1900 W 30th St No.238	1,869.75		Negotiable
56137538	6/22/23	LexisNexis	LEXISNEXIS RISK	216.82		Negotiable
56137539	6/22/23	Lionor J Gomez	861 W CALLE EST	925.60		Negotiable
56137540	6/22/23	Margarita Barrientos	PO Box 990 PMB 502	100.00		Negotiable
56137541	6/22/23	Maria De Jesus Alfaro	2976 W 22nd St	1,944.06		Negotiable
56137542	6/22/23	Maya's Construction LLC	2862 S AVENUE B	82,896.88		Negotiable
56137543	6/22/23	Maya's Construction LLC	2862 S AVENUE B	6,965.00		Negotiable



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56137544	6/22/23	Mayra Galvan	3020 W 25th St	345.00			Negotiable
56137545	6/22/23	McNeece Brothers Oil Company Inc	PO BOX 128	7,844.96			Negotiable
56137546	6/22/23	Medline Industries	DEPT LA 21558	1,101.93			Negotiable
56137547	6/22/23	Melissa Moran	1321 E 25th St	300.00			Negotiable
56137548	6/22/23	Metro Fire Equipment Inc	63 S HAMILTON P	1,294.00			Negotiable
56137549	6/22/23	Midwest Tape	P.O. Box 715733	5,718.82			Negotiable
56137550	6/22/23	Mohawk Valley School District 17	5151 S AVENUE 3	3,021.27			Negotiable
56137551	6/22/23	Monroe Systems for Business	PO BOX 781363	258.28			Negotiable
56137552	6/22/23	Monterey County Free Library	188 Seaside Circle	16.95			Negotiable
56137553	6/22/23	Movie Licensing USA	2844 PAYSPERE C	3,880.00			Negotiable
56137554	6/22/23	Nationwide	FILE 50939	1,594.02			Negotiable
56137555	6/22/23	NeedThese	PO BOX 7400	12,616.20			Negotiable
56137556	6/22/23	Nelson Mitigation Services LLC	P.O. Box 10518	2,366.00			Negotiable
56137557	6/22/23	Nichols Lock & Safe LLC	YUMA, AZ	70.00			Negotiable
56137558	6/22/23	Northend Auto Parts Inc	PO BOX 648	1,322.12			Negotiable
56137559	6/22/23	Oana Niculae	2200 W San Angelo St Apt 1127	160.00			Negotiable
56137560	6/22/23	Obsidian I Southwest Holding LLC	230 Park Avenue Suite 845	16,713.87			Negotiable
56137561	6/22/23	Parkview Health	10622 Parkview Plaza Drive	926.25			Negotiable
56137562	6/22/23	Pinnacle Medical Group	4343 E 31ST PLACE	5,600.00			Negotiable
56137563	6/22/23	Pinnacle Medical Group, AZ P.C.	4343 E 31st Place	305.00			Negotiable
56137564	6/22/23	Pitney Bowes Inc	PO Box 981026	201.00			Negotiable
56137565	6/22/23	Pitney Bowes Inc	PO Box 981022	69.08			Negotiable
56137566	6/22/23	Pitney Bowes Inc	PO Box 981039	431.88			Negotiable
56137567	6/22/23	PKC Enterprises Inc	PO BOX 4789	11.00			Negotiable
56137568	6/22/23	Polar Cooling LLC	2734 E. 14TH ST	1,632.41			Negotiable
56137569	6/22/23	Psychological and Consulting Services	P.O. Box 36566	250.00			Negotiable



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56137570	6/22/23	Quechan Indian Tribe	POLICE DEPT	0.36		Negotiable
56137571	6/22/23	Quill LLC	PO BOX 37600	200.77		Negotiable
56137572	6/22/23	R&A Master Upholstery	1435 S 3rd Ave	773.42		Negotiable
56137573	6/22/23	Raymond R Corona OD PC	YUMA, AZ	79.00		Negotiable
56137574	6/22/23	Reidiny Aguirre	2330 S. Avenue A Apt C2	1,750.00		Negotiable
56137575	6/22/23	Ricoh USA Inc	PO BOX 31001	228.45		Negotiable
56137576	6/22/23	Rural Metro Corporation	ARIZONA AVENUE	610.00		Negotiable
56137577	6/22/23	Savina Lastra	1768 W 24th St	345.00		Negotiable
56137578	6/22/23	Segal	PO BOX 4070	5,750.00		Negotiable
56137579	6/22/23	Sellers Petroleum	PO BOX 747	46,585.88		Negotiable
56137580	6/22/23	Sierra Estrellas Emergency Physicians L	PO BOX 99035	2,760.00		Negotiable
56137581	6/22/23	Sierra-Cedar, LLC	P.O. Box 402521	11,635.00		Negotiable
56137582	6/22/23	Sign Solutions USA, LLC	PO Box 1408	19,785.50		Negotiable
56137583	6/22/23	Sonora Quest Laboratories LLC	BOX 52880	17.43		Negotiable
56137584	6/22/23	Specialty Underwriters LLC	9667 SOUTH 20TH	4,279.00		Negotiable
56137585	6/22/23	Specialty Underwriters LLC	9667 SOUTH 20TH	2,536.00		Negotiable
56137586	6/22/23	Specialty Underwriters LLC	9667 SOUTH 20TH	5,272.00		Negotiable
56137587	6/22/23	State of Arizona -	GAME&FISH	8.35		Negotiable
56137588	6/22/23	State of Arizona -	AHCCCS	110,425.00		Negotiable
56137589	6/22/23	Sun and Moon Sound	10736 E 34th Place	75.00		Negotiable
56137590	6/22/23	Sun Graphics Printing, Inc.	YUMA, AZ	200.76		Negotiable
56137591	6/22/23	Superior Awning	4262 E 32nd St	11,642.00		Negotiable
56137592	6/22/23	Sydion LLC	22301 FELICIA D	995.00		Negotiable
56137593	6/22/23	Terminix of Yuma	EL CENTRO, CA	340.00		Negotiable
56137594	6/22/23	The Amistad Clinic PLLC	100 E 24TH ST S	729.78		Negotiable
56137595	6/22/23	UniFirst Corporation	PO Box 650481	45.29		Negotiable
56137596	6/22/23	Unique Management Services Inc	JEFFERSONVILL E	556.20		Negotiable
56137597	6/22/23	Valley Physical Medicine & Rehabilitati	222 W Thomas Rd, Ste 114	80.00		Negotiable



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56137598	6/22/23	Verizon	DALLAS TX	2,960.65			Negotiable
56137599	6/22/23	Verizon Wireless Services, LLC	180 Washinton Valley	100.00			Negotiable
56137600	6/22/23	Vigilant Solutions LLC	PO BOX 841001	473,102.14			Negotiable
56137601	6/22/23	Walmart	PO BOX 60506	15.58			Negotiable
56137602	6/22/23	Wellton Mohawk Irrigation and Drainage	WELLTON, AZ	2,300.95			Negotiable
56137603	6/22/23	West Group	CAROL STREAM IL	963.96			Negotiable
56137604	6/22/23	Xerox Corporation	PO BOX 202882	2,952.79			Negotiable
56137605	6/22/23	YCMIK PLLC	1325 W 16th Street Suite 4	1,550.00			Negotiable
56137606	6/22/23	Yuma Attorney Service LLC	227 S 2nd Avenue, Suite A	200.00			Negotiable
56137607	6/22/23	Yuma County Law Library	Office	39.51			Negotiable
56137608	6/22/23	Yuma Mortuary and Crematory	775 S 5TH AVE	750.00			Negotiable
56137609	6/22/23	Yuma Sun Inc	PO BOX 271	4,807.42			Negotiable
56137610	6/22/23	Zinn Printing	YUMA, AZ	81.38			Negotiable
56137611	6/23/23	Bankcard Center	PURCHASING CARD	12,993.50			Negotiable
56137612	6/23/23	Bill Alexander Ford Lincoln Mercury Inc	EFT - P.O. BOX 4550	260,852.64			Negotiable

Total for Payment Warrants 81

2,054,197.83

0.00

Total for Payment Currency USD

2,054,197.83

0.00

Report Count

238

End of Report

**YUMA COUNTY HOUSING DEPARTMENT
LIST OF DEMANDS/VENDORS SENT TO FINANCE FOR
BOARD OF SUPERVISORS**

DATE OF DEMAND RUN	DESCRIPTION	AMOUNT	COPIES RECEIVED BY	DATE	FOR AIR FORMS DUE ON
06/15/2023	SD CHECK	\$278.92	<i>Leslie Lopez</i>	06/16/23	06/27/23
06/15/2023	APS CHECKS	\$62,863.38	<i>Leslie Lopez</i>	06/16/23	06/27/23
06/15/2023	SEC 8 CHECKS	\$332.00	<i>Leslie Lopez</i>	06/16/23	06/27/23

Meeting on:
07/17/2023

Please return this form with signature of receiver to Angelica Diaz of Yuma County Housing /Finance Department.



OFFICE OF THE
YUMA COUNTY HOUSING DEPARTMENT

2050 WEST MAIN STREET, SUITE #88
SOMERTON, ARIZONA 85350-2534
PHONE (928) 304-7333 TDD 1-800-545-1833 Ext. 705 FAX (928) 304-7334

JESUS ROLDAN
DIRECTOR

TO: Gilbert Villegas, Chief Financial Officer

FROM: Jesus Roldan, Housing Director

SUBJECT: Housing Department A/P Checks

DATE: June 16, 2023.

Attached is a check batch print-out for your review and approval.

SD Check:

Check #31702 = 1 (No alignments or voided checks) \$278.92 ✓

AP's Checks:

Checks #31703 - #31715 = 13 (No alignments or voided checks) \$62,863.38 ✓

Sec 8 Checks:

Checks #81619 - #81620 = 2 (No alignments or voided checks) \$332.00 ✓

Approved for Payment

Vickie Durino

Date

6-14-23



AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100215	4292270000JUN23	06/16/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$85.96	
			Electricity	1 01 4320 5	\$85.96		
100215	7522750000JUN23	06/16/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$820.58	
			Electricity	1 01 4320 5	\$820.58		
100215	9578500560JUN23	06/16/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$11.79	
			Electricity	1 01 4320 5	\$11.79		
			Check			\$918.33	31703
100422	8.4500.00JUN23	06/16/23	CITY OF SOMERTON	1 01 1111.11 0		\$13,714.50	
			Water	1 01 4310 5	\$9,399.51		
			Sewage Disposal	1 01 4390 5	\$4,314.99		
			Check			\$13,714.50	31704
102898	012112	06/16/23	FLORES, ANTONIO	1 01 1111.11 0		\$430.00	
			Contract Costs	1 01 4430 5	\$430.00		
			Check			\$430.00	31705
102747	33551	06/16/23	G & T LOCKSMITH SAFE CO LLC	1 01 1111.11 0		\$27.70	
			Bldgs And Ground Supplies	1 01 4420.5 5	\$27.70		
			Check			\$27.70	31706
102514	00053454	06/16/23	LG PAINT STORE	1 01 1111.11 0		\$1,799.00	
			Paint and Paint Supplies	1 01 4420.3 5	\$1,799.00		
			Check			\$1,799.00	31707
100522	FSSCROW2306	06/16/23	LOW RENT FSS ESCROW ACCT	1 01 1111.11 0		\$6,914.00	
			Dwelling Rental - FSS Escrow	1 01 3110.1 5	\$6,914.00		
			Check			\$6,914.00	31708
102648	VV62	06/16/23	NEIGHBORHOOD PLUMBING OF YUMA	1 01 1111.11 0		\$6,250.00	
			Contract Costs	1 01 4430 5	\$6,250.00		
102648	VV67	06/16/23	NEIGHBORHOOD PLUMBING OF YUMA	1 01 1111.11 0		\$750.00	
			Contract Costs	1 01 4430 5	\$750.00		
			Check			\$7,000.00	31709
102857	255254	06/16/23	POLAR COOLING LLC	1 01 1111.11 0		\$191.25	
			Contract Costs	1 01 4430 5	\$191.25		
			Check			\$191.25	31710
19855	FINALDISBURSEMENT	06/16/23	RIVERA GENESIS A	1 01 1111.11 0		\$7,046.92	
			FSS Escrow - Sec 8 Voucher	7 01 2182 0	\$7,046.92		
			Check			\$7,046.92	31711
100521	SEC8VOESCROW2306	06/16/23	SEC8 VOUCH FSS ESCROW ACCT	1 01 1111.11 0		\$12,676.00	
			HAP Payments - FSS Escrow - Sec 8	7 01 4719 5	\$12,676.00		
			Check			\$12,676.00	31712
101446	12750	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$68.29	
			Other Income	1 01 3690 5	\$68.29		
101446	12869	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$48.02	
			Other Income	1 01 3690 5	\$48.02		
101446	12870	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$32.01	
			Other Income	1 01 3690 5	\$32.01		
101446	12871	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$185.05	
			Other Income	1 01 3690 5	\$185.05		
101446	12902	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$34.14	
			Other Income	1 01 3690 5	\$34.14		
101446	12903	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$107.68	
			Other Income	1 01 3690 5	\$107.68		
101446	12916	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$235.74	
			Bldgs And Ground Supplies	1 01 4420.5 5	\$235.74		

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
101446	12921	06/16/23	THE WINDOOR SHOP	1 01 1111.11 0		\$59.75	
			Other Income	1 01 3690 5	\$59.75		
				Check		\$770.68	31713
100304	PETTYCASH06132023	06/16/23	Petty Cash/Jesus Roldan	1 01 1111.11 0		\$15.00	
			Motor Vehcles Mat'l's & Supp	1 01 4420.7 5	\$15.00		
				Check		\$15.00	31714
102613	050602	06/16/23	ZAMORA CONSTRUCTION	1 01 1111.11 0		\$960.00	
			Contract Costs	1 01 4430 5	\$960.00		
102613	651239	06/16/23	ZAMORA CONSTRUCTION	1 01 1111.11 0		\$6,700.00	
			Contract Costs	1 01 4430 5	\$6,700.00		
102613	651247	06/16/23	ZAMORA CONSTRUCTION	1 01 1111.11 0		\$3,700.00	
			Contract Costs	1 01 4430 5	\$3,700.00		
				Check		\$11,360.00	31715

Total Accounting Distribution:

1	01	1111.11	0			\$62,863.38
1	01	3110.1	5		\$6,914.00	
1	01	3690	5		\$534.94	
1	01	4310	5		\$9,399.51	
1	01	4320	5		\$918.33	
1	01	4390	5		\$4,314.99	
1	01	4420.3	5		\$1,799.00	
1	01	4420.5	5		\$263.44	
1	01	4420.7	5		\$15.00	
1	01	4430	5		\$18,981.25	
PHA / Proj: 1 01				Totals:	\$43,140.46	\$62,863.38
PHA: 1				Totals:	\$43,140.46	\$62,863.38
7	01	2182	0		\$7,046.92	
7	01	4719	5		\$12,676.00	
PHA / Proj: 7 01				Totals:	\$19,722.92	\$0.00
PHA: 7				Totals:	\$19,722.92	\$0.00
				Totals:	\$62,863.38	\$62,863.38

Yuma County Housing Dept

1-01-1111.11-0

6/16/23

Check	Date	Payee	Tenant	Ten.#	Account	Amount	Type
31702	6/16/23	ELODIA MARTINEZ	MARTINEZ, ELODIA	10224	1 -01 -1122-0	250.00	REFUND
			MARTINEZ, ELODIA	10224	1 -01 -1122-0	28.92	REFUND
			Check Total:			278.92	
			Check Run Total:			\$278.92	

Summary of Posting Account Activity

PHA	Project	Account	Code	Amount
1	01	1122	0	278.92
		Activity Total:		278.92

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
102647	AUTOINVC 24886U2306	06/16/23	LAS BRISAS APARTMENTS LLC	7 01 1111.11 0		\$308.00	
			AMELIA AYALA DE SAIZA	7 01 4715.1 5	\$308.00		
				Check		\$308.00	81619
19614	UTILINVC 19614 2305	06/16/23	PRIETO SANDOVANAYELLY	7 01 1111.11 0		\$12.00	
			NAYELLY PRIETO SANDOVA	7 01 4715.4B 5	\$12.00		
19614	UTILINVC 19614 2306	06/16/23	PRIETO SANDOVANAYELLY	7 01 1111.11 0		\$12.00	
			NAYELLY PRIETO SANDOVA	7 01 4715.4 5	\$12.00		
				Check		\$24.00	81620

Total Accounting Distribution:

7	01	1111.11	0		\$332.00
7	01	4715.1	5	\$308.00	
7	01	4715.4	5	\$12.00	
7	01	4715.4B	5	\$12.00	
PHA / Proj: 7 01				Totals:	\$332.00 \$332.00
PHA: 7				Totals:	\$332.00 \$332.00
				Totals:	\$332.00 \$332.00

**YUMA COUNTY HOUSING DEPARTMENT
LIST OF DEMANDS/VENDORS SENT TO FINANCE FOR
BOARD OF SUPERVISORS**

DATE OF DEMAND RUN	DESCRIPTION	AMOUNT	COPIES RECEIVED BY	DATE	FOR AIR FORMS DUE ON
06/21/2023	AP's CHECKS	\$65,535.09	Leslie Lopez	06/23/2023	06/27/2023

Meeting on:
07/17/2023

Please return this form with signature of receiver to Angelica Diaz of
Yuma County Housing /Finance Department.



OFFICE OF THE
YUMA COUNTY HOUSING DEPARTMENT

2050 WEST MAIN STREET, SUITE #88
SOMERTON, ARIZONA 85350-2534
PHONE (928) 304-7333 TDD 1-800-545-1833 Ext. 705 FAX (928) 304-7334

JESUS ROLDAN
DIRECTOR

TO: Gilbert Villegas, Chief Financial Officer

FROM: Jesus Roldan, Housing Director *M*

SUBJECT: Housing Department A/P Checks

DATE: June 21, 2023.

Attached is a check batch print-out for your review and approval.

AP's Checks:

Checks #31716 - #31726 = 11 (No alignments or voided checks) \$65,535.09

Approved for Payment *Vickie Arriaga* Date *6-21-22*



AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
102715	330480	06/23/23	ALVAREZ, ALINE	1 01 1111.11 0		\$400.00	
			Other Income	1 01 3690 5	\$400.00		
102715	330483	06/23/23	ALVAREZ, ALINE	1 01 1111.11 0		\$350.00	
			Other Income	1 01 3690 5	\$350.00		
				Check		\$750.00	31716
100215	6778058634JUN23	06/23/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$23.08	
			Electricity	1 01 4320 5	\$23.08		
100215	8619965431JUN23	06/23/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$40.21	
			Electricity	1 01 4320 5	\$40.21		
100215	9657060063JUN23	06/23/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$26.87	
			Electricity	1 01 4320 5	\$26.87		
				Check		\$90.16	31717
23095	FINALDISBURSEMENT	06/23/23	CASTILLO ADRIANA	1 01 1111.11 0		\$7,285.59	
			FSS Escrow - Sec 8 Voucher	7 01 2182 0	\$7,285.59		
				Check		\$7,285.59	31718
102792	786120	06/23/23	Diamond Brooks Bottled Waters	1 01 1111.11 0		\$18.00	
			Office Water	1 01 4190.22 5	\$9.90		
			Office Water	7 01 4190.22 5	\$8.10		
				Check		\$18.00	31719
102899	1319	06/23/23	FIDELIS DESIGN & REMODEL	1 01 1111.11 0		\$485.00	
			Contract Costs	1 01 4430 5	\$485.00		
				Check		\$485.00	31720
101603	9215375816	06/23/23	HD SUPPLY FACILITIES MAINT	1 01 1111.11 0		\$348.32	
			Electrical Supplies	1 01 4420.2 5	\$348.32		
				Check		\$348.32	31721
22989	FINALDISBURSEMENT	06/23/23	IBARRA BRENDA B	1 01 1111.11 0		\$20,174.89	
			FSS Escrow - Sec 8 Voucher	7 01 2182 0	\$20,174.89		
				Check		\$20,174.89	31722
102802	41679	06/23/23	MAXX FORCE PEST CONTROL LLC	1 01 1111.11 0		\$150.00	
			Contract Costs - Extermination	1 01 4430.01 5	\$150.00		
102802	41680	06/23/23	MAXX FORCE PEST CONTROL LLC	1 01 1111.11 0		\$150.00	
			Contract Costs - Extermination	1 01 4430.01 5	\$150.00		
				Check		\$300.00	31723
102648	PSA21	06/23/23	NEIGHBORHOOD PLUMBING OF YUMA	1 01 1111.11 0		\$850.00	
			Contract Costs	1 01 4430 5	\$850.00		
				Check		\$850.00	31724
102520	6759JUN23	06/23/23	SPECTRUM BUSINESS	1 01 1111.11 0		\$854.00	
			Telephone	1 01 4190.13 5	\$469.70		
			Telephone	7 01 4190.13 5	\$384.30		
				Check		\$854.00	31725
100454	PAYROLL_PPE10JUN23	06/23/23	YUMA CTY BOARD OF SUPERVISORS	1 01 1111.11 0		\$34,379.13	
			Prepaid Salaries	1 01 1290.1 0	\$19,503.46		
			Prepaid Salaries	7 01 1290.1 0	\$12,347.43		
			Prepaid Salaries	2 00 1290.1 0	\$2,528.24		
				Check		\$34,379.13	31726

Total Accounting Distribution:

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution		Debits	Credits	Check Number
				PHA/Proj/Account/Code				
				1 01 1111.11	0		\$65,535.09	
				1 01 1290.1	0	\$19,503.46		
				1 01 3690	5	\$750.00		
				1 01 4190.13	5	\$469.70		
				1 01 4190.22	5	\$9.90		
				1 01 4320	5	\$90.16		
				1 01 4420.2	5	\$348.32		
				1 01 4430	5	\$1,335.00		
				1 01 4430.01	5	\$300.00		
				PHA / Proj: 1 01	Totals:	\$22,806.54	\$65,535.09	
				PHA: 1	Totals:	\$22,806.54	\$65,535.09	
				2 00 1290.1	0	\$2,528.24		
				PHA / Proj: 2 00	Totals:	\$2,528.24	\$0.00	
				PHA: 2	Totals:	\$2,528.24	\$0.00	
				7 01 1290.1	0	\$12,347.43		
				7 01 2182	0	\$27,460.48		
				7 01 4190.13	5	\$384.30		
				7 01 4190.22	5	\$8.10		
				PHA / Proj: 7 01	Totals:	\$40,200.31	\$0.00	
				PHA: 7	Totals:	\$40,200.31	\$0.00	
					Totals:	\$65,535.09	\$65,535.09	

AIR-12203**Consent Calendar 3.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Adopt Resolution No. 2023-25, appointing CFO Gilberto Villegas, Jr. as official designee: AELR Filing FY 23-24 -- ARS 41-1279.07(E)**Submitted By:** Gilberto Villegas **Prepared by:** Gilberto Villegas**Department:** Financial Services**Special District:****Strategic Pillar:** Effective Governance
Operational Excellence**Information****1. REQUESTED BOARD ACTION:**

Financial Services: Adopt Resolution No. 2023-25, appointing Yuma County Chief Financial Officer, Mr. Gilberto Villegas, Jr. as the official designee for the purposes of submitting the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2024 to the Arizona Auditor General as required by the Arizona Revised Statute 41-1279.07 (E).

2. SUMMARY:

As required by Arizona Revised Statutes §41-1279.07(E), annually by July 31, county, city, town, and community college districts must provide the Auditor General with the name of the Chief Financial Officer (CFO) the governing Board designates for submitting the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

In the past the Office of the Auditor General (OAG) required this board action only if there were changes to the CFO appointment. Since the Arizona Revised Statute has been adjusted, it is now necessary to appoint/designate the CFO on an annual basis. The OAG requires County boards of supervisors to designate the CFO via a resolution. Boards may not delegate the responsibility of designating the CFO.

This Item is to comply with State Statute. The OAG's online form will be completed and submitted once the item is approved.

3. RECOMMENDED MOTION:

Financial Services: Adopt Resolution No. 2023-25, appointing Yuma County Chief Financial Officer, Mr. Gilberto Villegas, Jr. as the official designee for the purposes of submitting the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2024 to the Arizona Auditor General as required by the Arizona Revised Statute 41-1279.07 (E).

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/7/23

Fiscal Impact

Attachments

RESOLUTION- AELR 2024



YUMA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 20__ - __

A Resolution of the Yuma County Board of Supervisors

APPOINTING YUMA COUNTY'S CHIEF FINANCIAL
OFFICER AS THE OFFICIAL DESIGNEE FOR THE
PURPOSES OF SUBMITTING THE ANNUAL
EXPENDITURE LIMITATION REPORT TO THE ARIZONA
AUDITOR GENERAL.

WHEREAS: A.R.S. 41.1279.07(E) requires each County to annually provide to the Office of the Auditor General, by July 31st, the name of the Chief Fiscal Officer the governing body designates to officially submit the current year's Annual Expenditure Limitation Report (AELR) on the governing body's behalf; and

WHEREAS: The Yuma County Board of Supervisors desires to designate Gilberto Villegas, Jr. as the County's Chief Fiscal Officer.

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

NOW, THEREFORE, BE IT RESOLVED, The recitals above are hereby incorporated as if fully set forth herein. Mr. Gilberto Villegas, Jr., is hereby designated as the County's Chief Fiscal Officer for purposes of officially submitting the fiscal year ended June 30, 2024 AELR to the Arizona Auditor General's Office on the governing body's behalf.

Adopted this 17th day of July, 2023.

Martin Porchas, Chairman

ATTEST:

Ian McGaughey
Interim County Administrator/Clerk of the Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

Jon, R. Smith, County Attorney

AIR-12236**Consent Calendar 4.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Resolution No. 2023-27, Pension Funding Policy Annual Update:
PSPRS & CORP**Submitted By:** Gilberto Villegas**Prepared by:** Gilberto Villegas**Department:** Financial Services**Special District:** Jail District
Other**Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

Financial Services: Adopt Resolution No. 2023-27, updating the Yuma County Public Safety Personnel Retirement System (PSPRS) and Corrections Officers Retirement Plan (CORP) Pension Funding Policy, as required by Arizona Revised Statute 38-863.01.

2. SUMMARY:

The Arizona State Legislature, in conjunction with the Arizona Governor's office amended Title 38, Chapter 5, Article 4, of the Arizona Revised Statutes by adding Section 38-863.01.

The new statute requires each governing body of an employer to annually adopt a pension funding policy addressing the government's funding objectives (described below) and formally accepting its share of the assets and liabilities as reported by the retirement system's actuarial valuation agency.

The pension funding policy shall address the following funding objectives:

- a) How to maintain the contribution stability to the system.
- b) How and when the funding requirements will be met.
- c) Define the targeted funded ratio and the timeline for reaching it.

Also, once the policy is adopted, the governing body shall post the pension funding policy on the governing body's public website.

The Financial Services Department has updated the attached policy and is asking the Yuma County Board of Supervisors to adopt the attached resolution as required.

Chief Financial Officer, Gil Villegas, Jr. will be presenting the policy and its changes to the Local PSPRS Board at their July 19th, 2023 meeting. As in previous years, it is expected the Local PSPRS Board will be in support of recommending the pension funding policy as presented.

Consider that on December 9, 2020 the Yuma County Board of Supervisors approved issuing \$35,070,000 in taxable bonds to fully fund the PSPRS and CORP unfunded liability. As the result of this action, both plans show a funding of 104.7% as of June 30, 2022 (actuarial reports) with total combined assets of \$ 3,728,507 (PSPR \$2,363,946 and CORP \$1,364,561).

3. RECOMMENDED MOTION:

Adopt Resolution No. 2023-27, updating the Yuma County Public Safety Personnel Retirement System (PSPRS) and Corrections Officers Retirement Plan (CORP) Pension Funding Policy, as required by Arizona Revised Statute 38-863.01.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved Gil Villegas, Jr.

Approved for consideration, T. Struck / 07.07.2023

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 07.10.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/10/23

Fiscal Impact

Attachments

Resolution

PSPRS-Valuation 22

CORP- Valuation 2022



YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 2023-27

A Resolution of the Yuma County Board of Supervisors

REVISING THE ADOPTED THE YUMA COUNTY PUBLIC
SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) AND
CORRECTIONS OFFICERS RETIREMENT PLAN (CORP)
PENSION FUNDING POLICY (2023).

- WHEREAS:** As of April 2018 the Legislature of the State of Arizona amended Arizona Revised Statute 38-863.01 requiring each governing body of an employer to annually adopt a pension funding policy for the system for employees who were hired before July 1, 2017.
- WHEREAS:** Yuma County has previously adopted a PSPRS and/or a CORP pension funding policy to comply with the State requirements and to meet the needs of the PSPRS and CORP pension funding requirements.
- WHEREAS:** Yuma County is required to annually adopt and update the PSPRS and CORP pension funding policy to acknowledge and recognize the new pension liability funding requirements.

NOW, THEREFORE, BE IT RESOLVED, the Yuma County Public Safety Personnel Retirement System and Corrections Officers Retirement Plan Pension Funding Policy is hereby adopted to read as follows:

I. PURPOSE

The intent of this policy is to clearly communicate the Yuma County Board of Supervisors' pension funding objectives and its commitment to our employees and the sound financial management of the Yuma County Sheriff's Department Public Safety Retirement System (PSPRS) and the Yuma County Corrections Offices Retirement Plan (CORP) and to comply with the new statutory requirement as prescribed in the Arizona Revised Statutes Title 38, Chapter 5, Article 4.

II. DEFINITIONS

The following terms used throughout this policy are defined as:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability.

YUMA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 2023-27

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III. PROCEDURES

The Board's PSPRS and CORP funding ratio goal is 100% (fully funded) over a period of 20 years or less. The Board established this goal for the following reasons:

- The PSPRS and CORP trust funds represent only Yuma County's liability
- The fluctuating cost of an UAAL causes strain on Yuma County's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

The Board has taken the following actions to achieve this goal:

- Commitment to maintain the Annual Required Contribution (ARC) payment from operating fund revenues without diminishing the County's Services— The estimated combined ARC for Fiscal Year Ending June 30, 2024 is \$ 432,527 for PSPRS and \$ 226,905 for CORP.
- Additional payments above the ARC will be applied as funds become available and approved.
- On December 9, 2020 The Board of Supervisors approved issuing \$35,070,000 in taxable bonds to fully fund the PSPRS and CORP unfunded liability.

Based on these actions the Board has achieved its goal of 100% funding by June 30, 2021, in accordance with the amortization timeline set forth by the PSPRS and CORP June 30, 2022 Actuarial Valuation.

IV. COUNTY'S SHARE OF ASSETS AND LIABILITIES

The Yuma County Board of Supervisors (The Board) formally accepts the assets, liabilities, and current funding ratio of the County's PSPRS trust funds, including the CORP, as reported by the PSPRS' plan administrator, from their June 30, 2022 actuarial valuation, which is detailed below:

<u>Trust Fund</u>	<u>Actuarial Assets</u>	<u>Accrued Liability</u>	<u>Unfunded Actuarial Accrued Liability (Assets)</u>	<u>Funded Ratio</u>
Sheriff (PSPRS)	\$52,701,676	\$50,337,730	\$ (2,363,946)	104.7%
Corrections Officers (CORP)	30,378,792	29,014,231	(1,364,561)	104.7%
TOTALS	<u>\$83,080,468</u>	<u>\$79,351,961</u>	<u>\$ (3,728,507)</u>	N/A

Note: assets and liabilities listed for pension plans only (does not include other benefit plans)

YUMA COUNTY BOARD OF SUPERVISORS
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Adopted this ____ day of _____ 2023.

Martin Porchas, Chairman

ATTEST:

IAN McGAUGHEY
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

JON R. SMITH, County Attorney.

ARIZONA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM

YUMA COUNTY SHERIFF'S DEPT. (034)

ACTUARIAL VALUATION
AS OF JUNE 30, 2022

CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING JUNE 30, 2024



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

May 2023 (revised)

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

Re: Actuarial Valuation Report as of June 30, 2022 for Yuma County Sheriff's Dept. (034)

Dear Members of the Board:

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

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

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

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

The funding percentages and unfunded accrued liability as measured based on the actuarial value of assets will differ from similar measures based on the market value of assets. These measures, as provided, are appropriate for determining the adequacy of future contributions, but may not be appropriate for the purpose of settling a portion or all of the Plan's liabilities.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by PSPRS through June 30, 2022 and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

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

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

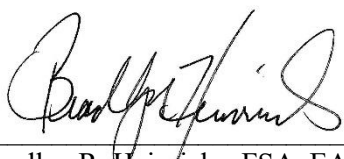
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report are considered an integral part of the actuarial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

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

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

Respectfully Submitted,

Foster & Foster, Inc.

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

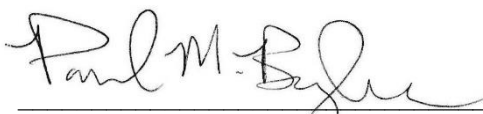
By: 
Paul M. Baugher, FSA, EA, MAAA

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I. SUMMARY OF REPORT

The regular annual actuarial valuation of the Arizona Public Safety Personnel Retirement System for the Yuma County Sheriff's Dept., performed as of June 30, 2022, has been completed and the results are presented in this Report. The purpose of this valuation is to:

- Compute the liabilities associated with benefits likely to be paid on behalf of current retired and active members. This information is contained in the section entitled "Liability Support."
- Compare accumulated assets with the liabilities to assess the funded condition. This information is contained in the section entitled "Liability Support."
- Compute the employers' recommended contribution rates for the Fiscal Year beginning July 1, 2023. This information is contained in the section entitled "Contribution Results."

1. Key Valuation Results

The funded status as of June 30, 2022 and the employer contribution amounts applicable to the plan/fiscal year ending June 30, 2024 are as follows:

	Tier 1 & Tier 2 Members			Tier 3 Members *		
	Pension	Health	Total	Pension	Health	Total
Employer Contribution Rate	10.17%	0.00%	10.17%	8.69%	0.12%	8.81%
Funded Status	104.7%	196.1%	106.0%	110.5%	212.1%	112.1%

2. Comparison of Key Results to Prior Year

The chart below compares the results from this valuation with the results of the prior year's valuation (as of June 30, 2021):

Contribution Rate

Valuation Date	Tier 1 & Tier 2 Members			Tier 3 Members *		
	Pension	Health	Total	Pension	Health	Total
June 30, 2021	8.00%	0.00%	8.00%	9.00%	0.12%	9.12%
June 30, 2022	10.17%	0.00%	10.17%	8.69%	0.12%	8.81%

Funded Status

Valuation Date	Tier 1 & Tier 2 Members			Tier 3 Members		
	Pension	Health	Total	Pension	Health	Total
June 30, 2021	105.9%	206.6%	107.3%	107.3%	210.0%	108.9%
June 30, 2022	104.7%	196.1%	106.0%	110.5%	212.1%	112.1%

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

3. Reasons for Change

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

Contribution Rate				
	Tier 1 & Tier 2		Tier 3 Members	
	Pension	Health	Pension	Health
Contribution Rate Last Valuation	8.00%	0.00%	9.00%	0.12%
Asset Experience	0.17%	0.00%	(0.03%)	0.00%
Payroll Base	0.09%	0.01%	(0.11%)	(0.03%)
Liability Experience	(0.34%)	0.00%	(0.57%)	(0.01%)
Additional Contribution	0.00%	0.00%	0.00%	0.00%
Assumption/Method Change	1.74%	0.01%	(0.13%)	0.00%
Other	<u>0.51%</u>	<u>(0.02%)</u>	<u>0.53%</u>	<u>0.04%</u>
Contribution Rate This Valuation	10.17%	0.00%	8.69%	0.12%

Funded Status				
	Tier 1 & Tier 2		Tier 3 Members	
	Pension	Health	Pension	Health
Funded Status Last Valuation	105.9%	206.6%	107.3%	210.0%
Asset Experience	(0.2%)	(0.3%)	0.6%	2.3%
Liability Experience	0.4%	1.6%	9.9%	16.4%
Additional Contribution	0.0%	0.0%	0.0%	0.0%
Assumption/Method Change	(1.3%)	(1.4%)	2.3%	(6.7%)
Other	<u>(0.1%)</u>	<u>(10.4%)</u>	<u>(9.6%)</u>	<u>(9.9%)</u>
Funded Status This Valuation	104.7%	196.1%	110.5%	212.1%

Assets Experience – Asset gains and losses (relative to the assumed earnings rate) are smoothed over seven years for Tiers 1 and 2 and over five years for Tier 3. The return on the market value of assets for the year ending June 30, 2022 was (4.2%) for Tiers 1 and 2 and (4.6%) for Tier 3. On a smoothed, actuarial value of assets basis, however, the average return was 7.1% for Tiers 1 and 2 and 7.7% for Tier 3. These returns nearly met the 2021 assumed earnings rate for Tiers 1 and 2 of 7.3% and exceeded the 2021 assumed earnings rate for Tier 3 of 7.0%.

Payroll Base – Under the current amortization policy for Tiers 1 and 2, the contribution rate is developed as a level percentage of payroll. Payroll for this purpose includes members of this plan and defined contribution plan's members that would have been in this plan. To the extent that actual payroll is lower/greater than last year's projected payroll, the contribution rate will increase/decrease as a result.

Liability Experience – Experience overall was unfavorable, driven by salary increases that were higher than expected.

Additional Contribution – Monies contributed in excess of the required contribution rate in order to pay down the unfunded liability.

Assumption / Method Change – The Board adopted the assumption recommendations provided in the 2022 experience study report, dated April 21, 2022, which updated the salary, inflation, and demographic assumptions. The Board also reduced the interest rate for Tier 1 and 2 members from 7.30% to 7.20% and continued the decrease in the payroll growth assumption from 3.00% to 2.50%.

Other – This is the combination of all other factors that could impact liabilities year-over-year, with the primary sources being changes in benefits for continuing inactive. This also includes the change due to HB2088, which removes the “maintenance of effort” adjustment to the unfunded liability amortization. Note that Tier 3 experience will stabilize as the group matures.

4. Looking Ahead

The volatility in annual returns, which have produced both gains and losses in recent years, was dampened by the asset smoothing reflected in the actuarial value of assets. The significant loss realized this year will, in the absence of other gains, put upward pressure on the contribution rate next year.

If the June 30, 2022 pension valuation results were based on the market value of assets instead of the actuarial value of assets, the pension funded percentage for Tiers 1 and 2 would be 101.9% (instead of 104.7%) and the pension employer contribution requirement would be 8.68% of payroll (instead of 10.17%).

5. Conclusion

The funded status for Tiers 1 and 2 will continue to improve if assumptions are met and contributions at least equal to the rates determined for each employer are made to the fund. The recent adoption of a layered amortization approach along with a plan to systematically lower the payroll growth assumption was an excellent step to improve funding and ensure the Plan is on a viable path.

The funded status for Tier 3 will stabilize as the population continues to grow, as contributions appear sufficient to keep the liabilities fully funded.

II. CONTRIBUTION RESULTS

Contribution Requirements

Development of Employer Contributions - Tiers 1 & 2 Members				
Valuation Date	June 30, 2022		June 30, 2021	
Applicable to Fiscal Year Ending	2024		2023	
	Rate	Dollar	Rate	Dollar
Pension				
Normal Cost				
Total Normal Cost	17.82%	\$ 757,880	17.63%	\$ 777,329
Employee Cost	<u>(7.65%)</u>	<u>(325,353)</u>	<u>(7.65%)</u>	<u>(337,298)</u>
Employer (Net) Normal Cost	10.17%	432,527	9.98%	440,031
Amortization of Unfunded Liability	<u>0.00%</u>	<u>0</u>	<u>(2.41%)</u>	<u>(106,260)</u>
Total Employer Cost (Pension)	10.17%	432,527	7.57%	333,771
Health				
Normal Cost	0.37%	15,736	0.38%	16,755
Amortization of Unfunded Liability	<u>(0.37%)</u>	<u>(15,736)</u>	<u>(0.38%)</u>	<u>(16,755)</u>
Total Employer Cost (Health)	0.00%	0	0.00%	0
Total Employer Cost (Pension + Health)	10.17%	432,527	7.57%	333,771
Total Minimum Contribution Requirement (if applicable)	8.00%		8.00%	
Alternate Contribution Rate (ACR) *	8.00%		8.00%	
Underlying Payroll (as of valuation date)		4,149,243		4,280,708

* The Alternate Contribution Rate is the sum of the positive amortization rates for Tiers 1 & 2 Pension and Health (subject to an 8% minimum) and is charged when retirees return to active status.

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

Development of Employer Contributions – Tier 3 Members

Valuation Date	June 30, 2022	June 30, 2021
Applicable to Fiscal Year Ending	2024	2023

Defined Benefit (DB) Retirement Plan

	Rate	Dollar	Rate	Dollar
Pension				
Total Normal Cost	17.37%	\$ 260,581	17.99%	\$ 178,658
Amortization of Unfunded Liability	<u>0.00%</u>	<u>0</u>	<u>0.00%</u>	<u>0</u>
Total Pension Cost	17.37%	260,581	17.99%	178,658
Employee (EE) Pension Cost	8.69%	130,291	9.00%	89,329
Employer (ER) Pension Cost	8.69%	130,291	9.00%	89,329
Health				
Total Normal Cost	0.24%	3,600	0.24%	2,383
Amortization of Unfunded Liability	<u>0.00%</u>	<u>0</u>	<u>0.00%</u>	<u>0</u>
Total Health Cost	0.24%	3,600	0.24%	2,383
Employee (EE) Health Cost	0.12%	1,800	0.12%	1,192
Employer (ER) Health Cost	0.12%	1,800	0.12%	1,192
Total				
Total Calculated Tier 3 Required EE/ER Individual Cost	8.81%	132,091	9.12%	90,521
Board Approved Tier 3 Required EE/ER Individual Cost ¹	9.56%	143,417	9.94%	98,714
ER Legacy Cost of Tiers 1 & 2 Amort of Unfunded Liabilities ²	0.00%	0	0.00%	0
Total Calculated Tier 3 Required ER Defined Benefit Cost	8.81%	132,091	9.12%	90,521
Total Board Approved Tier 3 Required ER Defined Benefit Cost	9.56%	143,417	9.94%	98,714
Underlying Payroll (as of valuation date)		1,463,587		964,170

¹ The "Board Approved" cost was reset with the June 30, 2022 valuation to be the lesser of 1) the calculated rate plus 0.75%, or 2) the prior Board approved rate. Going forward, the funding policy will reflect the approach in setting the costs and will be reviewed annually.

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

Development of Employer Contributions – Tier 3 Members

Valuation Date	June 30, 2022	June 30, 2021
Applicable to Fiscal Year Ending	2024	2023

Defined Contribution (DC) Retirement Plan

	Rate	Dollar	Rate	Dollar
Tier 2 & 3 DB / Non-Social Security				
Employee Cost	3.00%		3.00%	
Employer Cost ¹	3.00%		3.00%	
Tier 3 DC Only				
Employee Cost	9.00%	\$ 0	9.00%	\$ 0
Employee Health Subsidy Program Cost	0.17%	0	0.19%	0
Employee Disability Program Cost	<u>1.43%</u>	<u>0</u>	<u>1.66%</u>	<u>0</u>
Total Employee Cost	10.60%	0	10.85%	0
Employer Cost	9.00%	0	9.00%	0
Employer Health Subsidy Program Cost	0.17%	0	0.19%	0
Employer Disability Program Cost	<u>1.43%</u>	<u>0</u>	<u>1.66%</u>	<u>0</u>
Total Employer Cost (before Legacy)	10.60%	0	10.85%	0
ER Legacy Cost of Tiers 1 & 2 Amort of Unfunded Liabilities ²	0.00%	0	0.00%	0
Total Employer Cost	10.60%	0	10.85%	0
Underlying Payroll (as of valuation date)		0		0

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

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

Contribution Rate Summary

	Tier 1		Tier 2		Tier 3		
Membership Date On or After	7/1/1968	7/20/2011	1/1/2012		7/1/2017		
Participates in Social Security	N/A	N/A	Yes	No	Yes	No	N/A
Available Retirement Plan ¹	DB Only	DB Only	DB Only	Hybrid	DB Only	Hybrid	DC Only
Employee Contribution Rate							
PSPRS DB Rate	7.65%	7.65%	7.65%	7.65%	9.56%	9.56%	
PSPRS DC Rate				3.00%		3.00%	9.00%
Employer Health Subsidy Program Cost							0.17%
PSPDCRP Disability Program Rate							1.43%
Total EE Contribution Rate	7.65%	7.65%	7.65%	10.65%	9.56%	12.56%	10.60%
Employer Contribution Rate							
PSPRS DB Normal Cost	10.54%	10.54%	10.54%	10.54%	9.56%	9.56%	
PSPRS DB Tier 1 & 2 Legacy Cost ²	(0.37%)	(0.37%)	(0.37%)	(0.37%)	0.00%	0.00%	0.00%
PSPRS DC Rate ³				4.00%		3.00%	9.00%
Employer Health Subsidy Program Cost							0.17%
PSPDCRP Disability Program Rate							1.43%
Total ER Contribution Rate	10.17%	10.17%	10.17%	14.17%	9.56%	12.56%	10.60%

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

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

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

Exhibit summarizes employee and employer contributions based on Statute and the results of June 30, 2022 actuarial valuation. Pension and health components are combined, where applicable.

Impact of Additional Contributions

	Additional Contribution (000s)										
	\$0	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000
Impact On											
Funded Status - June 30, 2022	104.7%	106.7%	108.7%	110.7%	112.6%	114.6%	116.6%	118.6%	120.6%	122.6%	124.6%
FYE 2024 Contribution Rate	10.17%	8.37%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%

Table shows the hypothetical change in the funded status and contribution rate from the June 30, 2022 actuarial valuation results for Tiers 1 & 2 if an additional contribution of the amount shown had been made to the Fund on June 30, 2022. This illustration can help estimate the impact of contributing additional monies to the fund in the future.

Historical Summary of Employer Rates

	Valuation Date June 30	Fiscal Year Ending June 30	Normal Cost	Pension Unfunded Amortization	Total	Normal Cost	Health Unfunded Amortization	Total
TIERS 1 & 2	2018	2020	12.03%	25.19%	37.22%	0.31%	(0.31%)	0.00%
	2019	2021	11.50%	31.48%	42.98%	0.46%	(0.46%)	0.00%
	2020	2022	10.16%	36.36%	46.52%	0.41%	(0.41%)	0.00%
	2021	2023	9.98%	(2.41%)	7.57%	0.38%	(0.38%)	0.00%
	2022	2024	10.17%	0.00%	10.17%	0.37%	(0.37%)	0.00%
TIER 3 ¹	2018	2020	9.68%	0.00%	9.68%	0.26%	0.00%	0.26%
	2019	2021	9.68%	0.00%	9.68%	0.26%	0.00%	0.26%
	2020	2022	9.68%	0.00%	9.68%	0.26%	0.00%	0.26%
	2021	2023	9.68%	0.00%	9.68%	0.26%	0.00%	0.26%
	2022 ²	2024	8.69%	0.00%	8.69%	0.12%	0.00%	0.12%
	2022	2024	9.30%	0.00%	9.30%	0.26%	0.00%	0.26%

¹ Rates shown are Board approved EE/ER rates, unless otherwise noted. Does not reflect Legacy costs that the employer must also contribute.

² Rates shown are calculated EE/ER rates

III. LIABILITY SUPPORT

Liabilities and Funded Ratios by Benefit - Tiers 1 & 2

	June 30, 2022	June 30, 2021
Pension		
Actuarial Present Value of Benefits (PVB)		
Retirees and Beneficiaries	\$ 23,490,690	\$ 22,901,538
DROP Members	10,730,688	9,376,572
Vested Members	812,724	483,838
Active Members	<u>20,969,038</u>	<u>20,200,249</u>
Total Actuarial Present Value of Benefits	56,003,140	52,962,197
Actuarial Accrued Liability (AAL)		
All Inactive Members	35,034,102	32,761,948
Active Members	<u>15,303,628</u>	<u>14,455,048</u>
Total Actuarial Accrued Liability	50,337,730	47,216,996
Actuarial Value of Assets (AVA)	52,701,676	50,019,736
Unfunded Actuarial Accrued Liability	(2,363,946)	(2,802,740)
PVB Funded Ratio (AVA / PVB)	94.1%	94.4%
AAL Funded Ratio (AVA / AAL)	104.7%	105.9%
Health		
Actuarial Present Value of Benefits (PVB)		
Retirees and Beneficiaries	\$ 212,726	\$ 173,055
DROP Members	203,889	172,761
Active Members	<u>428,425</u>	<u>430,390</u>
Total Present Value of Benefits	845,040	776,206
Actuarial Accrued Liability (AAL)		
All Inactive Members	416,615	345,816
Active Members	<u>317,944</u>	<u>314,217</u>
Total Actuarial Accrued Liability	734,559	660,033
Actuarial Value of Assets (AVA)	1,440,826	1,363,622
Unfunded Actuarial Accrued Liability	(706,267)	(703,589)
PVB Funded Ratio (AVA / PVB)	170.5%	175.7%
AAL Funded Ratio (AVA / AAL)	196.1%	206.6%

Pension liabilities were increased by \$182,424 and health liabilities were increased by \$2,448 under the lateral transfer methodology.

Liabilities and Funded Ratios by Benefit - Tier 3

	June 30, 2022	June 30, 2021
Pension		
Actuarial Present Value of Benefits (PVB)		
Retirees and Beneficiaries	\$ 944,111	\$ 440,356
Vested Members	3,654,003	1,850,254
Active Members	<u>403,144,180</u>	<u>288,612,448</u>
Total Actuarial Present Value of Benefits	407,742,294	290,903,058
Actuarial Accrued Liability (AAL)		
All Inactive Members	4,598,114	2,290,610
Active Members	<u>64,341,090</u>	<u>40,442,927</u>
Total Actuarial Accrued Liability	68,939,204	42,733,537
Actuarial Value of Assets (AVA)	76,171,857	45,863,401
Unfunded Actuarial Accrued Liability	(7,232,653)	(3,129,864)
PVB Funded Ratio (AVA / PVB)	18.7%	15.8%
AAL Funded Ratio (AVA / AAL)	110.5%	107.3%
Health		
Actuarial Present Value of Benefits (PVB)		
Retirees and Beneficiaries	0	0
Active Members	<u>5,807,514</u>	<u>3,998,992</u>
Total Present Value of Benefits	5,807,514	3,998,992
Actuarial Accrued Liability (AAL)		
All Inactive Members	0	0
Active Members	<u>1,075,733</u>	<u>680,877</u>
Total Actuarial Accrued Liability	1,075,733	680,877
Actuarial Value of Assets (AVA)	2,281,928	1,429,806
Unfunded Actuarial Accrued Liability	(1,206,195)	(748,929)
PVB Funded Ratio (AVA / PVB)	39.3%	35.8%
AAL Funded Ratio (AVA / AAL)	212.1%	210.0%

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

Derivation of Experience (Gain)/Loss

	Tiers 1 & 2		Tier 3	
	Pension	Health	Pension	Health
(1) Unfunded Actuarial Accrued Liability as of June 30, 2021	(2,802,740)	(703,589)	(3,129,864)	(748,929)
(2) Normal Cost Developed in Last Valuation	440,031	16,755	10,742,365	143,232
(3) Actual Contributions	436,148	0	13,287,994	708,578
(4) Expected Interest On (1), (2), and (3)	(188,117)	(50,139)	79,243	(69,623)
(5) Expected Unfunded Actuarial Accrued Liability as of June 30, 2022 (1)+(2)-(3)+(4)	(2,986,974)	(736,973)	(5,596,250)	(1,383,898)
(6) Changes to UAAL Due to Assumptions, Methods and Benefits	595,969	5,350	(1,466,606)	33,112
(7) Change to UAAL Due to Actuarial (Gain)/Loss	<u>27,059</u>	<u>25,356</u>	<u>(169,797)</u>	<u>144,591</u>
(8) Unfunded Actuarial Accrued Liability as of June 30, 2022	(2,363,946)	(706,267)	(7,232,653)	(1,206,195)

Amortization of Unfunded Liabilities - Tiers 1 & 2

	Date Established	Outstanding Balance	Years Remaining	Amortization Rate
Pension	06/30/2019	0	14	0.00%
	06/30/2021	(1,368,291)	19	(2.23%)
	06/30/2022	<u>(995,655)</u>	15	<u>(1.84%)</u>
	Total	(2,363,946)		(4.07%)
Health	06/30/2019	0	10	0.00%
	06/30/2021	0	10	0.00%
	06/30/2022	<u>(595,786)</u>	10	<u>(1.42%)</u>
	Total	(595,786)		(1.42%)

Amortization of Unfunded Liabilities - Tier 3

	Date Established	Outstanding Balance	Years Remaining	Amortization Rate *
Pension	06/30/2018	133,264	6	0.02%
	06/30/2019	(1,174,488)	7	(0.12%)
	06/30/2020	783,926	8	0.07%
	06/30/2021	(2,629,391)	9	(0.23%)
	06/30/2022	<u>(4,345,964)</u>	10	<u>(0.35%)</u>
	Total	(7,232,653)		0.00%
Health	06/30/2018	(2,826)	6	0.00%
	06/30/2019	(107,381)	7	(0.01%)
	06/30/2020	(199,078)	8	(0.02%)
	06/30/2021	(379,902)	9	(0.03%)
	06/30/2022	<u>(517,008)</u>	10	<u>(0.04%)</u>
	Total	(1,206,195)		0.00%

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

IV. ASSET SUPPORT

Statement of Changes in Fiduciary Net Position for Year Ended June 30, 2022 Market Value Basis

	Tiers 1 & 2		Tier 3	
	Pension	Health	Pension	Health
Additions				
Contributions				
Member Contributions	\$ 131,683,526	\$ 0	\$ 29,063,146	\$ 0
Employer Contributions	3,012,703,558	0	29,064,040	0
Health Insurance Contributions	<u>0</u>	<u>3,802,966</u>	<u>0</u>	<u>1,407,709</u>
Total Contributions	3,144,387,084	3,802,966	58,127,186	1,407,709
Investment Income				
Net Increase in Fair Value	(701,182,251)	(21,695,499)	(8,741,820)	(280,480)
Interest and Dividends	126,401,305	3,911,022	1,575,879	50,562
Other Income	87,059,416	2,683,297	1,085,391	34,690
Less Investment Expenses	<u>(22,862,270)</u>	<u>(565,977)</u>	<u>(285,030)</u>	<u>(7,317)</u>
Net Investment Income	(510,583,800)	(15,667,157)	(6,365,580)	(202,545)
Non-investment Income	986,277	0	12,296	0
Transfers In	1,279,046	0	30,523	0
Total Additions	2,636,068,607	(11,864,191)	51,804,425	1,205,164
Deductions				
Distributions to Members				
Benefit Payments	1,014,242,856	0	151,291	0
Health Insurance Subsidy	0	17,298,612	0	0
Refund of Contributions	<u>13,520,140</u>	<u>0</u>	<u>1,255,336</u>	<u>0</u>
Total Distributions	1,027,762,996	17,298,612	1,406,627	0
Administrative Expenses	9,180,607	278,897	114,460	3,606
Transfers Out	780,862	0	0	0
Other	0	0	0	0
Total Deductions	1,037,724,465	17,577,509	1,521,087	3,606
Net Increase / (Decrease)	1,598,344,142	(29,441,700)	50,283,338	1,201,558
Net Position Held in Trust				
Prior Valuation	11,444,452,554	403,467,753	112,339,143	3,633,858
Beginning of the Year Adjustment	0	0	0	0
End of the Year	13,042,796,696	374,026,053	162,622,481	4,835,416

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

A. Investment Income

A1. Actual Investment Income	\$ (519,764,407)
A2. Expected Amount for Immediate Recognition	911,394,336
A3. Amount Subject to Amortization	(1,431,158,743)

B. Amortization Schedule	Year Ended June 30						
	2022	2023	2024	2025	2026	2027	2028
2022 Experience (A3 / 7)	(204,451,249)	(204,451,249)	(204,451,249)	(204,451,249)	(204,451,249)	(204,451,249)	(204,451,249)
2021 Experience	238,978,744	238,978,744	238,978,744	238,978,744	238,978,744	238,978,745	
2020 Experience	(68,882,158)	(68,882,158)	(68,882,158)	(68,882,158)	(68,882,160)		
2019 Experience	(22,859,275)	(22,859,275)	(22,859,275)	(22,859,275)			
2018 Experience	(6,266,349)	(6,266,349)	(6,266,351)				
2017 Experience	33,380,149	33,380,148					
2016 Experience	(64,250,889)						
Total Amortization	(94,351,027)	(30,100,139)	(63,480,289)	(57,213,938)	(34,354,665)	34,527,496	(204,451,249)

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, June 30, 2021	10,462,717,622	
C2. Non-investment Net Cash Flow	2,118,108,549	
C3. Preliminary Actuarial Value of Assets, June 30, 2022 (A2 + B + C1 + C2)	13,397,869,480	
C4. Market Value of Assets, June 30, 2022	13,042,796,696	51,304,967
C5. Final Actuarial Value of Assets, June 30, 2022 (C3 Within 20% Corridor of C4)	13,397,869,480	52,701,676

D. Rates of Return

D1. Market Value Rate of Return	(4.2%)
D2. Actuarial Value Rate of Return	7.1%

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

A. Investment Income

A1. Actual Investment Income	\$ (15,946,054)
A2. Expected Amount for Immediate Recognition	28,969,231
A3. Amount Subject to Amortization	(44,915,285)

B. Amortization Schedule	Year Ended June 30						
	2022	2023	2024	2025	2026	2027	2028
2022 Experience (A3 / 7)	(6,416,469)	(6,416,469)	(6,416,469)	(6,416,469)	(6,416,469)	(6,416,469)	(6,416,471)
2021 Experience	9,257,478	9,257,478	9,257,478	9,257,478	9,257,478	9,257,481	
2020 Experience	(2,898,713)	(2,898,713)	(2,898,713)	(2,898,713)	(2,898,716)		
2019 Experience	(1,075,569)	(1,075,569)	(1,075,569)	(1,075,572)			
2018 Experience	(304,653)	(304,653)	(304,656)				
2017 Experience	1,532,136	1,532,136					
2016 Experience	(3,220,881)						
Total Amortization	(3,126,671)	94,210	(1,437,929)	(1,133,276)	(57,707)	2,841,012	(6,416,471)

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, June 30, 2021	367,789,300	
C2. Non-investment Net Cash Flow	(13,495,646)	
C3. Preliminary Actuarial Value of Assets, June 30, 2022 (A2 + B + C1 + C2)	380,136,214	
C4. Market Value of Assets, June 30, 2022	374,026,053	1,417,667
C5. Final Actuarial Value of Assets, June 30, 2022 (C3 Within 20% Corridor of C4)	380,136,214	1,440,826

D. Rates of Return

D1. Market Value Rate of Return	(4.0%)
D2. Actuarial Value Rate of Return	7.2%

Development of Pension Actuarial Value of Assets - Tiers 3

A. Investment Income

A1. Actual Investment Income	\$ (6,480,040)
A2. Expected Amount for Immediate Recognition	9,816,857
A3. Amount Subject to Amortization	(16,296,897)

B. Amortization Schedule	Year Ended June 30				
	2022	2023	2024	2025	2026
2022 Experience (A3 / 5)	(3,259,379)	(3,259,379)	(3,259,379)	(3,259,379)	(3,259,381)
2021 Experience	3,551,936	3,551,936	3,551,936	3,551,938	
2020 Experience	(351,296)	(351,296)	(351,294)		
2019 Experience	44,435	44,437			
2018 Experience	(208)				
Total Amortization	(14,512)	(14,302)	(58,737)	292,559	(3,259,381)

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, June 30, 2021	99,096,619	
C2. Non-investment Net Cash Flow	56,763,378	
C3. Preliminary Actuarial Value of Assets, June 30, 2022 (A2 + B + C1 + C2)	165,662,342	
C4. Market Value of Assets, June 30, 2022	162,622,481	74,774,123
C5. Final Actuarial Value of Assets, June 30, 2022 (C3 Within 20% Corridor of C4)	165,662,342	76,171,857

D. Rates of Return

D1. Market Value Rate of Return	(4.6%)
D2. Actuarial Value Rate of Return	7.7%

Development of Health Actuarial Value of Assets - Tiers 3

A. Investment Income

A1. Actual Investment Income	\$ (206,151)
A2. Expected Amount for Immediate Recognition	302,807
A3. Amount Subject to Amortization	(508,958)

B. Amortization Schedule	Year Ended June 30				
	2022	2023	2024	2025	2026
2022 Experience (A3 / 5)	(101,792)	(101,792)	(101,792)	(101,792)	(101,790)
2021 Experience	128,963	128,963	128,963	128,961	
2020 Experience	(10,555)	(10,555)	(10,557)		
2019 Experience	1,507	1,508			
2018 Experience	(165)				
Total Amortization	17,958	18,124	16,614	27,169	(101,790)

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, June 30, 2021	3,146,825	
C2. Non-investment Net Cash Flow	1,407,709	
C3. Preliminary Actuarial Value of Assets, June 30, 2022 (A2 + B + C1 + C2)	4,875,299	
C4. Market Value of Assets, June 30, 2022	4,835,416	2,263,260
C5. Final Actuarial Value of Assets, June 30, 2022 (C3 Within 20% Corridor of C4)	4,875,299	2,281,928

D. Rates of Return

D1. Market Value Rate of Return	(4.8%)
D2. Actuarial Value Rate of Return	8.3%

V. MEMBER STATISTICS

Valuation Data Summary

	June 30, 2022		June 30, 2021	
	Tiers 1 & 2	Tier 3	Tiers 1 & 2	Tier 3
Actives				
Number	44	22	49	15
Average Current Age	40.2	29.2	39.2	29.2
Average Age at Employment	28.2	27.5	28.1	27.7
Average Past Service	12.0	1.7	11.1	1.5
Average Annual Salary	\$84,587	\$59,716	\$80,222	\$60,735
Actives (transferred)				
Number	4	1	3	0
Average Current Age	33.3	29.0	32.2	N/A
Average Age at Employment	27.1	27.4	28.0	N/A
Average Past Service	6.2	1.6	4.2	N/A
Average Annual Salary	\$62,048	\$64,091	\$59,286	N/A
Retirees				
Number	23	0	22	0
Average Current Age	64.6	N/A	64.2	N/A
Average Annual Benefit	\$50,241	N/A	\$49,421	N/A
Drop Retirees				
Number	12	N/A	11	N/A
Average Current Age	54.9	N/A	54.5	N/A
Average Annual Benefit	\$50,336	N/A	\$52,110	N/A
Beneficiaries				
Number	15	0	15	0
Average Current Age	73.3	N/A	72.5	N/A
Average Annual Benefit	\$44,102	N/A	\$43,247	N/A
Disability Retirees				
Number	3	0	4	0
Average Current Age	68.9	N/A	69.8	N/A
Average Annual Benefit	\$38,727	N/A	\$41,101	N/A
Inactive / Vested				
Number	7	4	8	3
Average Current Age	47.4	26.6	45.3	26.1
Average Accumulated Contributions	\$20,951	\$5,114	\$24,126	\$7,952
Total Number	108	27	112	18
Former Members (transferred)	6	0	4	0

Active Counts and Pay Summary - Tiers 1 & 2

Age	Past Service							Total Count	Total Pay	Average Pay
	0-4	5-9	10-14	15-19	20-24	25-29	30+			
<20	0	0	0	0	0	0	0	0	0	0
20 - 24	0	0	0	0	0	0	0	0	0	0
25 - 29	0	4	0	0	0	0	0	4	259,370	64,843
30 - 34	0	9	0	0	0	0	0	9	620,100	68,900
35 - 39	2	5	11	1	0	0	0	19	1,553,763	81,777
40 - 44	0	1	3	2	0	0	0	6	518,297	86,383
45 - 49	0	0	0	5	0	0	0	5	505,898	101,180
50 - 54	0	0	0	1	0	0	0	1	80,952	80,952
55 - 59	0	0	1	0	1	0	0	2	224,106	112,053
60 - 64	0	0	0	0	1	0	0	1	135,622	135,622
65+	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>71,904</u>	71,904
Total	2	20	15	9	2	0	0	48	3,970,012	82,709

Active Counts and Pay Summary - Tier 3

Age	Past Service							Total Count	Total Pay	Average Pay
	0-4	5-9	10-14	15-19	20-24	25-29	30+			
<20	0	0	0	0	0	0	0	0	0	0
20 - 24	1	0	0	0	0	0	0	1	55,628	55,628
25 - 29	15	0	0	0	0	0	0	15	889,991	59,333
30 - 34	5	0	0	0	0	0	0	5	307,816	61,563
35 - 39	1	0	0	0	0	0	0	1	64,869	64,869
40 - 44	1	0	0	0	0	0	0	1	59,544	59,544
45 - 49	0	0	0	0	0	0	0	0	0	0
50 - 54	0	0	0	0	0	0	0	0	0	0
55 - 59	0	0	0	0	0	0	0	0	0	0
60 - 64	0	0	0	0	0	0	0	0	0	0
65+	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
Total	23	0	0	0	0	0	0	23	1,377,848	59,906

In-Payment Counts and Benefit Summary – All Tiers

Age	Count	Average Annual Benefit
< 40	0	0
40 - 44	0	0
45 - 49	1	42,007
50 - 54	2	48,606
55 - 59	5	48,432
60 - 64	7	51,362
65 - 69	9	45,179
70 - 74	7	45,300
75 - 79	6	45,167
80 - 84	3	53,165
85 - 89	1	38,133
90 - 94	0	0
95 - 99	0	0
100+	0	0
Total	41	47,152

"In-Payment" refers to retired, beneficiary, and disabled members.

VI. ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate

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

Tiers 1 & 2:

7.20% per year.

Tier 3:

7.00% per year.

Salary Increases

See table at the end of this section. This is an annual increase for individual member's salary. These rates are based on a 2022 experience study using actual plan experience.

Inflation

2.50%.

Tier 3 Compensation Limit

\$115,868 for calendar 2022. Assumed increases of 2.00% per year thereafter.

Cost-of-Living Adjustment

1.85%.

Mortality Rates

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

Active Lives:

PubS-2010 Employee mortality, adjusted by a factor of 1.03 for male members and 1.08 for female members, with generational improvements using 85% of the most recent projection scale (currently Scale MP-2021). 100% of active deaths are assumed to be in the line of duty.

Inactive Lives:

PubS-2010 Healthy Retiree mortality, adjusted by a factor of 1.03 for male retirees and 1.11 for female retirees, with generational improvements using 85% of the most recent projection scale (currently Scale MP-2021).

Beneficiaries:

PubS-2010 Survivor mortality, adjusted by a factor of 0.98 for male beneficiaries and adjusted by a factor of 1.06 for female beneficiaries, with generational improvements using 85% of the most recent projection scale (currently Scale MP-2021).

Disabled Lives:

PubS-2010 Disabled mortality, adjusted by a factor of 1.08 for male disabled members and 1.01 for female disabled members, with generational improvements using 85% of the most recent projection scale (currently Scale MP-2021).

The mortality assumptions sufficiently accommodate anticipated future mortality improvements.

Retirement / DROP Rates

These rates are used to project future decrements from the active population due to retirement. The rates below are based on a 2022 experience study using actual plan experience.

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

Age-related rates based on age at retirement:

Police - 40% assumed at age 62 and 63, 35% assumed at age 64, 25% assumed at ages 65 and 66, 50% assumed at ages 67 – 69, and 100% assumed at age 70.

Fire - 25% assumed at age 62 and 63, 35% assumed at age 64, 25% assumed at ages 65 and 66, 50% assumed at ages 67 – 69, and 100% assumed at age 70.

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

Service-related rates based on service at retirement. See complete tables at the end of this section.

60% are assumed to enter the DROP program while the remaining 40% are assumed to retire and commence benefits immediately. DROP periods are assumed to be 5 years in length.

Tiers 2 & 3:

Age-related rates based on age at retirement. 50% assumed at age 53, 30% assumed at ages 54 – 59, 60% assumed at ages 60 – 63, and 100% assumed at age 64.

Termination Rate

These rates are used to project future decrements from the active population due to termination. Complete table of rates based on service at termination are provided at the end of this section. The rates apply to members prior to retirement eligibility and are based on a 2022 experience study using actual plan experience.

Disability Rate

These rates are used to project future decrements from the active population due to disability. Complete table of rates based on age at disability are provided at the end of this section. These rates are based on a 2022 experience study using actual plan experience. 90% of disablements are assumed to be duty-related.

Marital Status

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

Spouse's Age

Male spouses are assumed to be five years older than female members and female spouses are assumed to be 2 years younger than males members.

Health Care Utilization

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

Funding Method

Entry Age Normal Cost Method.

Lateral Transfers

When active members transfer between employers, the new employer's liability starts from their new date of hire with no past service liability (i.e., all liability is accrued through normal cost). Per PSPRS administrative decision, once the new employer's liability is fully funded, the liability will reflect all past service liability.

Actuarial Asset Method

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

Tiers 1 & 2:

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

Tier 3:

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

Funding Policy Amortization Method***Tiers 1 & 2:***

Any positive UAAL (assets less than liabilities) is amortized using a layered approach beginning with the June 30, 2020 valuation, with new amounts determined according to a Level Dollar method over a closed period of 15 years (phased into from current period of at most 30 years). Initial layer from June 30, 2019 valuation continues to be amortized according to a Level Percentage of Payroll method.

Tier 3:

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

Payroll Growth

2.50% per year. This is annual increase for total employer payroll.

Changes to Actuarial Assumptions and Methods Since the Prior Valuation

Based on the results of the 2022 experience study, the following assumption changes were made:

- Updated mortality, retirement, termination, and disability rate tables.
- Updated assumed salary increase and cost-of-living adjustment rates.

In addition, the interest rate for Tier 1 and 2 members was decreased from 7.30% to 7.20% and the payroll growth assumption was lowered from 3.00% to 2.50%.

The expected DROP period length was increased from 4 years to 5 years to reflect DROP benefit changes.

There were no method changes since the prior valuation.

Salary Increase Rates

Age	Maricopa Police	Pima Police	Other Police	Maricopa Fire	Pima Fire	Other Fire
20	15.00%	12.00%	14.00%	15.00%	12.00%	13.00%
21	14.00%	6.00%	12.00%	14.00%	11.00%	12.00%
22	13.00%	6.00%	10.00%	13.00%	10.00%	11.00%
23	12.00%	6.00%	9.00%	12.00%	9.50%	10.00%
24	11.00%	6.00%	8.00%	11.00%	9.00%	9.00%
25	10.00%	6.00%	7.00%	10.00%	8.50%	8.00%
26	9.00%	5.50%	6.50%	9.50%	7.50%	7.50%
27	8.00%	5.50%	6.25%	9.00%	6.50%	7.50%
28	7.50%	5.50%	6.00%	8.50%	5.75%	7.00%
29	7.00%	5.50%	5.80%	8.00%	5.75%	6.50%
30	6.50%	5.25%	5.60%	8.00%	5.50%	6.50%
31	6.00%	5.25%	5.40%	7.50%	5.50%	6.00%
32	5.50%	5.00%	5.20%	7.00%	5.00%	5.50%
33	5.10%	5.00%	5.00%	6.50%	5.00%	5.50%
34	4.90%	5.00%	4.90%	6.50%	5.00%	5.50%
35	4.70%	4.50%	4.80%	6.00%	5.00%	5.50%
36	4.50%	4.50%	4.70%	5.50%	5.00%	5.50%
37	4.30%	4.50%	4.60%	5.25%	4.50%	5.00%
38	4.10%	4.00%	4.50%	5.00%	4.50%	5.00%
39	4.00%	4.00%	4.40%	4.75%	4.50%	5.00%
40	3.90%	4.00%	4.30%	4.75%	4.50%	5.00%
41	3.80%	3.80%	4.20%	4.50%	4.50%	4.50%
42	3.70%	3.60%	4.10%	4.50%	4.00%	4.50%
43	3.60%	3.40%	4.00%	4.50%	4.00%	4.50%
44	3.50%	3.20%	3.90%	4.50%	4.00%	4.00%
45	3.50%	3.00%	3.80%	4.25%	4.00%	4.00%
46	3.50%	3.00%	3.70%	4.25%	3.75%	4.00%
47	3.50%	3.00%	3.60%	4.25%	3.75%	3.75%
48	3.50%	3.00%	3.50%	4.00%	3.75%	3.75%
49	3.50%	3.00%	3.50%	4.00%	3.50%	3.75%
50	3.25%	3.00%	3.50%	3.75%	3.50%	3.75%
51	3.25%	3.00%	3.50%	3.75%	3.50%	3.75%
52	3.25%	2.75%	3.50%	3.75%	3.50%	3.75%
53+	3.25%	2.75%	3.50%	3.75%	3.25%	3.75%

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

Service	Maricopa Police	Pima Police	Other Police	Maricopa Fire	Pima Fire	Other Fire
20	28%	28%	35%	14%	20%	20%
21	25%	25%	35%	17%	20%	25%
22	15%	16%	22%	7%	13%	15%
23	12%	12%	12%	7%	7%	10%
24	8%	9%	12%	7%	7%	10%
25	30%	22%	25%	17%	22%	30%
26	42%	42%	40%	30%	26%	30%
27	32%	30%	28%	23%	30%	30%
28	32%	30%	28%	30%	30%	30%
29	32%	20%	28%	30%	30%	30%
30	35%	25%	35%	30%	30%	35%
31	35%	33%	30%	40%	30%	35%
32	60%	50%	70%	55%	30%	35%
33	60%	50%	70%	55%	60%	60%
34+	100%	100%	100%	100%	100%	100%

Termination Rates

Service	Maricopa Police	Pima Police	Other Police	Maricopa Fire	Pima Fire	Other Fire
0	13.0%	14.0%	13.5%	4.5%	10.0%	10.5%
1	8.0%	9.0%	11.5%	3.5%	6.0%	8.5%
2	6.0%	7.5%	10.5%	2.5%	4.5%	8.0%
3	4.5%	7.0%	9.5%	2.0%	4.0%	8.0%
4	3.6%	6.5%	9.0%	1.5%	4.0%	7.0%
5	3.3%	5.0%	8.0%	1.5%	4.0%	5.0%
6	3.3%	5.0%	7.0%	1.5%	4.0%	5.0%
7	3.3%	4.0%	6.5%	1.5%	3.0%	4.0%
8	2.4%	4.0%	6.5%	1.5%	3.0%	4.0%
9	2.4%	4.0%	6.0%	1.5%	3.0%	3.5%
10	2.4%	4.0%	5.0%	1.0%	2.0%	3.0%
11	1.8%	3.0%	4.0%	1.0%	2.0%	2.5%
12	1.8%	3.0%	4.0%	1.0%	1.5%	2.0%
13	1.3%	2.0%	3.5%	1.0%	1.0%	1.5%
14	1.3%	2.0%	3.0%	0.5%	1.0%	1.4%
15	0.8%	1.5%	2.5%	0.5%	1.0%	1.4%
16	0.8%	1.5%	2.0%	0.5%	0.5%	1.4%
17	0.8%	1.0%	2.0%	0.5%	0.5%	1.4%
18	0.8%	1.0%	1.8%	0.5%	0.5%	1.4%
19	0.8%	1.0%	1.8%	0.5%	0.5%	0.5%
20+	0.5%	1.0%	1.8%	0.4%	0.5%	0.5%

Disability Rates

Age	Maricopa Police	Pima Police	Other Police	Maricopa Fire	Pima Fire	Other Fire
20	0.050%	0.050%	0.120%	0.020%	0.020%	0.020%
21	0.050%	0.050%	0.120%	0.020%	0.020%	0.020%
22	0.050%	0.050%	0.120%	0.020%	0.020%	0.020%
23	0.050%	0.050%	0.120%	0.020%	0.020%	0.020%
24	0.050%	0.050%	0.120%	0.020%	0.020%	0.020%
25	0.050%	0.050%	0.120%	0.020%	0.020%	0.020%
26	0.100%	0.100%	0.160%	0.035%	0.020%	0.020%
27	0.100%	0.100%	0.160%	0.035%	0.020%	0.020%
28	0.100%	0.100%	0.160%	0.035%	0.020%	0.020%
29	0.100%	0.100%	0.160%	0.035%	0.020%	0.020%
30	0.100%	0.100%	0.160%	0.035%	0.020%	0.020%
31	0.230%	0.180%	0.240%	0.090%	0.100%	0.060%
32	0.230%	0.180%	0.240%	0.090%	0.100%	0.060%
33	0.230%	0.180%	0.240%	0.090%	0.100%	0.060%
34	0.230%	0.180%	0.240%	0.090%	0.100%	0.060%
35	0.230%	0.180%	0.240%	0.090%	0.100%	0.060%
36	0.450%	0.350%	0.320%	0.150%	0.150%	0.140%
37	0.450%	0.350%	0.320%	0.150%	0.150%	0.140%
38	0.450%	0.350%	0.320%	0.150%	0.150%	0.140%
39	0.450%	0.350%	0.320%	0.150%	0.150%	0.140%
40	0.450%	0.350%	0.320%	0.150%	0.150%	0.140%
41	0.520%	0.650%	0.550%	0.170%	0.300%	0.250%
42	0.520%	0.650%	0.550%	0.170%	0.300%	0.250%
43	0.520%	0.650%	0.550%	0.170%	0.300%	0.250%
44	0.520%	0.650%	0.550%	0.170%	0.300%	0.250%
45	0.520%	0.650%	0.550%	0.170%	0.300%	0.250%
46	0.650%	0.750%	0.750%	0.300%	0.420%	0.420%
47	0.650%	0.750%	0.750%	0.300%	0.420%	0.420%
48	0.650%	0.750%	0.750%	0.300%	0.420%	0.420%
49	0.650%	0.750%	0.750%	0.300%	0.420%	0.420%
50	0.650%	0.750%	0.750%	0.300%	0.420%	0.420%
51	0.800%	0.800%	0.800%	0.700%	0.750%	0.750%
52	0.800%	0.800%	0.800%	0.700%	0.750%	0.750%
53	0.800%	0.800%	0.800%	0.700%	0.750%	0.750%
54	0.800%	0.800%	0.800%	0.700%	0.750%	0.750%
55	0.800%	0.800%	0.800%	0.700%	0.750%	0.750%
56+	1.000%	0.850%	0.900%	1.100%	0.800%	1.000%

VII. DISCUSSION OF RISK

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

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

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

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

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

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

Impact of Plan Maturity on Risk

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

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

Plan Maturity Measures and Other Risk Metrics - Tiers 1 & 2

	06/30/2019	06/30/2020	06/30/2021	06/30/2022
Support Ratio				
Total Actives	67	59	52	48
Total Inactives	58	57	60	60
Actives / Inactives	115.5%	103.5%	86.7%	80.0%
Asset Volatility Ratio				
Market Value of Assets (MVA)	21,559,439	21,334,050	54,713,175	51,304,967
Total Annual Payroll	4,765,117	4,267,888	4,108,738	3,970,012
MVA / Total Annual Payroll	452.4%	499.9%	1,331.6%	1,292.3%
Accrued Liability (AL) Ratio				
Inactive Accrued Liability	26,889,605	30,735,764	32,761,948	35,034,102
Total Accrued Liability	43,243,829	45,162,050	47,216,996	50,337,730
Inactive AL / Total AL	62.2%	68.1%	69.4%	69.6%
Funded Ratio				
Actuarial Value of Assets (AVA)	22,299,292	22,970,098	50,019,736	52,701,676
Total Accrued Liability	43,243,829	45,162,050	47,216,996	50,337,730
AVA / Total Accrued Liability	51.6%	50.9%	105.9%	104.7%
Net Cash Flow Ratio				
Net Cash Flow ¹	466,316	(410,057)	24,051,885	(1,183,621)
Market Value of Assets (MVA)	21,559,439	21,334,050	54,713,175	51,304,967
Net Cash Flow / MVA	2.2%	(1.9%)	44.0%	(2.3%)

¹ Determined as total contributions minus benefit payments. Administrative expenses are typically included but are considered part of the net interest rate assumption for this plan.

Plan Maturity Measures and Other Risk Metrics - Tier 3 ¹

	06/30/2019	06/30/2020	06/30/2021	06/30/2022
Support Ratio				
Total Actives	944	1,408	1,853	2,417
Total Inactives	57	130	221	327
Actives / Inactives	1,656.1%	1,083.1%	838.5%	739.1%
Asset Volatility Ratio				
Market Value of Assets (MVA)	9,392,896	22,964,925	51,992,240	74,774,123
Total Annual Payroll	50,420,565	84,448,996	115,883,115	165,151,543
MVA / Total Annual Payroll	18.6%	27.2%	44.9%	45.3%
Accrued Liability (AL) Ratio				
Inactive Accrued Liability	203,244	1,173,104	2,290,610	4,598,114
Total Accrued Liability	7,956,725	23,239,599	42,733,537	68,939,204
Inactive AL / Total AL	2.6%	5.0%	5.4%	6.7%
Funded Ratio				
Actuarial Value of Assets (AVA)	9,305,220	23,570,444	45,863,401	76,171,857
Total Accrued Liability	7,956,725	23,239,599	42,733,537	68,939,204
AVA / Total Accrued Liability	116.9%	101.4%	107.3%	110.5%
Net Cash Flow Ratio				
Net Cash Flow ²	7,281,178	13,192,598	18,607,209	25,802,686
Market Value of Assets (MVA)	9,392,896	22,964,925	51,992,240	74,774,123
Net Cash Flow / MVA	77.5%	57.4%	35.8%	34.5%

¹ Tier 3 results are shown for the Risk Sharing group, where applicable.

² Determined as total contributions minus benefit payments. Administrative expenses are typically included but are considered part of the net interest rate assumption for this plan.

VIII. SUMMARY OF CURRENT PLAN

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

Membership

Full-time employees of an eligible group, prior to attaining age 65, who are engaged to work for more than six months in a calendar year. Tier 3 Defined Contribution members are able to elect participation in post-retirement health insurance subsidy.

Benefit Tiers

Benefits differ for members based on their hire date:

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

Compensation

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

Average Monthly Benefit Compensation

Tier 1:

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

Tier 2:

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

Tier 3:

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

Credited Service

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

Normal Retirement Date

Tier 1:

First day of month following attainment of 1) 20 years of service or

2) 62nd birthday and completion of 15 years of service.

Tier 2:

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

Tier 3:

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

Benefit

Tier 1:

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

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

Tier 2:

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

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

Tier 3:

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

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

Form of Benefit	For married retirees, an annuity payable for the life of the member with 80% continuing to the eligible spouse upon death. For unmarried retirees, the normal form is a single life annuity.
<u>Early Retirement</u>	<i>Only applicable to Tier 3 members:</i>
Date	Attainment of age 52.5 and 15 years of Credited Service.
Benefit	Actuarial equivalent of Normal Retirement benefit.
<u>Disability Benefit – Accidental (duty-related)</u>	
Eligibility	Total and permanent disability incurred in performance of duty.
Benefit Amount	A maximum of: - a.) 50% of Average Monthly Benefit Compensation, and; - b.) The monthly Normal Retirement pension that the member is entitled to receive if he or she retired immediately.
<u>Disability Benefit – Ordinary (not duty-related)</u>	
Eligibility	Total and permanent disability not incurred in performance of duty.
Benefit Amount	Normal Retirement pension that the member is entitled to receive, prorated based on Credited Service earned over the required Credited Service for Normal Retirement (maximum ratio of 1).
<u>Disability Benefit – Other</u>	
Temporary	Benefit equals 1/12 of 50% of compensation during year preceding date of disability. Payments terminate after 12 months.
Catastrophic	Benefit equals 90% of Average Monthly Benefit Compensation. After 60 months member receives greater of 62.5% Average Monthly Benefit Compensation and accrued normal pension.
<u>Pre-Retirement Death Benefit</u>	
Service Incurred	100% of Average Monthly Benefit Compensation, reduced by child's pension.
Non-Service Incurred	80% of benefit based on calculation for accidental disability retirement.
Child's Pension	10% of pension for each child (maximum 20% paid) based on calculation for accidental disability retirement. Payable to dependent child under age 18 (23, if full-time student).
Guardian's Pension	Same as spouse's pension. Payable (along with child's pension) when no spouse is being paid and there is at least one child under 18 (23, if full-time student).

Vesting (Termination)

Vesting Service Requirement **Tier 1:**
10 years of Credited Service.

Tiers 2 & 3:
15 years of Credited Service.

Non-Vested Benefit

Tier 1:
Lump sum payment of accumulated contributions, plus additional amount based on years of Credited Service.

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

Tiers 2 & 3:
Lump sum payment of accumulated contributions, with interest at rate determined by the Board.

Vested Benefit

Tier 1:
Deferred retirement annuity based on two times member's accumulated contributions, deferred to age 62. Member is not entitled to survivor benefits, benefit increases, or group health insurance subsidy.

Tiers 2 & 3:
Calculated same as normal retirement pension. Payable if contributions left in fund until reach age requirement. Member is entitled to survivor benefits, benefit increases, and group health insurance subsidy.

Cost-of-Living Adjustment

Payable to retired member or survivor of retired member

Tiers 1 & 2:
Compound cost-of-living adjustment on base benefit. First payment is made on July 1, 2018, with annual adjustments effective every July 1 thereafter.

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

Statistics. Maximum increase of 2%.

Tier 3:

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

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

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

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

Deferred Retirement Option Plan (DROP):

Eligibility	Tier 1 and 20 years of Credited Service.	
DROP Period	Maximum 84 months.	
Member Contributions	Cease upon DROP entry.	
Benefit Amount	Calculated based on Credited Service and average monthly compensation as of the beginning of the DROP period, credited to DROP participation account for DROP period.	
Interest on DROP Participation Account	<u>Beginning Year</u>	<u>Interest Rate</u>
	July 1, 2016	7.40%
	July 1, 2018	7.30%
	July 1, 2022	7.20%
Payment of DROP Participation Account	Payable as lump sum distribution to Public Safety Personnel Defined Contribution Retirement Plan at earlier of 1) end of DROP period, 2) at termination, or 3) five years.	
Payment Monthly Benefit	System commences payment of benefit amount at the earlier of 1) the end of the DROP period and 2) at termination.	

Post-Retirement Health Insurance Subsidy

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

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

Employee Contributions

Tiers 1 & 2:

7.65% (effective July 1, 2023).

Tier 3:

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

Employer Contributions

Tiers 1 & 2:

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

Tier 3:

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

Changes to Benefit Provisions Since the Prior Valuation

- The DROP benefit was extended to 84 months.
- HB2088 set the ongoing member contribution rate for Tiers 1 & 2 to be 7.65% for all members and remove any adjustment for the “maintenance of effort”.

IX. ACTUARIAL FUNDING POLICY

A pension plan funding policy describes how pension funding will improve for underfunded plans or maintain funded benefits for funded plans over time for those benefits defined in ARS. Those benefits defined in ARS are to be equitably managed and administered by PSPRS.

This Actuarial Funding Policy identifies the funding objectives and elements of the actuarial funding policy set by the Board for the Arizona Public Safety Personnel Retirement System (PSPRS). The Board adopted this Funding Policy to help ensure the systematic funding of future benefit payments for members of the Retirement System as established by the legislature.

To achieve the systematic funding of future benefits, metrics are identified to measure the progress, or the lack of progress, over time to identify trends. These trends inform the continuation of the current policies or identify areas of needed research for consideration.

This funding policy is reviewed annually and adopted by the Board in accordance with ARS 38-863.02. This policy was reviewed and adopted by the Board in September 2022.

PSPRS Statement of Purpose

The Purpose of the Public Safety Personnel Retirement System is to provide uniform, consistent, and equitable statewide retirement programs for those who have been entrusted to our care.

Funding Objectives

1. Maintain adequate assets so that current plan assets, plus future contributions and investment earnings, are sufficient to fund all benefits expected to be paid to members and their beneficiaries.
 - a. Corollary 1a: Current and future contributions should be calculated based upon assumptions that reflect the Board's best estimate of future experience and methods that appropriately allocate costs to address generational equity.
 - b. Corollary 1b: While the shorter-term objective is to fully fund the actuarial liability (AAL) that estimates benefits earned as of the valuation date, contributions should target the long-term present value of benefits (PVB) to fund all benefits and help offset risks.
 - c. As closed plans mature, the target funding should be 110% of AAL or 100% of PVB, whichever is greater.
2. Maintain public policy goals of accountability and transparency through stakeholder communication and education. Each policy element is clear in intent and effect, and each should be considered in a balanced approach to determine how and when the funding requirements of the plan will be met.
 - a. Corollary 2a: Board shall provide stakeholders with separate reports and tools to help explain current results as well as to help model future funding requirements.
3. Promote intergenerational equity. Defined benefit pensions are designed with a long-term perspective and designed to minimize contribution volatility that cannot avoid some level of generational cost shift. However, the goal is that each generation of members and employers (taxpayers) should, to the extent

possible, incur the cost of benefits for the employees who provide services to them, rather than shifting those costs to other generations of members and employers (taxpayers).

- a. Corollary 3a: A systematic reduction of the Unfunded Actuarial Accrued Liability (UAAL) over a reasonable time period is paramount to achieving this objective.

Consideration can be given to reduce volatility, to the extent possible, of employer and employee contribution rates as long as the integrity of the objectives listed above is not compromised.

Elements of Actuarial Funding Policy

1. Actuarial Cost Method

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

2. Asset Smoothing Method

- a. The investment gains or losses of each valuation period, resulting from the difference between the actual investment return and assumed investment return, shall be recognized annually in level amounts over seven years (Tiers 1 and 2) or five years (Tier 3) in calculating the Actuarial Value of Assets.
- b. The Actuarial Value of Assets so determine shall be subject to a 20% corridor relative to the Market Value of Assets.

3. Amortization Method (Unfunded Amounts)

- a. The Actuarial Value of Assets are subtracted from the computed AAL. Any unfunded amount is amortized as a level percent of payroll over a closed period.
- b. The unfunded liabilities, for EORP and Tiers 1 & 2 for both PSPRS and CORP, determined in the June 30, 2019 actuarial valuation will become the initial layer for each employer beginning with the June 30, 2020 actuarial valuation and amortized using the current closed year period for that employer and continue to decrease each year.
 - i. The payroll growth rate assumption used to amortize the Public Safety Plan (PSPRS) June 30, 2019 Unfunded Liability will be decreased by 0.5% beginning with the 6/30/2021 actuarial valuation and again each year with the intention of ultimately achieving 0.0%. Once the payroll growth assumption reaches 2.0%, however, the Board will reevaluate the payroll growth assumption and decide whether to continue to let it track down to 0.0%.
 - ii. The payroll growth rate used to amortize the Correction Officers Retirement Plan (CORP) June 30, 2019 Unfunded Liability will be 3.0% beginning with the 6/30/2020 actuarial valuation, and future years will be reduced by 0.5% until 0.0% is reached.
 - iii. The payroll growth rate used to amortize the Elected Officials Retirement Plan (EORP) June 30, 2019 Unfunded Liability will be 2.5% beginning with the 6/30/2020 actuarial valuation, and future years will be reduced by 0.5% until 0.0% is reached.
- c. Gains and losses, for EORP and Tiers 1 & 2 for both PSPRS and CORP, for each employer beginning with the June 30, 2020 actuarial valuation will be amortized as a new layer over the same amortization period as the regular unfunded liability to a minimum of 15 years. Once the amortization period for each employer decreases to 15 years, each subsequent year's gains and losses will be amortized as a new 15-year closed layer.

- i. The payroll growth rate used to amortize unfunded liability for all Plans under this paragraph will be 0.0% (i.e. level-dollar amortization).
 - d. Tier 3 amortization methods are established in ARS 38-843.G and ARS 38-891.K.
4. Amortization Method (Overfunded Amounts)
- a. The Actuarial Value of Assets are subtracted from the target funding level (greater of 110% of AAL or 100% of PVB). Any overfunded amount is amortized as a level dollar amount over an open 10-year period.

Metrics to Monitor Funding Objectives

1. Appropriateness of Assumptions – Gain/Loss Experience (Corollary 1a)
 - a. Metric: Do the cumulative gain/loss layers over the prior five years exceed 8% of plan assets?
 - b. Measurement: History of annual gain/loss (split by asset and liability experience) and five-year cumulative results will be tracked.
 - c. Action Plan: This metric assumes that a full experience study is performed at least every five years so objective of measurement is to monitor interim experience. If the metric answer is yes, a review of the sources or causes of gains and losses should be analyzed and presented to the Advisory Committee to provide a recommendation to the Board of Trustees. The analysis and presentation are intended to provide a basis for consideration if assumption changes are warranted between full experience studies.
2. Funding Targets (Corollary 1b)
 - a. Metric: Has the funded status, on both an AAL and PVB basis when compared to the market value of assets, increased over a five-year period?
 - b. Measurement: History of funded status measures will be tracked.
 - c. Action Plan: If the answer is no and not readily explainable (e.g., significant assumption change), a review of the reason(s) for the decrease should be researched and presented to the Advisory Committee to provide a recommendation to the Board of Trustees. The analysis and presentation are intended to provide a basis for consideration if changes to assumptions and/or methods are warranted between full experience studies.
3. Communication with Stakeholders (Corollary 2a)
 - a. Metric: Have reports and budgeting tools been provided to stakeholders in a timely fashion?
 - b. Measurement: Yes/No answer based on input from PSPRS administrator. (An annual standard survey of stakeholders – 3 to 5 questions.)
 - c. Action Plan: If the answer is no, and periodically regardless (e.g., every three years), PSPRS staff will revisit this metric to report to the Advisory Committee to provide a recommendation to the Board of Trustees if current reports / tools are sufficient and if the delivery timing is appropriate.
4. Timely Recognition of Costs (Corollary 3a)
 - a. Metric: Has the percentage of unfunded liability subject to negative amortization decreased over a five-year lookback period?
 - b. Measurement: History of unfunded liability subject to negative amortization as a percentage of total unfunded liability will be tracked.
 - c. Action Plan: If the answer is no, and not readily explainable (e.g., adopted assumption changes being phased in are anticipated to address negative amortization), a review of the reason(s) for negative

amortization should be researched and presented to the Advisory Committee to provide a recommendation to the Board of Trustees. The analysis and presentation are intended to provide a basis for consideration if changes to assumptions and/or methods are warranted between full experience studies.

X. GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARIZONA CORRECTIONS OFFICER RETIREMENT PLAN

YUMA COUNTY - DETENTION (510)

ACTUARIAL VALUATION
AS OF JUNE 30, 2022

CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING JUNE 30, 2024



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

December 2022

Board of Trustees
Arizona Corrections Officer Retirement Plan
Phoenix, AZ

Re: *Actuarial Valuation Report as of June 30, 2022 for Yuma County - Detention (510)*

Dear Members of the Board:

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

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

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Title 38, Chapter 5, Article 6 of the Arizona Revised Statutes, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

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

The funding percentages and unfunded accrued liability as measured based on the actuarial value of assets will differ from similar measures based on the market value of assets. These measures, as provided, are appropriate for determining the adequacy of future contributions, but may not be appropriate for the purpose of settling a portion or all of the Plan's liabilities.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by CORP through June 30, 2022 and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

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

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

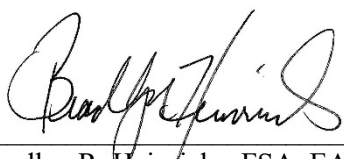
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report are considered an integral part of the actuarial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

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

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

Respectfully Submitted,

Foster & Foster, Inc.

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

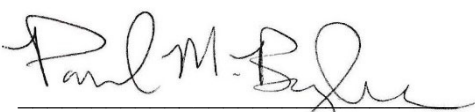
By: 
Paul M. Baugher, FSA, EA, MAAA

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I. SUMMARY OF REPORT

The regular annual actuarial valuation of the Arizona Corrections Officer Retirement Plan for the Yuma County - Detention, performed as of June 30, 2022, has been completed and the results are presented in this Report. The purpose of this valuation is to:

- Compute the liabilities associated with benefits likely to be paid on behalf of current retired and active members. This information is contained in the section entitled “Liability Support.”
- Compare accumulated assets with the liabilities to assess the funded condition. This information is contained in the section entitled “Liability Support.”
- Compute the employers’ recommended contribution rates for the Fiscal Year beginning July 1, 2023. This information is contained in the section entitled “Contribution Results.”

1. Key Valuation Results

The funded status as of June 30, 2022 and the employer contribution amounts applicable to the plan/fiscal year ending June 30, 2024 are as follows:

	Tier 1 & Tier 2 Members		
	Pension	Health	Total
Employer Contribution Rate	6.00%	0.00%	6.00%
Funded Status	104.7%	314.8%	108.0%

2. Comparison of Key Results to Prior Year

The chart below compares the results from this valuation with the results of the prior year’s valuation (as of June 30, 2021):

Contribution Rate

Valuation Date	Tier 1 & Tier 2 Members		
	Pension	Health	Total
June 30, 2021	6.30%	0.00%	6.30%
June 30, 2022	6.00%	0.00%	6.00%

Funded Status

Valuation Date	Tier 1 & Tier 2 Members		
	Pension	Health	Total
June 30, 2021	106.0%	279.4%	109.1%
June 30, 2022	104.7%	314.8%	108.0%

3. Reasons for Change

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

Contribution Rate

	Tier 1 & Tier 2	
	Pension	Health
Contribution Rate Last Valuation	6.30%	0.00%
Asset Experience	0.34%	0.02%
Payroll Base	0.00%	(0.03%)
Liability Experience	0.67%	(0.12%)
Additional Contributions	0.00%	0.00%
Assumption/Method Change	(0.10%)	0.01%
Other	<u>(1.21%)</u>	<u>0.12%</u>
Contribution Rate This Valuation	6.00%	0.00%

Funded Status

	Tier 1 & Tier 2	
	Pension	Health
Funded Status Last Valuation	106.0%	279.4%
Asset Experience	(0.7%)	(1.7%)
Liability Experience	(1.6%)	43.4%
Additional Contributions	(0.0%)	0.0%
Assumption/Method Change	(1.0%)	(7.5%)
Other	<u>2.0%</u>	<u>1.2%</u>
Funded Status This Valuation	104.7%	314.8%

Assets Experience – Asset gains and losses (relative to the assumed earnings rate) are smoothed over seven years for Tiers 1 and 2. The return on the market value of assets for the year ending June 30, 2022 was (3.7%). On a smoothed, actuarial value of assets basis, however, the average return was 7.0%. This return fell just short of the 2021 assumed earnings rate of 7.3%.

Payroll Base – Under the current amortization policy for Tiers 1 and 2, the contribution rate is developed as a level percentage of payroll. Payroll for this purpose includes members of this plan and defined contribution plan's members that would have been in this plan. To the extent that actual payroll is lower/greater than last year's projected payroll, the contribution rate will increase/decrease as a result.

Liability Experience – Experience overall was slightly unfavorable, driven by higher than expected salary increases for actives and higher than expected COLA increases for inactive.

Additional Contribution – Monies contributed in excess of the required contribution rate in order to pay down the unfunded liability.

Assumption / Method Change – The Board adopted the assumption recommendations provided in the 2022 experience study report, dated April 21, 2022, which updated the salary, inflation, and demographic assumptions. The Board also reduced the interest rate from 7.30% to 7.20% and continued the decrease in the payroll growth assumption from 2.50% to 2.00%.

Other – This is the combination of all other factors that could impact liabilities year-over-year, with the primary sources being changes in member data.

4. Looking Ahead

The volatility in annual returns, which have produced both gains and losses in recent years, was dampened by the asset smoothing reflected in the actuarial value of assets. The significant loss realized this year will, in the absence of other gains, put upward pressure on the contribution rate next year.

If the June 30, 2022 pension valuation results were based on the market value of assets instead of the actuarial value of assets, the pension funded percentage for Tiers 1 and 2 would be 101.7% (instead of 104.7%) and the pension employer contribution requirement would be 6.00% of payroll (instead of 6.00%).

5. Conclusion

The funded status for Tiers 1 and 2 will continue to improve if assumptions are met and contributions at least equal to the rates determined for each employer are made to the fund. The recent adoption of a layered amortization approach along with a plan to systematically lower the payroll growth assumption was an excellent step to improve funding and ensure the Plan is on a viable path.

II. CONTRIBUTION RESULTS

Contribution Requirements

Development of Employer Contributions - Tiers 1 & 2 Members				
Valuation Date	June 30, 2022		June 30, 2021	
Applicable to Fiscal Year Ending	2024		2023	
	Rate	Dollar	Rate	Dollar
Pension				
Normal Cost				
Total Normal Cost	13.33%	\$532,482	13.95%	\$591,720
Employee Cost	<u>(7.65%)</u>	<u>(305,577)</u>	<u>(7.65%)</u>	<u>(324,540)</u>
Employer (Net) Normal Cost	5.68%	226,905	6.30%	267,180
Amortization of Unfunded Liability	<u>0.00%</u>	<u>0</u>	<u>0.00%</u>	<u>0</u>
Total Employer Cost (Pension)	5.68%	226,905	6.30%	267,180
Health				
Normal Cost	0.27%	\$10,737	0.28%	\$11,690
Amortization of Unfunded Liability	<u>(0.27%)</u>	<u>(10,737)</u>	<u>(0.28%)</u>	<u>(11,690)</u>
Total Employer Cost (Health)	0.00%	0	0.00%	0
Total Employer Cost (Pension + Health)	5.68%	226,905	6.30%	267,180
Total Minimum Contribution Requirement (if applicable)	6.00%		6.00%	
Alternate Contribution Rate (ACR) *	6.00%		6.00%	
Underlying Payroll (as of valuation date)		3,994,477		4,242,355

* The Alternate Contribution Rate is the sum of the positive amortization rates for Tiers 1 & 2 Pension and Health (subject to a 6% minimum) and is charged when retirees return to active status.

The results above are shown both prior to and after the application of the statutory minimum contribution requirement of 6% of payroll.

Development of Employer Contributions – Tier 3 Members

Valuation Date	June 30, 2022	June 30, 2021
Applicable to Fiscal Year Ending	2024	2023

Defined Contribution (DC) Retirement Plan

	Rate	Dollar	Rate	Dollar
Tier 3 DC Only				
Employee Cost	7.00%	\$ 169,300	7.00%	\$ 186,339
Employee Health Subsidy Program Cost	0.17%	4,112	0.17%	4,525
Employee Disability Program Cost	<u>0.45%</u>	<u>10,884</u>	<u>0.44%</u>	<u>11,713</u>
Total Employee Cost	7.62%	184,296	7.61%	202,577
Employer Cost	5.00%	120,929	5.00%	133,100
Employer Health Subsidy Program Cost	0.17%	4,112	0.17%	4,525
Employer Disability Program Cost	<u>0.45%</u>	<u>10,884</u>	<u>0.44%</u>	<u>11,713</u>
Total Employer Cost (before Legacy)	5.62%	135,925	5.61%	149,338
ER Legacy Cost of Tiers 1 & 2 Amort of Unfunded Liabilities *	0.00%	0	0.00%	0
Total Employer Cost	5.62%	135,925	5.61%	149,338
Underlying Payroll (as of valuation date)		2,418,571		2,661,992

* Pursuant to ARS § 38-891(A), the amortization of positive unfunded liabilities for Tiers 1 & 2 shall be applied to all Tier 3 payroll on a level percent basis. However, while it is statutorily required to present the rates in this manner, these are the minimums where alternate methods for paying down that unfunded liability is at the discretion of each employer. Further, to understand the effects of reform in relation to Tier 3, compare the total rate of Tier 3 before application of those legacy costs.

Contribution Rate Summary

	Tier 1	Tier 2	Tier 3	
Membership Date On or After	7/1/1986	1/1/2012	7/1/2018	
Available Retirement Plan	DB Plan	DB Plan	DB Plan ¹	DC Plan
Employee Contribution Rate				
CORP DB Rate	7.65%	7.65%	9.81%	
CORP DC Rate ²				7.00%
CODCRP Health Subsidy Program Rate				0.17%
CODCRP Disability Program Rate				0.45%
Total EE Contribution Rate	7.65%	7.65%	9.81%	7.62%
Employer Contribution Rate				
CORP DB Normal Cost	5.68%	5.68%	4.90%	
CORP DB Tier 1 & 2 Legacy Cost ³	0.00%	0.00%	0.00%	0.00%
CORP DC Rate				5.00%
CODCRP Health Subsidy Program Rate				0.17%
CODCRP Disability Program Rate				0.45%
Total ER Contribution Rate	5.68%	5.68%	4.90%	5.62%

¹ Applicable to AOC Probation and Surveillance only.

² Although the default contribution rate is 7%, Tier 3 members in the DC plan may choose an employee contribution rate anywhere between 5% and 40%.

³ Per statute (ARS § 38-891(A), any positive unfunded liability for Tiers 1 and 2 is to be applied to all Tier 3 (DB and DC) payrolls.

Exhibit summarizes employee and employer contributions based on Statute and the results of June 30, 2022 actuarial valuation. Pension and health components are combined, where applicable.

Impact of Additional Contributions

	Additional Contribution (000s)										
	\$0	\$100	\$200	\$300	\$400	\$500	\$600	\$700	\$800	\$900	\$1,000
Impact On											
Funded Status June 30, 2022	104.7%	105.0%	105.4%	105.7%	106.1%	106.4%	106.8%	107.1%	107.5%	107.8%	108.1%
FYE 2024 Contribution Rate	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%

Table shows the hypothetical change in the funded status and contribution rate from the June 30, 2022 actuarial valuation results for Tiers 1 & 2 if an additional contribution of the amount shown had been made to the Fund on June 30, 2022. This illustration can help estimate the impact of contributing additional monies to the fund in the future.

Historical Summary of Employer Rates

	Valuation Date June 30	Fiscal Year Ending June 30	Normal Cost	Pension Unfunded Amortization	Total	Normal Cost	Health Unfunded Amortization	Total
TIERS 1 & 2	2018	2020	7.26%	9.46%	16.72%	0.21%	(0.21%)	0.00%
	2019	2021	7.51%	11.61%	19.12%	0.32%	(0.32%)	0.00%
	2020	2022	5.83%	12.57%	18.40%	0.27%	(0.27%)	0.00%
	2021	2023	6.30%	0.00%	6.30%	0.28%	(0.28%)	0.00%
	2022	2024	5.68%	0.00%	5.68%	0.27%	(0.27%)	0.00%

III. LIABILITY SUPPORT

Liabilities and Funded Ratios by Benefit - Tiers 1 & 2

	June 30, 2022	June 30, 2021
Pension		
Actuarial Present Value of Benefits (PVB)		
Retirees and Beneficiaries	\$ 14,205,235	\$ 13,142,055
Vested Members	718,638	645,433
Active Members	<u>17,843,900</u>	<u>17,837,525</u>
Total Actuarial Present Value of Benefits	32,767,773	31,625,013
Actuarial Accrued Liability (AAL)		
All Inactive Members	14,923,873	13,787,488
Active Members	<u>14,090,358</u>	<u>13,455,411</u>
Total Actuarial Accrued Liability	29,014,231	27,242,899
Actuarial Value of Assets (AVA)	30,378,792	28,882,722
Unfunded Actuarial Accrued Liability	(1,364,561)	(1,639,823)
Funded Ratio (AVA / PVB)	92.7%	91.3%
Funded Ratio (AVA / AAL)	104.7%	106.0%
Health		
Actuarial Present Value of Benefits (PVB)		
Retirees and Beneficiaries	\$ 104,411	\$ 137,057
Active Members	<u>433,163</u>	<u>435,326</u>
Total Present Value of Benefits	537,574	572,383
Actuarial Accrued Liability (AAL)		
All Inactive Members	104,411	137,057
Active Members	<u>360,018</u>	<u>353,420</u>
Total Actuarial Accrued Liability	464,429	490,477
Actuarial Value of Assets (AVA)	1,461,947	1,370,529
Unfunded Actuarial Accrued Liability	(997,518)	(880,052)
Funded Ratio (AVA / PVB)	272.0%	239.4%
Funded Ratio (AVA / AAL)	314.8%	279.4%

Pension liabilities were increased by \$8,484 and health liabilities were increased by \$58 under the lateral transfer methodology.

Derivation of Experience (Gain)/Loss

	Tiers 1 & 2	
	Pension	Health
(1) Unfunded Actuarial Accrued Liability as of June 30, 2021	(1,639,823)	(880,052)
(2) Normal Cost Developed in Last Valuation	267,180	11,690
(3) Actual Contributions	231,372	0
(4) Expected Interest On (1), (2), and (3)	(108,499)	(63,390)
(5) Expected Unfunded Actuarial Accrued Liability as of June 30, 2022 (1)+(2)-(3)+(4)	(1,712,514)	(931,752)
(6) Changes to UAAL Due to Assumptions, Methods and Benefits	277,959	10,777
(7) Change to UAAL Due to Actuarial (Gain)/Loss	<u>69,994</u>	<u>(76,543)</u>
(8) Unfunded Actuarial Accrued Liability as of June 30, 2022	(1,364,561)	(997,518)

Amortization of Unfunded Liabilities - Tiers 1 & 2

	Date Established	Outstanding Balance	Years Remaining	Amortization Rate
Pension	06/30/2019	0	14	0.00%
	06/30/2021	(800,557)	19	(1.14%)
	06/30/2022	<u>(564,004)</u>	15	<u>(0.91%)</u>
	Total	(1,364,561)		(2.05%)
Health	06/30/2019	0	10	0.00%
	06/30/2021	0	10	0.00%
	06/30/2022	<u>(924,373)</u>	10	<u>(1.93%)</u>
	Total	(924,373)		(1.93%)

IV. ASSET SUPPORT

Statement of Changes in Fiduciary Net Position for Year Ended June 30, 2022 Market Value Basis

	Tiers 1 & 2	
	Pension	Health
Additions		
Contributions		
Member Contributions	\$ 40,034,012	\$ 0
Employer Contributions	806,004,555	0
Health Insurance Contributions	<u>0</u>	<u>538,941</u>
Total Contributions	846,038,567	538,941
Investment Income		
Net Increase in Fair Value	(172,953,636)	(8,096,213)
Interest and Dividends	32,720,422	1,531,691
Other Income	19,389,614	1,055,032
Less Investment Expenses	<u>(5,907,087)</u>	<u>(221,268)</u>
Net Investment Income	(126,750,687)	(5,730,758)
Transfers In	37,657	0
Total Additions	719,325,537	(5,191,817)
Deductions		
Distributions to Members		
Benefit Payments	197,762,666	0
Health Insurance Subsidy	0	4,455,924
Refund of Contributions	<u>21,402,121</u>	<u>0</u>
Total Distributions	219,164,787	4,455,924
Administrative Expenses	2,269,333	102,940
Transfers Out	424,158	0
Other	0	0
Total Deductions	221,858,278	4,558,864
Net Increase / (Decrease)	497,467,259	(9,750,681)
Net Position Held in Trust		
Prior Valuation	3,215,933,036	155,576,224
Beginning of the Year Adjustment	(1)	0
End of the Year	3,713,400,295	145,825,543

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

A. Investment Income

A1. Actual Investment Income	\$ (129,020,020)
A2. Expected Amount for Immediate Recognition	257,227,149
A3. Amount Subject to Amortization	(386,247,169)

B. Amortization Schedule	Year Ended June 30						
	2022	2023	2024	2025	2026	2027	2028
2022 Experience (A3 / 7)	(55,178,167)	(55,178,167)	(55,178,167)	(55,178,167)	(55,178,167)	(55,178,167)	(55,178,167)
2021 Experience	57,594,125	57,594,125	57,594,125	57,594,125	57,594,125	57,594,122	
2020 Experience	(13,457,282)	(13,457,282)	(13,457,282)	(13,457,282)	(13,457,281)		
2019 Experience	(5,782,115)	(5,782,115)	(5,782,115)	(5,782,112)			
2018 Experience	(1,511,828)	(1,511,828)	(1,511,825)				
2017 Experience	8,429,734	8,429,733					
2016 Experience	(16,290,497)						
Total Amortization	(26,196,030)	(9,905,534)	(18,335,264)	(16,823,436)	(11,041,323)	2,415,955	(55,178,167)

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, June 30, 2021	2,964,749,664	
C2. Non-investment Net Cash Flow	626,487,279	
C3. Preliminary Actuarial Value of Assets, June 30, 2022 (A2 + B + C1 + C2)	3,822,268,062	
C4. Market Value of Assets, June 30, 2022	3,713,400,295	29,513,528
C5. Final Actuarial Value of Assets, June 30, 2022 (C3 Within 20% Corridor of C4)	3,822,268,062	30,378,792

D. Rates of Return

D1. Market Value Rate of Return	(3.7%)
D2. Actuarial Value Rate of Return	7.0%

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

A. Investment Income

A1. Actual Investment Income	\$ (5,833,698)
A2. Expected Amount for Immediate Recognition	11,216,613
A3. Amount Subject to Amortization	(17,050,311)

B. Amortization Schedule	Year Ended June 30						
	2022	2023	2024	2025	2026	2027	2028
2022 Experience (A3 / 7)	(2,435,759)	(2,435,759)	(2,435,759)	(2,435,759)	(2,435,759)	(2,435,759)	(2,435,757)
2021 Experience	3,479,700	3,479,700	3,479,700	3,479,700	3,479,700	3,479,703	
2020 Experience	(806,920)	(806,920)	(806,920)	(806,920)	(806,919)		
2019 Experience	(382,214)	(382,214)	(382,214)	(382,213)			
2018 Experience	(81,544)	(81,544)	(81,541)				
2017 Experience	574,691	574,693					
2016 Experience	(1,140,442)						
Total Amortization	(792,488)	347,956	(226,734)	(145,192)	237,022	1,043,944	(2,435,757)

C. Actuarial Value of Assets	Total	Employer
C1. Actuarial Value of Assets, June 30, 2021	140,497,165	
C2. Non-investment Net Cash Flow	(3,916,983)	
C3. Preliminary Actuarial Value of Assets, June 30, 2022 (A2 + B + C1 + C2)	147,004,307	
C4. Market Value of Assets, June 30, 2022	145,825,543	1,450,225
C5. Final Actuarial Value of Assets, June 30, 2022 (C3 Within 20% Corridor of C4)	147,004,307	1,461,947

D. Rates of Return

D1. Market Value Rate of Return	(3.8%)
D2. Actuarial Value Rate of Return	7.5%

V. MEMBER STATISTICS

Valuation Data Summary – Tiers 1 & 2

	June 30, 2022	June 30, 2021
Actives		
Number	74	82
Average Current Age	37.6	36.7
Average Age at Employment	27.1	27.0
Average Past Service	10.5	9.7
Average Annual Salary	\$50,830	\$48,008
Actives (transferred)		
Number	1	2
Average Current Age	25.9	25.2
Average Age at Employment	21.9	21.7
Average Past Service	4.0	3.4
Average Annual Salary	\$41,695	\$40,267
Retirees		
Number	29	27
Average Current Age	63.5	63.2
Average Annual Benefit	\$30,429	\$29,911
Beneficiaries		
Number	5	5
Average Current Age	67.8	68.8
Average Annual Benefit	\$24,889	\$24,401
Disability Retirees		
Number	3	3
Average Current Age	61.5	60.5
Average Annual Benefit	\$24,658	\$24,175
Inactive / Vested		
Number	82	84
Average Current Age	34.3	33.8
Average Accumulated Contributions	\$8,148	\$7,259
Total Number	194	203
Former Members (transferred)	12	11

Counts and Pay Summary by Service - Tiers 1 & 2

Age	Past Service							Total Count	Total Pay	Average Pay
	0-4	5-9	10-14	15-19	20-24	25-29	30+			
< 25	1	0	0	0	0	0	0	1	52,349	52,349
25 - 29	5	6	0	0	0	0	0	11	496,429	45,130
30 - 34	5	11	3	2	0	0	0	21	1,003,356	47,779
35 - 39	2	3	6	9	0	0	0	20	1,033,325	51,666
40 - 44	0	2	4	4	0	0	0	10	615,646	61,565
45 - 49	1	1	0	2	1	0	0	5	239,176	47,835
50 - 54	1	0	1	0	1	0	0	3	163,336	54,445
55 - 59	0	1	1	1	0	0	0	3	136,715	45,572
60 - 64	0	0	0	0	0	0	0	0	0	0
65+	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>62,817</u>	62,817
Total	15	24	15	19	2	0	0	75	3,803,149	50,709

In-Payment Counts and Benefit Summary - Tiers 1 & 2

Age	Count	Average Annual Benefit
< 40	0	\$ 0
40 - 44	0	0
45 - 49	3	35,521
50 - 54	3	26,215
55 - 59	8	28,130
60 - 64	8	38,346
65 - 69	8	25,286
70 - 74	1	26,794
75 - 79	3	23,908
80 - 84	2	25,048
85 - 89	0	0
90 - 94	1	12,935
95 - 99	0	0
100+	0	0
Total	37	29,212

"In-Payment" refers to retired, beneficiary, and disabled members.

VI. ACTUARIAL ASSUMPTIONS AND METHODS

<u>Interest Rate</u>	7.20% per year. This is the assumed earnings rate on System assets, compounded annually, net of investment and administrative expenses.
<u>Salary Increases</u>	See table at the end of this section. This is an annual increase for individual member's salary. These rates are based on a 2022 experience study using actual plan experience.
<u>Inflation</u>	2.50%.
<u>Tier 3 Compensation Limit</u>	\$72,947 for calendar 2022. Assumed increases of 2.00% per year thereafter.
<u>Cost-of-Living Adjustment</u>	1.85%.
<u>Reverse DROP Interest</u>	2.00%.
<u>Mortality Rates</u>	These rates are used to project future decrements from the population due to death.

Active Lives:

PubS-2010 Employee mortality, adjusted by a factor of 1.28 for male members and 1.11 for female members, with generational improvements using 85% of the most recent projection scale (currently Scale MP-2021). 100% of active deaths are assumed to be in the line of duty.

Inactive Lives:

PubS-2010 Healthy Retiree mortality, adjusted by a factor of 1.33 for male retirees and 1.13 for female retirees, with generational improvements using 85% of the most recent projection scale (currently Scale MP-2021).

Beneficiaries:

PubS-2010 Survivor mortality, adjusted by a factor of 0.99 for male beneficiaries and adjusted by a factor of 1.09 for female beneficiaries, with generational improvements with 85% of most recent projection scale (currently Scale MP-2021).

Disabled Lives:

PubS-2010 Disabled mortality, adjusted by a factor of 1.02 for male disabled members and 0.98 for female disabled members, with generational improvements using 85% of the most recent projection

scale (currently Scale MP-2021).

The mortality assumptions sufficiently accommodate anticipated future mortality improvements.

Retirement

These rates are used to project future decrements from the active population due to retirement. The rates below are based on a 2022 experience study using actual plan experience.

Tier 1 – reaching 20 (25 for dispatchers) years of service after age 62:

Age-related rates based on age at retirement: 35% per year from age 62 - 74 and 100% assumed at age 75.

Tier 1 – reaching 20 (25 for dispatchers) years of service before age 62:

Service-related rates based on service at retirement. See complete table of rates at the end of this section

Tiers 2 & 3:

Age-related rates based on age at retirement:

<u>Age</u>	<u>Rate</u>
53-54	40%
55	30%
56-57	15%
58-59	30%
60-61	65%
62+	100%

Termination Rate

These rates are used to project future decrements from the active population due to termination. Complete table of rates based on service at termination are provided at the end of this section. The rates apply to members prior to retirement eligibility and are based on a 2022 experience study using actual plan experience.

Disability Rate

These rates are used to project future decrements from the active population due to disability. Complete table of rates based on age at disability are provided at the end of this section. These rates are based on a 2022 experience study using actual plan experience. 80% of disablements are assumed to be duty-related.

Marital Status

For active members, 75% of males and 50% of females are assumed to be married. Actual marital status is used, where applicable, for inactive members.

Spouse's Age

Male spouses are assumed to be 3 years older than female members and female spouses are assumed to be 2 years younger than males members.

Health Care Utilization

For active members, 60% of retirees are expected to utilize retiree health care. Actual utilization is used for inactive members.

Funding Method

Entry Age Normal Cost Method.

Lateral Transfers

When active members transfer between employers, the new employer's liability starts from their new date of hire with no past service liability (i.e., all liability is accrued through normal cost). Per PSPRS administrative decision, once the new employer's liability is fully funded, the liability will reflect all past service liability.

Actuarial Asset Method

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

Tiers 1 & 2:

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

Tier 3:

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

Funding Policy Amortization Method***Tiers 1 & 2:***

Any positive UAAL (assets less than liabilities) is amortized using a layered approach beginning with the June 30, 2020 valuation, with new amounts determined according to a Level Dollar method over a closed period of 15 years (phased into from current period of at most 30 years). Initial layer from June 30, 2019 valuation continues to be amortized according to a Level Percentage of Payroll method. Any negative UAAL (assets greater than liabilities) is amortized according to a Level Dollar method over an open period of 20 years.

Tier 3:

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

Payroll Growth

2.00% per year. This is annual increase for total employer payroll.

Changes to Actuarial Assumptions and Methods Since the Prior Valuation

Based on the results of the 2022 experience study, the following assumption changes were made:

- Updated mortality, retirement, termination, and disability rate tables.
- Updated assumed salary increase and cost-of-living adjustment rates.

In addition, the interest rate was decreased from 7.30% to 7.20% and the payroll growth assumption was lowered from 2.50% to 2.00%.

There were no method changes since the prior valuation.

Retirement Rates		Termination Rates			Disability Rates	Salary Scale
Tier 1 20 (25) years before Age 62		Tier 1 and				
Service	Rate	Service	Tier 2	Tier 3	Age	Rate
20	32%	0	23.0%	15.0%	20	0.020%
21	32%	1	20.0%	13.5%	21	0.020%
22	20%	2	16.5%	12.0%	22	0.020%
23	17%	3	15.5%	11.0%	23	0.020%
24	17%	4	14.0%	9.0%	24	0.020%
25	17%	5	10.5%	8.0%	25	0.020%
26	24%	6	10.0%	7.0%	26	0.020%
27	17%	7	9.0%	6.0%	27	0.020%
28	17%	8	8.0%	6.0%	28	0.020%
29	17%	9	8.0%	6.0%	29	0.020%
30	25%	10	8.0%	6.0%	30	0.020%
31	25%	11	6.5%	2.5%	31	0.020%
32	25%	12	5.0%	2.5%	32	0.020%
33	25%	13	4.0%	2.5%	33	0.020%
34	30%	14	3.0%	2.5%	34	0.020%
35	30%	15	3.0%	2.5%	35	0.035%
36	30%	16	2.0%	2.0%	36	0.035%
37+	100%	17	2.0%	1.5%	37	0.035%
		18	2.0%	1.0%	38	0.035%
		19	2.0%	0.5%	39	0.035%
		20+	2.0%	0.5%	40	0.045%
					41	0.045%
					42	0.045%
					43	0.045%
					44	0.045%
					45	0.055%
					46	0.055%
					47	0.055%
					48	0.055%
					49	0.055%
					50	0.080%
					51	0.080%
					52	0.080%
					53	0.080%
					54	0.080%
					55	0.100%
					56	0.100%
					57	0.100%
					58	0.100%
					59	0.100%
					60	0.200%
					61+	0.000%

VII. DISCUSSION OF RISK

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

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

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

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

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

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

Impact of Plan Maturity on Risk

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

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

Plan Maturity Measures and Other Risk Metrics – Tiers 1 & 2

	06/30/2019	06/30/2020	06/30/2021	06/30/2022
Support Ratio				
Total Actives	111	97	84	75
Total Inactives	112	115	119	119
Actives / Inactives	99.1%	84.3%	70.6%	63.0%
Asset Volatility Ratio				
Market Value of Assets (MVA)	14,953,666	15,551,270	31,329,762	29,513,528
Total Annual Payroll	4,872,261	4,382,653	4,017,175	3,803,149
MVA / Total Annual Payroll	306.9%	354.8%	779.9%	776.0%
Accrued Liability (AL) Ratio				
Inactive Accrued Liability	11,063,106	12,683,134	13,787,488	14,923,873
Total Accrued Liability	24,092,222	26,106,509	27,242,899	29,014,231
Inactive AL / Total AL	45.9%	48.6%	50.6%	51.4%
Funded Ratio				
Actuarial Value of Assets (AVA)	15,456,140	16,544,086	28,882,722	30,378,792
Total Accrued Liability	24,092,222	26,106,509	27,242,899	29,014,231
AVA / Total Accrued Liability	64.2%	63.4%	106.0%	104.7%
Net Cash Flow Ratio				
Net Cash Flow *	235,590	204,368	10,163,040	(635,769)
Market Value of Assets (MVA)	14,953,666	15,551,270	31,329,762	29,513,528
Net Cash Flow / MVA	1.6%	1.3%	32.4%	(2.2%)

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

VIII. SUMMARY OF CURRENT PLAN

The following is a summary of the benefit provisions provided in Title 38, Chapter 5, Article 6 of the Arizona Revised Statutes.

Membership

Full-time employees of a participating employer in a designated position, whose customary employment is at least 40 hours each week. Includes employees hired after July 1, 2018 only if they are a judiciary probation or surveillance officer who makes the irrevocable election to participate in the plan.

Benefit Tiers

Benefits differ for members based on their hire date:

<u>Tier</u>	<u>Hire Date</u>
1	Hired before January 1, 2012
2	Hired on or after January 1, 2012 but before July 1, 2018
3	Hired on or after July 1, 2018

Salary

Salary is the amount including base salary, shift and military differential pay, and holiday pay, paid to an employee on a regular payroll basis. For Tier 3 members, salary is limited by statutory cap (\$70,000 with adjustments by the Board).

Average Monthly Benefit

Salary

Tier 1:

One-thirty-sixth of the highest total salary during a period of thirty-six consecutive months of service within the last one hundred twenty months of service.

Tier 2 & 3:

One-sixtieth of the highest total salary during a period of sixty consecutive months of service within the last one hundred twenty months of service.

Credited Service

Total periods of service, both from service other State plans and those compensated periods of service for which the member made contributions to the fund.

Normal Retirement

Date

Tier 1:

First day of the month following attainment of 1) age 62 with 10 years of Credited Service, 2) 20 (25, if dispatcher) years of Credited Service, or 3) age and Credited Service points equal to 80.

Tier 2:

First day of month following the attainment of 1) age 52.5 with 25 years of Credited Service, or 2) age 62 with 10 years of Credited Service.

Tier 3:

First day of month following the attainment of age 55 with 10 years of Credited Service.

Benefit***Tier 1:***

2.50% times Credited Service (up to 20 years) times Average Monthly Salary. If Credited Service exceeds 20 years, an additional 2.00% accrual is provided for up to five years. If Credited Service exceeds 25 years, the additional accrual for service in excess of 20 years is increased to 2.50%. Maximum benefit equals 80% of Average Monthly Salary.

Tier 2:

2.50% times Credited Service times Average Monthly Salary (maximum benefit equals 80% of Average Monthly Salary).

Tier 3:

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

<u>Credited Service</u>	<u>Benefit Multiplier</u>
10 years, but less than 15	1.25%
15 years, but less than 20	1.50%
20 years, but less than 22	1.75%
22 years, but less than 25	2.00%
25+ years	2.25%

Form of Benefit

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

Early Retirement**Date*****Only applicable to Tier 3 members:***

Attainment of age 52.5 and 10 years of Credited Service.

Benefit

Actuarial equivalent of Normal Retirement benefit.

Disability Benefit – Duty-Related**Eligibility**

Total and permanent disability incurred in performance of duty.

Benefit Amount	The greater of 1) 50% of Average Monthly Salary, and 2) the Normal Retirement pension that the member is entitled to receive.																
<u>Disability Benefit – Ordinary</u>																	
Eligibility	Total and permanent disability not incurred in performance of duty.																
Benefit Amount																	
Dispatchers	Normal Retirement pension that the member is entitled to receive prorated on Credited Service (maximum 25 years) over 25.																
All Others	Normal Retirement pension that the member is entitled to receive prorated on Credited Service (maximum 20 years) over 20.																
<u>Pre-Retirement Death Benefit</u>																	
Payable to Eligible Survivor	Payable to eligible spouse for life; payable to eligible children until adopted, age 18, or age 23 if full-time student.																
Service Incurred	100% of Average Monthly Salary																
Non-Service Incurred	40% of Average Monthly Salary.																
No survivors	Two times member's accumulated contributions.																
<u>Vesting (Termination)</u>																	
Deferred Annuity	<i>Tier 1:</i> For those with 10 or more years of Credited Service, an annuity based on two times member's accumulated contributions, deferred to age 62. Member is not entitled to survivor benefits, benefit increases, or group health insurance subsidy.																
Return of Contributions	<i>Tier 1:</i> Lump sum payment of accumulated contributions, plus additional amount based on years of credited service. <table> <tr> <th><u>Service</u></th><th><u>Additional % of Contributions</u></th></tr> <tr> <td>Less than 5 years</td><td>0%</td></tr> <tr> <td>5 years</td><td>25%</td></tr> <tr> <td>6 years</td><td>40%</td></tr> <tr> <td>7 years</td><td>55%</td></tr> <tr> <td>8 years</td><td>70%</td></tr> <tr> <td>9 years</td><td>85%</td></tr> <tr> <td>10+ years</td><td>100%</td></tr> </table>	<u>Service</u>	<u>Additional % of Contributions</u>	Less than 5 years	0%	5 years	25%	6 years	40%	7 years	55%	8 years	70%	9 years	85%	10+ years	100%
<u>Service</u>	<u>Additional % of Contributions</u>																
Less than 5 years	0%																
5 years	25%																
6 years	40%																
7 years	55%																
8 years	70%																
9 years	85%																
10+ years	100%																

Tiers 2 & 3:

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

Cost-of-Living Adjustment

Payable to retired member or survivor of retired member

Tiers 1 & 2

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

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

Tier 3

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

A cost-of-living adjustment shall be paid on July 1 each year that the funded ratio for members hired on or after July 1, 2018 is 70% or more.

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

- 2%, if funded ratio for members who are hired on or after July 1, 2018 is 90% or more;
- 1.5%, if funded ratio for members who are hired on or after July 1, 2018 is 80-90%;
- 1%, if funded ratio for members who are hired on or after July 1, 2018 is 70-80%.

Reverse Deferred Retirement Option Plan (Reverse DROP):**Eligibility**

Tier 1 and eligible for normal pension with at least 24 years of Credited Service (25 years for dispatchers). Must not have been awarded disability pension.

Reverse DROP Date

First day of month immediately following completion of required Credited Service or date not more than 60 consecutive months before the date the member elects to participate in the Reverse DROP, whichever is later.

Benefit Amount Calculated based on Credited Service and Average Monthly Salary as of the Reverse DROP Date.

Reverse DROP Lump Sum Accumulated benefit amounts (with interest) from Reverse DROP date to the date the member elected to participate in Reverse DROP. Interest is equal to the yield on five-year Treasury note as of the first day of the month, as published by the Federal Reserve Board.

Post-Retirement Health Insurance Subsidy

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

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

Employee Contributions

Tiers 1 and 2:

Non-dispatchers: 8.41% of salary, or 50/50 split of total employer and employee costs, whichever is lower, until the plan is 100% funded. Minimum contribution of 7.65% of salary.

Dispatchers: 0.45% less than non-dispatcher rate until plan is 100% funded; equal thereafter.

Tier 3:

66.7% of the Normal Cost plus 50% of a level-dollar amortization of unfunded actuarial accrued liability over a closed period not to exceed 10 years.

Employer Contributions

Tiers 1 & 2:

Normal Cost, plus amortization of unfunded actuarial accrued liability over a closed period not to exceed 20 years. Contribution will never be less than 6% of payroll.

Tier 3:

33.3% of the Normal Cost plus 50% of a level-dollar amortization of unfunded actuarial accrued liability over a closed period not to exceed 10 years.

Changes to Benefit Provisions Since the Prior Valuation

None.

IX. ACTUARIAL FUNDING POLICY

A pension plan funding policy describes how pension funding will improve for underfunded plans or maintain funded benefits for funded plans over time for those benefits defined in ARS. Those benefits defined in ARS are to be equitably managed and administered by PSPRS.

This Actuarial Funding Policy identifies the funding objectives and elements of the actuarial funding policy set by the Board for the Arizona Public Safety Personnel Retirement System (PSPRS). The Board adopted this Funding Policy to help ensure the systematic funding of future benefit payments for members of the Retirement System as established by the legislature.

To achieve the systematic funding of future benefits, metrics are identified to measure the progress, or the lack of progress, over time to identify trends. These trends inform the continuation of the current policies or identify areas of needed research for consideration.

This funding policy is reviewed annually and adopted by the Board in accordance with ARS 38-863.02. This policy was reviewed and adopted by the Board in September 2022.

PSPRS Statement of Purpose

The Purpose of the Public Safety Personnel Retirement System is to provide uniform, consistent, and equitable statewide retirement programs for those who have been entrusted to our care.

Funding Objectives

1. Maintain adequate assets so that current plan assets, plus future contributions and investment earnings, are sufficient to fund all benefits expected to be paid to members and their beneficiaries.
 - a. Corollary 1a: Current and future contributions should be calculated based upon assumptions that reflect the Board's best estimate of future experience and methods that appropriately allocate costs to address generational equity.
 - b. Corollary 1b: While the shorter-term objective is to fully fund the actuarial liability (AAL) that estimates benefits earned as of the valuation date, contributions should target the long-term present value of benefits (PVB) to fund all benefits and help offset risks.
 - c. As closed plans mature, the target funding should be 110% of AAL or 100% of PVB, whichever is greater.
2. Maintain public policy goals of accountability and transparency through stakeholder communication and education. Each policy element is clear in intent and effect, and each should be considered in a balanced approach to determine how and when the funding requirements of the plan will be met.
 - a. Corollary 2a: Board shall provide stakeholders with separate reports and tools to help explain current results as well as to help model future funding requirements.
3. Promote intergenerational equity. Defined benefit pensions are designed with a long-term perspective and designed to minimize contribution volatility that cannot avoid some level of generational cost shift. However, the goal is that each generation of members and employers (taxpayers) should, to the extent

possible, incur the cost of benefits for the employees who provide services to them, rather than shifting those costs to other generations of members and employers (taxpayers).

- a. Corollary 3a: A systematic reduction of the Unfunded Actuarial Accrued Liability (UAAL) over a reasonable time period is paramount to achieving this objective.

Consideration can be given to reduce volatility, to the extent possible, of employer and employee contribution rates as long as the integrity of the objectives listed above is not compromised.

Elements of Actuarial Funding Policy

1. Actuarial Cost Method

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

2. Asset Smoothing Method

- a. The investment gains or losses of each valuation period, resulting from the difference between the actual investment return and assumed investment return, shall be recognized annually in level amounts over seven years (Tiers 1 and 2) or five years (Tier 3) in calculating the Actuarial Value of Assets.
- b. The Actuarial Value of Assets so determine shall be subject to a 20% corridor relative to the Market Value of Assets.

3. Amortization Method (Unfunded Amounts)

- a. The Actuarial Value of Assets are subtracted from the computed AAL. Any unfunded amount is amortized as a level percent of payroll over a closed period.
- b. The unfunded liabilities, for EORP and Tiers 1 & 2 for both PSPRS and CORP, determined in the June 30, 2019 actuarial valuation will become the initial layer for each employer beginning with the June 30, 2020 actuarial valuation and amortized using the current closed year period for that employer and continue to decrease each year.
 - i. The payroll growth rate assumption used to amortize the Public Safety Plan (PSPRS) June 30, 2019 Unfunded Liability will be decreased by 0.5% beginning with the 6/30/2021 actuarial valuation and again each year with the intention of ultimately achieving 0.0%. Once the payroll growth assumption reaches 2.0%, however, the Board will reevaluate the payroll growth assumption and decide whether to continue to let it track down to 0.0%.
 - ii. The payroll growth rate used to amortize the Correction Officers Retirement Plan (CORP) June 30, 2019 Unfunded Liability will be 3.0% beginning with the 6/30/2020 actuarial valuation, and future years will be reduced by 0.5% until 0.0% is reached.
 - iii. The payroll growth rate used to amortize the Elected Officials Retirement Plan (EORP) June 30, 2019 Unfunded Liability will be 2.5% beginning with the 6/30/2020 actuarial valuation, and future years will be reduced by 0.5% until 0.0% is reached.
- c. Gains and losses, for EORP and Tiers 1 & 2 for both PSPRS and CORP, for each employer beginning with the June 30, 2020 actuarial valuation will be amortized as a new layer over the same amortization period as the regular unfunded liability to a minimum of 15 years. Once the amortization period for each employer decreases to 15 years, each subsequent year’s gains and losses will be amortized as a new 15-year closed layer.

- i. The payroll growth rate used to amortize unfunded liability for all Plans under this paragraph will be 0.0% (i.e. level-dollar amortization).
 - d. Tier 3 amortization methods are established in ARS 38-843.G and ARS 38-891.K.
4. Amortization Method (Overfunded Amounts)
- a. The Actuarial Value of Assets are subtracted from the target funding level (greater of 110% of AAL or 100% of PVB). Any overfunded amount is amortized as a level dollar amount over an open 10-year period.

Metrics to Monitor Funding Objectives

1. Appropriateness of Assumptions – Gain/Loss Experience (Corollary 1a)
 - a. Metric: Do the cumulative gain/loss layers over the prior five years exceed 8% of plan assets?
 - b. Measurement: History of annual gain/loss (split by asset and liability experience) and five-year cumulative results will be tracked.
 - c. Action Plan: This metric assumes that a full experience study is performed at least every five years so objective of measurement is to monitor interim experience. If the metric answer is yes, a review of the sources or causes of gains and losses should be analyzed and presented to the Advisory Committee to provide a recommendation to the Board of Trustees. The analysis and presentation are intended to provide a basis for consideration if assumption changes are warranted between full experience studies.
2. Funding Targets (Corollary 1b)
 - a. Metric: Has the funded status, on both an AAL and PVB basis when compared to the market value of assets, increased over a five-year period?
 - b. Measurement: History of funded status measures will be tracked.
 - c. Action Plan: If the answer is no and not readily explainable (e.g., significant assumption change), a review of the reason(s) for the decrease should be researched and presented to the Advisory Committee to provide a recommendation to the Board of Trustees. The analysis and presentation are intended to provide a basis for consideration if changes to assumptions and/or methods are warranted between full experience studies.
3. Communication with Stakeholders (Corollary 2a)
 - a. Metric: Have reports and budgeting tools been provided to stakeholders in a timely fashion?
 - b. Measurement: Yes/No answer based on input from PSPRS administrator. (An annual standard survey of stakeholders – 3 to 5 questions.)
 - c. Action Plan: If the answer is no, and periodically regardless (e.g., every three years), PSPRS staff will revisit this metric to report to the Advisory Committee to provide a recommendation to the Board of Trustees if current reports / tools are sufficient and if the delivery timing is appropriate.
4. Timely Recognition of Costs (Corollary 3a)
 - a. Metric: Has the percentage of unfunded liability subject to negative amortization decreased over a five-year lookback period?
 - b. Measurement: History of unfunded liability subject to negative amortization as a percentage of total unfunded liability will be tracked.

- Action Plan: If the answer is no, and not readily explainable (e.g., adopted assumption changes being phased in are anticipated to address negative amortization), a review of the reason(s) for negative amortization should be researched and presented to the Advisory Committee to provide a recommendation to the Board of Trustees. The analysis and presentation are intended to provide a basis for consideration if changes to assumptions and/or methods are warranted between full experience studies.

X. GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AIR-12206**Consent Calendar 5.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Minutes Approval: July 3, 2023 Regular Session**Submitted By:** Ian McGaughey **Prepared by:** Sherri Piccione**Department:** County Administrator/Clerk of Board**Special District:****Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:***Clerk of the Board:* Approve the minutes for the July 3, 2023 Regular Session.**2. SUMMARY:****3. RECOMMENDED MOTION:**

Approve as presented, the minutes for the July 3, 2023 Regular Session.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 06.23.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 6/26/23

Fiscal Impact**Attachments**07-03-23 Minutes

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

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The Yuma County Board of Supervisors met in a regular session on July 3, 2023. The meeting was held at 198 South Main Street, Yuma, Arizona.

CALL TO ORDER: At 9:00 a.m., Chairman Martin Porchas convened the Board of Supervisors in open session, also sitting as the board of directors of all special taxing districts where noted. Supervisors present were: Martin Porchas, Lynne Pancrazi and Marco A. (Tony) Reyes. Supervisors attending via telephone were: Darren Simmons and Jonathan W. Lines.

Others present were: County Administrator Ian McGaughey; Deputy County Administrator Joshua Scott; County Attorney Jon Smith; Chief Civil Deputy County Attorney Bill Kerekes; Yuma County Cooperative Extension Director Russ Engel; Senior Planner Javier Barraza; Senior Planner Anson Lihosit; Planning Director Maggie Castro; Economic Development & Intergovernmental Affairs Director Alejandro Figueroa; and Deputy Clerk/Executive Assistant Desarae Doten.

The Pledge of Allegiance was led by Supervisor Pancrazi.

CALL TO THE PUBLIC: No comments were received.

PRESENTATIONS, PROCLAMATIONS & APPOINTMENTS:

No. 1: Russ Engel, Director of the University of Arizona Cooperative Extension in Yuma County, will provide an overview of the Cooperative Extension's operations and services.

Mr. Engel presented a PowerPoint that provided an overview of their top program areas, which are Agriculture and Natural Resources, 4-H Youth Development and Family Consumer Health Sciences. He provided the following list of personnel and facility needs:

- Estimated facility size of 16,000 square feet (minimum)
- 30 Offices
- 3 Laboratories
- Conference/Class Rooms
- Commercial Kitchen
- Work Rooms
- Storage Rooms
- Public Lobby/Business Area
- Rest Rooms
- Parking Spaces, 50 (minimum)

Mr. Engel reported county staff has considered moving their offices from the current location at the Yuma County Health Department to the old Hopstetter's building located

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at 102 S. Main Street; however, he has serious concerns this building is not large enough or has adequate parking.

Supervisor Reyes asked how big their current footprint is. Mr. Engel stated it is close to 10,000 feet, which includes the conference rooms and kitchen. He added that some staff members are housed at the Agriculture Center; however, they are in the same situation at this space and need to relocate.

Chairman Porchas expressed the critical nature of these programs for Yuma County, highlighted the quantity of fruits and vegetables donated to the community and the number of children and schools involved in the 4-H program.

No. 2: Presentation of "The County Line" by Yuma 77, the Yuma County Government Channel.

No legal action was taken.

CONSENT CALENDAR:

MOTION (REYES/PANCRAZI): Approve Item Nos. 1 through 7.

VOICE VOTE: The motion carried 5-0.

The following items were approved on the consent calendar:

No. 1: Assessor: Approve Tax Roll Corrections as listed in batch dated July 03, 2023, pursuant to A.R.S. Title 42, Chapter 16, Article VI. *(A full listing of all corrections is in the agenda packet on the web at: <https://www.yumacountyaz.gov/government/board-of-supervisors/meetings>.)*

No. 2: Financial Services: Approve the Accounts Payable Demands disbursed in the amount of \$9,186,364.08 during the period of June 01, 2023, through June 09, 2023. *(A detailed listing of Accounts Payable Demands is available for review from the agenda packet on the web at: <https://www.yumacountyaz.gov/government/board-of-supervisors/meetings>.) Payroll data is available via a Request For Public Records submitted to the Office of the Yuma County Clerk of the Board of Supervisors. Request form is available on the web at: <https://www.yumacountyaz.gov/government/county-administrator>.)*

DATE	TYPE	WARRANTS TOTAL
6/01/2023	Accounts Payable	\$ 1,846,260.23
6/02/2023	Accounts Payable	302.85
6/08/2023	Accounts Payable	1,958,157.33

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HOUSING:		
6/01/2023	AP's Checks	45,328.84
6/07/2023	AP's Checks	81,394.78
6/01/2023	Section 8 Checks	1,390.00
6/07/2023	Section 8 Checks	1,753.00
6/02/2023	AP E-Payments	1,048,010.73
6/09/2023	AP E-Payments	4,333,632.94
	TOTAL:	\$ 9,316,230.70

No. 3: *Clerk of the Board:* Approve the minutes for a) June 19, 2023, Regular Session; and b) June 19, 2023, Executive Session.

No. 4: *County Administration/Grants:* Adopt Resolution No. 2023-26, adopting the revised Residential Anti-Displacement and Relocation Assistance Plan for FY23, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended.

No. 5: *Public Works:* As the Board of Directors for the Yuma County Improvement District No. 2017-02 (Tacna Water), adopt Resolution No. 2023-18, authorizing the Superintendent of Streets to execute an Agreement with United States Department of Interior Bureau of Reclamation (USBR), which authorizes the District to install, own, use, operate, and maintain a replacement of an existing water service line, meter boxes, and meters for delivery of potable water to four (4) parcels within the District, as reviewed by Bond Counsel. *(The Agreement is available for review at the office of the Clerk of the Board of Supervisors.)*

No. 6: *Recorder/Elections:* Authorize the Chairperson to sign the Intergovernmental Agreement for election services between the Yuma County Board of Supervisors, Yuma County Recorder and the Hospital District, effective March 8, 2023 to December 31, 2027, with automatic renewal for one (1) successive five-year term.

No. 7: *Recorder/Elections:* Authorize the Chairperson to sign the Intergovernmental Agreement for election services between the Yuma County Board of Supervisors, Yuma County Recorder and the Gadsden Elementary School District No. 32, effective January 1, 2023 - December 31, 2027, with automatic renewal for one (1) successive five-year term.

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PLANNING & ZONING AGENDA: Full legal descriptions of property sites for all Rezoning Cases are available for public review at the Yuma County Board of Supervisors' Office.

REZONING -- REGULAR PUBLIC HEARING ITEMS: Staff will make a **full presentation** on each of the following items, followed by separate discussion, public hearing, and action by the Board of Supervisors.

Chairman Porchas opened Rezoning Item Nos. 1 and 2 simultaneously.

No. 1: Development Services/Planning & Zoning Division: Public Hearing: Minor Amendment Case No. 23-01: Sol and Paulette Christel request to change the land use designation of a parcel 42,253 square feet in size from Urban Density Residential (R-UD) and Local Commercial (C-LC) to Regional Commercial (C-RC), Assessor's Parcel No. 728-12-073, located at 12468 South Foothills Boulevard, Yuma, Arizona.

Mr. Lihosit provided the staff presentation and informed the Board that the Planning and Zoning Commission's recommendation was to approve the request; however, staff's recommendation was denial based on the following:

1. The amendment is not logical and harmonious with the land use pattern of the area.
2. The amendment is not consistent with the overall intent of the Plan and its specific goals and policies.
3. The amendment is not an overall improvement to the Plan.

Supervisor Reyes noted the applicant's intent is to have an automotive repair shop, which is why they want to change the zoning.

Supervisor Simmons asked if the zoning could be changed on half of the parcel to make it all the same. Ms. Castro explained if the intent were to change land use designation to only half, the request would have to go back through the process. She said she was unsure how the applicant felt about asking for Local Commercial (C-1) zoning because an automotive repair shop would not fall under the allowable uses, and the request was to change the land use to the entire parcel.

Chairman Porchas opened the public hearing.

Applicant, Sol Christel, stated the existing zoning is of no value since half is zoned as residential. He noted there is only one neighbor who has expressed opposition.

YUMA COUNTY BOARD OF SUPERVISORS

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Applicant, Paulette Christel, informed the Board and staff that their daughter was supposed to be appearing via telephone to assist with presenting their case.

Chairman Porchas brought the item back to the Board.

Chairman Porchas recessed the meeting at 10:10 a.m. and reconvened at 10:17 a.m.

Chairman Porchas reopened the public hearing and provided a brief explanation to the applicant's daughter, Denise Cieri, about the Board's concerns with a General Commercial (C-2) zoning district; however, they have expressed being in favor of Local Commercial (C-1).

VIA TELEPHONE: Denise Cieri, the applicant's daughter, reported the property currently has a large garage (40x60) and a large mobile home; and since Foothills Boulevard is a 5-lane road it is not ideal for residential zoning. She highlighted the fact that a (C-2) designation would allow for the automotive repair shop, but (C-1) would only allow for that if a Special Use Permit was granted.

Supervisor Reyes suggested the applicants go back to the Planning and Zoning Commission with a request for Local Commercial (C-1) zoning. He stated that if the Board of Supervisors took a vote today, this would not pass.

Supervisor Simmons agreed with Supervisor Reyes' statement that Local Commercial (C-1) zoning would be a much better fit, and a General Commercial (C-2) zoning district is too broad and close to residences.

Supervisor Pancrazi stated she would only approve (C-1) zoning under a Special Use Permit.

Ms. Castro explained there is (C-2) zoning in the surrounding area; however, this was approved prior to the adoption of the most current Yuma County Comprehensive Plan. She reviewed a diagram showing those areas.

Mr. Christel made final comments concerning the properties located around his land and that the only thing on his property would be the mobile home and garage.

Chairman Porchas closed the public hearing.

MOTION (REYES/PANCRAZI): Send back to the Planning and Zoning Commission for a second review based on a (C-1) requirement as opposed to a (C-2) requirement.

Ms. Castro advised the Board they would need to send the item back for reconsideration to review the land use designation and the zoning.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR SESSION: July 3, 2023

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AMENDED MOTION (REYES/PANCRAZI): Send back to the Planning and Zoning Commission for reconsideration.

VOICE VOTE ON THE AMENDMENT: The motion carried 5-0.

VOICE VOTE ON AMENDED MOTION: The motion carried 5-0.

No. 2: *Development Services/Planning & Zoning Division*: Public Hearing: Rezoning Case No. 23-04: Sol and Paulette Christel request the rezoning of a parcel 42,253 square feet in size from Manufactured Home Subdivision-20,000 square feet minimum (MHS-20) to General Commercial (C-2), Assessor's Parcel No. 728-12-073, located at 12468 South Foothills Boulevard, Yuma, Arizona.

Mr. Lihosit provided the staff presentation. He advised the Board that the Planning and Zoning Commission recommended approval; however, staff was recommending denial of this request based on the proposed use being dissimilar to adjacent residential uses to the west and north and in close proximity to the east. The proposed use is incompatible in this location. The existing regional commercial uses along Foothills Boulevard is located in the commercial corridor near Interstate 8 or on major intersections. This parcel is not located within either of the examples.

Supervisor Pancrazi asked if the garage had a permit, and Mr. Lihosit confirmed it was permitted in 2020 as a detached garage accessory use to existing residence.

Chairman Porchas opened the public hearing.

Supervisor Simmons noted he still had concerns about having a (C-2) zoning district close to residential structures. He advised the applicant that if they applied for a Special Use Permit, that would come before the Board of Supervisors for approval.

Ms. Cieri explained that when she looked at zoning in the area she thought the General Commercial (C-2) zoning district was cleaner for her parents parcel.

Chairman Porchas closed the public hearing.

Ms. Castro explained that if a Special Use Permit is approved it will also require a variance, which would be a separate process and heard through the Board of Adjustment.

Supervisor Reyes asked which area would require a variance. Ms. Castro explained that once the property were changed to (C-1) or (C-2) that would trigger compliance with screening and buffering because properties on the west are zoned residential.

Chairman Porchas closed the public hearing and brought the item back to the Board.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR SESSION: July 3, 2023

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MOTION (REYES/PANCRAZI): Send back to the Planning and Zoning Commission for reconsideration.

VOICE VOTE: The motion carried 5-0.

REGULAR ADDENDUM NO. 1

No. 1: *Development Services/Planning & Zoning Division*: Public Hearing: Rezoning Case No. 23-03: Hector Diaz, agent for Zachary Achziger, requests the rezoning of a parcel totaling approximately 6.12 gross acres in size from Rural Area-5 acre minimum (RA-5) to Suburban Site Built-2 acre minimum (SSB-2), Assessor's Parcel Number 747-64-004, located in the vicinity of the northwest corner of County 16th Street and Avenue 4E, Yuma, Arizona.

Mr. Barraza reported the owners have requested to continue this item to the August 7th Board of Supervisors meeting to allow more time for discussions with county staff.

Chairman Porchas opened the public hearing. No comments were received. The public hearing was closed.

MOTION (REYES/PANCRAZI): Continue to August 7.

VOICE VOTE: The motion carried 5-0.

DISCUSSION REGARDING LEGISLATIVE ISSUES:

No. 1: *County Administration*: Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

Mr. Figueroa provided an update and PowerPoint concerning State, Federal, International, and Border Affairs updates.

EVENTS CALENDAR/CURRENT EVENTS:

No. 1: Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

There being no further business to come before the Board, the Regular Session was adjourned at 11:22 a.m.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR SESSION: July 3, 2023

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Adopted this 17th day of July, 2023.

Martin Porchas, Chairman

ATTEST:

Ian McGaughey
County Administrator/Clerk of the Board

IM/dd/cpi/sp

P:\Motions\2023\07-03-23 R Motions #2.cpi_sp review.docx

AIR-12187**Consent Calendar 6.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** IGA with the Office of the Governor to accept funds for the construction of Agri Broadband Wireless**Submitted By:** Ian McGaughey **Prepared by:** Diana Veloz**Department:** County Administrator/Grants**Special District:****Strategic Pillar:** Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

County Administration: Authorize the County Administrator to sign Intergovernmental Agreement No. IGA-ARPA-YUMA-123022-01 between the State of Arizona, Office of the Governor and Yuma County, to accept \$6 Million award for the Agriculture Area Broadband, subject to legal review.

2. SUMMARY:

Yuma County, through the State of Arizona/ Office of the Governor, has been awarded \$6 million for the construction of a Fixed Wireless Broadband Network for Precision Agriculture, the agricultural industry, and promotes water management and conservation. The state-of-the art mobile tower network will enable the use of remote sensors, unmanned aerial vehicles (UAV aka Drones), artificial intelligence, and autonomous equipment known as AgTech, needed by the modern agricultural industry to ensure competitiveness, productivity, sustainability, water preservation, and the protection of national food security. The agreement previously approved on January 18, 2023, consent item #7, was withdrawn by Governor Hobbs and will be replaced by the IGA with the Office of the Governor for the construction of Broadband Wireless proposed for approval on today's agenda.

3. RECOMMENDED MOTION:

County Administration: Authorize the County Administrator to sign Intergovernmental Agreement No. IGA-ARPA-YUMA-123022-01 between the State of Arizona, Office of the Governor and Yuma County, to accept \$6 Million award for the Agriculture Area Broadband, subject to legal review.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 07.10.2023.

Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to authority & form. M. Davy 07.12.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/12/23

Fiscal Impact

General Ledger Fund Name: Community Develop-Other Grants

Project #: 2.2311

Funds Available Y / N: Y

Grants/Projects - Title:

Award #:

Account #: 02351.09.9500.00000.22311

Fiscal Impact/Budget Amendment Resolution No.:

New Fund Approved by BOS 1/18/23 #C7

Attachments

DRAFT-Governors Office IGA-Broadband Towers



**INTERGOVERNMENTAL GRANT AGREEMENT
NO. IGA-ARPA-YUMA-123022-01**

Between the

**STATE OF ARIZONA,
THE OFFICE OF THE GOVERNOR**

And

YUMA COUNTY

I. RECITALS

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor of the State of Arizona ("GVA") to execute and administer contracts and GVA is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona. The Catalog of Federal Domestic Assistance (CFDA)/Assistance Listing for all activity pursuant to this agreement is 21.027.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services, to jointly exercise any powers common to the public agencies, and for joint or cooperative action.

THEREFORE, it is agreed that GVA and Yuma County ("Grantee"), hereafter collectively referred to as the "Parties," enter into the terms of this intergovernmental grant agreement ("Agreement").

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the duties of the Parties as it relates to the partnership detailed herein, and to provide and authorize the use of funds from the American Rescue Plan Act ("ARPA"), Coronavirus State and Local Fiscal Recovery Fund, to Grantee for execution of these duties in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation.

Under this Agreement, activities must be conducted in compliance with the rules of the ARPA. The most current published rules (Treasury's Coronavirus SLFRF Final Rule) can be found at:

<https://www.federalregister.gov/documents/2022/01/27/2022-00292/coronavirus-state-and-local-fiscal-recovery-funds>

The parties hereby acknowledge and agree that GR-ARPA-YUMA-123022-01 between GVA and Recipient is invalid and of no force and effect.

III. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective January 1, 2023 and shall terminate on April 30, 2024, contingent upon funding.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. GVA agrees that regardless of its termination date with Grantee, Grantee may use the funds distributed under this Agreement to pay for any unpaid expenditures pursuant

to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall not be effective unless made in writing and signed by both parties.

IV. DESCRIPTION OF SERVICES

Grantee shall:

- A. Conduct project/program activities in accordance with *Attachment A – ARPA Funds Project Proposal* and the approved line-item budget in e-Civis. *Attachment A – ARPA Funds Project Proposal* is incorporated into this Agreement in its entirety.
- B. Maintain a tracking of total expenditures and report to OSPB on metrics as established by OSPB. OSPB may make changes to reporting metrics, informed by discussion between Grantee and OSPB, as additional ARPA guidance becomes available.

V. MANNER OF FINANCING

GVA shall:

- A. Provide to Grantee a total amount of up to \$6,000,000 for activities outlined in Section IV.
- B. Transfer funding to Grantee upon receipt of valid request for reimbursement, which includes detailed supporting documentation, of incurred costs as the project is executed. Any unused funding pursuant to this agreement at the termination date shall be transferred back to GVA and the remaining balance of the Agreement de-obligated.
- C. The CFDA/Assistance Listing is 21.027 for all activity associated with this agreement. As part of receiving these funds, all revenue received must remain in a singular dedicated fund and all expenditures made must be directly from the same.
- D. Questions regarding the appropriate use of the funds shall be resolved by mutual written agreement between Grantee and GVA.

Grantee shall:

- A. Submit requests for reimbursement for actual expenses incurred by the program. Grantee shall submit these requests for reimbursement at a minimum of quarterly but not more frequently than once per month.
- B. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program funding source.

VI. REPORTING REQUIREMENTS

Grantee shall submit quarterly programmatic reports to GVA through eCivis for all activities performed and expenditures incurred under this Agreement. The report deadlines are the 15th of the month following each Fiscal Quarter, e.g. January 1 – March 31 report period is due April 15.

Quarterly programmatic reports should include reporting on the following metrics:

- Baseline of water use in the acreage to be served by the broadband network
- Amount of water conserved
- Acres of farmable land promoting water conservation
- Number of farms promoting water conservation
- Infrastructure milestones
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- Median Household Income of service area
- Lowest Quintile Income of the service area

VII. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200.

VIII. INSURANCE AND INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, 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 Grantee or any of its owners, officers, directors, agents, employees or subgrantees. 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 Grantee 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 Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the execution of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona. This indemnity shall not apply if the grantee or sub-grantee(s) is/are an agency, board, commission or university of the State of Arizona.

As the Recipient is a public entity, it shall provide a certificate of self-insurance delivered by mail, email or hand delivery to:

Governor's Accounting Office
1700 W. Washington St.
Suite 500
Phoenix, AZ 85007
procurement@az.gov

IX. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of GVA under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by GVA at the end of the period for which funds are available. No liability shall accrue to GVA in the event this provision is exercised, and GVA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

X. AUDIT

In accordance with A.R.S. § 35-214, Grantee shall retain and shall contractually require each Grantee and subgrantee to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by GVA at reasonable times. Upon request, Grantee shall produce the original of any or all such records.

XI. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, GVA may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of GVA, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

XII. FUND MANAGEMENT

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

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

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property
- E. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

XIII. UEI

Each recipient who is funded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Unique Entity Identifier (UEI) number for the fiscal agent; and (b) proof of current registration in the SAM.gov (SAM) website. SAM registration must be maintained for the term of the Agreement. SAM registration information may be found at <https://sam.gov/content/home>.

XIV. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XV. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XVI. NOTICES

Grantee shall address all notices relative to this Agreement to GVA to:

Nicholas Capozzi
Senior Grants and Operations Analyst
Governor's Office of Strategic Planning and Budgeting
1700 West Washington Street, Suite 600
Phoenix, Arizona 85007
Email: ncapozzi@az.gov

GVA shall address all notices relative to this Agreement to Grantee:

Ian McGuaghey
County Administrator
Yuma County
198 S. Main Street
Yuma, AZ 85364
Ian.McGaughey@yumacountyaz.gov

IN WITNESS WHEREOF, the Parties hereto agree to execute this Agreement.

YUMA COUNTY

THE OFFICE OF THE GOVERNOR

Ian McGuaghey
County Administrator

Date

Sarah Brown
Director
Governor's Office of Strategic Planning & Budgeting

Date

John McCleve
Comptroller and CFO
Governor's Accounting Office

Date



**Governor's Office of
Strategic Planning and Budgeting**

1700 West Washington, Suite 600
Phoenix, Arizona 85007
(602) 542-5381

State of Arizona - State and Local Fiscal Recovery Funds of the American Rescue Plan Act
Please review necessary guidelines regarding the U.S. Treasury's Final Rule [here](#)

I acknowledge that I have reviewed the guidelines linked above. ☒

Organizational Profile

Organization Name:	Yuma County
Type of Organization:	Government ☐
Please put your Unique Entity Identifier (UEI) here:	ELEWY4GC2FL9

If you do not have a UEI, please start the free registration process with [SAM.gov](#) to obtain one. It will take 1-2 business days to obtain a UEI after registration.

Has your organization ever received federal funding before either directly as the prime recipient or indirectly as a subrecipient from another organization? Yes ☐

Proposed Project Information

Budget:	\$ 6,000,000.00
Performance Period (start and end dates):	

[U.S. Treasury Expenditure Category](#) (pages 42-44, column EC²⁸)

Please read the Treasury's allowable uses [Expenditure Categories Document](#) linked above and select only one expenditure category that best fits your proposed project. 5.8 Clean Water: Water Conservation

Purpose of the Project (3000 character limit): *Explain how your project will respond to the COVID-19 public health emergency or its negative economic impacts, specifically as it relates to your selected expenditure category.*

Yuma agricultural production is a \$3.2B industry and national strategic asset, providing 90% of North America's winter leafy green vegetables. It is the largest contributor to the Yuma County economy and job market. The utilization of AgTech in Yuma County is essential to maximizing productivity and minimizing the environmental impact of agricultural production while enhancing agriculture's ability to provide a plentiful national food supply and economic stability for Yuma County even as the climate dries. The COVID-19 pandemic threw the fresh produce markets into chaos, with continued unpredictability even today. Sustainability and preservation of water resources are a critical issues for Yuma County agriculture, which relies on the over-allocated Colorado River that faces imminent severe cutbacks from climate change-induced drought. Agriculture represents 70% of water demand and it is predicted that the global water demand will exceed the renewable water supply by 2030 if not sooner. Last year, The U.S. Bureau of Reclamation announced a Tier 2 drought which has started to trigger cuts to Arizona's water allocation affecting agriculture fields and reducing crop production.

Yuma County has long been underserved when it comes to broadband communications principally in the rural areas where agriculture is abundant. Yuma County is currently constructing a middle-mile fiber backbone to lower the barrier to entry for internet service providers to provide last-mile services. Yuma County's agricultural fields need to be served by wireless broadband, as fiber to the premise cannot serve the remote sensors, drones, satellites, artificial intelligence, and automated equipment (AgTech) needed by the modern agriculture industry which promotes precision agriculture, water management, and conservation. The technical infrastructure and delivery of high speed symmetrical fiber, and wireless (air-fiber) facilitates the performance standards required to execute operational efficiencies in the Ag industry and irrigation to improve positive water management at the field level. This proposal awecwa to fund the construction of a wireless hybrid infrastructure, the connection to power utilities, and the county-owned, equal access middle-mile fiber network. The technical solutions are vital to the needs of advancing processes, tools and technology in the management and delivery of essential water resources.

Description of Services (3000 character limit): *Identify who will benefit and provide a general overview of activities to be undertaken.*

The agriculture industry leaders have identified smarter solutions to drive efficiency and innovation when conserving water. AgTech cannot be developed or implemented without ubiquitous wireless/hybrid broadband covering all arable acres. This infrastructure project promotes AgTech with agricultural producers which supports agricultural productivity, and essential water resource management. Agriculture has evolved in the past several years and its growing dependence on AgTech requires the use of broadband to keep farmers informed with real-time statistics. The AgTech allows for new automation and data collection processes which improve irrigation decision making and actions. The field level data may be used in collaboration with irrigators to improve water accuracy and conservation. This will result in time savings and tens of thousands of gallons of water annually. The Wireless Network will allow Yuma's irrigation districts to capture real-time water conveyance data. By capturing the Colorado River's movement, its use, and current allocation in real-time, irrigation districts can respond rapidly to changing conditions. With data visualization and dashboards, daily water accounting is a reality. Truly ubiquitous broadband service would be transformational for both the development and implementation of AgTech capabilities such as remote sensing, artificial intelligence, machine learning, and automation. The desert agriculture industry can flourish and grow even in times of pandemic, climate change, and water scarcity with new AgTech tools that ensure both food safety and crop productivity. A new, more technically savvy, and highly paid workforce will be needed, creating an innovative and entrepreneurial ecosystem that will increase economic growth and private investment. As Yuma County implements broadband and AgTech in the region, there will also be a focus on upskilling the local labor force, thus counteracting the negative consequences of the pandemic on agriculture's workforce. The effects will reverberate throughout Southern Arizona, making the region more productive, sustainable, and competitive. The availability of fiber connectivity to the AgTech demands of our farms, and growth potential in Yuma County, will address essential water resource management and conservation as well as promote the food security of Arizona and the nation which makes this project, investment worthy. Symmetrical standard broadband service supporting AgTech performance standards will be offered to all production acreage (farm fields) in Yuma County, allowing AgTech to be developed, water resource management enhance and utilized for climate adaptive agriculture.

Performance Metrics: *Identify specific measures that will be reported to reflect the impact as a result from this funding (Please List).*

Examples: Number of individuals served

Percent of successful program completions

A hybrid infrastructure design will be installed and connected as part of the Yuma County middle-mile broadband network. Farms in all 6 Ag irrigation districts will have access to field level broadband access (complete coverage may require additional funding, which will be sought through grant programs). The infrastructure will provide essential support for Ag Tech farming. Approximately 180,000+ acres of farmable land and more than 470 farms will have direct capabilities to promote water conservation through precision farming efforts requiring fiber infrastructure connectivity.

Research of real-time water accounting equates to an estimated water savings of 30,000 acre-feet within a single growing season. This equals nearly 64 Olympic-sized swimming pools of water per day. Worth noting, Yuma County is a year round crops producer with multiple growing seasons per year. The upgrades made to conveyance infrastructure today will further enhance the sustainable water management practices implemented at the field level by Yuma's leading producers. Additional water management benefit is not included in this statement and further advances intelligent water use per acre-foot.

A "living lab" will be provided for researchers from Arizona's three state universities, private industry, start-ups, and agricultural producers throughout Yuma County to develop and implement smart water use and other climate-adaptive technologies.

Given the lead time of funding, acquisition, installation, development and meaningful data capture upon adoption, the lead time of comparable results would be demonstrated between 72 and 96 months. Factors such as rainfall, extreme temperature/nature variance, supply/availability of equipment, regulation changes or other unforeseen conditions create a variance in this time frame.

This effort will not only provide a significant impact in Yuma County, Arizona, and the United States, yet may result in global benefit from research and design in the Ag industry. Food security is at the heart of this infrastructure and water resource management. The

~~total cost to serve all of Yuma County's agricultural production areas would be about \$10-15 million. Yuma County has a construction~~

Please complete the Budget Breakdown on the following Pages

Budget Breakdown (direct costs only)

Category	Amount	Line Item Breakdown and Justification
Personnel	\$100,000.00	Existing Yuma County staff or new hire will be assigned to oversee and monitor the project design and construction.
Fringe Benefits	\$30,000.00	Employee related expenses for personnel.
Travel		
Equipment	\$3,000,000.00	Wireless towers and associated equipment to enable power provisioning and connectivity to the County's middle mile broadband fiber network, designed to provide as much farmland coverage, as possible, in all six irrigation districts in Yuma County.

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Supplies	\$50,000.00	Preparation of designated rights-of-way.
Contractual	\$820,000.00	Tower construction design focused on broad and efficient coverage.
Construction	\$1,750,000.00	Placement and assembly of the tower equipment with associated connectivity to power utilities and middle mile network.
Other	\$250,000.00	Right of Way acquisition & Permits
Total	\$6,000,000.00	

AIR-12199**Consent Calendar 7.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Fairgrounds Relocation: Authorize Additional Grant Fund
Disbursement of \$234,300, for total of \$4,934,300**Submitted By:** Joshua Scott **Prepared by:** Joshua Scott**Department:** County Administration**Special District:****Strategic Pillar:** Effective Governance

Information**1. REQUESTED BOARD ACTION:**

County Administration/Construction Management: Authorize the disbursement of an additional \$234,300 in grant funding from the State of Arizona Department of Emergency and Military Affairs (AZDEMA) to the Yuma County Fair, Inc., for a total disbursement of \$4,934,300, for fairgrounds relocation site improvements.

2. SUMMARY:

Portions of the Yuma County fairgrounds, including the midway and commercial exhibits building, are located within the U.S. Marine Corps Air Station Yuma (MCAS) accident potential zone (APZ). In an effort to preserve and enhance MCAS's operational capabilities, it is necessary to relocate fairgrounds facilities from underneath the APZ. In February 2022, Yuma County received a \$5,000,000 grant from the State of Arizona (State), through the Department of Emergency and Military Affairs (AZDEMA), to begin the relocation process.

At the May 1, 2023 Board of Supervisors Meeting, the Board authorized the disbursement of \$4,700,000 in State grant funding to the Yuma County Fair, Inc. for the relocation project. However, after reviewing the current project accounting, there is an additional \$234,300 of State grant funding available for disbursement. Approval of this motion would authorize the disbursement of the additional \$234,300 in AZDEMA grant funds, resulting in a total disbursement of \$4,934,300 to Yuma County Fair, Inc.

3. RECOMMENDED MOTION:

Authorize the disbursement of an additional \$234,300 in grant funding from the State of Arizona Department of Emergency and Military Affairs (AZDEMA) to the Yuma County Fair, Inc., for a total disbursement of \$4,934,300, for fairgrounds relocation site improvements.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 06.22.2023.

Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 06.26.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 6/26/23

Fiscal Impact

General Ledger Fund Name: CIP Other than GF

Project #:

Funds Available Y / N: Y

Grants/Projects - Title: Fairgrounds Project

Award #:

Account #: 04408.09.3600.43195

Fiscal Impact/Budget Amendment Resolution No.:

Budget Authority to be transferred from CIP to Aid to Other Entities in first periodic budget amendment for FY2023/24 expected in September 2023.

Attachments

AZDEMA Agreement - February 2022



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M22-0002

Effective Date: Upon Execution
Termination Date: June 30, 2025, or
Upon Project
Completion
whichever comes
first.

Agreement Title: Yuma County Military Installation Preservation and Enhancement Project,
Laws 2021, Chapter 406, Section 12

YUMA COUNTY AGREEMENT ADMINISTRATORS

Yuma County
Address: 198 South Main Street
Yuma, AZ 85364
Contact Name: Susan Thorpe, County Administrator
Phone Number: (928) 373-1100
Email: susan.thorpe@yumacountyaz.gov

STATE AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs
5645 East McDowell Road, Bldg. M5800
Phoenix, AZ 85008
Contact Name: Kyle Matthew, Chief Procurement Officer
Phone Number: (602) 464-6491
Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as the "STATE"], [a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102 and **YUMA COUNTY** [hereinafter referred together as "County"], authorized to contract pursuant to A.R.S. § 11-201. The purpose of this Agreement is to establish the process for oversight of activities conducted by County and reimbursed by STATE pursuant to Appropriation Legislation 2020-2021, approved by the Governor on June 30, 2021, and authorized in accordance with Laws 2021 Chapter 406, Section 12, to distribute to County for military installation preservation and enhancement projects.



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

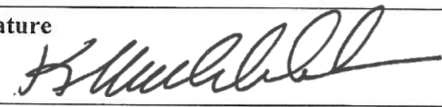
5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

ELIGIBLE ENTITY: Yuma County		Arizona Department of Emergency and Military Affairs	
Signature		Signature	
Printed Name	Susan Thorpe	Printed Name	Major General Kerry L. Muehlenbeck
Title	County Administrator	Title	The Adjutant General
Date	2/25/22	The above referenced Agreement is hereby executed this	
		25th Day of February, 20 22	



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muchlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which STATE will provide funds to County for activities related to the military installation preservation and enhancement projects conducted by County.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and Yuma County, and its addendum: Scope of Work, (Addendum A) constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "County" means Yuma County, as a single Party to this Agreement.

2.4. "Department" or "STATE" means the Arizona Department of Emergency and Military Affairs.

2.5. "FY" means State Fiscal Year.

2.6. "Party" and/or "Parties" means STATE and/or County.

2.7. "Project" means activities conducted within Scope of Work.

2.8. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona and County, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by an authorized representatives of each signatory to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory. Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, by the County and STATE's authorized contracting and procurement officer.

5. Budget: The amount of \$5,000,000 was appropriated in FY2022 and effective July 1, 2021. STATE shall advance the funds to the County upon receipt of a valid funding request with supporting documentation. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by STATE to the County under this Agreement shall



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be used only for the purposes identified in this Agreement. Funds provided by STATE to County under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to County for the purposes identified in this Agreement and shall be used to supplement funds already available to County for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation 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 either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payments shall be advanced to the County upon receipt of a valid funding request with supporting documentation.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from July 1, 2021, to June 30, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature.

13. Notices, Correspondence, Reports:

13.1. 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 persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

For STATE:	For Yuma County:
Name: Travis Schulte	Name: Susan Thorpe
Title: Legislative Liaison	Title: County Administrator
Address: 5645 East McDowell Road, Phoenix, AZ 85008	Address: 198 S. Main St. Yuma AZ 85364
Phone: 602-267-2732	Phone: 928-373-1100
Email: Travis.Schulte@azdema.gov	Email: susan.thorpe@yumacountyaz.gov

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For STATE:	For Yuma County:
Name: Kyle A. Matthew	Name: Susan Thorpe
Title: Chief Procurement Officer	Title: County Administrator
Address: 5636 East McDowell Road, Phoenix, AZ 85008	Address: 198 S. Main St. Yuma AZ 85364
Phone: 602-464-6491	Phone: 928-373-1100
Email: Kyle.Matthew@azdema.gov	Email: susan.thorpe@yumacountyaz.gov

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, Item 6, Reporting Requirement & Deliverables.

13.4. Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. STATE and County shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.



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15. Project Review: It is the responsibility of the County to coordinate with STATE regarding the progress of the Project as defined in the Scope of Work and related attachments. STATE may request in writing, at its discretion, written progress updates, which the County shall provide to STATE within 15 calendar days of STATE's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. STATE or County may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to County or STATE, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement without written permission from STATE may constitute cause for the STATE to terminate this Agreement.

17.2. In the event the Agreement is terminated, County shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents shall be maintained and available for access in accordance with A.R.S. § 41-151 and A.R.S. §§ 35-214 and 34-215 any other state or local rule or regulation. Repayment to STATE of a portion or full payment received by the County may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the County's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (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. The State of Arizona, (STATE) is self-insured per A.R.S. § 41-621.

In addition, should County utilize contractor(s), the County contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless County, STATE 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



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THE ADJUTANT GENERAL

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 contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name the County, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of the County, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the County shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

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

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts, reports, files and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, County shall disclose all lobbying activities to STATE to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. County shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: County assigns to STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to County toward fulfillment of this Agreement.

26. Compliance with Laws. County agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM), and state and local procurement codes, whichever is the most restrictive will apply.



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ADDENDUM A
SCOPE OF WORK

1. **Project Title:** Yuma County Military Installation Preservation and Enhancement Project
2. **Project Timeline and Schedule:** July 1, 2021, to June 30, 2025
 - a. The appropriation made in Laws 2021 Chapter 406 Section 12, Subsection A does not lapse until the purpose for which the appropriation was made has been accomplished or abandoned or the appropriation stands for a full fiscal year without an expenditure or encumbrance.
3. **Purpose:**
 - a. Preserve and enhance U.S. Marine Corps Air Station – Yuma (MCAS-Yuma) in Yuma County through relocation of the Yuma County Fairgrounds from underneath the Crash and Accident potential zones of MCAS-Yuma.
 - b. Additional Goals as described by Yuma County necessary to effectuate the relocation of the Yuma County Fairgrounds.
4. **Tasks:**
 - a. County to request funds to be utilized for the purposes as specified in Scope of Work, Item 3.
5. **Cost:**
 - a. Not to exceed \$5,000,000.
6. **Reporting Requirements and Deliverables:**
 - a. On or before July 31, 2022, and July 31, 2023, the STATE shall report to the Legislative Joint Committee on Capital Review the status of expenditures and progress made to relocate the Yuma County Fairgrounds.
 - b. To facilitate this statutory reporting requirement, the County shall provide a report to the STATE, on the status of expenditures and progress in relocating the Yuma County fairgrounds as outlined below:

Timeframe	Deliverable	Description	Due Date	Send To:
Ad Hoc	Request for partial advancement of funds.	Provide an authorized, detailed funding request with supporting documentation.	As requested.	<u>Travis.Schulte@azdema.gov</u> with a copy to: <u>Debbie.Gann@azdema.gov</u>



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Quarterly	Financial & Programmatic Progress Report	Provide a financial & programmatic progress report of all activities including backup documentation. SEE NOTE BELOW	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day.	<u>Travis.Schulte@azdema.gov</u> with a copy to: <u>Debbie.Gann@azdema.gov</u>
NOTE: In accordance with Scope of Work, Item 6 (a) & (b), County shall include the status of expenditures and progress in relocating the Yuma County Fairgrounds in the Quarterly Financial & Programmatic Progress Report due July 15 each year.				<u>Travis.Schulte@azdema.gov</u> with a copy to: <u>Debbie.Gann@azdema.gov</u>
Final	Financial & Programmatic Progress Report	Provide a final report to include a summary narrative of project with a detailed financial summary.	Due 30 Days after completion of the Project.	<u>Travis.Schulte@azdema.gov</u> with a copy to: <u>Debbie.Gann@azdema.gov</u>

7. Additional Requirements:

- a. Ensure all procurement of goods and services are following established applicable procurement law and County's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition.
- b. All funds must be accounted for by County in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at <https://gao.az.gov/publications/saam>.
- c. This Agreement does not grant release of liability of violations, regardless of when they occur. Nothing in the Agreement shall preclude ADEMA from imposing additional requirements necessary to protect human health and or the environment.

AIR-12205**Consent Calendar 8.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Renewal Contract for Segal Consulting**Submitted By:** Jessica Rodriguez **Prepared by:** Karla Vazquez**Department:** Human Resources**Special District:****Strategic Pillar:** Valued Employees &
Resources

Information**1. REQUESTED BOARD ACTION:**

Human Resources: **a)** Approve the Segal Benefits Consultant third-year renewal contract for the Yuma County Employee Benefit Trust (YCEBT) effective August 15, 2023 in the amount of \$71,000, with pricing pursuant to the price form, and; **b)** Authorize the Human Resources Director to sign all necessary documents relating to the third year renewal letter.

2. SUMMARY:

Effective August 15, 2021, a one (1) year contract was awarded to Segal Consultants to provide benefits and human resources consulting for the Yuma County Employee Benefit Trust (YCEBT), with four (4) renewable terms. Medical and pharmacy consulting services costs for 2023-2024 are \$71,000. Staff is satisfied with the consulting and actuarial services that Segal is providing. Segal has provided great customer service in assisting and advising staff with trend information.

YCEBT members and staff recommend that the contract be renewed for an additional year according to the attached fee scheduled yearly pricing.

3. RECOMMENDED MOTION:

a) Approve the Segal Benefits Consultant third-year renewal contract for the Yuma County Employee Benefit Trust (YCEBT) effective August 15, 2023 in the amount of \$71,000, with pricing pursuant to the price form, and; **b)** Authorize the Human Resources Director to sign all necessary documents relating to the third year renewal letter.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 06.29.2023.

Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form and authority. TWF July 6, 2023

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/7/23

Fiscal Impact

General Ledger Fund Name: Health Self-Insurance

Project #:

Funds Available Y / N: Y

Grants/Projects - Title:

Award #:

Account #: 06607.01.2100.42140

Fiscal Impact/Budget Amendment Resolution No.:

Attachments

Segal Renewal



Mark R. Fitch
Senior Benefits Consultant
T 602.381.4020
M 602.690.9732
mfitch@segalco.com

1501 West Fountainhead Parkway
Suite 370
Tempe, AZ 85282-1936
segalco.com

June 8, 2023

Ms. Jessica Rodriguez
Interim Human Resources Director
Yuma County
198 S. Main Street
Yuma, AZ 85364

Re: Segal Consulting Services – August 15, 2023 through August 14, 2024

Dear Jessica:

Segal is pleased to continue to provide Employee Benefits Consulting Services, Insurance Brokerage Services, and Actuarial Services to Yuma County and its Employee Benefit Trust. The renewal for our consulting contract is August 15, 2023. For the 2023-2024 year, the annual retainer will be \$71,000, as outlined in the attached response to Request for Proposal No. HRB20210630-01.

We understand that your signature below authorizes us to proceed with this renewal for 2023-2024. Billings from our Finance Department will be sent to your attention monthly, in arrears.

Thank you for allowing Segal the opportunity to continue to collaborate with you and your team. If you should have any questions or wish to discuss this matter further, please do not hesitate to call.

Sincerely,

Mark R. Fitch
Senior Benefits Consultant

Signature: _____

Printed Name: _____

Date: _____

AIR-12217**Consent Calendar 9.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** IGA with ADOT: Financing Highway 95 from County 22nd St. to County 11th St. Pavement Rehabilitation Project**Submitted By:** Frank Sanchez **Prepared by:** Frank Sanchez**Department:** Engineering**Special District:****Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

Engineering: **a)** Authorize the Chairman to sign an Intergovernmental Agreement with the State of Arizona/Arizona Department of Transportation covering the financing of the Highway 95 from County 22nd Street to County 11th Street Pavement Rehabilitation Project, and; **b)** Establish and assign CIP No. 1.2409 to the project.

2. SUMMARY:

Yuma County staff submitted the Highway 95 from County 22nd Street to County 11th Street Pavement Rehabilitation Project as the top regional priority project to the Yuma Metropolitan Planning Organization (YMPO). The project was subsequently funded with \$5,910,400 by the State of Arizona capital outlay appropriations from Senate Bill 1722. This amount will complete Phase 1 of the project, which entails removing 3" of asphalt and replacing it with new pavement from County 22nd Street in San Luis to County 17th Street. The project also will replace all striping with new thermoplastic striping along with miscellaneous work. The purpose of this IGA is to transfer the money allocated to the project from the State of Arizona to Yuma County.

Staff is working on submitting Phase II to YMPO for possible state funding again next year. Phase II project limits on Highway 95 is from County 17th Street to Avenue D, while the final phase would be from Avenue D to County 11th Street (32nd Street).

The Engineering Department will develop design plans in-house to construct the project. Once completed, the design plans for Phase I will be brought to the Board of Supervisors for approval and authorization to advertise for construction.

3. RECOMMENDED MOTION:

a) Authorize the Chairman to sign an Intergovernmental Agreement with the State of Arizona/Arizona Department of Transportation covering the financing of the Highway 95 from County 22nd Street to County 11th Street Pavement Rehabilitation Project, and; **b)** Establish and assign CIP No. 1.2409 to the project.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 06.29.2023.
Approved, Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form and authority. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/7/23

Fiscal Impact

General Ledger Fund Name: HURF-Engineering

Project #: 1.2409

Funds Available Y / N: Y

Grants/Projects - Title: Highway 95 from County 22nd Street to County

Award #:

Account #: 02253.03.3600.45510.00000.12409

Fiscal Impact/Budget Amendment Resolution No.:

The project is not included in the FY2023/24 Budget, budget authority to be established in the OMB Periodic Budget Amendment planned for September 2023.

Attachments

ADOT IGA

ADOT CAR No.: IGA 23-0009272-I
AG Contract No.: P0012023000952
Project Location/Name: US Route 95
Pavement Rehabilitation between County
22nd Street and County 11th Street
Type of Work: Pavement Rehabilitation
TIP/STIP No.: NA
Budget Source: 2024 Legislative Appropriation
Transportation Projects: General Fund (Laws 2023,
1st Regular Session, Chapter 135 Senate Bill 1722)
Appropriation No.: 2024 DT56250

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and YUMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 11-251 to enter into this Agreement and the Yuma County Board of Supervisors has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$5,910,400.00 appropriated to the Local Agency for US Route 95 pavement rehabilitation between County 22nd Street and County 11th Street, (the "Project").
4. The foregoing Recitals shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. After this Agreement is executed, the State will issue a warrant to the Local Agency in the amount of \$5,910,400.00 for the Project.
 - b. The Local Agency will complete the Project in accordance with Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10.
 - c. After Project completion, submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
3. Cancellation. This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
5. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
6. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

7. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to the Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
8. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
9. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
10. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
11. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
12. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01 and 35-394.
14. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Yuma County
Attn: Francisco Sanchez
2351 W. 26th Street
Yuma, AZ 85364
franciso.sanchez@yumacountyaz.gov
928.817.5120

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

Yuma County
Attn: Francisco Sanchez
2351 W. 26th Street
Yuma, AZ 85364
franciso.sanchez@yumacountyaz.gov
928.817.5120

For Financial Administration:

Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
fmscontroller@azdot.gov

Yuma County
Attn: Gil Villegas
198 S. Main St.
Yuma, AZ 85364
Gilberto.Villegas@yumacountyaz.gov
928.373-1012

16. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
17. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
18. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

YUMA COUNTY

By _____ Date _____
MARTIN PORCHAS
Chair, Board of Supervisors

ATTEST:

By _____ Date _____
IAN MCGAUGHEY
County Administrator/County Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and Yuma County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
MINDA DAVY, Deputy County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012023000952 (ADOT IGA 23-0009272-I), an Agreement between public agencies, the State of Arizona and Yuma County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

AIR-12173**Consent Calendar 10.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** City of Yuma Letter of Support: Building Resilient Infrastructure Communities (BRIC) Discretionary Grant**Submitted By:** Frank Sanchez **Prepared by:** Frank Sanchez**Department:** Engineering**Special District:** Flood Control District -
DDS**Strategic Pillar:** Effective Governance

Information**1. REQUESTED BOARD ACTION:**

Engineering/Flood Control District: Authorize the Board of Directors of the Yuma County Flood Control District to sign a letter of support for the City of Yuma's application for a Building Resilient Infrastructure Communities (BRIC) Discretionary Grant for improvements to the storm water infrastructure in the Hacienda Estates Subdivision.

2. SUMMARY:

The City of Yuma is requesting a letter of support from the Yuma County Board of Directors of the Flood Control District. The letter of support is for a project that entails the improvement/upgrades to some of their existing pumps located in the Hacienda Estates Subdivision. This flood prone subdivision is bounded to the north by 24th Street, on the south by 30th Street, on the west by 18th Drive and on the east by the East Main Canal. This letter is in support of the City of Yuma's application for \$4.38 million in Building Resilient Infrastructure Communities (BRIC) Discretionary Grant funding. These improvements will protect properties from flooding and improve the health, safety and welfare of the residents of this community.

This item was presented to the Yuma County Flood Control Advisory Board on June 1, 2023. The Advisory Board is recommending approval of the letter of support.

3. RECOMMENDED MOTION:

Authorize the Board of Directors of the Yuma County Flood Control District to sign a letter of support for the City of Yuma's application for a Building Resilient Infrastructure Communities (BRIC) Discretionary Grant for improvements to the storm water infrastructure in the Hacienda Estates Subdivision.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 06.23.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 6/26/23

Fiscal Impact

Attachments

YCFCD BOD Letter of Support for COY

198 Main Street
Yuma, Arizona 85364

IAN McGAUGHEY
COUNTY ADMINISTRATOR
CLERK OF THE BOARD



MARTIN PORCHAS
DISTRICT 1
JONATHAN W. LINES
DISTRICT 2
DARREN R. SIMMONS
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
LYNNE PANCRAZI
DISTRICT 5

July 17, 2023

The Honorable Alejandro Majorkas Secretary of
Homeland Security
U.S. Department of Homeland Security Washington
DC 20528

Dear Secretary Mayorkas:

We write to you today as the Board of Directors of the Yuma County Flood Control District in support of the City of Yuma's application for \$4.38 Million in Building Resilient Infrastructure Communities (BRIC) Discretionary Grant funding for the improvements of existing Storm Water infrastructure to remove residences in the Hacienda Estates subdivision from the 100 year flood event. This flood prone subdivision is located between on the north by 24th Street and on the south by 30th Street; and 18th Drive is the western boundary and the East Main Canal is on the eastern edge.

The proposed project includes design and construction improvements to three of the four pump stations and also includes installation of 24", 30" and 36" force mains to move storm water to the retention basin located on 21st Drive and 26th Street. This improvement will protect properties from flooding and improve the health, safety and welfare of the residents of this community.

These improvements will also assist emergency responders responding to 911 calls from people in need in this subdivision. Flooding of roadways will be minimized by the improvements and will allow for emergency vehicles to travel through the subdivision without getting delayed due to large amounts of water flooding the subdivision roadways.

Thank you for your consideration of this application.

Sincerely,

Martin Porchas
Chairman, Board of Directors

Jonathan Lines
Supervisor, District 2

Darren R. Simmons
Supervisor, District 3

Marco A. (Tony) Reyes
Supervisor, District 4

Lynne Pancrazi
Supervisor, District 5

AIR-12172**Consent Calendar 11.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Sale of Basin Corner Clip, APN No. 633-49-900 to City of Yuma**Submitted By:** Frank Sanchez**Prepared by:** Frank Sanchez**Department:** Engineering**Special District:** Flood Control District -
DDS**Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

Engineering: Approve the sale of a 12'x12' corner clip of Parcel No. 633-49-900 to the City of Yuma and authorize the County Engineer to sign the documents transferring the property, subject to legal review.

2. SUMMARY:

The City of Yuma sent an offer to the Yuma County Flood Control District to purchase a portion of a district-owned property. The City is offering \$500 for the purchase of a 12'x12' (72 sf) corner clip of the southwest corner of an existing district owned detention basin (See attachments). The proposed corner clip is not in use by the District and is currently outside the fenced area of the basin.

The City of Yuma wishes to increase the line of sight at the intersection and reconstruct the pedestrian access ramp to be ADA compliant.

ARS § 11-251(9) allows for the conveyance of County land by the BOS. So long as there is unanimous consent of the BOS, the property can be sold without auction to the City of Yuma. Since it is likely that the property has no market value or a net value of less than \$10,000 (as defined in ARS 28-7095(F)), market analysis can be used rather than an appraisal. Subsequently, staff completed a market analysis and determined that the City's offer of \$500 was fair compensation for the sale of the corner clip.

This item was presented to the Flood Control Advisory Board at their June 1, 2023 quarterly meeting and they recommended approval of the sale. The City of Yuma will also pay the escrow, recording fees and the title insurance premium.

3. RECOMMENDED MOTION:

Approve the sale of a 12'x12' corner clip of Parcel No. 633-49-900 to the City of Yuma and authorize the County Engineer to sign the documents transferring the property, subject to legal review.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 06.13.2023.

For consideration, Gil Villegas, jr.

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 06.23.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 6/26/23

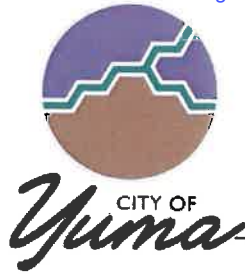
Fiscal Impact

Attachments

City offer letter

Location Map

Legal Description and Exhibit



City Attorney's Office

One City Plaza
Yuma, Arizona 85364
(928) 373-5050

John.LeSueur@yumaaz.gov

April 17, 2023

Yuma County Flood Control District
2351 W 26th Street
Yuma, AZ 85364

**Re: City of Yuma Offer to Purchase
C.I.P. No. 0430-ROAD6, North End Pavement Replacement
APN: 633-49-900**

Dear Yuma County Flood Control District:

The City of Yuma is interested in acquiring the property located at 332 S 10th Avenue, Yuma, Arizona, for the construction of an improved ADA handicap ramp at the intersection of 4th Street and Avenue A. The property is described on the attached Exhibit "A".

In lieu of a market analysis and appraisal, the City of Yuma offers to purchase the property for a total of **Five Hundred Dollars (\$ 500.00)**. The City's offer is for fee title to the property, free and clear of encumbrances and is subject to the following terms and conditions.

1. The City will pay the escrow and recording fees and the title insurance premium.
2. The City's offer is made under the assumption that the property is free of hazardous materials and toxic contaminants.

Please notify the City of your decision whether to accept this offer within 20 days by signing in the space below and returning to me by email or U.S. mail and the City will prepare a deed and check for the appropriate amount. My direct line is 928-373-5055.

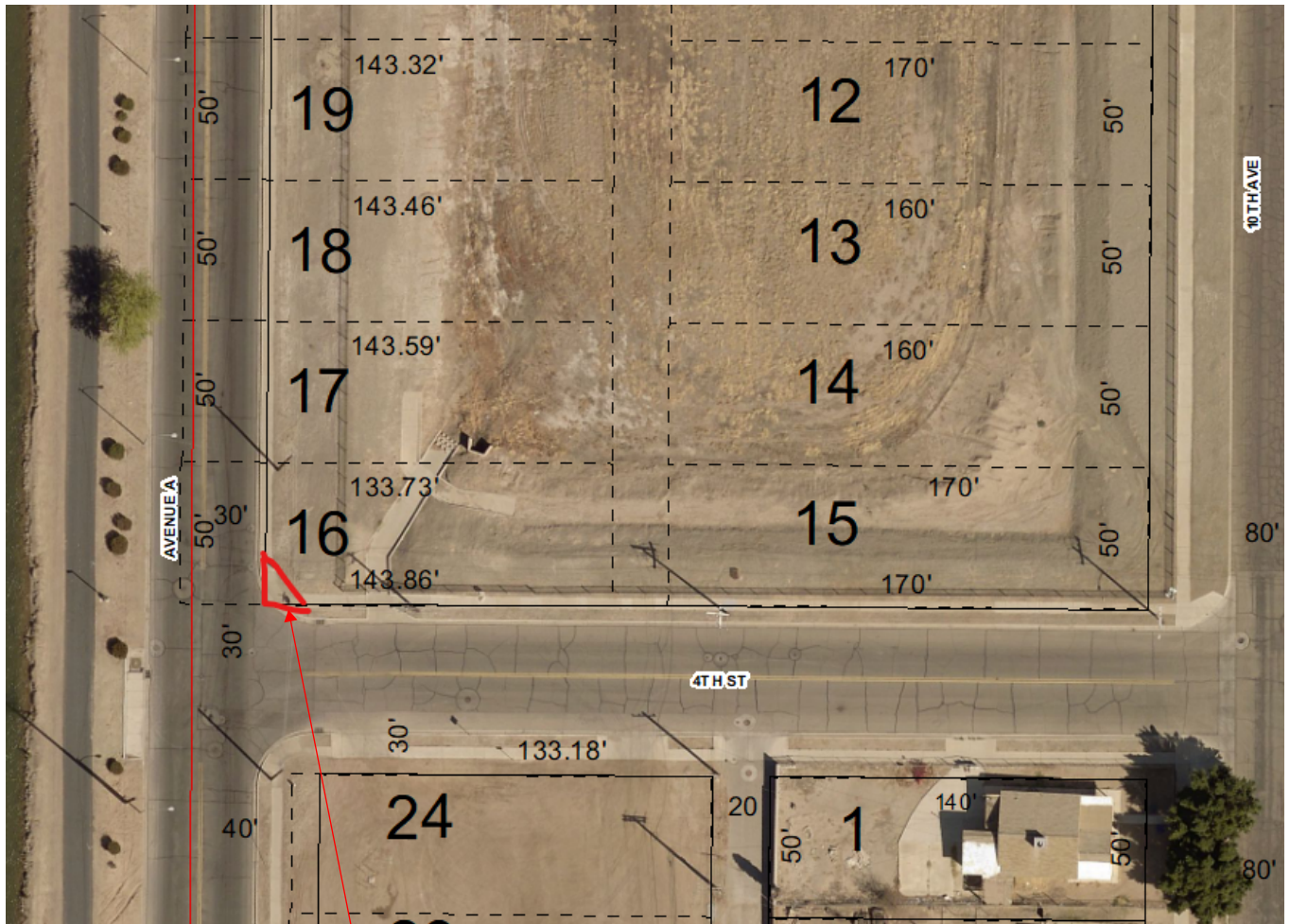
Sincerely,

John LeSueur
Assistant City Attorney

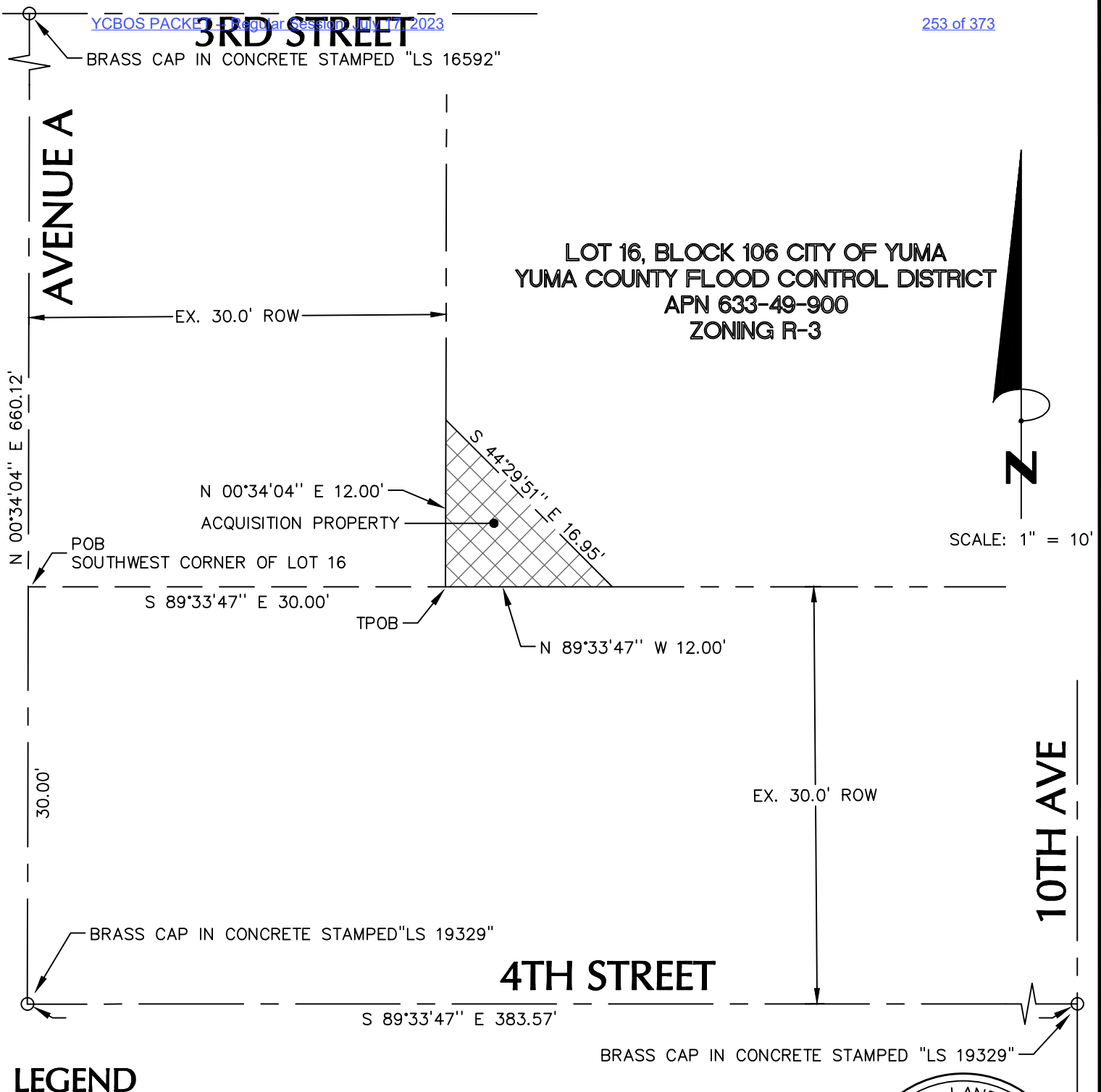
Enclosure

Yuma County Flood Control District

Name: _____
Title: _____

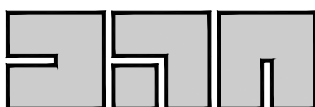


12'x12' Triangle



LEGEND

○	FOUND SURVEY MONUMENT
— — — — —	CENTER / SECTION LINE
— — — — —	RIGHT-OF-WAY LINE
— — — — —	TEMPORARY CONSTRUCTION EASEMENT (TCE)
ROW	RIGHT-OF-WAY
YCR	YUMA COUNTY RECORDS
BK	BOOK
PG	PAGE



DAHL, ROBINS & ASSOCIATES, INC.

1560 S. 5th Avenue
Yuma, AZ 85364
Phone: (928) 819-0825
Fax: (928) 819-0826
www.dahlrobinson.com

RIGHT OF WAY MAP

LOT 16, BLOCK 106, CITY OF YUMA
SECTION 21, TOWNSHIP 08 SOUTH, RANGE 23 WEST
THE GILA & SALT RIVER BASE & MERIDIAN,
YUMA COUNTY, ARIZONA

DATE:	DEC 2022
DESIGNED BY:	DRA
DRAWN BY:	JDL
CHECKED BY:	KAD
SURVEYED BY:	JNL
PROJECT NO.:	21120
SHEET	OF
1	1

LOT 16, BLOCK 106 CITY OF YUMA**ACQUISITION LEGAL DESCRIPTION**

That portion of Lot 16, Block 106 CITY OF YUMA, according to the Plat of Record in the Office of the County Recorder of Yuma County, Arizona in Book 1 of Plats, Page 54 more particularly described as follows:

Beginning at the southwest corner of said Lot 16;

Thence South 89°33'47" East along the south line of said Lot 16 a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

Thence North 00°34'04" East parallel with and 30.00 feet easterly of the west line of said Lot 16 a distance of 12.00 feet;

Thence South 44°29'51" East a distance of 16.95 feet, more or less, to the south line of said Lot 16;

Thence North 89°33'47" West along the south line of said Lot 16 a distance of 12.00 feet to the TRUE POINT OF BEGINNING;

Containing 72.00 square feet, more or less.



AIR-12222**Consent Calendar 12.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Re-appointment of Mrs. Virginia Garcia to the Yuma County Housing Board**Submitted By:** Jesus Roldan**Prepared by:** Edna Lopez**Department:** Housing Department**Special District:****Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

Housing: Reappoint Virginia Garcia to the Yuma County Housing Board for a term that will sunset on July 1, 2024.

2. SUMMARY:

The Yuma County Board of Supervisors acts as the governing board for the Yuma County Housing Department. The U.S. Department of Housing and Urban Development (HUD) requirements under Section 2(b) of the U.S. Housing Act require that an agency board of directors, or similar governing body, include at least one (1) member who is directly assisted by the agency. In compliance, the Board of Supervisors has created the Yuma County Housing Board to include a member who is directly assisted by Yuma County Housing Department.

Mrs. Virginia Garcia is a resident of Pecan Shadows Apartments of Yuma County Housing Department, and she is seeking re-appointment to the Housing Board. Mrs. Garcia's resume is attached for reference.

3. RECOMMENDED MOTION:

Reappoint Mrs. Virginia Garcia to the Yuma County Housing Board for a term that will sunset on July 1, 2024.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/7/23

Fiscal Impact

Attachments

Resume

VIRGINIA GARCIA

PO BOX 1894
Somerton, AZ 85350
(928)388-0899

To lead and become a member of a fast paced team to manufacture the best product and comply with all safety regulations. Strong ability to work independently with little to no direction or as part of a team. Flexible scheduling availability to include weekends evenings holidays and special situations as required.

EXPERIENCE

AUGUST 2022 – MARCH 2022

HARVEST – ORTIZ

- Associated with the day to day operation of a row crop farm
- Used my expertise in farm work to produce in mass amounts
- Apply knowledge in crop cultivation

JANUARY 2021 – APRIL 2021

HARVEST - AGRICO CARGO

- Handled daily crop operations
- Followed sanitation procedures according to specifications of a supervisor
- Handled the weeding, thinning and pruning of crops

EDUCATION / LANGUAGES

2001

HIGH SCHOOL DIPLOMA, CIBOLA HIGH SCHOOL

LANGUAGES

FULLY-BILINGUAL

- English (Professional)
- Spanish (Professional)

SKILLS

- Excellent communication skills
- Team Building Skills
- Positive Work Ethic
- Team driven
- Problem Solving
- Good social skills

AIR-12211**Consent Calendar 13.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Workforce Development Intergovernmental Agreement, CTR064810**Submitted By:** Diana Gomez **Prepared by:** Annette Perez**Department:** Health Services District**Special District:** Health Services District**Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

Public Health Services District: Authorize the District Director to sign all necessary documents relating to the Workforce Development Intergovernmental Agreement (IGA) CTR064810, between the Arizona Department of Health Services and Yuma County Public Health Services District effective December 1, 2022 through November 30, 2027.

2. SUMMARY:

This is an agreement between the Arizona Department of Health Services (ADHS) to leverage partnerships between ADHS and local health departments to provide support to the unique needs of local health departments.

3. RECOMMENDED MOTION:

Authorize the District Director to sign all necessary documents relating to the Workforce Development Intergovernmental Agreement (IGA) CTR064810, between the Arizona Department of Health Services and Yuma County Public Health Services District effective December 1, 2022 through November 30, 2027.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 06.29.2023.
Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form and authority. TWF 10 July 2023

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/10/23

Fiscal Impact**General Ledger Fund Name:** Health Grants**Project #:** TBA

Funds Available Y / N: Y

Grants/Projects - Title: Workforce Development Intergovernmental Agree

Award #: TBA

Account #: 02260.5100

Fiscal Impact/Budget Amendment Resolution No.:

Attachments

Workforce Development IGA

GRF

	INTERGOVERNMENTAL AGREEMENT (IGA) Contract No. CTR064810	ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007 Procurement Officer: Selena Leon
---	--	---

Project Title: Workforce Development GrantBegin Date: 12/01/2022Geographic Service Area: Yuma County Public Health ServicesTermination Date: 11/30/2027

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.

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: Yuma County Public Health Services Address: 198 S Main St., Yuma, AZ 85364	FOR CLARIFICATION, CONTACT: Name: <u>Kathy Ward</u> Phone: <u>(928) 317-4550</u> FAX No: <u>(928) 317-4591</u> E-mail: <u>Kathy.Ward@yumacountyaz.gov</u>
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 _____ Diana Gomez, Chief Health Officer Print Name and Title _____	This Contract shall henceforth be referred to as Contract No. <u>CTR064810</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 _____, 202_ 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. <i>Theresa Fox</i> 31 May 2023 Signature of Person Authorized to Sign _____ Date _____ Theresa Fox, Deputy County Attorney Print Name and Title _____	Contract, No. CTR064810, 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
CTR064810	

1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement or Scope of Work; and any Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.6 "Days" means calendar days unless otherwise specified.
- 1.7 "Exhibit" means any item labeled as an Exhibit in the Contract generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.8 "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.
- 1.9 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.11 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.12 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14 "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 Materials or any Services required for the performance of the Contract.
- 1.15 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS	
CTR064810		

2. Contract Type.

This Contract shall be: Cost Reimbursement

3. Contract Interpretation

- 3.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 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;
 - 3.3.4. Exhibits; then
 - 3.3.5. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one of the above categories.
- 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 Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 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.

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. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other “records” relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.5. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.6. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.7. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State’s eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 4.9. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 4.10. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 4.11. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor’s work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State’s or other suppliers’ performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

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4.12. Ownership of Intellectual Property

4.12.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

4.12.2. "Government Purpose Rights" are:

4.12.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

4.12.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

4.12.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

4.12.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

4.12.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

4.12.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

4.12.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

4.12.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

4.12.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

4.12.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

4.13. Property of the State. If there are any materials that are not covered by Section 4.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may

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not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

- 4.14. Federal Immigration and Nationality Act. 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, 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 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 or debarment of the contractor.
- 4.15. 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.
- 4.16. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 4.17. Certifications Required by State Law.
- 4.17.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
- 4.17.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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 Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 5.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 5.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 5.4. Applicable Taxes
- 5.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 5.4.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and 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.

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5.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

5.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

5.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

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

5.6.2. Cancel the Contract; or

5.6.3. Cancel the Contract and re-solicit the requirements.

6. Contract Changes

6.1. Amendments. 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 within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments 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 for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

6.3. Assignment 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.

7. Risk and Liability

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

7.2. Indemnification

7.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, 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

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alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 7.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- 7.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 7.4. Force Majeure.
- 7.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2. Force Majeure shall not include the following occurrences:
- 7.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2. 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
- 7.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3. If either the Contractor or State 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

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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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4. 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.

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

8. Warranties

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

8.2. Quality. Unless otherwise modified elsewhere in the Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the trade under 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. Conformity to Requirements.

8.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

8.3.1.2. Be free from defects of material and workmanship;

8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

8.3.1.4. Be fit for the intended purpose or use described in the Contract.

8.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

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- 8.4. Inspection/Testing. The warranties set forth in this Section 8 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 8.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 8.10.1.1. Identification of response personnel by name;
 - 8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 7.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 8.10.3. A request from the State related to this paragraph 8.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any

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additional compensation or extension of time by virtue of having to implement a plan.

8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

8.11. Lobbying

8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

8.11.2. Exception. This paragraph 8.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

8.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

8.15. Survival of Rights and Obligations after Contract Expiration or Termination.

8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

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

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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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 9.2. Stop Work Order.
 - 9.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 9.2.2. 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 the remedies of the State under this Contract are not exclusive.
- 9.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 9.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

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 with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

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- 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 has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 10.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 10.5. Termination for Default.
- 10.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 10.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 10.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.
- 10.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

11. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

12. Arbitration

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

13. Communication

- 13.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 13.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities

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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.

14. Client Grievances

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

15. 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.

16. 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.

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. Fraud, Waste, or Abuse

- 18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from

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personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.

- 18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.
- 18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
- 18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,
 - 18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov ,or
 - 18.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

19. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov .

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.fsrs.gov/>

If applicable, the subrecipient or sub-awardee is required to abide by 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.fsrs.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. 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

22. 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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Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

- 23. CIVIL RIGHTS ASSURANCE STATEMENT.** The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.
- 24. AMERICANS WITH DISABILITIES ACT OF 1990.**
- 24.1. The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 24.2. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.
- 25. FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.
- 25.1. 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 \$250 or greater.
- 25.2. 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 year. Grantee agrees that funds will not be used for the construction of new facilities.
- 25.3. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 25.4. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.
- 25.5. Grantee understands that financial reports are required as an accounting of expenditures for either

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reimbursement or ADHS-approved advance payments.

- 25.6. The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 25.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 25.8. 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 unless funding guidelines permit funds to be used at a future date.
- 25.9. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 25.10. 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 State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 25.11. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 25.12. 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 ADHS.
- 25.13. 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.
- 25.14. 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 ADHS. 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.
- 25.15. Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached **Link:** <https://harvester.census.gov/facweb/default.aspx/>
- 25.16. 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.
- 25.17. 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/portal/public/SAM/>

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- 25.18. 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 UEI profile and active registration with the System for Award Management (SAM) database.
- 25.19. 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.
- 25.20. 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.
- 25.21. 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.

26. 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.

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SCOPE OF WORK

1. DEFINITIONS. As used in this Contract, the terms listed below are defined as follows:

- 1.1. "ADHS" means Arizona Department of Health Services.
- 1.2. "Budget Term" means the period of time for which the Contract budget has been created and during which funds should be expended.
- 1.3. "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.
- 1.4. "Emerging Issues" are projects and/or strategies that become prominent and/or are unique to a particular County.
- 1.5. "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 in making decisions about the choice and application of public health interventions. (Reference: Community Commons <https://www.communitycommons.org/>)
- 1.6. "Evidence-Informed" means interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from participants to identify and deliver services that have promise to achieve positive outcomes.
- 1.7. "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the CDC Health Disparities Grant - the National Initiative to Address COVID-19 Health Disparities Among Populations in High- Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities IGA/Contract. 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 requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the Contract.
- 1.8. "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.
- 1.9. "SOW" means Scope of Work, which is the area in the 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.

2. BACKGROUND

- 2.1. The COVID-19 Pandemic has emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Public health departments and other public health partners need to continue their work to respond to COVID-19 and prepare for other public health emergencies that arise in the future. Moreover, COVID-19 has affected nearly every aspect of healthcare and public

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health, laying bare disparities and gaps in health conditions and worsening others. Public health agencies need the capacity to regain their footing in these areas and then accelerate their efforts. This funding is a first of its kind, non-categorical and cross-cutting, intended to help meet critical infrastructure and workforce needs in the short-term; and it should also make possible strategic investments that will have lasting effects on public health agencies across the United States;

- 2.2. The Centers for Disease Control and Prevention (CDC) awarded ADHS a five (5) year, non-competitive grant titled: ***Strengthening US Public Health Infrastructure, Workforce, and Data Systems***. Supported in part by the American Rescue Plan Act (ARPA), the grant is a groundbreaking investment that supports critical public health infrastructure needs of jurisdictions across the United States. Funding from this grant will help ensure that every U.S. community has the people, service and systems needed to promote and protect health. The grant creates a foundation for CDC's public health infrastructure work and provides maximum flexibility so jurisdictions can address their most pressing needs; and
- 2.3. ADHS will focus its work with local health departments to implement the grant's workforce development strategies to hire, retain, sustain, and train the public health workforce.

3. PURPOSE

The purpose of this IGA is to leverage partnerships between ADHS and local health departments by providing ***CDC Strengthening US Public Health Infrastructure, Workforce, and Data Systems*** funding to support the implementations described herein. The intent of this IGA is to provide support to the unique needs of local health departments described in respective Work Plans and Budgets.

4. OBJECTIVES

- 4.1. Local health departments and statewide partners shall implement one (1) or more of the following:
 - 4.1.1. Recruit and hire staff,
 - 4.1.2. Retain staff,
 - 4.1.3. Sustain and support staff,
 - 4.1.4. Train staff, and/or
 - 4.1.5. Strengthen workforce-related planning, systems, processes, and policies.

5. SCOPE OF WORK

Contractor Shall:

- 5.1. Recruit, retain, support, and train the public health workforce with a short-term key outcome of increased hiring of diverse public health staff and a longer goal of an increased public health workforce;
- 5.2. Implement activities identified in approved and agreed upon Price Sheet and Five (5) year Work Plans that align and support workforce development; and
- 5.3. The budget and performance period will begin December 1, 2022, and end November 30, 2027.

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6. TASKS

The Contractor Shall:

- 6.1. Submit an updated Budget Workbook, utilizing the Budget Workbook Template, annually,
- 6.2. Clearly identify proposed spending in the budget,
- 6.3. Implement the approved and agreed upon Five (5) Year Work Plan with identified activities, milestone descriptions, responsible party(ies), collaborations, anticipated completion dates and measures of success,
- 6.4. Participate in all calls (semi-annual), technical assistance calls, webinars, meetings, training, and scheduled site visits, as needed,
- 6.5. Complete tagging and inventory of equipment in compliance with the policy of the [State of Arizona Accounting Manual](#) (SAAM),
 - 6.5.1. Stewardship: <https://gao.az.gov/sites/default/files/2022-06/2535%2520Stewardship%2520150701.pdf>
 - 6.5.2. Submit documents to the COVID-19 Workforce Development Program Manager pertaining to the asset (i.e., receiving papers, invoice, purchase order, receipts, etc.); and
 - 6.5.3. Documents shall include the make, model, serial number, and acquisition date of the asset.
 - 6.5.4. All out-of-state travel language shall follow the travel and per diem policies as outlined in the [State of Arizona Accounting Manual](#),
 - 6.5.4.1. Traveler Responsibilities: <https://gao.az.gov/sites/default/files/2022-06/5007%2520Agency-level%2520Travel%2520Responsibilities%2520180723.pdf>, and
 - 6.5.4.2. Travel Reimbursement Rates: <https://gao.az.gov/sites/default/files/2022-10/5095%20Reimbursement%20Rates%20%20221001.pdf>
 - 6.5.5. Comply with all federal reporting requirements, and
 - 6.5.6. Timely submission of Annual Progress Reports.

7. FUNDING RESTRICTIONS

- 7.1. Funds shall not be used for any of the following (per CDC restrictions on this funding):
 - 7.1.1. Research,
 - 7.1.2. Recipients may not use funds for clinical care except as allowed by law. The funding provided under this award is primarily for the public health workforce. Recipients are encouraged to use funds to support positions necessary to bolster their public health workforce including positions such as public health physicians or nurses. Where, as part of the public health department's workforce and as part of hiring, retaining, supporting,

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and training that workforce, individuals in these positions may provide services in a clinical setting, those services are allowable. For example, a physician or nurse hired, retained, supported, or trained with funds provided under this award is able to provide public health services in a city/county or state health department clinical setting,

- 7.1.3. Medical supplies or medicine, and
- 7.1.4. Furniture or equipment.
- 7.2. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient;
- 7.3. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - 7.3.1. Publicity or propaganda purposes, for the preparation, distribution, or use of any,
 - 7.3.2. Material designed to support or defeat the enactment of legislation before any legislative body, and
 - 7.3.3. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- 7.4. See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#); and
- 7.5. The direct and primary recipient in a cooperative agreement program shall perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

8. APPROVALS

- 8.1. The annual progress reports, Work Plans, Budget Workbook, and monthly Contractor's Expenditure Reports (CER) with receipts supporting expenditures billed for in-state and out-of-state travel and equipment purchases or \$250 or more, as required and/or requested, shall be submitted and approved by ADHS prior to payment reimbursement.
- 8.2. Upon approval of the Work Plan, any changes to the approved activities or strategies shall be resubmitted to ADHS for review and approval prior to implementation;
- 8.3. Any requests to provide additional information on expenditure reports and annual progress reports;
- 8.4. All marketing materials (use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the local health departments and/or statewide partners and paid for with funds from this award shall be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 8.5. Prior to conducting any evaluation or study involving human subjects, the Contractor shall:
 - 8.5.1. Obtain pre-approval by ADHS, and

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- 8.5.2. Obtain pre-approval by the Institutional Review Board (IRB) (as applicable),
- 8.6. Requests to transfer budget amounts between line items, exceeding twenty-five percent (25%) of the total budget or to a non-funded line item, will require a revised budget to be submitted to the Workforce Development Program Manager and a contract amendment issued by ADHS Procurement.
- 8.7. Request approval in writing to the ADHS Workforce Development Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00):
 - 8.7.1. Requests can be made via email and shall include the following information:
 - 8.7.1.1. Type of equipment requesting to be purchased;
 - 8.7.1.2. Cost of equipment; and
 - 8.7.1.3. How the proposed purchase supports the current approved Scope of Work and Work Plan.

9. ADHS RESPONSIBILITIES

- 9.1. Review, feedback, and approval of the five (5) year Work Plan within thirty (30) days of submission;
- 9.2. Review, feedback, and approval of the Budget Workbook, CERs, and supporting documentation within thirty (30) days of submission;
- 9.3. Feedback, technical assistance, and training to support the approved Work Plan, Budget, Annual Reporting, and supporting documentation;
- 9.4. Provide technical assistance and support on annual reports and other reporting requirements as defined and required by the CDC; and
- 9.5. Coordinate and conduct site visits, as needed.

10. DELIVERABLES

The Contractor Shall:

- 10.1. Submit Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services, and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement;
 - 10.1.1. Supporting documentation shall be kept by the Contractor and does not need to be submitted with CERs with the exception of travel documentation (In-state and out-of-state) and single purchases of equipment exceeding \$250, and
 - 10.1.2. Upon request from ADHS, all receipts and documentation supporting expenses billed for a selected CER shall be submitted for review,
- 10.2. Submit Written Annual Progress Reports, due annually on January 31st;
- 10.3. Update the Budget Workbook, due annually on November 1st;

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- 10.4. Provide the Workforce Development Program Manager with contact information of all program staff funded under this IGA/Contract within thirty days (30) days of contract execution to include:

10.4.1. Name, title, email, phone, and

10.4.2. Program area assigned.

- 10.5. Any staffing and/or programmatic changes shall be submitted to the Workforce Development Program Manager within fifteen (15) days providing all information outlined in 10.4.

11. STATE-PROVIDED ITEMS

ADHS shall provide:

- 11.1. Exhibit One (1) - Contractor Expenditure Report (CER);
- 11.2. Five (5) Year Work Plan;
- 11.3. Budget Workbook Template; and
- 11.4. Annual Report Template (to be provided after execution of Contract).

12. NOTICES, CORRESPONDENCE, AND REPORTS

- 12.1. Notices, correspondence, reports, supporting documentation, and CERs from the contractors to ADHS shall be sent to:

Benjamin Mesnik
 Workforce Development Program Manager
 Arizona Department of Health Services
 150 N. 18th Avenue
 Phoenix, Arizona 85007-3242
 Email: benjamin.mesnik@azdhs.gov

- 12.2. Invoices shall be emailed to: invoices@azdhs.gov, and the Workforce Development Program Manager, benjamin.mesnik@azdhs.gov.

- 12.3. Notices, Correspondence, Reports, and Payments from ADHS to the Contractor shall be sent to:

Contractor	<u>Yuma County Public Health Services District</u>
Attention	<u>José Trigueros & Annette Perez</u>
Address	<u>2200 West 28th Street</u>
City, State, Zip	<u>Yuma, AZ 85364</u>
Phone	<u>(928) 317-4550</u>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR064810	

Price Sheet

Contract #: CTR064810

County Name: Yuma County Public Health Services

Funding: Strengthening US Public Health Infrastructure, Workforce and Data Systems Grant

Budget Term: 5 years (estimated December 1, 2022-November 30, 2027)

ACCOUNT CLASSIFICATION		TOTAL
Personnel		\$45,000.00
ERE		\$18,000.00
Professional & Outside Services		\$17,750.00
Travel		-
<i>In State:</i>	-	-
<i>Out of State</i>	-	-
Occupancy		-
Other Operating Expense		\$2,320.00
Capital Outlay (Equipment)		-
Indirect Rate and Costs <i>(if applicable, will Include % rate (XX%) and then add an asterisk (*) to the lines used to calculate this percentage)</i>		-
Total Amount Requested		\$83,070.00

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR064810	EXHIBIT ONE (1) – CONTRACTOR EXPENDITURE REPORT (CER)

Arizona Department of Health Services Accounting / Contracts 150 N 18th Avenue Phoenix, Arizona 85007		CONTRACTOR'S EXPENDITURE REPORT (CER) 1. Invoice Number _____ - 2. Contract Number _____ 3. Program Identifier / Vendor Name _____ - 4. Purchase Order - GAE Number _____ - 5. Reporting Period _____ -					☐ Cost Reimbursement - Cumulative Actual ☐ Fixed Price ☐ Periodic Report ☐ Final Report	
Detailed Statement of Expenditures, Fixed Price and Match Requirements								
6. COST REIMBURSEMENT (Actual Expenditures)		Approved Initial Budget	Date of Approved Budget Amendment	Approved Amended Budget	Prior Reporting Period YTD Expenditures	Current Reporting Period Expenditures	Total YTD Expenditures	
A. Account Classification:								
Personal Services		\$ -		\$ -	\$ -	\$ -	\$ -	
ERE		\$ -		\$ -	\$ -	\$ -	\$ -	
Professional & Outside Services		\$ -		\$ -	\$ -	\$ -	\$ -	
Travel		\$ -		\$ -	\$ -	\$ -	\$ -	
Occupancy		\$ -		\$ -	\$ -	\$ -	\$ -	
Other Operating		\$ -		\$ -	\$ -	\$ -	\$ -	
Capital Outlay		\$ -		\$ -	\$ -	\$ -	\$ -	
Indirect Cost		\$ -		\$ -	\$ -	\$ -	\$ -	
Total		\$ -		\$ -	\$ -	\$ -	\$ -	
7. FIXED PRICE (Deliverables)			Rate Per Unit	Number of Units Provided This Reporting Period	Total Funds Earned This Reporting Period	Prior Reporting Period - YTD Funds Earned	Total YTD Funds Earned	
A. Type of Unit: (Insert Below)								
			\$ -	0	\$ -	\$ -	\$ -	
			\$ -	0	\$ -	\$ -	\$ -	
			\$ -	0	\$ -	\$ -	\$ -	
			\$ -	0	\$ -	\$ -	\$ -	
			\$ -	0	\$ -	\$ -	\$ -	
			\$ -	0	\$ -	\$ -	\$ -	
Total				0	\$ -	\$ -	\$ -	
8. Match Expenditures (Actual Expenditures)				Prior Reporting Period YTD Expenditures	Current In-Kind Match Expenditures	Current Cash Match Expenditures	Total YTD Match Expenditures	
A. Account Classification: (Insert type of match below)								
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
Total				\$ -	\$ -	\$ -	\$ -	
ADHS USE ONLY		THIS SECTION FOR ADHS FINANCE USE ONLY				AMOUNT	CONTRACTOR CERTIFICATION	
I certify this report has been examined by me, and to the best of my knowledge and belief, the expenses noted are appropriate and reasonable. I also confirm the reported expenditures for fixed price information is valid, based on a review of supporting records. The sub recipient is in compliance with the terms of the contract which allows the program to approve and pay this CER invoice. ADHS PROGRAM CERTIFICATION: ☐ Performance Satisfactory For Payment ☐ Performance Unsatisfactory, Withhold Payment ☐ No Payment Due PROGRAM MANAGER SIGNATURE / DATE PROGRAM MANAGER NAME / DATE		Total Expenditures / Total Fixed Price				\$ -	I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information are allowable, valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.	
		Adj (if required):				\$ -		
		Less: Year-to-Date Payments				\$ -		
		Adj (if required):				\$ -		
		Net Payment Due:				\$ -		
Fiscal Year	Function	PPC	Major Program	Program	Amount			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
						CONTRACTOR'S SIGNATURE / DATE		
						CONTRACTOR'S NAME / DATE		

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT Two (2) - 2 CFR 200.332
CTR064810	

Exhibit Two (2) - 2 CFR 200.332**§ 200.332****Requirements for pass-through entities.****All pass-through entities must:**

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
DUNS #	QMWUG1AMYF65
Federal Award Identification (Grant Number):	1 NE11OE000047-01-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Yuma County Public Health Services
Subrecipient's unique entity identifier (UEI #):	ELEWY4GC2FL9
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NE11OE000047
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	11/26/2022
Subaward Period of Performance Start and End Date;	12/01/2022 -11/30/2027
Subaward Budget Period Start and End Date:	12/01/2022 - 11/30/2023
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$83,070.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$5,939,613.60
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$15,610,847.00

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT Two (2) - 2 CFR 200.332
CTR064810	

Exhibit Two (2) - 2 CFR 200.332 (continued)

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Public Health Infrastructure and Workforce Development Grant
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention (CDC)
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.967
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	0%

YUMA COUNTY GRANT REVIEW FORM

Form Initiator: Diana Gomez	Department/Division: Health/Nursing	Date prepared: 06/26/23
		Telephone: 928-317-4550
Grantor: Arizona Department of Health Services	Grant Title: Workforce Development Intergovernmental Agreement, CTR064810	Grant Term: From: 12/01/2022 To: 11/30/2027
Grant review needed by _____	Fund no/Dept no: 02260.5100 Revenue code: 33100 (To be assigned by Financial Services if new)	
New Grant: _____	Amendment No. _____ (\$83,070 _____ /Decrease \$ _____)	
Briefly describe purpose of grant: This is an agreement is intended to leverage partnerships between ADHS and local health departments to provide support to the unique needs of local health departments.		
If amendment, provide reason:		
If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service.		
Funding Sources	Federal Funds	State Funds
County Funds	Other	Total
Current Fiscal Year	\$83,070	
Remaining Yrs _____		
Total Revenue	\$83,070	
Source of County funding (match) if needed (include department name, fund and department number):		Catalog of Federal Domestic Assistance (CFDA) No.: 93.967
Method of collecting grant funds: Lump sum payment _____ Quarterly payments _____ Draw _____ Reimbursement ☒ _____		
Is revertment of unexpended funds required at end of grant period? Yes ☒ No _____		

Cost of Services	Direct	Indirect	Total
Current Fiscal Year	\$83,070		\$83,070
Remaining Years _____			
Total Cost	\$83,070		\$83,070
Does Grantor accept indirect costs as an allowable expenditure? <u>No</u> If yes, dollar amount or percentage allowed: _____			
Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: _____			
Other County agencies impacted:			
Does the Agency Head accept all terms of the County=s Grants Management Policy? Yes ☒ No _____ If not, which exceptions should be made and why:			

ATTACH APPROPRIATE DOCUMENTATION (COPY OF GRANT, AMENDMENT, GRANTING LETTER, EXPLANATION/JUSTIFICATION)

REVIEW BY FINANCIAL SERVICES IS REQUIRED FOR ALL NEW GRANTS, RENEWALS & BUDGET AMENDMENTS Budget revision required _____ Matching funds identified & available _____ Indirect costs identified _____ Comments: Signature/Date: _____	
REVIEW OF NEW GRANTS BY COUNTY ATTORNEY Approved as to form Yes _____ No _____ Comments: Signature/Date: _____	REVIEW BY COUNTY ADMINISTRATOR Recommend Board: Approve _____ Disapprove _____ Comments: Signature/Date: _____

ID #: 9704-F

AIR-12212**Consent Calendar 14.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Revised Bylaws - Yuma County Workforce Development Board**Submitted By:** Nidia Herrera **Prepared by:** Beatriz Aguilar**Department:** Yuma Private Industry Council**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

ARIZONA@WORK: The Yuma County Workforce Development Board, operated by ARIZONA@WORK, requests that the Yuma County Board of Supervisors to approve the Revised Yuma County Workforce Development Board By-Laws.

2. SUMMARY:

Revisions to the Yuma County Workforce Development Board By-Laws may be necessary from time to time. Revisions to the By-Laws were required by the State.

- Description of Optimum Policymaking Authority
- Updates on Positions
- Revised Attendance
- Revised Language, required by the State's Revised Governance Policy

3. RECOMMENDED MOTION:

Approve of the Revised Yuma County Workforce Development Board By-Laws.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form and authority. TWF July 6, 2023

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/10/23

Fiscal Impact**Attachments**

Revised Yuma County Workforce Development Board By-Laws

YUMA COUNTY WORKFORCE DEVELOPMENT BOARD

BY-LAWS

Revised and Adopted this 18th day of November, 2019 to reflect requirements by the Workforce Arizona Council (WAC) Local Governance Policy approved on June 2019, in accordance with the Workforce Innovation and Opportunity Act (WIOA), and Code of Federal Regulations 20 CFR Section 679.

Revised this 7th day of September, 2022 to be in compliance with the Arizona Department of Economic Security (AZDES).

Revised this 17th day of July, 2023 to be in compliance with the Arizona Department of Economic Security (AZDES).



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BY-LAWS

Yuma County Workforce Development Board
DBA 501(c)(3) Organization, Yuma Private Industry Council, Inc. (YPIC)

Effective Date: November 18, 2019

Revised Date: September 7, 2022

Revised Date: July 17, 2023

ARTICLE I.

NAME, AREA OF SERVICE & ESTABLISHMENT AUTHORIZATION

- A. The Yuma County Workforce Development Board, hereinafter referred to as the “LOCAL BOARD”, is established in accordance with the Workforce Innovation and Opportunity Act, hereinafter referred to as “WIOA”, which was signed into law on July 22, 2014 as Public Law 113-128, specifically Sec. 107.
- B. The Chief Elected Official is defined as the Yuma County Board of Supervisors, (hereinafter referred to as “BOS”).
- C. The area served shall be Yuma County, State of Arizona, inclusive of all municipalities and unincorporated areas. This area shall be known as the Yuma County Local Workforce Development Area (hereinafter referred to as the “LWDA”).
- D. The BOS appoints all LOCAL BOARD members as prescribed in the Workforce Innovation and Opportunity Act (hereinafter referred to as the “WIOA”), Public Law 113-128.
- E. The LOCAL BOARD and its committees derive their authority from WIOA Sec. 107. In execution of its business, the LOCAL BOARD shall comply with the WIOA and regulations as well as policies and directives from the Arizona Department of Economic Security and the Workforce Arizona Council.

ARTICLE II.

VISION AND PURPOSE

- A. Consistent with 20 CFR § 679.300 (a) and (b), the vision for the LOCAL BOARD is to serve as a strategic leader and convener of local workforce development system stakeholders.

The LOCAL BOARD partners with employers and the workforce development system to develop policies and investments that support public workforce system strategies that support regional economies, the development of effective approaches including local and regional sector partnerships and career pathways, and high quality, customer centered service delivery and service delivery approaches;

B. The purpose of the LOCAL BOARD is to:

1. Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the local area and larger planning region;
2. Assist in the achievement of the Arizona State Plan; and
3. Maximize and continue to improve the quality of services, customer satisfaction, effectiveness of the services provided.

C. The LOCAL BOARD will operate on a Program Year basis. Program Years are defined as July 1 – June 30.

ARTICLE III.

DUTIES AND RESPONSIBILITIES

As provided in WIOA Sec. 107(d), 20 CFR § 679.370, and Paragraph VI(14) of the WAC Local Governance Policy, the LOCAL BOARD must:

A. LOCAL POLICY

In partnership with the BOS, set policy for the portion of the statewide workforce development system within the LOCAL BOARD and consistent with State policies (20 CFR § 679.310(b)).

B. LOCAL PLAN

Develop and submit a 4-year local plan for the local area, in partnership with the BOS, and consistent with WIOA Sec. 108.

C. BUDGET AND ADMINISTRATION

Develop a budget for the activities of the LOCAL BOARD, **with approval of the BOS** and consistent with the local plan and the duties of the LOCAL BOARD. The LOCAL BOARD budget includes all activities of the LOCAL BOARD including the Title I budget amounts to be allocated for youth (WIOA Sec. 133), adults and dislocated worker (WIOA Sec. 128) career services. The LOCAL BOARD determines how much of the budget to allocate for these services and how to procure these services.

D. LABOR MARKET ANALYSIS

- a) Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;

- b) Other research, data collection, and analysis related to the workforce needs of the regional economy as the board, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.

E. CONVENING, BROKERING, LEVERAGING

Convene local workforce development system stakeholders to assist in the development of the local plan under 20 CFR § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the LOCAL BOARD and standing committees in carrying out, convening, brokering, and leveraging functions at the direction of the LOCAL BOARD.

Under WIOA sec. 108, the LOCAL BOARD must, in partnership with the BOS, develop and submit a comprehensive 4-year plan to the Governor.

The plan must identify and describe the policies, procedures, and local activities that are carried out in the local area, consistent with the State Plan.

Selected Board Members and mandated partners will contribute and assist in developing the comprehensive 4-year plan.

Employer/Community Engagement updates are scheduled on the board agenda and presented at the LWDB meetings.

Economic developments and opportunities are put on the board agenda and presented to the LWDB by the board member representing economic development.

The Board Chair and Executive Director will monitor and oversee these functions.

F. EMPLOYER ENGAGEMENT

Lead efforts to engage with a diverse range of employers and with entities in the region in order to:

1. Promote business representation on the LOCAL BOARD;
2. Develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;
3. Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
4. Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers, that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.

G. CAREER PATHWAYS DEVELOPMENT

With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.

H. PROVEN AND PROMISING PRACTICES

As stated in paragraph VI(7) of the June 5, 2019 WAC Local Governance Policy, lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers (including individuals with barriers to employment) in the local workforce system, as well as in providing physical and programmatic accessibility, in accordance with WIOA Sec. 188, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), to the one-stop delivery system. Identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs.

I. TECHNOLOGY

Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:

1. Facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;
2. Facilitating access to services provided through the one-stop delivery system involved, including access in remote areas;
3. Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and
4. Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.

J. PROGRAM OVERSIGHT

In partnership with the BOS:

1. Conduct oversight of youth workforce investment activities authorized under WIOA Sec. 129(c), adult and dislocated worker employment and training activities under WIOA Sec. 134(c) and (d), and the entire one-stop delivery system in the local area;
2. Ensure the appropriate use and management of the funds provided under WIOA Subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; and

3. Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA Sec. 116.

K. LOCAL PERFORMANCE ACCOUNTABILITY MEASURES

Negotiate and reach agreement on local performance indicators with the BOS and the Workforce Arizona Council.

L. INFRASTRUCTURE COSTS

As stated in the WAC Local Governance Policy, negotiate with the BOS and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with 20 CFR § 678.715 and State Workforce Policy MOU and Infrastructure Costs policy.

M. SELECTION OF OPERATORS AND PROVIDERS

As stated in the WAC Local Governance Policy, with the agreement of the BOS, select the following providers in the LWDA, and where appropriate terminate such providers in accordance with 2 CFR part 200:

1. Providers of youth workforce investment activities through competitive grants or contracts. However, if the LOCAL BOARD determines that there is an insufficient number of eligible providers in the LWDA, the LOCAL BOARD may award contracts on a sole-source basis in compliance with State Provider Selection Policy ARIZONA@WORK One Stop Operator and Service Provider Selection Policy. The LOCAL BOARD may terminate for cause the eligibility of such providers.
2. Eligible providers of training services consistent with the criteria and information requirements established by the Governor and WIOA Sec. 122;
3. Providers of career services through the award of contracts if the one-stop operator does not provide such services;
4. Designate or certify one-stop operators as described in WIOA Sec. 121(d)(2)(A) and 20 CFR § 678.600-678.635. Also, may terminate for cause the eligibility of such operators.
5. The One-Stop Operator may also be the direct service provider, but may not develop, manage, or conduct the competition of a service provider for which it intends to compete.
6. The One-Stop Operator may not convene system stakeholders to assist in the development of the local plan, and prepare and submit local plans.

N. CONSUMER CHOICE REQUIREMENTS

As stated in the WAC Local Governance Policy, work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area, services are provided in a manner that maximizes consumer choice and provides opportunities that lead to competitive employment for individuals with

disabilities. This includes eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities. (WIOA Sec. 122 and paragraphs (2) and (3) of Sec. 134(c)).

O. COORDINATION WITH EDUCATION PROVIDERS

Coordinate activities with education and training providers in the local area, including:

1. Reviewing applications to provide adult education and literacy activities under title II for the local area to determine whether such applications are consistent with the local plan;
2. Making recommendations to the eligible agency to promote alignment with such plan; and
3. Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

P. ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

Assess, on an annual basis, the physical and programmatic accessibility of the one-stop centers in the local area, in accordance with WIOA Sec. 188, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*).

Q. ARIZONA@WORK JOB CENTER CERTIFICATION

Certification of one-stop centers in accordance with 20 CFR § 678.800 and applicable policies issued by the State Workforce Board (Workforce Arizona Council).

R. AUTHORITY TO HIRE STAFF

1. The LOCAL BOARD shall establish and apply a set of qualifications for the position of director that ensures the individual selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the LOCAL BOARD. The Executive Director shall be responsible for all personnel matters.
2. The LOCAL BOARD director and staff are subject to the limitations on the payment of salary and bonuses described in WIOA Sec. 194(15).
3. In general, LOCAL BOARD staff only may assist the LOCAL BOARD to fulfill its functions (20 CFR § 679.400(d)).

S. COMPENSATION AND REIMBURSEMENT

LOCAL BOARD members shall receive no compensation for their service on the LOCAL BOARD. A member may be eligible for reimbursement of expenses directly related to LOCAL BOARD representation, up to the actual amount provided with

receipts, upon approval by the LOCAL BOARD Chair. Such approval must be granted before the expense is incurred. LOCAL BOARD members are not eligible for reimbursement relating to mileage or routine expenses relating to attendance at LOCAL BOARD meetings.

ARTICLE IV.

MEMBERSHIP/COMPOSITION OF THE LOCAL BOARD

- A. Pursuant to WIOA Section 107 (c) (1), the BOS) is authorized to appoint the members of the LOCAL BOARD for Yuma County in accordance with the criteria established by the Governor in partnership with the State Board (WIOA 107 (b)(1)). Authority to appoint members to the LOCAL BOARD rests solely with the BOS.

1. The membership shall be comprised as follows based on the definitions outlined in the Act:

Category	# of Members
A - Business - Must be <u>more than 50%</u> of the total Board. MUST be owner or CEO with optimum policymaking or hiring authority. MUST provide employment in in-demand industry sectors that have substantial current or potential impact on economy. MUST include 2 reps of small business as defined by SBA.	10
B - Workforce - <u>Not less than 20%</u> of total Board. MUST include 2 reps of labor organizations. MUST include 1 rep of registered apprenticeship program.	4
C - Education and Training - MUST include at least 1 provider of adult education (WIOA Title II). MUST include at least 1 higher education providing workforce investment activities.	2
D - Government, Economic and Community Development – MUST include at least 1 rep from an Economic and Community Development entity. MUST include at least 1 rep for ESO under Wagner-Peyser Act. MUST include at least 1 rep of programs under Title I of Rehab Act of 1973.	3
TOTAL	19

2. The BOS is solely responsible to determine the size of the LOCAL BOARD consistent with WIOA Section 107(b)(2). The LOCAL BOARD may submit a request to the BOS for consideration of a change in the size of the LOCAL BOARD. Any approved changes must be consistent with WIOA Section 107(b)(2). Changes will become effective on the first day of the following program year.
3. The LOCAL BOARD must be selected by the BOS consistent with criteria established under WIOA sec. 107(b)(1) and criteria established by the Governor, and must meet the requirements of WIOA sec. 107(b)(2).

4. The LOCAL BOARD may not include members who are employees or directors of grantees or sub-grantees of Arizona WIOA funds **except as required by WIOA.**
5. Members of the LWDB that represent organizations, agencies or other entities shall be individuals with optimum policymaking authority within the organizations, agencies or entities. Optimum policymaking authority is defined as an individual in leadership, management, supervisory positions or individuals nominated in writing by selected entities who can reasonably be expected to speak affirmatively on behalf of the entity they represent and to commit that entity to a chosen course of actions. Such authority is limited for the purpose of membership on the LWDB, and does not supersede an entity's fiscal authority requirements and policymaking approval process.
6. An individual may be appointed to represent more than one category. When an individual is appointed to represent more than one category, the individual must have policy-making authority in each category.
7. Documentation is required indicating the dual/multiple role is acceptable based on a majority vote of the full LOCAL BOARD.

B. BUSINESS REPRESENTATIVES:

The majority (greater than 50%) of the members of the LOCAL BOARD must be representatives of business in the local area. At a minimum, two members must represent small business as defined by U.S. Small Business Administration. Business representatives serving on local workforce development boards may also serve on the State board. Each business representative **must meet the following criteria:**

1. Be owners of businesses, chief executives or operating officers of businesses, or other business executives or individuals with optimum policy making or hiring authority. A representative with optimum policy-making authority is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
2. Provide employment opportunities in "in-demand" industry sectors or occupations, and provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others (in the case of organizations representing business as per WIOA Sec. 107(b) (2)(A)(ii)).

As defined in WIOA 107 Sec. 3(23), *in-demand industry sector or occupation* means:

- a. An industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or
- b. An occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a

significant impact on the State, regional, or local economy, as appropriate.

The determination of whether an industry sector or occupation is in-demand shall be made by the State or LOCAL BOARD, as appropriate, using the State and regional business and labor market projections, including the use of labor market information.

3. Be appointed among individuals nominated by local business organizations and/or business trade associations.

C. WORKFORCE REPRESENTATIVES

Not less than 20 percent of the members of the LOCAL BOARD must be workforce representatives. These representatives:

1. **Must include** two or more representatives of labor organizations who have been nominated by local labor federations, or other representatives of employees (for areas where labor organizations do not exist);
2. **Must include** one or more representatives (must be a training director or a member of a labor organization) of a joint labor-management, or union affiliated, registered apprenticeship program within the area. If no union registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed, if one exists;
3. *May include* one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
4. *May include* representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

D. BALANCE OF MEMBERSHIP

The balance of membership for the LOCAL BOARD **must include**:

1. **At least one** eligible provider administering adult education and literacy activities under WIOA title II (Adult Education). When there is more than one local area provider of adult education and literacy activities under Title II, nominations are solicited from those particular entities (WIOA Sec. 107 (b)(2)(C)(i);
2. **At least one** representative from an institution of higher education providing workforce investment activities, including community colleges. When there are multiple institutions of higher education providing workforce investment activities nominations are solicited from those particular entities (WIOA Sec. 107(b)(2)(C)(ii)); and

3. ***At least one*** representative from each of the following governmental and economic and community development entities:
 - a. Economic and community development entities;
 - b. The State Employment Service Office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area; and
 - c. The programs carried out under title I of the Rehabilitation Act of 1973, other than section 112 or Part C of that Title.

E. OTHER APPOINTMENTS

In addition to the representatives enumerated above, the BOS may appoint other appropriate entities in the local area, including:

1. Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
 2. Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
 3. Philanthropic organizations serving the local areas; and
 4. Other appropriate individuals as determined by the BOS.
- F. LOCAL BOARD members will not be permitted to delegate a proxy or alternates in their absence for any meeting or other activity.
- G. Members will complete tasks assigned by the LOCAL BOARD Chair and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about LOCAL BOARD-related topics, including policy guidelines. Members are expected to assist each other in orientation and education related to LOCAL BOARD responsibilities.

ARTICLE V.

APPOINTMENTS TO THE LOCAL BOARD

- A. Individuals are appointed to the LOCAL BOARD by the BOS, in accordance with State criteria established under WIOA Sec. 107(b)(2), and the LOCAL BOARD is certified by the Governor **every two years**, in accordance with WIOA Sec. 107(c)(2).
- B. Appointments to the LOCAL BOARD will be made by the BOS by the following process:

1. Each nominee must complete a questionnaire provided by the Yuma County Administrator (hereinafter referred to as “County Administrator”) for membership on the LOCAL BOARD.
2. The questionnaire will demonstrate how the nominee meets the criteria for membership in the applicable category (Business, Workforce, etc. see *Article IV Membership/Composition of the Board*). This includes a resume or curriculum vitae that shows work history and level of authority and qualification. Membership questionnaires must be submitted to the County Administrator for future consideration by the BOS.
3. Nominees for the Business category of membership must provide a letter of nomination from a local business organization or business trade association (e.g., Yuma County Chamber of Commerce or Greater Yuma Economic Development Corporation), in accordance with WIOA Sec. 107(b)(2)(iii).
4. Nominees for the Workforce category of membership must provide a letter of nomination from a local labor federation or other representative of employees (for areas where labor organizations do not exist), in accordance with WIOA Sec. 107(b)(2)(i).
5. The appointment will be placed on an agenda for action by the BOS. A majority vote in favor of the appointment is required by the BOS. Once approved, the appointee’s name will be sent to the LOCAL BOARD staff for processing.
6. All newly appointed LOCAL BOARD members must complete a LOCAL BOARD- approved onboarding session prior to attending their first meeting as a voting board member.
7. Program partner staff members who have a post of duty at either the ARIZONA@WORK Yuma County comprehensive or affiliate site job centers are not eligible for membership on the LOCAL BOARD, ***except those representatives required by the WIOA***, due to a potential conflict of interest resulting from the relationship between the LOCAL BOARD, the One Stop Operator, and job center program staff.

ARTICLE VI.

TERMS OF OFFICE

- A. The terms of the members will generally be for three years. Term start date is the date the member was approved by the BOS, with the termination date of June 30 of the termination year. Members may serve multiple terms but must be re-appointed by the BOS.
- B. Appointments will be staggered to the extent possible so that one-third (1/3) of the membership expires in a given year. Individual terms may be adjusted to achieve this goal.

Members are to be appointed equally (one-third each) by the BOS. When Board Members are appointed to the Local Workforce Development Board (LWDB) they shall be for a period of one (1) year, two (2) years, or three (3) years to ensure the LWDB is equally balanced on a “staggered-term” basis, so that insofar as is possible, one-third of the Board members shall be appointed/reappointed each year.

Each member shall serve a term that shall be determined by the appointing BOS. In certain circumstances when a new appointee is replacing a resigning member, the appointee may potentially be appointed for 3 years to maintain staggered-terms. Upon expiration of a member’s term, that member, at the discretion of the BOS, may be reappointed by the BOS to another designated term. The Board shall maintain an updated list of the current members and the expiration dates of their terms to ensure board composition compliance.

- C. If a vacancy occurs otherwise than by the expiration term, the vacancy shall be filled by appointment by the BOS for the unexpired portion of the term.

The nomination process will be the same as outlined in these By-laws under *Article V Appointments to the LOCAL BOARD*. The new member filling the vacancy shall represent the same board category as the outgoing member.

ARTICLE VII.

ATTENDANCE

- A. All LOCAL BOARD members are expected to attend regularly scheduled meetings. All members must confirm **two business days prior** to a scheduled meeting whether they plan to attend or not.
- B. All LOCAL BOARD members may attend meetings in person, telephonically or virtually. A cell phone call to a member’s telephone may be used in case the conference call is not available for the meeting.
- C. A member’s absence is considered ***unexcused*** if the member fails to notify LOCAL BOARD staff **two business days** prior to a scheduled meeting.
- D. ***Three unexcused*** absences by any member during the Program Year shall result in LOCAL BOARD review of the member’s absences with regard to recommending removal of the member. The LOCAL BOARD, by majority vote, may recommend removal of a member to the BOS.
- E. ***Excused*** absences are those involving sickness, family emergency or business related priorities. Members must notify LOCAL BOARD staff immediately upon discovery of circumstances that will require an excused absence.
- F. ***Four excused*** absences during the Program Year shall result in LOCAL BOARD notifying the BOS and recommending removal of the member.

ARTICLE VIII.

VACANCIES, RESIGNATIONS, AND REMOVAL OF LOCAL BOARD MEMBERS

- A. A member who no longer holds the position or status that made him or her eligible to serve as LOCAL BOARD member must notify the LOCAL BOARD Chair of the change in his or her status within 5 business days of such change. The LOCAL BOARD Chair or staff will notify the County Administrator immediately of the change in the member's status.
- B. If a member who no longer holds the position or status that made him or her eligible to serve as LOCAL BOARD does not resign immediately upon no longer holding such status, the Member will be removed by the BOS at the next Yuma County Board of Supervisors meeting.
- C. The LOCAL BOARD Chair or staff must notify the BOS through the County Administrator of a vacancy immediately upon his/her knowledge of a resignation or other reason for a vacancy.

VACANCIES

- A. In order to comply with Workforce Arizona Council Local Governance Policy, LOCAL BOARD vacancies must be filled within 120 days of the vacancy. All vacancies will be addressed using the process identified in *Article V- Appointment to the LOCAL BOARD*.
- B. Appointments and reappointments must be made within 120 days that the vacancy is created.
- C. In the event a vacancy cannot be filled within 120 days, the BOS must request a waiver in writing to the Manager of the Workforce Arizona Council with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy.
- D. The BOS must maintain written approval of the waiver request by the Manager of the Workforce Arizona Council and will be monitored according to the process outlined in the approved waiver request.

RESIGNATIONS

- A. Resignation by members shall be submitted in writing to the LOCAL BOARD Chair. An agenda item will be placed on the next full LOCAL BOARD meeting for the Board to "acknowledge" that member's resignation. The LOCAL BOARD shall notify the County Administrator of the resignation and request the advertisement of a vacancy on the LOCAL BOARD in the appropriate category of membership.

REMOVALS

- A. LOCAL BOARD members must be removed by the BOS if any of the following occurs:
 - 1. Documented violation of conflict of interest;

2. Failure to meet LOCAL BOARD member representation requirements defined in the LOCAL BOARD By-Laws Article IV - *Membership/Composition of the LOCAL BOARD*; or
 3. Documented proof of malfeasance, fraud or abuse.
- B. LOCAL BOARD members may be recommended for removal for other reasons as determined by the LOCAL BOARD. The LOCAL BOARD shall notify the County Administrator of their recommendation for removal, to be placed on a future BOS agenda for action.
- C. The state administrative entity reserves the right to conduct an investigation regarding allegations of wrongdoing that result in the removal of a board member. The County Administrator will be formally notified in advance of any such investigation and of the results. The state administrative entity may request the assistance of Yuma County staff in the investigation.
- D. The LOCAL BOARD will provide written notice to the member being considered for removal from the LOCAL BOARD, before a recommendation for removal is placed on a LOCAL BOARD meeting agenda. The member under consideration for termination can request a hearing with the Executive Committee before any action is taken.
- E. Should the Executive Committee determine that it is in the best interest of the LOCAL BOARD to remove a member; a recommendation for removal will be presented for official action to recommend removal. The recommendation must receive a majority vote.
- F. Recommendations for removal for LOCAL BOARD members will be forwarded to the BOS for final approval.

ARTICLE IX.

OFFICERS

A. Election of Officers:

1. Election of Officers shall be held during the last meeting of each Program year.
2. The Chair and Vice-Chair shall serve concurrent terms, commencing on July 1 of the following Program Year in which they were elected.
3. Elections will be conducted by the dissemination of the “ARIZONA@WORK Yuma County Local Workforce Development Board Officer Nomination Form” which shall be disseminated to each eligible LOCAL BOARD member no later than April 1 of the election year.
4. Nomination results will be presented to the full Board for a vote during the last meeting of the Program Year in which elections are held.

B. Chair

The Chair shall perform the duties pursuant to these bylaws and procedural decisions resulting from a majority vote of the LOCAL BOARD. The Chair is the attester to all documents containing necessary concurrences required by the Governor and/or the LOCAL BOARD recommendations deemed necessary to the BOS.

1. The Chair shall be elected by a majority of the LOCAL BOARD.
2. The Chair shall be a Business category member of the LOCAL BOARD in accordance with WIOA Sec. 107(b)(3).
3. The Chair shall be the Presiding Officer of the LOCAL BOARD and shall preside at all meetings of the LOCAL BOARD.
4. The term of office for the Chair shall be one year.
5. In the event the Chair cannot fulfill the term of his/her appointment for any reason, the Vice-Chair shall perform such duties as the Acting Chair until a new chair is appointed by the BOS.
 - a. The Chair must submit in writing to the BOS notifying his/her intention to resign from his/her role as Chair.
 - b. The nomination process outlined in Article IX (A) shall be followed to elect a new Chair. Voting for a new Chair will be conducted at the next regularly scheduled LOCAL BOARD meeting.

C. Vice-Chair

The Vice-Chair shall perform the duties of the Chair in his/her absence or assume the duties of the Chair, should the Chair resign before the Chair's term is up.

1. The Vice-Chair shall be a Business category member of the LOCAL BOARD.
2. The Vice-Chair shall be elected by a majority vote of the LOCAL BOARD.
3. The term of office for the Vice-Chair shall be one year.
4. In the event the Vice-Chair cannot fulfill the terms of his/her appointment for any reason, the member must submit in writing to the Chair his/her intention to resign from his/her role as Vice-Chair.
 - a. The Secretary-Treasurer shall serve as interim Vice-Chair until a replacement is elected.
 - b. The nomination process outlined in Article IX (A) shall be followed to elect a new Vice-Chair. Voting for a new Vice-Chair will be conducted at the next regularly scheduled LOCAL BOARD meeting.

D. Secretary/Treasurer

1. The Secretary/Treasurer shall be elected by a majority vote of the LOCAL BOARD.
2. The term of office for the Secretary-Treasurer shall be one year.
3. In the event the Secretary-Treasurer cannot fulfill the terms of his/her appointment for any reason, the member must submit in writing to the Chair his/her intention to resign from his/her role as Board Secretary/Treasurer.
 - a. The Chair shall appoint a member to serve as interim Secretary-Treasurer until a replacement is elected.
 - b. The nomination process outlined in Article IX (A) shall be followed to elect a new Secretary-Treasurer. Voting for a new Secretary-Treasurer will be conducted at the next regularly scheduled LOCAL BOARD meeting.

ARTICLE X.**COMMITTEES**

- A. The Chair of the LOCAL BOARD shall appoint the Chair of each standing committee and ad hoc committees, subject to ratification by a majority vote of the full LOCAL BOARD.
- B. LOCAL BOARD members who miss three Committee meetings for which they are a member will be referred to the Executive Committee for review of further participation on the committee.
- C. Recommendations by the Executive Committee shall be brought to the full LOCAL BOARD with a recommendation as to further participation of the member on that committee.
- D. The full LOCAL BOARD shall vote on further participation by the member on the committee or removal from the committee.

E. STANDING COMMITTEES:

1. The LOCAL BOARD has authority to establish standing committees in order to address specific issues.
2. All standing committee recommendations are presented to the LOCAL BOARD for official action.
3. All standing committees must operate according to Arizona Open Meeting Law requirements and establish a regular schedule of meetings.
4. If the LOCAL BOARD determines that a specific standing committee is no longer needed, it shall officially disband the committee. The By-Laws will thereafter be amended to remove the standing committee.

5. LOCAL BOARD members with less than one year of tenure on the LOCAL BOARD are not eligible to serve as Chair of a standing committee.
6. The following standing committees have been established by the LOCAL BOARD:

a. **EXECUTIVE COMMITTEE**

- i. The Executive Committee may meet as necessary between scheduled meetings of the entire LOCAL BOARD and shall be responsible for interpreting and putting into effect the decisions, policies and programs of the LOCAL BOARD, including but not limited to attendance, By-Laws or disciplinary actions of the LOCAL BOARD.
- ii. The Executive Committee will consist of the Chair, Vice-Chair, Secretary-Treasurer and other non-board members including board staff. The Chair may appoint members who are determined to have appropriate experience and expertise, not to exceed 4 additional members.
- iii. The LOCAL BOARD Chair will serve as the Chair of the Executive Committee.
- iv. If a full LOCAL BOARD meeting has been canceled and/or *time sensitive* action items are required to continue the programs, an Executive Committee meeting may be called. The Committee may vote on the action items, and the vote will be ratified at the next scheduled or replacement meeting of the LOCAL BOARD, subject to Arizona Open Meeting Law restrictions.
- v. The Executive Committee may go into “Executive Session” during the course of a Committee meeting on an “as needed” basis at the discretion of the Chair, in accordance with and subject to Arizona Open Meeting Law restrictions.
- vi. All actions made by the Executive Committee must be ratified by a majority vote of the LOCAL BOARD at its next regularly scheduled meeting.
- vii. LOCAL BOARD members with less than one year of tenure on the LOCAL BOARD are not eligible to serve on the Executive Committee.

b. **FINANCE AND PERSONNEL COMMITTEE**

The Finance and Personnel Committee shall oversee the fiscal operation for the Board. It shall ensure the development and implementation of an integrated operator/partner budget to finance the One-Stop System and submit such financial plan to the BOS for review. The Committee shall be comprised of the LOCAL BOARD Chair, Vice-Chair and the Secretary/Treasurer and other non-board members including board staff as determined by the Chair who have appropriate experience and expertise. All shall possess the skills necessary to carry out the functions of the Committee, which are as follows:

- i. Prepare and recommend the Workforce Development Board Operating Budget to the full Board;
- ii. The LWDB staff will notify the committee in advance if funds are projected to be reverted to the State prior to the expiration of the two years.
- iii. Recommend allocation of WIOA funds to One Stop Operator(s) after review of each proposed budget;
- iv. Review all financial reports/documents/audits as needed;
- v. Establish, enforce, and review all financial policies and procedures;
- vi. May request additional information and reports from One Stop Operator(s) on an as needed basis;
- vii. Work with the Executive Director to secure additional grants and funds for the Workforce Development System and Board.

c. PERSONNEL POLICIES AND PROCEDURES COMMITTEE

The Personnel Policies and Procedures Committee will review all non-financial Personnel Policies and Procedures of the administrative organization. The Committee will make recommendations to the LOCAL BOARD for approval or revisions of policies. The Chair of the Personnel Policies and Procedures Committee shall be a member of the LOCAL BOARD. Other committee members may include non-members of the LOCAL BOARD.

d. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee is a standing committee of the LOCAL BOARD. LOCAL BOARD members will be appointed to the committee by the Chair of the LOCAL BOARD.

A. Membership:

- i. Minimum of three (3) members with a maximum of five (5) from the LOCAL BOARD; Chair must be a LOCAL BOARD member;
- ii. Representative(s) of the Administrative Entity for the LOCAL BOARD

B. Duties and Responsibilities:

- i. Develop, review and approve local performance standards for contractors/service providers;
- ii. Review fiscal and programmatic performance of contractors/service providers;
- iii. Report to the LOCAL BOARD on contractor/service provider performance;
- iv. Make recommendations to the LOCAL BOARD for corrective action regarding service provider deficiencies and corrective action plans;

- v. Review monitoring results and make recommendations to the LOCAL BOARD;
- vi. Make recommendations to the LOCAL BOARD regarding renewal of contracts or MOUs for contractors/service providers;

C. Meetings will be held at a minimum annually.

e. AD HOC COMMITTEE

An ad hoc committee may be established by the LOCAL BOARD for a specific purpose with a specific time frame. Once the Committee has presented its findings/report to the LOCAL BOARD, the LOCAL BOARD will take official action to disband the Committee.

f. COMMITTEE OFFICERS

- i. The LOCAL BOARD Chair appoints the Chair of the Standing or Ad Hoc Committees subject to ratification by a vote of the LOCAL BOARD.
- ii. The Committee Vice-Chair shall be elected by a majority vote of the specific committee.

ARTICLE XI.

EDUCATIONAL OPPORTUNITY CENTER CHARTER HIGH SCHOOL GOVERNING BOARD

The EOC CHS is non WIOA regulated and is composed of five members of the LOCAL BOARD; the members are appointed by the Chair of the LOCAL BOARD. The EOC CHS is given authority to act on behalf of the LOCAL BOARD for operational matters related to the EOC CHS and will regularly report to the full LOCAL BOARD on actions taken.

ARTICLE XII.

MEETINGS

- A. All meetings of the LOCAL BOARD, including its standing committees and ad hoc committees shall be held in accordance with the Arizona Open Meeting Law A.R.S. Title 38, Article 3.1 (in accordance with Workforce Arizona Council Workforce Innovation and Opportunity Act Local Governance Policy).
- B. A simple majority of appointed members shall constitute a quorum for the transaction of business at all LOCAL BOARD and designated standing committee meetings. A meeting at which quorum is initially established, but the quorum is not maintained due to the withdrawal or departure of members, may continue business discussions but take no action.

- C. Members may attend meetings in-person, virtually or by telephone call; with advance notice to the board staff to ensure access. Members participating virtually and by telephone shall be clearly identified in the minutes.
- D. Agendas for all meetings of the LOCAL BOARD, Executive Committee and all other committees will be posted at least 24 hours in advance of each meeting on the Yuma County website (<http://www.yumacountyaz.gov>) and the ARIZONA@WORK Yuma County website (<https://arizona@work.com/yuma-county/local-board-yuma-county>). Agendas must be provided by the LOCAL BOARD staff in advance to the Yuma County staff to ensure timely posting on the County's website.
- E. Meeting agendas may contain a Consent Agenda. A consent agenda groups routine business and reports into one agenda item. The consent agenda can be approved in one action, rather than filing motions on each item separately.

Use of the consent agenda includes the following steps:

1. The Chair decides which items will be placed on the consent agenda.
 2. At the beginning of the meeting, the Chair will ask members if any of the consent agenda items should be moved to the regular discussion items.
 3. Any reason will be sufficient to move an item. A member can move an item to discuss, query or to vote against it.
 4. Once the item has been moved, the Chair may decide to address the matter immediately, or table it for a future meeting.
 5. When there are no items to be moved or if all requested items have been moved, hearing no objections the Chair can move to adopt the consent agenda.
 6. The full text of the resolutions, reports, and recommendations that were adopted as part of the consent agenda will be documented as part of the meeting minutes.
- F. In accordance with A.R.S. § 38-431.01 (B), all LOCAL BOARD meetings shall provide for the taking of written minutes of all their meetings, including executive sessions. For meetings other than executive sessions, such minutes shall include, but not be limited to:
 1. The date, time and place of the meeting.
 2. The members of the LOCAL BOARD recorded as either present or absent.
 3. A general description of the matters considered.
 4. An accurate description of all legal actions proposed, discussed or taken, and the names of members who propose each motion. The minutes shall also include how each member voted on each item, unless the vote is unanimous. The minutes shall also include the names of the persons, as given, making statements or presenting material to the LOCAL BOARD and a reference to the legal action about which they made statements or presented material.

- G. The minutes or a recording of a meeting shall be available for public inspection no later than three working days after the meeting.

H. Full Board Meetings:

1. The LOCAL BOARD shall hold full board meetings at least six (6) times per Program Year on the date, time and place as may be designated by the majority of the LOCAL BOARD. The meeting schedule shall be posted on the Yuma County public website and the ARIZONA@WORK Yuma County website.
2. The Chair may call for a Special Meeting of the LOCAL BOARD as needed, subject to notice requirements of Arizona's Open Meeting Law.

I. Standing Committee and Ad Hoc Committee Meetings:

Special meetings of the LOCAL BOARD and its standing committees and ad hoc committees may be called, as needed, by the Chair of the LOCAL BOARD or the respective committee chair.

ARTICLE XIII.

VOTING/MOTIONS

A. Each member of the LOCAL BOARD shall be entitled to one (1) vote on all matters brought before the LOCAL BOARD at any scheduled meeting. Whenever these By-Laws specify that an action is to be taken by vote of the LOCAL BOARD, the approval shall be a simple majority of the members present and qualified to vote at any scheduled meeting of the LOCAL BOARD at which a quorum exists.

Items that require a motion, second and a vote include the following:

1. Consent Agenda Items (e.g. minutes from previous meetings)
2. Organizational policies and revisions
3. Strategic Plan
4. Annual budget or revision to the budget
5. Amendments to MOU/Infrastructure Agreement
6. Amendments to By-Laws and/or Shared Governance Agreement
7. Initiation of Legal Action
8. Allocation of Surplus of Funds
9. Assumption of a major new financial obligation or risk
10. Adjournment

ARTICLE XIV.

BUSINESS CONDUCTED OPENLY

- A. The LOCAL BOARD must conduct its business in an open manner as required by WIOA Sec. 107(e), by making available to the public, on a regular basis through electronic means and open meetings, information about the activities of the LOCAL BOARD (20 CFR § 679.390). The LOCAL BOARD also must comply with Arizona's Open Meeting Law (A.R.S. Title 38, Chapter 3, Article 3.1)
- B. The LOCAL BOARD will also post the required information on the State's ARIZONA@WORK website (<https://www.Arizonaatwork.com>) either by direct download or linkage to the LOCAL BOARD website. The required information includes:
 - 1. Information about the Local Plan, or modification to the Local Plan, before submission of the plan;
 - 2. List and affiliation of LOCAL BOARD members;
 - 3. Selection of One Stop Operators;
 - 4. Award of grants or contracts to eligible training providers or workforce investment activities including providers of youth workforce investment activities;
 - 5. Minutes of formal meetings of the LOCAL BOARD and all committees; and
 - 6. LOCAL BOARD By-Laws, consistent with 20 CFR § 679.310(g).

ARTICLE XV.

CONFLICT OF INTEREST

- A. Acknowledgement that the LOCAL BOARD members must adhere to the following rules regarding conflict of interest:
 - 1. Arizona law Conflict of Interest as set forth in A.R.S. § 38-447 and § 38-503; and any future amendments
 - 2. The department responsible for the direct provision of services cannot manage the LWDB member nomination process or conduct other management responsibilities delegated under WIOA to the Chief Elected Official.
 - 3. At the beginning of each Program Year, each LOCAL BOARD member must sign his/her compliance and acknowledgment of the Ethics and Conflict of Interest Policy provided by LOCAL BOARD staff.
 - 4. A LOCAL BOARD member may not vote on any matter that would provide direct financial benefit to the member or the member's immediate family, or on matters of the provision of services by the member or the entity the member represents.

5. A LOCAL BOARD member must avoid even the appearance of a conflict of interest. Prior to taking office, LOCAL BOARD members must provide to the LOCAL BOARD chair a written declaration of all substantial business interests or relationships they, or their immediate families, have with all businesses or organizations that have received, currently receive, or are likely to receive contracts or funding from the LWDB. Such declarations must be updated annually or within 30 days to reflect any changes in such business interests or relationships. The LOCAL BOARD must appoint an individual to review the disclosure information in a timely manner and advise the LOCAL BOARD chair and appropriate members of potential conflicts.
6. Prior to a discussion, vote, or decision on any matter before a LWDB, if a member, or a person in the immediate family of such member, has a substantial interest in or relationship to a business entity, organization, or property that would be affected by any official LOCAL BOARD action, the member must disclose the nature and extent of the interest or relationship and must abstain from discussion and voting on or in any other way participating in the decision on the matter. All abstentions must be recorded in the minutes of the LOCAL BOARD meeting and be maintained as part of the official record.
7. It is the responsibility of the LOCAL BOARD members to monitor potential conflict of interest and bring it to the LOCAL BOARD's attention in the event a member does not make a self-declaration.
8. In order to avoid a conflict of interest, the LOCAL BOARD must ensure that the workforce service providers for WIOA Title I-B adult, dislocated worker, and youth programs must not employ or otherwise compensate a current LOCAL BOARD member or employee who is employed or compensated by the LOCAL BOARD or its administrative entity, fiscal agent, or grant recipient to support the LWDB in carrying out its duties.
9. The LOCAL BOARD must ensure that the members, or its administrative staff do not have any supervisory responsibility for the daily activities of its workforce service providers, workforce system partners or contractors. There must be complete separation between governance functions and operating functions within an organization including different reporting structures.
10. LOCAL BOARD members or their organizations may receive services as a customer of a local workforce service provider or workforce system partner.

ARTICLE XVI.

CONFLICT RESOLUTION

- A. When a conflict arises between LOCAL BOARD members, or, one-stop partners who have signed the ARIZONA@WORK Yuma County Memorandum of Understanding and Infrastructure Funding Agreement that cannot be resolved, the parties to the issue shall summarize the issue in writing and submit to the Executive Committee for mediation. All

impacted Executive Committee members must recuse themselves if a party to the conflict.

- B. If the stated recusals result in the lack of a quorum, the remaining members of the Executive Committee will recruit a standing committee member to fulfill the role for the purpose of mediation.
- C. All decisions by the Executive Committee are final unless requiring legal review.
- D. Decisions will be documented in writing to the impacted parties.

ARTICLE XVII.

AMENDMENTS TO THE BY-LAWS

- A. Amendments to these By-Laws may be necessary from time to time. Any proposed changes to the By-Laws must be approved by a majority vote of the LOCAL BOARD, prior to submission to BOS.
- B. The proposed amendments to the By-Laws must be submitted to the Yuma County Attorney for legal review and the BOS for final approval.
- C. Each time the By-Laws are amended, a copy of the updated By-Laws will be distributed to all LOCAL BOARD members, the BOS, County Attorney and posted on the ARIZONA@WORK Yuma County website.

These By-Laws are hereby approved and adopted by the LOCAL BOARD and the BOS.
The parties hereto have affixed their signatures to these By-Laws on the dates written below.

Martin Porchas, Chair
Yuma County Board of Supervisors

Date

Samuel G. Loveless, Chair
Yuma County Workforce Development Board

Date

ATTEST:

IAN MCGAUGHEY
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

JON R. SMITH, County Attorney

AIR-12213**Consent Calendar 15.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Revised Yuma County Shared Governance Agreement**Submitted By:** Nidia Herrera **Prepared by:** Beatriz Aguilar**Department:** Yuma Private Industry Council**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

ARIZONA@WORK: The Yuma County Workforce Development Board, operated by *ARIZONA@WORK*, requests the Yuma County Board of Supervisors to approve the Revised Yuma County Shared Governance Agreement between the Yuma County Board of Supervisors and the Yuma County Local Workforce Development Board.

2. SUMMARY:

Amendments to the Yuma County Shared Governance Agreement may be necessary from time to time. Revisions to the Shared Governance Agreement were required by the State.

- Updates on Positions
- Revised Language, required by the State's Revised Governance Policy
 - Labor Market Analysis
 - Convening, Brokering, Leveraging
 - Career Pathways Development
 - Proven and Promising Practices
 - Accessibility for Individuals with Disabilities

3. RECOMMENDED MOTION:

Approve the Revised Yuma County Shared Governance Agreement between the Yuma County Board of Supervisors and the Yuma County Local Workforce Development Board.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form and authority. TWF July 6, 2023

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/10/23

Fiscal Impact**Attachments**

Revised Yuma County Shared Governance Agreement

SHARED GOVERNANCE AGREEMENT
BETWEEN THE
YUMA COUNTY BOARD of SUPERVISORS
AND THE
YUMA COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD
FOR
PROVISION OF SERVICE UNDER THE WORKFORCE INNOVATION
AND OPPORTUNITY ACT IN THE YUMA COUNTY WORKFORCE
INVESTMENT AREA

Revised this 17th day of July, 2023

This shared governance agreement is entered into between the Yuma County Board of Supervisors (herein after referred to as “BOS”) as the Chief Elected Official of Yuma County, and the Yuma County Local Workforce Development Board (herein after referred to as “LOCAL BOARD”) to specify the relationship between the two entities as required by the federal Workforce Innovation and Opportunity Act of 2014 (Public Law No. 113-128) hereinafter referred to as “WIOA,” and the state Workforce Arizona Council’s ARIZONA@WORK Local Governance Policy.

WHEREAS, the purpose of this agreement is to provide a basis for cooperation and a partnership between the BOS and the LOCAL BOARD, which will lead to the success of the employment and training system (ARIZONA@WORK–Yuma County) within Yuma County. This agreement envisions a future of cooperation and partnership that will contribute to the overall economic prosperity of the region and its residents;

WHEREAS, the purpose of a Local Workforce Development Area (herein after referred to as “LWDA”) is to serve as a jurisdiction for the administration of workforce development activities using WIOA Adult, Dislocated Worker, and Youth funds allocated by the State and to coordinate efforts related to other core programs at a local community level;

WHEREAS, the LOCAL BOARD is appointed by the BOS in accordance with State criteria established under WIOA sec. 107(b), and is certified by the Governor every 2 years, in accordance with WIOA Sec. 107(c)(2);

WHEREAS, pursuant to 20 CFR 679.300(b), the purpose of the LOCAL BOARD is to:

1. Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the LWDA and larger planning region;

2. Assist in the achievement of the State's strategic and operational vision and goals as outlined in the Unified State Plan or combined State Plan; and
3. Maximize and continue to improve the quality of services, customer satisfaction, effectiveness of the services provided;

WHEREAS, per WIOA 107 (B)(i)(I) the BOS is the grant recipient for, and is liable for, any misuse of the grant funds allocated to the local area; and

WHEREAS, per WIOA 107 (B)(i)(II) In order to assist in administration of the grant funds, the BOS has designated the LOCAL BOARD, through its tax-exempt 501(c)(3) organization, Yuma Private Industry Council, Inc. (YPIC), as the **fiscal agent**, whose role is also defined in this agreement;

NOW, THEREFORE, the BOS and the LOCAL BOARD agree to the following terms and conditions:

I. LOCAL BOARD ESTABLISHMENT & MEMBERSHIP

- A. Pursuant to WIOA Section 107 (c)(1), the BOS is authorized to appoint the members of the LOCAL BOARD for Yuma County in accordance with the criteria established by the Governor in partnership with the State Board (WIOA 107 (b)(1)). Authority to appoint members to the LOCAL BOARD rests solely with the BOS.

1. The membership shall be comprised as follows based on the definitions outlined in the Act:

Category	# of Members
A - Business - Must be <u>more than 50%</u> of the total Board. MUST be owner or CEO with optimum policymaking or hiring authority. MUST provide employment in in-demand industry sectors that have substantial current or potential impact on economy. MUST include 2 reps of small business as defined by SBA.	10
B - Workforce - <u>Not less than</u> 20% of total Board. MUST include 2 reps of labor organizations. MUST include 1 rep of registered apprenticeship program.	4
C - Education and Training - MUST include at least 1 provider of adult education (WIOA Title II). MUST include at least 1 higher education providing workforce investment activities.	2
D - Government, Economic and Community Development – MUST include at least 1 rep from an Economic and Community Devel entity. MUST include at least 1 rep for ESO under Wagner-Peyser Act. MUST include at least 1 rep of programs under Title I of Rehab Act of 1973.	3
TOTAL	19

2. The BOS is solely responsible to determine the size of the LOCAL BOARD consistent with WIOA Section 107(b)(2). The LOCAL BOARD may submit a request to the BOS for consideration of a change in the size of the LOCAL BOARD. Any approved changes must be consistent with WIOA Section 107(b)(2). Changes will become effective on the first day of the following program year.
3. The LOCAL BOARD must be selected by the BOS consistent with criteria established under WIOA sec. 107(b)(1) and criteria established by the Governor, and must meet the requirement of WIOA sec. 107(b)(2).

The LOCAL BOARD has the authority to hire staff and shall establish and apply a set of qualifications for the position of director that ensures the individual selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the LOCAL BOARD. The Executive Director shall be responsible for all personnel matters. The LOCAL BOARD director and staff are subject to the limitations on the payment of salary and bonuses described in WIOA Sec. 194(15). In general, LOCAL BOARD staff only may assist the LOCAL BOARD to fulfill its functions (20 CFR § 679.400(d)).

4. Appointments to the LOCAL BOARD will be made by the BOS by the following process:
 - a. Each nominee must complete a questionnaire provided by the Yuma County Administrator (hereinafter referred to as "County Administrator") for membership on the LOCAL BOARD.
 - b. The questionnaire will demonstrate how the nominee meets the criteria for membership in the applicable category. This includes a resume or curriculum vitae that shows work history and level of authority and qualification. Membership questionnaire must be submitted to the County Administrator for future consideration by the BOS.
 - c. Nominees for the Business category of membership must provide a letter of nomination from a local business organization or business trade association (e.g., Yuma County Chamber of Commerce or Greater Yuma Economic Development Corporation), in accordance with WIOA Sec. 107(b)(2)(iii).
 - d. Nominees for the Workforce category of membership must provide a letter of nomination from a local labor federation or other representative of employees (for areas where labor organizations do not exist), in accordance with WIOA Sec. 107(b)(2)(i).
 - e. The appointment will be placed on an agenda for action by the BOS. A majority vote in favor of the appointment is required by the BOS. Once approved, the appointee's name will be sent to the LOCAL BOARD staff for processing.

- f. All newly appointed LOCAL BOARD members must complete a LOCAL BOARD approved onboarding session prior to attending their first meeting as a voting board member.
 - g. Program partner staff members who have a post of duty at either the ARIZONA@WORK Yuma County comprehensive or affiliate site, job centers are not eligible for membership on the LOCAL BOARD, ***except those representatives required by the WIOA***, due to a potential conflict of interest resulting from the relationship between the LOCAL BOARD, the One Stop Operator, and job center program staff.
5. Members are to be appointed equally (one-third each) by the BOS. When Board Members are appointed to the Local Workforce Development Board (LWDB) they shall be for a period of one (1) year, two (2) years, or three (3) years to ensure the LWDB is equally balanced on a “staggered-term” basis, so that insofar as is possible, one-third of the Board members shall be appointed/reappointed each year.

Each member shall serve a term that shall be determined by the appointing BOS. In certain circumstances when a new appointee is replacing a resigning member, the appointee will potentially be appointed for 3 years to maintain staggered-terms. Upon expiration of a member’s term, that member, at the discretion of the BOS, may be reappointed by the BOS to another designated term. The Board shall maintain an updated list of the current members and the expiration dates of their terms to ensure board composition compliance.

6. A member who no longer holds the position or status that made him or her eligible to serve as LOCAL BOARD member must notify the LOCAL BOARD Chair of the change in his or her status within 5 business days of such change. The LOCAL BOARD Chair will notify the County Administrator immediately of the change in the Member’s status.

If a member who no longer holds the position or status that made him or her eligible to serve as LOCAL BOARD does not resign immediately upon no longer holding such status, the Member will be removed by the BOS at the next Yuma County Board of Supervisors meeting.

The LOCAL BOARD Chair must notify the BOS through the County Administrator of a vacancy immediately upon his/her knowledge of a resignation or other reason for a vacancy.

7. LOCAL BOARD members must be removed by the BOS if any of the following occurs:
- a. Documented violation of conflict of interest;
 - b. Failure to meet LOCAL BOARD member representation requirements; or
 - c. Documented proof of malfeasance, fraud or abuse.

8. LOCAL BOARD members may be recommended for removal for other reasons as determined by the LOCAL BOARD. The LOCAL BOARD shall notify the County Administrator of their recommendation for removal, to be placed on a future BOS agenda for action.

The state administrative entity reserves the right to conduct an investigation regarding allegations of wrong doing that result in the removal of a board member. The County Administrator will be formally notified in advance of any such investigation and of the results. The state administrative entity may request the assistance of Yuma County staff in the investigation.

The LOCAL BOARD will provide written notice to the member being considered for removal from the LOCAL BOARD, before a recommendation for removal is placed on a LOCAL BOARD meeting agenda. The member under consideration for termination can request a hearing with the Executive Committee before any action is taken.

Should the Executive Committee determine that it is in the best interest of the LOCAL BOARD to remove a member; a recommendation for removal will be presented for official action to recommend removal. The recommendation must receive a majority vote.

Recommendations for removal for LOCAL BOARD members will be forwarded to the BOS for final approval.

9. If a vacancy occurs otherwise than by the expiration term, the vacancy shall be filled by appointment by the BOS for the unexpired portion of the term.

The nomination process will be the same as outlined in the By-laws under *Article V Appointments to the LOCAL BOARD*. The new member filling the vacancy shall represent the same board category as the outgoing member.

10. In order to comply with Workforce Arizona Council Local Governance Policy, LOCAL BOARD vacancies must be filled within 120 days of the vacancy. All vacancies will be addressed using the process identified in the LOCAL BOARD By-Laws Article V-Appointment to the LOCAL BOARD.

Appointments and reappointments must be made within 120 days that the vacancy is created. In the event a vacancy cannot be filled within 120 days, the BOS must request a waiver in writing to the Manager of the Workforce Arizona Council with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy.

The BOS must maintain written approval of the waiver request by the Manager of the Workforce Arizona Council and will be monitored according to the process outlined in the approved waiver request.

11. The BOS has developed and approved the LOCAL BOARD By-Laws in accordance with the WAC's Local Governance Policy. The By-Laws describe in detail the following:

- a. Terms of office
- b. Nomination and appointment process
- c. Nomination
- d. Appointment
- e. Change in Status
- f. Mid-term Appointment
- g. Vacancies
- h. Removals

II. RELATIONSHIP BETWEEN THE YUMA COUNTY BOARD OF SUPERVISORS AND THE YUMA COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD.

The purpose of this section of the Shared Governance Agreement is to describe and establish the roles and responsibilities of the BOS and the LOCAL BOARD, in accordance with the Workforce Arizona Council (WAC) Local Governance Policy.

A. LOCAL SYSTEM POLICY ESTABLISHED BY THE LOCAL BOARD. The LOCAL BOARD and Board staff will work in partnership to set policy for the local workforce development system.

- 1. **In partnership with the BOS**, the LOCAL BOARD sets policies and provides updates to the BOS for the portion of the statewide workforce development system within the LWDA and consistent with State policies.
- 2. Programmatic Policies, including the Conflict of Interest Policy, will be drafted by LOCAL BOARD staff;
- 3. Draft policies will be submitted to the Executive Committee for review or revision;
- 4. The policies will then be submitted to the LOCAL BOARD for review, revision or approval.
- 5. Once approved by the LOCAL BOARD, the programmatic policies will be disseminated to all applicable partners and/or service providers, and the policies will be posted on the ARIZONA@WORK-Yuma County website.

B. LOCAL PLAN REQUIREMENTS. As provided for in WIOA section 107 (d), 20 CFR 679.370 and paragraph VI (14) of the WAC Local Governance Policy. The LOCAL BOARD must develop and submit a 4-year local plan for the local area, in partnership with the BOS and consistent with requirements of WIOA Section 108 and include:

- a. Goals identified in the WAC must be addressed in order to be in alignment with the Arizona State's WIOA Plan.
- b. Partner agencies will be included in the local planning process to identify workforce needs for the entirety of Yuma County.
- c. The LOCAL BOARD staff will develop a plan of action with time frames and deadlines.
- d. Included in the plan of action, and prior to the date on which the LOCAL BOARD submits a local plan under WIOA section 108(a), are the following:
 - i. Make available copies of a proposed local plan to the public through electronic and other means, such as local newspaper and ARIZONA@WORK website; and
 - ii. Allow members of the public, including representatives of business, labor organizations, and education to submit to the LOCAL BOARD comments on the proposed plan, no later than the end of the 30-day period beginning on the date on which the proposed local plan is made available; and
 - iii. Include with the local plan submitted to the Governor under section 108(a) of the Act any such comments that represent disagreement with the plan.
- e. The process will include input and review from the BOS and LOCAL BOARD members at different intervals, or as often as needed. The draft plan will be submitted to the Department of Economic Security (DES) for review.
- f. Once the review process has been completed, the staff of the LOCAL BOARD will submit the draft plan to the LOCAL BOARD for approval at a Workforce Development Board Meeting.
- g. Upon LOCAL BOARD approval, the plan will be submitted to the BOS for approval.
- h. Upon approval from BOS, the LOCAL BOARD staff will forward the plan to the Workforce Arizona Council for approval.

C. LABOR MARKET ANALYSIS

- a. Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;

- b. Other research, data collection, and analysis related to the workforce needs of the regional economy as the board, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.

D. CONVEENING, BROKERING, LEVERAGING

Convene local workforce development system stakeholders to assist in the development of the local plan under 20 CFR § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the LOCAL BOARD and standing committees in carrying out, convening, brokering, and leveraging functions at the direction of the LOCAL BOARD.

Under WIOA sec. 108, the LOCAL BOARD must, in partnership with the BOS, develop and submit a comprehensive 4-year plan to the Governor.

The plan must identify and describe the policies, procedures, and local activities that are carried out in the local area, consistent with the State Plan.

Selected Board Members and mandated partners will contribute and assist in developing the comprehensive 4-year plan.

Employer/Community Engagement updates are scheduled on the board agenda and presented at the LWDB meetings.

Economic developments and opportunities are put on the board agenda and presented to the LWDB by the board member representing economic development.

The Board Chair and Executive Director will monitor and oversee these functions.

E. EMPLOYER ENGAGEMENT. Lead efforts to engage with a diverse range of employers and with entities in the region in order to:

- a. Promote business representation on the LOCAL BOARD;
- b. Develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;
- c. Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
- d. Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers, that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.

F. CAREER PATHWAYS DEVELOPMENT. With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.

G. PROVEN AND PROMISING PRACTICES. As stated in paragraph VI(7) of the June 5, 2019 WAC Local Governance Policy, lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers (including individuals with barriers to employment) in the local workforce system, as well as in providing physical and programmatic accessibility, in accordance with WIOA Sec. 188, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), to the one-stop delivery system. Identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs.

H. TECHNOLOGY. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:

- a. Facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;
- b. Facilitating access to services provided through the one-stop delivery system involved, including access in remote areas;
- c. Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and
- d. Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.

I. PROGRAM OVERSIGHT. The LWDB ensures the appropriate use and management of the funds provided under WIOA Subtitle B for the youth, adult and dislocated worker activities and one-stop delivery system in the local area. The following process will be followed and carried out by the Compliance Unit and their program oversight responsibilities outlined in WIOA 107(d)(8)(A) and (B) **including involvement of the BOS:**

OVERSIGHT FOR LOCAL YOUTH WORKFORCE INVESTMENT ACTIVITIES:

1. To establish the required firewalls, the LOCAL BOARD will ensure the following reporting structure:

- a. Youth Services provided by the LOCAL BOARD's 501(c) (3) will not be under direct supervision of the Executive Director (**refer to organizational chart**); and
 - b. Youth Program Manager will report directly to the LOCAL BOARD Program Director
 - c. Youth Program Manager will directly supervise all YPIC's Youth Services. To ensure proper firewalls and internal controls, the LOCAL BOARD Compliance Unit will monitor the performance of Youth Services;
 - d. YPIC is an "At Will" employer. The Youth Program Manager and/or the Youth Services staff may be placed in corrective action or terminated if deemed necessary;
 - e. The Compliance Unit will monitor the progress of Youth Services Performance Accountability Measures; reports will be provided to the LOCAL BOARD;
 - f. The Compliance Unit will provide annual reports to the Performance Review Committee; the Committee will make recommendations to the LOCAL BOARD regarding Performance Improvement Plans, Renewal of Contracts, etc.
2. Youth Service providers will provide progress reports on all activities and services including expenditures;
 3. The LOCAL BOARD's fiscal unit will provide progress reports on expenditures as relates to contracted amounts directly to the LOCAL BOARD.

OVERSIGHT OF LOCAL EMPLOYMENT AND TRAINING ACTIVITIES:

1. LOCAL BOARD staff will schedule and organize monthly and quarterly meetings with providers of Youth, Adult and Dislocated Worker Services;
2. BOS representatives will be notified of meetings;
3. Adult, Dislocated Worker and Youth providers will provide monthly progress reports on activities and services;
4. LOCAL BOARD's Compliance unit will provide quarterly progress reports on Performance Accountability Measures;
5. YPIC, as the Fiscal Agent will provide progress reports on expenditures as relates to contracted amounts.

6. LOCAL BOARD staff will provide a progress report on Service Provider Activities to the LOCAL BOARD and at a minimum, annually to the Performance Review Committee;
7. The Performance Review Committee will make recommendations to the LOCAL BOARD for corrective action regarding service provider deficiencies and corrective action plans; this committee will also make recommendations to the LOCAL BOARD regarding renewal of contracts/service providers.

OVERSIGHT OF ONE STOP DELIVERY SYSTEM:

1. LOCAL BOARD staff, in coordination with the pertinent Workforce Delivery System representatives will provide updates and reports at the regularly scheduled LOCAL BOARD meeting regarding:
 - a. Partner Activities
 - b. Training Activities
 - c. Customer Service
 - d. Other reports as requested

OVERSIGHT BY THE LOCAL BOARD'S COMPLIANCE UNIT

The purpose of WIOA monitoring is to ensure the integrity of the WIOA system, to review performance, assess compliance with applicable laws and regulations and identify successful methods and practices that serve to enhance the system as a whole through continuous improvement. In depth program monitoring is conducted for all subcontractors and youth and includes contract compliance, service delivery, and Equal Opportunity activities. The oversight responsibilities of the LOCAL BOARD staff include:

- a. Local program monitoring on a quarterly basis;
- b. Regular monitoring of WIOA funded youth, adult and dislocated worker programs to ensure compliance with the stated requirements of Title I-B of WIOA;
- c. Compliance to demonstrate evidence of services provided;
- d. Monitoring review of performance for strong and weak areas and data validation results;
- e. Comprehensive review of service delivery: file reviews of participants will be conducted on electronic files, customer satisfaction, Arizona Job Connection (AJC) data entries and facility evaluations; and all program notes will be reviewed for content and appropriate service provision;

- f. Recipient non-discrimination and conflict of interest policies, mandatory disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award;
- g. Monitoring results will be shared with service provider's staff, and the results discussed in the monthly and quarterly service provider meetings. Technical assistance is also provided during meeting.
- h. Written report via email is sent to each service provider which details areas that needs improvements;
- i. Service provider staff will use the monitoring review results to determine training needs for case management staff; and
- j. Data collected from the local monitoring will be used to evaluate program effectiveness, areas where training is required, and areas of improvement.

Additionally, the comprehensive State monitoring includes data validation and program services compliance. State monitoring includes the analysis of participant files and corresponding AJC entries. Any issues identified by the State needing corrections are addressed through a written corrective action report.

J. PERFORMANCE ACCOUNTABILITY MEASURES. The LOCAL BOARD will use the following process to reach agreement with the BOS and the Governor on local performance accountability measures in accordance with WIOA 107(d)(9)):

There are six primary indicators of performance:

- 1. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program (for title 1 Youth, the indicator is participants in education, or training activities or employment in the 2nd quarter after exit);
- 2. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program (for title 1 Youth, the indicator is participants in education, or training activities or employment in the 4th quarter after exit);
- 3. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
- 4. The percentage of program participants who attain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation in or within 1 year after exit from the program;

5. The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving documented academic, technical, occupational or other forms of progress, towards such credential or employment; and
6. Effectiveness of the core programs in serving employers.
 - a. As per Training and Employment Guidance Letter (TEGL) WIOA No. 9-17 and TEGL No. 26-15 the Statistical Adjustment Model developed at the Federal level will be utilized as a tool to negotiated State level for performance.
 - b. The LOCAL BOARD and the BOS will consider the past program year's characteristics, and will establish the expected economic conditions and expected characteristics of participants to be served in the local area, using the statistical adjustment model developed at the Federal level as a tool.
 - c. Based on the State negotiated levels of performance accountability measures, a negotiation session will take place between the State officials, LOCAL BOARD, and BOS in order to reflect the actual economic conditions experienced in the local area and the characteristics of participants served.
 - d. The negotiated levels for the local area will be outlined on the Yuma County Workforce Development Plan.
 - e. The agreed upon performance accountability measures are then placed in each of the Contracted Service Provider contracts.

K. INFRASTRUCTURE COSTS. As stated in the WAC Local Governance Policy, negotiate with the BOS and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with 20 CFR § 678.715 and State Workforce Policy MOU and Infrastructure Costs policy.

L. SELECTION OF OPERATORS AND PROVIDERS. The following process will be used by the LOCAL BOARD for selection of each of the operators and providers in accordance with WIOA 107(d)(10)(A) through (E) and Workforce Arizona Council Policy.

With the agreement of the BOS, the LOCAL BOARD is authorized to select eligible providers in the local area and, where appropriate, terminate such providers in accordance with 2 CFR part 200.

1. YPIC establishes a Review Team which is composed of LOCAL BOARD members, LOCAL BOARD staff, BOS representatives, and other individuals as deemed necessary by the Review Team.

2. The Review Team will develop and determine the requisites for the Requests for Proposals as required by the Act for the procurement of One-Stop Operator, Adult and Dislocated Workers Services, and Youth services.
3. The Review Team will review the proposals.
4. The Review Team will make recommendations to the LOCAL BOARD to award contracts.
5. Information regarding the process and awarded contracts will be posted on the ARIZONA@WORK-Yuma County website.
6. The LOCAL BOARD must select the One-Stop Operator through a fair and competitive process at least once every 4 years. The State may require, or a LOCAL BOARD may choose to implement, a competitive selection process more than once every 4 years.
7. LOCAL BOARD staff examines one-stop operator's effectiveness on a periodic basis. If deemed necessary, the LOCAL BOARD may compete and seek approval from BOS and WAC's to act as the One Stop Operator. (20 CFR 678.600 and ARIZONA@WORK One Stop Operator and Service Provider Selection Policy.
8. **Adult/Dislocated Worker Career Services:** Career services may be provided directly by the One-Stop Operator or through contracts with direct service providers that are approved by the LOCAL BOARD. (20 CFR 680.160)
 1. **Career Services** provided directly by the One-Stop Operator must be competitively procured through the One-Stop Operator procurement process. If providing career services is not included in the one-stop operator procurement, the LOCAL BOARD cannot award a contract to be a career service provider to the One-Stop Operator unless the contract is awarded through a competitive procurement process and proper firewalls are established and documented. The LOCAL BOARD only may be a provider of career services when approved by the chief elected official and the Governor in accordance with the requirements of WIOA sec.107(g)(2) and 679.410 of this chapter.
 2. The LOCAL BOARD must determine the process for selecting and awarding contracts to adult and dislocated worker service providers not provided by the one-stop operator. The process for awarding these contracts must be in compliance with Arizona Conflict of Interest regulations (ARS 38-501 through 38-511). If the LOCAL BOARD decides to competitively procure these services, the process must be conducted in accordance with the Uniform Guidance at 2 CFR parts 200 and 2900, applicable State and local procurement laws, and

procedures articulated in the WAC's One-Stop Operator and Service Provider Selection Policy.

3. If the LOCAL BOARD does not select and award contracts to career service providers through a competitive procurement process, the LOCAL BOARD must document in writing the process and selection criteria used to award these contracts.

9. Youth Services: The WAC's One-Stop Operator Provider Selection Policy states that *the LOCAL BOARD may determine that the grant recipient or designated fiscal agent may "provide directly some or all of the youth workforce investment activities."*

The LOCAL BOARD procures and awards contracts to carry out some of the youth workforce investment activities, the LOCAL BOARD awards such contracts on a competitive basis, in accordance with the Uniform Guidance at 2 CFR parts 200 and 2900, applicable State and local procurement laws, and the procedures articulated in WIOA Section 123. The LOCAL BOARD in Yuma County also provides Youth Services through its tax exempt 501 (c)(3) organization (YPIC). The LOCAL BOARD ensures that the 14 elements are offered to the participants in Yuma County as required by WIOA (20 CFR § 681.460).

Program Element 1: Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;

Program Element 2: Alternative secondary school services, or dropout recovery services, as appropriate;

Program Element 3: Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:

- i. Summer employment opportunities and other employment opportunities available throughout the school year;
- ii. Pre-apprenticeship programs;
- iii. Internships and job shadowing; and
- iv. On-the-job training opportunities;

Program Element 4: Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the LOCAL BOARD determines that the programs meet the quality criteria described in WIOA sec. 123;

Program Element 5: Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

Program Element 6: Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;

Program Element 7: Supportive services, including the services listed in 20 CFR § 681.570;

Program Element 8: Adult mentoring for a duration of at least 12 months, which may occur both during and after program participation;

Program Element 9: Follow-up services for not less than 12 months after the completion of participation, as provided in 20 CFR §681.580;

Program Element 10: Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;

Program Element 11: Financial literacy education;

Program Element 12: Entrepreneurial skills training;

Program Element 13: Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and

Program Element 14:

(a) Activities that help youth prepare for and transition to postsecondary education and training.

M. CONSUMER CHOICE REQUIREMENTS. As stated in the WAC Local Governance Policy, work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area, services are provided in a manner that maximizes consumer choice and provides opportunities that lead to competitive employment for individuals with disabilities. This includes eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities. (WIOA Sec. 122 and paragraphs (2) and (3) of Sec. 134(c)).

N. COORDINATION WITH EDUCATION PROVIDERS. Coordinate activities with education and training providers in the local area, including:

- a. Reviewing applications to provide adult education and literacy activities under title II for the local area to determine whether such applications are consistent with the local plan;
- b. Making recommendations to the eligible agency to promote alignment with such plan; and

- c. Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

O. ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES. Assess, on an annual basis, the physical and programmatic accessibility of the one-stop centers in the local area, in accordance with WIOA Sec. 188, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*)

P. BUDGET AND APPROVAL. In partnership with the CEO, develop a budget for the LWDB as referenced in WIOA 107(d)(12)(A), for the purpose of carrying out its duties of and obtaining BOS approval using the following process:

- a. An annual budget will be developed for activities of the LOCAL BOARD including the Title I-B budget amounts to be allocated for youth (WIOA section 133), adults, dislocated workers (WIOA section 128), career services and board members activities. The LOCAL BOARD determines how much of the budget to allocate for these services and how to procure these services;
- b. The annual budget is submitted to the LOCAL BOARD's Finance and Personnel Committee or the Executive Committee for review, revision or approval;
- c. Upon approval by the Finance & Personnel Committee or the Executive Committee, the annual budget is submitted to the LOCAL BOARD for review and approval;
- d. Upon LOCAL BOARD approval, the annual budget is submitted to Yuma County's Finance Department for review, revision or approval;
- e. The Yuma County's Finance Department submits the annual budget to the BOS for review, revision or approval;
- f. Expenditure reports are provided to the LOCAL BOARD'S throughout the fiscal year;
- g. The LOCAL BOARD, through the Fiscal Unit, submits expenditure reports to the BOS after time of drawdowns for review.

Q. ARIZONA@WORK JOB CENTER CERTIFICATION. Certification of one-stop centers in accordance with Certification of ARIZONA@WORK Job Center Policy.

The LOCAL BOARD will follow the states established certification checklist when certifying the one-stop centers.

The LOCAL BOARD will review that the criteria is consistent with the State policy guidelines, guidance and policies.

R. INTERNAL CONTROLS, CONFLICT OF INTEREST, AND FIREWALLS. In accordance with the WAC's Conflict of Interest Policy and in compliance with 20 CFR 679.430 the LOCAL BOARD staff will ensure that LOCAL BOARD members, service providers, training providers, One Stop Operator, and other Workforce stakeholders will disseminate, collect signatures and monitor Conflict of Interest policies and Declarations of Conflict of Interest.

As part of internal controls, the Chair of the LOCAL BOARD, designated LOCAL BOARD staff, and the Board of Supervisors' designated staff will meet regularly throughout the year to provide updates and to keep lines of communication open.

The LOCAL BOARD's Performance Review Committee (as defined on the by-Laws) reports programmatic and fiscal performance to the LOCAL BOARD on an annual basis or as needed.

Data Sharing Agreements are in place and signed every five years with the Arizona Department of Economic Security Information Security Administration. Confidential data access is restricted to authorized personnel on a need to know basis.

Arizona Job Connection System access is only granted to employees that work with WIOA participants and have the need to input information into the system for activities and performance tracking purposes. The authorization for AJC access is granted after completion of an extensive training and certification process implemented by the Arizona Department of Economic Security officials; as part of the training, employees sign a confidentiality agreement to protect all sensitive information of participants.

Conflict of Interest Defined: Real, Apparent, and Organizational

No employee, officer, or agent will participate in the selection, award, or administration of a contract supported by WIOA funds if he or she has a conflict of interest as defined in the WAC's Conflict of Interest Policy:

- a. Conflict of interest refers to circumstances where an individual or an organization the individual represents has competing interests that may affect the individual's ability to act objectively and without bias. There may be circumstances or actions that have the potential to undermine the impartiality of an individual because of a possible clash between the individual's own interests and their organizational roles, or between competing organizational roles, when an individual serves in more than one organizational role.
- b. Interests attributed to the individual with the potential conflict include:

1. Interests of the individual's spouse or children;
 2. Interests of the individual's business partner or outside business interests;
 3. Interests of any organization that the individual serves on behalf of or is an employee of;
 4. Any action or transaction both financial and non-financial that could result in benefit to the individual's financial and non-financial well-being.
- c. Conflicts of interest can be real, apparent, or organizational defined as:
1. Real/Actual conflict of interest: A real conflict of interest exists when an individual in his or her official capacity participates in a decision-making process that has a direct effect on the financial interest of his or her personal or business interests or a member of his or her family.
 2. Apparent conflict of interest: The appearance of a conflict of interest arises where an employee is assigned to participate in an official duty matter where an organization with which the employee has a covered relationship is or represents a party to that matter, or where the matter is likely to affect the interests of a household member, and there are circumstances that would cause a reasonable person with knowledge of the relevant facts to question the employee's impartiality in the official matter.
 3. Organizational conflict of interest: An organizational conflict of interest can arise when actions are taken or may appear to be taken by entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role(s). Organizational conflicts must be mitigated with complete separation of duties, supervision, and restrictions on information access.
 4. LOCAL BOARD members, staff, service providers, and One Stop Operator will have signed Conflict of Interest Policy and if applicable, will submit to the LOCAL BOARD designated staff written declarations of conflict of interest.

S. FISCAL AGENT RESPONSIBILITIES. As the fiscal agent, responsibilities and functions of YPIC, Inc. include the following (20 CFR Sec. 679.420), WAC's ARIZONA@WORK One-Stop Operator and Service Provider Selection Policy and Conflict of Interest Policy:

- a. Receive funds.
- b. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, and the corresponding Federal Regulations and State policies.
- c. Respond to audit financial findings.
- d. Maintain proper accounting records and adequate documentation.
- e. Prepare financial reports.
- f. Provide technical assistance to sub-recipients regarding fiscal issues.
- g. Procure contracts or obtain written agreements.
- h. Conduct financial monitoring of service providers.
- i. Ensure independent audit of all employment and training programs.

Yuma County oversight of fiscal agent:

1. The LOCAL BOARD's fiscal unit is part of the Yuma County single audit; interviews and detailed information is inspected; the LOCAL BOARD pays for their portion of the audit;
2. Yuma County Finance Department audits the LOCAL BOARD's fiscal unit on an annual basis;
3. The LOCAL BOARD's fiscal unit submits requests for draw-downs to the Yuma County Finance department and to the State of Arizona;
4. Funds are released to Yuma County; and
5. Yuma County's finance department notifies LOCAL BOARD's fiscal unit upon receipt of funds from State.

State of Arizona oversight of fiscal agent:

State of Arizona performs annual monitoring visit to the LOCAL BOARD's fiscal unit.

LOCAL BOARD oversight of fiscal agent:

The LOCAL BOARD staff secures the Single Audit on an annual basis.

Department of Labor oversight of fiscal agent:

The LOCAL BOARD's fiscal unit is subject to audits from Department of Labor at any time.

Audits to Sub-recipients:

The LOCAL BOARD's fiscal unit performs fiscal audits virtually or at sub-recipients' locations on an annual basis, as related to contracts under WIOA authority.

The LOCAL BOARD's fiscal unit is responsible for providing technical assistance to sub-recipients' fiscal personnel.

T. AMENDMENTS TO THE BY-LAWS. By-Laws will be amended using the following process in accordance with WIOA (20 CFR 679.310):

Amendments to the LOCAL BOARD By-Laws may be necessary from time to time. Any proposed changes to the By-Laws must:

- a. Be approved by a majority vote of the LOCAL BOARD;
- b. Be submitted to the Yuma County Attorney for legal review and the BOS for final approval; and
- c. Each time the By-Laws are amended, a copy of the updated By-Laws will be distributed to all LOCAL BOARD members, the BOS, County Attorney, and posted on the ARIZONA@WORK-Yuma County website.

U. MEMORANDUM OF UNDERSTANDING. The LOCAL BOARD will ensure BOS agreement is obtained on any Memorandum of Understanding between workforce system partners and the LOCAL BOARD.

The purpose of the Memorandum of Understanding (MOU) is to describe the cooperative workforce training, employment, and economic development efforts of ARIZONA@WORK-Yuma County and their Partners and the actions to be taken by each to assure the coordination of their efforts in accordance with the State issued requirements in order to establish and maintain an effective and successful "One-Stop" delivery system.

- a. The LOCAL BOARD staff with input from LOCAL BOARD members will reach agreement with the Workforce Development System Partners and draft the MOUs;
- b. The draft MOUs will be submitted to the Yuma County Administrator for review and input;

- c. The official MOU will be placed on the LOCAL BOARD's agenda at a regularly scheduled meeting for review, revision or approval;
- d. The LOCAL BOARD will authorize its Chair to sign the MOU;
- e. The MOUs will then be submitted to BOS for review and approval;
- f. The LOCAL BOARD staff will secure signatures from all Workforce Development System partners.

V. AUTHORIZED SIGNATURES. As per the WAC's Workforce Innovation and Opportunity Act Local Governance Policy the execution of the shared governance agreement must be approved by the BOS and LOCAL BOARD and signed by the Chair of the Yuma County Board of Supervisors and the Chair of the LOCAL BOARD.

W. AMENDMENTS, CHANGE, OR ELECTION. As per the WAC's Workforce Innovation and Opportunity Act Local Governance Policy, any amendment or change to the shared governance agreement, including notice of an election of a new BOS, notice of an election of a new LOCAL BOARD Chair, or amendment of any applicable shared governance agreements(s), must be maintained at the local administrative entity office and available for monitoring by the state administrative entity.

Either the BOS or LOCAL BOARD may propose amendments to this agreement at any time. The entire agreement of the parties is contained herein, and this agreement supersedes all prior agreements between the parties relating to the subject matter thereof.

All amendments, changes or election notices will be maintained at YPIC, Inc. and will be available for inspection by the State's monitoring unit.

X. COMMUNICATION. The following methods will be used to inform the BOS on a regular basis regarding activities, performance outcomes, and budgets:

- 1. There will be at least one meeting annually between the BOS and LOCAL BOARD.
- 2. Meetings between the Yuma County Administrator and staff of the LOCAL BOARD will take place periodically throughout the year; reports will be provided as needed, and after the close out of the program year.
- 3. The BOS may request presentations and regular updates from the LOCAL BOARD staff on WIOA Title I-B, Partner Programs, workforce system activities, performance outcomes, budgets and other pertinent information.
- 4. The BOS or its representatives may be present at LOCAL BOARD meetings and any Committee meetings.

Y. MODIFICATION AND TERMINATION. This Agreement shall take effect upon signature of both parties, and shall remain in effect until terminated in accordance with this paragraph or until the Yuma County WIOA is otherwise amended or dissolved. Either party may terminate this Agreement by giving a 90 day notice to the other party.

IN WITNESS THEREOF, the parties hereto have affixed their signatures to this Agreement on the dates written below.

Martin Porchas, Chair
Yuma County Board of Supervisors

Date

Samuel G. Loveless, Chair
Yuma County Workforce Development Board

Date

ATTEST:

IAN MCGAUGHEY
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

JON R. SMITH, County Attorney

AIR-12210**Consent Calendar 16.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Approve Intergovernmental Agreement with Somerton School District; and create School Resource Officer Position**Submitted By:** Leon Wilmot**Prepared by:** Adriana Alvarado**Department:** Sheriff**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

Sheriff's Office: **a)** Approve and authorize the Sheriff and the County Administrator to sign the Intergovernmental Agreement with the Somerton School District for a full-time School Resource Officer (SRO) effective the 1st day of July, 2023 through June 30, 2026, and; **b)** Adopt Position Amendment Resolution No. 24-01, authorizing 1.0 Deputy Sheriff position for the School Resource Officer. This position will be funded by reimbursement through the Department of Education School Safety Program Grant, awarded to the Somerton School District and General Fund salary savings, if needed (FY2023/24).

2. SUMMARY:

The Sheriff requests the Board of Supervisors approve the Intergovernmental Agreement between the Sheriff and the Somerton School District for a full-time School Resource Officer (SRO). The SRO will be assigned to Orange Grove Elementary and Sun Valley Elementary School. The Sheriff will provide a specially trained, experienced and competent Sheriff Deputy to perform the duties of School Resource Officer for the Somerton School District.

This service includes, but it is not limited to, teaching law-related education classes, facilitating curriculum of the judicial process as per Arizona Revised Statutes, will serve as a liaison to the school, will assist in providing security at after-school activities and assist with the flow of traffic on campus as needed to ensure the safety of students during school arrival and dismissal and any other school events.

The Somerton School District will provide up to 10 months of funding for the Deputy Sheriff position. The Sheriff's Office will utilize general fund salary savings in FY2023/24, if needed.

3. RECOMMENDED MOTION:

a) Approve and authorize the Sheriff and the County Administrator to sign the Intergovernmental Agreement with the Somerton School District for a full-time School Resource Officer (SRO) effective the 1st day of July, 2023 through June 30, 2026, and; b) Adopt Position Amendment Resolution No. 24-01, authorizing 1.0 Deputy Sheriff position for the School Resource Officer. This position will be funded by reimbursement through the Department of Education School Safety Program Grant, awarded to the Somerton School District and General Fund salary savings, if needed (FY2023/24).

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 07.11.2023.

Approved Gil Villegas, Jr.

Approvd Jessica Rodriguez, 7/12/23

5. COUNTY ATTORNEY:

Approved as to form and authority.

B. Kerekes

July 12, 2023

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/12/23

Fiscal Impact

General Ledger Fund Name: Sheriff-Other Grants

Project #:

Funds Available Y / N: Y

Grants/Projects - Title:

Award #:

Account #: 02306.02.3300.40110

Fiscal Impact/Budget Amendment Resolution No.:

General Ledger Fund Name: General Fund

Project #:

Funds Available Y / N:

Grants/Projects - Title:

Award #:

Account #: 00100.02.3300.40110

Fiscal Impact/Budget Amendment Resolution No.:

Attachments

IGA

PAR 24-01

INTERGOVERNMENTAL AGENCY AGREEMENT

BETWEEN

SOMERTON SCHOOL DISTRICT #11

AND

YUMA COUNTY SHERIFF

2023-2026

THIS INTERGOVERNMENTAL AGENCY AGREEMENT is entered into by and between SOMERTON SCHOOL DISTRICT NO. 11 and the YUMA COUNTY SHERIFF, each of which is public agency of the State of Arizona as that term is defined A.R.S. 11-951.

Per Arizona Revised Statute (ARS) 15-154, the School Safety Program is established within the Department of Education to support, promote and enhance safe and effective learning environments for all students by supporting the costs of placing School Resource Offices (SROs), on school campuses. Awarded schools will be part of the new three-year cohort which runs through June 30th, 2026. Those schools that can fill the position in school year 2023 can be on the program for up to three and a half years.

The District and the County are authorized by A.R.S. 11-952 et. seq. to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental proprietary functions of such public agencies.

1. DURATION OF AGREEMENT

This Agreement shall begin on the 1st day of July 2023, or shall become effective on the date it is filed with appropriate County Recorder pursuant to A.R.S. 11-952 (G), whichever occurs later, and shall terminate on the 30th day of June, 2026.

2. SERVICES TO BE PERFORMED

The Resource Officer at Somerton School District No. 11 will teach law-related education classes; facilitate curriculum of the judicial process as per Arizona Revised Statutes; serve as a liaison to school; assist in providing security at after-school activities; they will assist with the flow of traffic on campus as needed to ensure the safety of students during arrival and dismissal and for school events, and other duties deemed necessary by the Principal and Yuma County Sheriff. The Resource Officer(s) shall also attend in-school staff training and any other training deemed appropriate by school administrators and the Sheriff. Resource Officer's are required to obligate at least 90% of their time between assigned sites.

3. FINANCE AND BUDGET

District will reimburse the Yuma County Sheriff from the approved funding within 60 days of receipt of the invoice for one third of the amount in October, February, and May. In the event the funding is not approved, the County and the District will mutually agree to the terms of reimbursement.

A. District Payment to Yuma County Sheriff

Salary/Benefit \$79,385.83 (Prorated 12 mo \$95,263)
10 months @ Orange Grove and Sun Valley as SRO or Actual Hours

4. FUND ACCOUNTING

Funds distributed to the County shall be handled and accounted for in accordance with the regular operating procedures established by the County. An interest earned on these monies while in the possession of the County shall accrue to the County and may be used by the County for the "Safe Schools Program".

Funds unencumbered as of June 30, 2023, and unexpended as of July 31, 2024 shall be transmitted to the District for reversion no later than August 31, 2024.

In the event that this Agreement is terminated prior to June 30, 2024, all unexpended funds in possession of the County shall be returned to the District within thirty (30) days of such termination.

5. REPORTING AND RECORDS

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement. The assigned Resource Office shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in the Resource Officer's records or obtained from the County or from others carrying out its function shall be disclosed by the Resource Officer, or anyone under his/her supervision, except as is necessary in the performance of the officer's duties as described herein.

6. MODIFICATION AND TERMINATION

A. Termination

Either party may terminate this agreement if in its judgment such action is necessary due to (a) funding availability; (b) statutory changes in the program; (c) either party's failure to implement or operate the approved "Safe Schools Program"; (d) either party's noncompliance with this Agreement, or (e) simply by giving thirty (30) days written notice. Any termination must be in writing, stating the reason(s) therefor, and be sent to the other party by certified mail.

B. Modification

Any modification to this agreement must be by mutual written consent of the parties.

7. EMPLOYMENT STATUS OF RESOURCE OFFICER

Except as otherwise provided in law, in the performance of this Agreement and the "Safe Schools Program" both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associated 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.

The County will have the sole authority over (1) the assignment of the Resource Officer(s), (2) the determination of the Resource Officer's hours, (3) discipline of the Resource Officer(s), (4) the implementation of policies and procedures in the handling of police matters, and (5) semi-annual evaluations will be in September and March. Evaluations will be a collaboration of the Assistant Superintendent and the school Principal. Any findings will be relayed to the Sheriff accordingly.

8. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed

by the parties to this Agreement.

9. INVALIDITY OF PART OF THE AGREEMENT

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

10. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

11. COMPLIANCE WITH NON-DISCRIMINATION LAWS

County and District shall comply with the Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The County and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment and advancement in employment of qualified persons because of physical or mental handicap and the Americans With Disabilities Act.

12. DISPUTE RESOLUTION NOTICE

If there is a dispute, which is subject to the mandatory arbitration provisions A.R.S. Section 12-133, the parties shall submit the matter to binding arbitration in compliance with the A.R.S. Section 12-1518.

13. CONFLICT OF INTEREST

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. 38-511, the provisions of which are incorporated herein and made a part thereof.

14. NOTICES

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following addresses;

Somerton Elementary School District No.11
Attn: Laura Noel, Ed.D., Superintendent
P. O. Box 3200
Somerton, Arizona 85350-3200
(928)341-6000

Yuma County Sheriff's Office
Attn: Leon Wilmot, Sheriff
141 S. Third Avenue
Yuma, AZ 85364

IN WITNESS WHERE OF, the parties thereto have executed this AGREEMENT on the date written below.

District: Somerton Elementary School District No. 11

Dated: _____

Dated: _____

By: _____
Leon N. Wilmot, Sheriff

By: _____
Laura Noel, Ed.D., Superintendent

Approved by Yuma County
this _____ day of _____, 2023.

Yuma County Administrator,
ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

Yuma County Attorney

Resolution Adopting FY2023/24 Position Amendment Number 24-01

Approval Type ☒ Legislative ☐ Administrative				Amendment Type ☐ Reallocation ☒ Changes Total Positions Auth. For Dept.	
Budget Amendment (Funding) Prepared ☐ Yes ☒ No				ID No. of Budget Amendment (Funding):	
Date:	7/17/2023	Requesting Dept:	Sheriff's Office	Contact:	Adrianna Alvarado
Purpose of Amendment:					
To add 1.0 Deputy Sheriff position for the School Resource Officer intergovernmental agreement with Somerton School District.					

Position Title:		Deputy Sheriff		Status:	Grant - Limited Term		Position No.:		NEW	
Employee		Vacant		Action	New		Effective Date		7/1/23	
Fund				Dept				Allocation		
No.	Name			No.	Name			Hrs per wk	% per fund	FTE
Current Allocation										
				Total:						
							0.0	0%	0.00	
New Allocation										
02306	Sheriff's- Other Grants			3300	Sheriff- Administration			40.0	100%	1.00
				Total:					0.00	
							40.0	100%	1.00	

Position Title:			Status:		Position No.:			
Employee			Action		Effective Date			
Fund			Dept		Allocation			
No.	Name		No.	Name		Hrs per wk	% per fund	FTE
Current Allocation								
			Total:		0.0	0%	0.00	
New Allocation								
			Total:		0.0	0%	0.00	

General Fund Fiscal Impact - current year and future years.					
Yes, possibility of 2 month funding needed for current and future years.					
Net Change in FTE				40.0	100.0
					1.0

Approvals

(Initial\Date)

BOS (date only): _____

CAO: _____

OMB: _____

Funding Dept: _____

Supervising Dept: _____

HR: _____

Finance Director: _____

AIR-12204**Discussion 1.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Hear presentation on fiscal year-end June 30, 2022 Audit results ARS 11-661(D)**Submitted By:** Gilberto Villegas**Prepared by:** Gilberto Villegas**Department:** Financial Services**Special District:** Flood Control District - DDS
Health Services District
Jail District
Library District**Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

Financial Services: Hear presentation from the Arizona Auditor General Office and Fester Chapman CPAs, contracted auditors, for the fiscal year ended June 30, 2022 audit results, as required by the Arizona Revised Statute §11-661(D), *Posting of financial statements; budget; accepting audits results.*

2. SUMMARY:

House Bill 2906 was signed into law by the Governor on July 9, 2021. The Bill added section "D" to Arizona Revised Statute §11-661. Section D now requires the County Board of Supervisors to hear a presentation regarding the audit results and any possible findings from the auditor who performed the audit, within ninety days after completing the audit.

The Arizona Auditor General contracted with Fester Chapman CPA to perform the County's annual audit for the fiscal year ended June 30, 2022. Attached please find their presentation "FY22 FC Board Presentation.pdf"

In the opinion and reports of the contracted Auditor and the State's Office of the Auditor General, Yuma County's financial statements received a "clean or unmodified" opinion, meaning the County is in compliance with the financial reporting requirements. The auditors also made three (a reduction from 5 for the previous year 2021) improvement recommendations or findings in our financial statements internal control and compliance audit report; and one (a reduction from 3 for the previous year 2021) additional recommendations or findings in their federal single audit report. As required, I have provided a disposition or corrective action plan for each item. Details of my disposition are included in the attached file "FY2022 CAP.pdf" for review.

Dispositions are also disclosed in our published Single Audit Report-2022. It is highly recommended to review the complete dispositions or corrective action plan to gain a

better understanding of the individual items.

For the convenience of the Board, following is a summary of the auditor's recommendations and their disposition:

1) Financial Statement #2022-001. Financial reporting delayed:

Disposition: Fiscal year 2020/21 was a very challenging year for our department. In addition to dealing with the pandemic, staff shortages, implementation of new federal programs, new statement implementation, required migration of our ERP system to the Cloud, and the change to a mostly remote audit contributed to the financial statements being delayed. Unfortunately, most of those challenges continued during the fiscal year 2021/22, impeding us from completing the audit within the six (6) months as planned. This included staff shortages due to retirements on hard-to-fill positions; implementation of the new GASB Statement 87, Leases; but mainly, Year-end migration issues discovered with the new CLOUD-ERP system.

2) Financial Statement #2022-002. ITS-Managing and Documenting Risk:

Disposition: The County continues to make progress in fully addressing this item. This project was delayed in lieu of implementing other improvements to County security systems, i.e., "KnowBe4" and completing the recent ERP migration to the Cloud. In June 2023, the Board of Supervisors approved the acquisition of additional security system software that we believe will address the concern.

3) Financial Statement #2022-003. ITS-Protection over System and Data:

Disposition: The County continues to make progress on their internal control procedures and with our CLOUD-ERP migration, restriction controls and data classification were enhanced. In June 2023, the Board of Supervisors approved the acquisition of additional security system software that we believe will address the concern.

1) Federal #2022-101. Financial reporting delayed:

Disposition: Same as above (Financial Statement #2022-001), but required to be disclosed separately due to federal compliance.

Again, I would like to highly recommend reviewing the attached FY2022-CAP.pdf report for a better understanding and additional information on the findings and their disposition or corrective action plans.

3. RECOMMENDED MOTION:

Hear presentation from the Arizona Auditor General Office and Fester Chapman CPAs, contracted auditors, for the fiscal year ended June 30, 2022 audit results, as required by the Arizona Revised Statute §11-661(D), *Posting of financial statements; budget; accepting audits results.*

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved, Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 07.12.23

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 7/12/23

Fiscal Impact

Attachments

FY22 FC Board Presentation

FY2022 CAP



Yuma County

ANNUAL FINANCIAL AUDIT HIGHLIGHTS

Year Ended June 30, 2022

Ben Hur, CPA
Partner

Presentation Overview

Audit Results Summary

Financial Statement Audit

Single Audit

Report to the Board of Directors

Financial Overview

➤ **Unmodified opinion** issued in Financial reporting

- Financial statements are presented fairly in all material aspects and in accordance with Generally Accepted Accounting Principles (GAAP)
- **3 Significant deficiencies** noted in Financial reporting related to internal control
 - ✓ The County did not issue its audited financial statements within the required date.
 - ✓ The County did not perform formal county-wide IT risk assessment procedures.
 - ✓ The County did not have sufficiently developed, documented, and implemented control procedures to respond to risks associated with its IT systems and data.

➤ **Unmodified opinion** issued on compliance for major programs

■ **Major programs:**

- ✓ FAL No. 10.557 – WIC Special Supplemental Nutrition Program for Women, Infants, and Children
- ✓ FAL No. 14.871 – Section 8 Housing Choice Vouchers and COVID-19 Section 8 Housing Choice Vouchers
- ✓ FAL No. 21.019 – COVID-19 Coronavirus Relief Fund
- ✓ FAL No. 21.023 – COVID-19 Emergency Rental Assistance Program
- ✓ FAL No. 21.027 – COVID-19 Coronavirus State and Local Fiscal Recovery Funds
- ✓ FAL No. 97.067 – Homeland Security Grant Program

- **1 Material weakness** were noted in Internal control over major program
 - ✓ The County did not submit its Single Audit Report to the federal audit clearinghouse within the federal reporting deadline.
- **No Deficiency** was noted in Internal control over major program

Audit Results Summary

– Report to the Board of Supervisors

- GASB 87, *Leases*, as amended is implemented
- Sensitive estimates and disclosures included in financial statements
- No difficulties encountered in performing the audit
- No disagreements with management
- 3 Significant deficiencies in Financial reporting related to internal control were noted
- 1 Material weaknesses in Federal awards related to internal control over compliance was noted

Financial Information

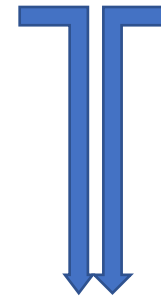
– Asset, Liability and Net Position as of June 30, 2022

Total liabilities/deferred inflows = \$249.5 Mil

_____:

Select liability balances:

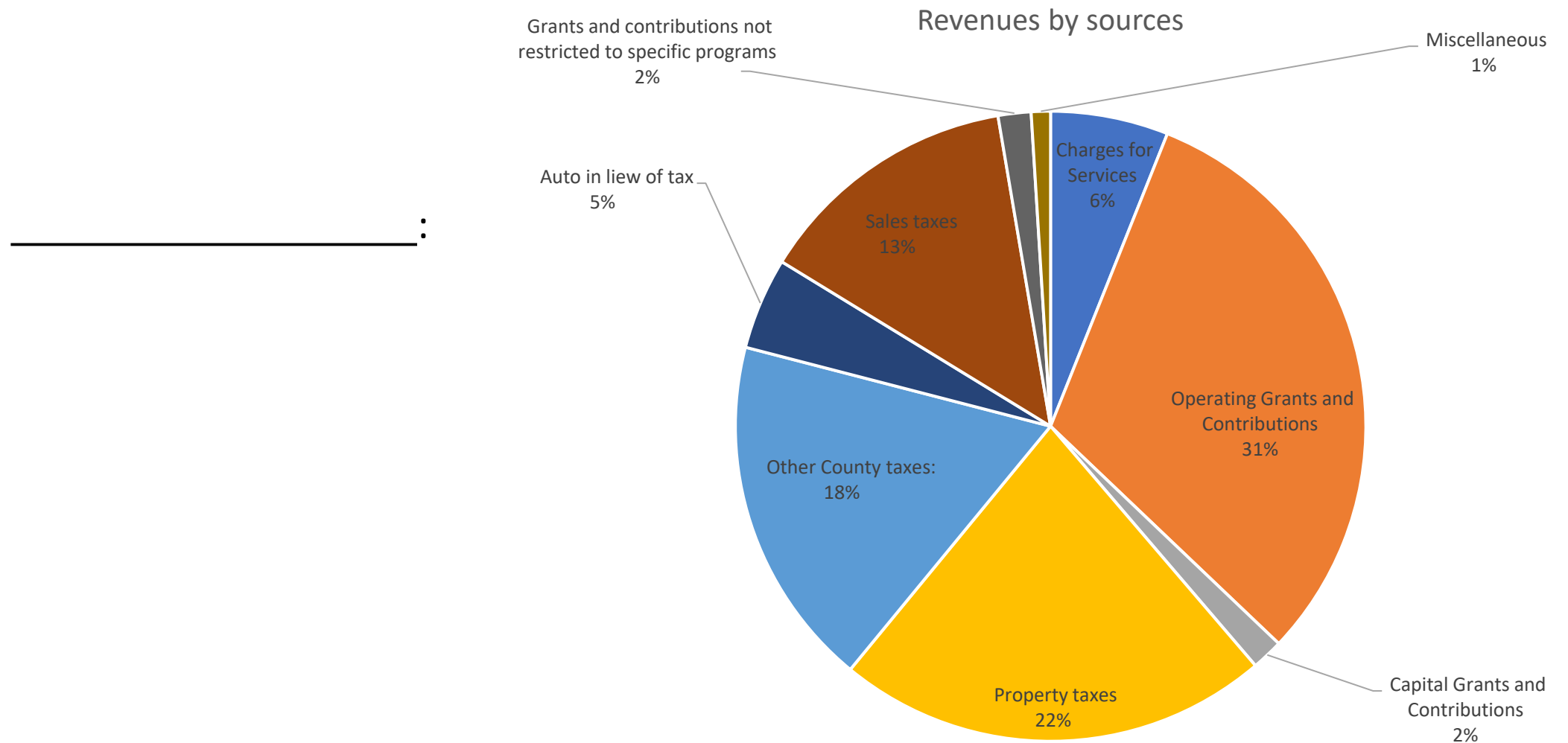
\$ 107.3 mil Long-term debt
86.3 mil Noncurrent pension liabilities
55.9 mil Current payables



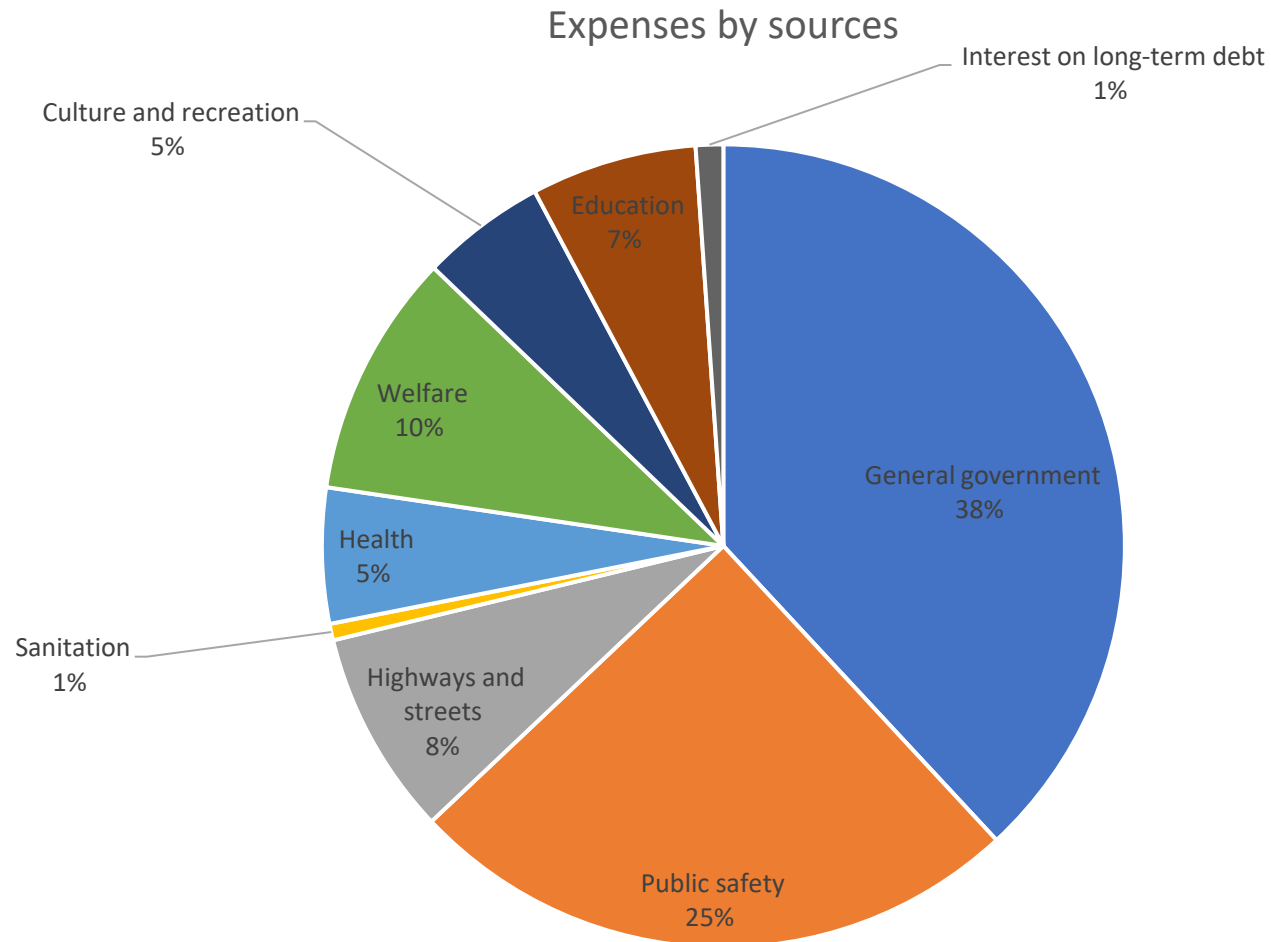
County's net position = \$417.5 mil

Net investment in capital assets	\$351.3 mil
Restricted	74.2 mil
Unrestricted	(8.0 mil)

Financial Information – Revenues during 2022



Financial Information – Expenses during 2022



QUESTIONS?

Ben Hur, CPA
Partner
bhur@f-cpc.com



FINANCIAL SERVICES DEPARTMENT



Gilberto Villegas, Jr.
Chief Financial Officer

Leonardo Tanory
Deputy Chief Financial Officer

Accountability, Integrity, Innovation, Teamwork

May 19, 2023

Lindsay A. Perry
Arizona Auditor General
2910 N. 44th St., Ste. 410
Phoenix, AZ 85018

Dear Ms. Perry:

We have prepared the accompanying corrective action plan as required by the standards applicable to financial audits contained in *Government Auditing Standards* and by the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Specifically, for each finding, we are providing you with our responsible officials' views, the names of the contact people responsible for corrective action, the corrective action planned, and the anticipated completion date.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gilberto", is written over a horizontal line.

Gilberto Villegas, Jr.
Chief Financial Officer / Director
Yuma County, Arizona.

Financial Statement Findings**2022-001 Financial reporting**

Contact Person(s): Gilberto Villegas, Jr. Chief Financial Officer
Anticipated completion date: June 30, 2023

County Discussion: Fiscal year 2020–2021 was a very challenging year for our department; In addition to dealing with the pandemic, staff shortages, implementation of new federal programs, new GASB Statement implementations, required migration of our ERP system to the Cloud, and the change to an almost complete remote audit; contributed to the financial statements be delayed.

Unfortunately, most of those challenges continue during the current fiscal year, 2021-2022, impeding us to complete audit within the six (6) months as previously planned. Staff shortages due to retirements on hard to fill positions; implementation of GASB Statement 87, *Leases*; but mainly, Year-end migration issues discovered with our new ERP system.

Finance continues with the same plan and audit strategy to complete audit and issue the financial statement package within six (6) months after the end of the fiscal year. Following and implementing auditors' financial review recommendations; now that system migration and year-end process are revised and completed, we are confident we are going to accomplish our goal.

2022-002 Internal controls over information technology - Managing and Documenting Risk

Contact Person(s): Clif Summers, Chief Information Officer.
Gil Villegas, Jr., Chief Financial Officer
Anticipated completion date: June 30, 2023

County Discussion: County continues to make progress in fully addressing this item. The identification, classification and inventorying of information was delayed to implement other improvements to County's security systems, for example: completion of email phishing alerts and procedures, the "KnowBe4" security and notifications procedures, and the recent ERP Migration (January 2022) to the cloud. Data security has been a priority to Yuma County's Chief Information Officer, County believes additional security systems added is helping mitigate the risk exposure and factor.

Financial Statement Findings - continued**2022-003 Internal controls over information technology - Protection over System and Data**

Contact Person(s): Clif Summers, Chief Information Officer.
Gil Villegas, Jr., Chief Financial Officer

Anticipated completion date: June 30, 2023

County Discussion: County continues to work on their internal control procedures and with our ERP migration to the cloud, restriction controls were enhanced. Unfortunately, in the auditors' assessment these improvements are not sufficient to respond to the possible risks. Regarding Access, with the migration of our ERP system to the cloud, security has been enhanced to system access. Also, user accounts are now deactivated according to internal procedures. All system access, including administrators, are now evaluated to determine when it is to be changed and/ or terminated. Regarding System Configuration and Changes, County continues to develop new policies and strengthen the ones in place to provide detail guidance on this topic. Restricted Access, with the migration of our ERP system to the cloud, security has been enhanced for users. Although some policies and procedures exist, seems they are not properly documented to satisfy NIST framework requirements.

Federal Award Findings and Questioned Costs**2022-101 Timeliness of financial reporting**

Contact Person(s): Gilberto Villegas, Jr. Chief Financial Officer

Anticipated completion date: June 30, 2023

County Discussion: Fiscal year 2020–2021 was a very challenging year for our department; In addition to dealing with the pandemic, staff shortages, implementation of new federal programs, new GASB Statement implementations, required migration of our ERP system to the Cloud, and the change to an almost complete remote audit; contributed to the financial statements be delayed.

Unfortunately, most of those challenges continue during the current fiscal year, 2021-2022, impeding us to complete audit within the six (6) months as previously planned. Staff shortages due to retirements on hard to fill positions; implementation of GASB Statement 87, *Leases*; but mainly, Year-end migration issues discovered with our new ERP system.

Finance continues with the same plan and audit strategy to complete audit and issue the financial statement package within six (6) months after the end of the fiscal year. Following and implementing auditors' financial review recommendations; now that system migration and year-end process are revised and completed, we are confident we are going to accomplish our goal.

AIR-12207**Discussion 2.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Yuma County Legislative Policy Proposals for CSA's Annual Legislative Summit**Submitted By:** Ian McGaughey**Prepared by:** Desarae Doten**Department:** County Administration**Special District:****Strategic Pillar:** Effective Governance
Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

County Administration: Discussion and possible action regarding the adoption of 2024 State legislative proposals to be submitted by Yuma County for consideration at the annual County Supervisors Association (CSA) Legislative Summit to be held October 11, 2023 through October 13, 2023.

2. SUMMARY:

The CSA is requesting each county to submit policy proposals for consideration as future bills to be introduced in the 2024 State Legislative Session. The deadline for Yuma County to submit Legislative Policy Proposals to CSA is August 7, 2023.

This item is to seek the Board's direction regarding the County's legislative policy proposals for the 2024 State Legislative Session.

3. RECOMMENDED MOTION:

Provide direction to staff regarding 2024 State Legislative Proposals.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 7/7/23

Fiscal Impact**Attachments**

No file(s) attached.

AIR-12219**Discussion 1.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Report on Legislative Updates**Submitted By:** Ian McGaughey**Prepared by:** Annie Rojas**Department:** County Administration**Special District:****Strategic Pillar:**

Information**1. REQUESTED BOARD ACTION:**

County Administration: Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

2. SUMMARY:**3. RECOMMENDED MOTION:****4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 07.06.23

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 7/7/23

Fiscal Impact**Attachments**

No file(s) attached.

AIR-12202**Events Calendar/Current Events 1.****BOS Regular Agenda****Meeting Date:** 07/17/2023**Title:** Events Calendars/Current Events**Submitted By:** Ian McGaughey **Prepared by:** Annie Rojas**Department:** County Administration**Special District:****Strategic Pillar:****Information****1. REQUESTED BOARD ACTION:**

Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

2. SUMMARY:**3. RECOMMENDED MOTION:****4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:****6. COUNTY ADMINISTRATOR:****Fiscal Impact****Attachments**

July

August

September

July 2023						
◀ June						August ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 9:00 AM Board of Supervisors Regular Session BOS Auditorium	4 Independence Day County Offices Closed	5	6	7	8
9	10	11	12	13	14	15
16	17 9:00 AM Board of Supervisors Regular Session BOS Auditorium	18	19	20	21 2023 NACo Annual Conference Austin, TX	22 2023 NACo Annual Conference Austin, TX
23 2023 NACo Annual Conference Austin, TX	24 2023 NACo Annual Conference Austin, TX	25	26	27	28	29
30	31					

August 2023						
◀ July						September ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 9:00 AM Board of Supervisors Regular Session BOS Auditorium	8	9	10	11	12
13	14	15	16	17	18	19
20	21 9:00 AM Board of Supervisors Regular Session BOS Auditorium	22	23	24	25	26
27	28	29	30	31		

More Calendars: [September](#), [October](#), 2023

September 2023						
◀ August						October ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 Labor Day County Offices Closed	5	6 9:00 AM Board of Supervisors Regular Session BOS Auditorium	7	8	9
10	11	12	13	14	15	16
17	18 9:00 AM Board of Supervisors Regular Session BOS Auditorium	19	20	21 10:00 AM CSA Board of Directors Meeting Phoenix, AZ	22	23
24	25	26	27	28	29	30

More Calendars: [October](#), [November](#), 2023