

DEREK RAPIER
County Administrator
(928) 865-2072

FACSIMILE (928) 865-9332



BOARD OF SUPERVISORS
P.O. BOX 908
253 5TH STREET
CLIFTON, AZ 85533

DAVID GOMEZ
District 1

RON CAMPBELL
District 2

RICHARD LUNT
District 3

MEETING NOTICE and AGENDA

**Pursuant to Arizona Revised Statutes §38-431, et. seq.
and amendments thereto, the
GREENLEE COUNTY BOARD OF SUPERVISORS
also sitting as Board of Directors for
GREENLEE COUNTY PUBLIC HEALTH SERVICES DISTRICT
and
GREENLEE COUNTY FLOOD CONTROL DISTRICT
hereby gives notice that a
Regular Meeting
will be held on Tuesday, June 1, 2021 – 8:00 a.m. at the**

**Board of Supervisors Meeting Room, 2nd floor Courthouse Annex, 253 5th Street,
Clifton, Arizona**

**In person attendance will be limited but attendance and participation in the
meeting will also be available online as follows:**

**Zoom Video Conferencing. To join the meeting enter the following URL into your
browser:
Join Zoom Meeting**

<https://us02web.zoom.us/j/84247944790?pwd=c2QxRm5xMS9kSUxKanJlamVvMDZGdz09>

**Meeting ID: 842 4794 4790
Passcode: 645129**

AGENDA

- 1.) Call to Order
 - A. Pledge of Allegiance
 - B. Call to the Public

- 2.) PUBLIC HEALTH SERVICES DISTRICT – the Board of Supervisors will convene as the Board of Directors of the Greenlee County Public Health Services District and will reconvene as the Board of Supervisors following consideration of these items:
 - A. Consent Agenda

1. Clerk of the Board: Consideration of approval of Public Health Services District expense warrants in excess of \$1,000.00
 2. Health Manager: Consideration of approval for IGA between the Arizona Department of Health Services and Greenlee County Health for the Public Health Emergency Preparedness Program.
 3. Health Manager: Consideration of approval for the Intergovernmental Agreement, Title V Maternal and Child Health Healthy Arizona Families
- 3.) Rob Gilliland, Chief Deputy County Attorney
 - A. Discussion/Action regarding approval of grant agreement with Arizona Disposition Reporting System and Contracts for professional services and Case Management Software (Hosted by Karpel and Prosecution By Karpel)
 - 4.) Tim Sumner, County Sheriff
 - A. Discussion/Action to change the Evidence Custodian position to Evidence Technician according to the revised Job Description.
 - 5.) Derek Rapier, County Manager/Tim Sumner County Sheriff
 - A. Discussion/Action to approve the purchase of a 2020 Chevy Silverado pickup (VIN/1GC4YLE72LF135807) with excess FY21 budget funds from account 019 and/or 020 not to exceed \$50,000.00 from AZDOHS Grant #180416-01
 - 6.) Derek Rapier, County Manager/Erica Gonzalez, Economic Development
 - A. Discussion/Action seeking permission to apply for technical assistance from National Association of Latino community Asset Builder (NALCAB) to hire a consultant on behalf of Greenlee County to identify resources to assist in housing and economic develop initiatives.
 - 7.) Derek Rapier, County Manager/Lendsey Basteen, Fair and Racing Director
 - A. Discussion/Action to consider moving 2021 Greenlee County Fair dates from September 16-19 to September 23-26
 - 8.) Derek Rapier, County Manager
 - A. Discussion/Action to distribute FY 20 National Forest Fees to Greenlee County Schools and Roads Department
 - 9.) Derek Rapier, County Administrator
 - A. County and State budget and legislative issues
 - B. Calendar and Events
 - 10.) Consent Agenda
 - A. Clerk of the Board: Consideration of approval of minutes to previous meetings: 5/18/2021
 - B. Clerk of the Board: Consideration of approval of expense warrants in excess of \$1,000.00 – Voucher 4037

- C. Clerk of the Board: Consideration of approval of the Agreement between the Greenlee County Supervisors, County Recorder, School Superintendent, and the Duncan Unified School District #2 for conducting school elections.
 - D. Justice of the Peace #1: Consideration of approval of employee transaction form: B. Yazzie, Justice Court Clerk
- 11.) Supervisor Reports
 - A. Western Interstate Region (WIR) meeting
 - 12.) Budget Work Session
 - 13.) Executive Session: Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee or any public body. A.R.S. §38-431.03(A)(1)
 - 14.) Adjournment

All agenda items are for discussion and/or action as deemed necessary. The Board reserves the right to consider any matter out of order. The Board may retire into Executive Session for any of the purposes that are allowed by law, including but not limited to legal advice and/or personnel matters; as authorized by A.R.S. §38-431.et.seq. Persons with a disability may request accommodation for special assistance by contacting Bianca Figueroa at 928-865-2072 (TDD 928-865-2632). Requests should be made as soon as possible to allow time for arrangement of the accommodation.

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: June 1, 2021
DEPARTMENT: Health

REQUESTED BY: Steve Rutherford
TELEPHONE #: 928-865-2601

1. Insert brief description of proposal and requested Board action:
Consideration of Approval for Contract CTR055212 between the Arizona Department of Health Services and Greenlee County Health Department for the Public Health Emergency Preparedness Program. (\$182,949.00)

2. Continued from meeting of: _____
Discussed in meeting of: _____

3. Publication requirements:
Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:
Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

Grants/Contracts:
Federal State Other _____
CFDA # (Federal grants only) 93.069 State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?
 Yes No
Date of County Attorney approval: 5-17-2021

6. Board of Supervisors action taken:
 Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

**County Attorney
Document Approval Request
Cover Page**

County Administrator approval	YES
Email & hard copy submitted to Attorney	Hard copy only
Document information/purpose	<u>IGA Greenlee County & ADHS</u>
Concerns/Issues	<u>None</u>
Is this a renewal of a previously approved document	YES
Are there changes to the renewal	NO
Describe changes and where they are located in the document	<u>NA</u>
Timeframe for document approval	Tuesday, June 01, 2021
Submitted by:	Steve Rutherford
Date submitted	5/17/2021

(Example wording for further information to the County Attorney)

This agreement is scheduled to be on the agenda for the June 1st Board meeting pending attorney approval.

Thank you.

Steve Rutherford



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No.: CTR055212

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007
Procurement Officer:
Kailee Gray

Project Title: Public Health Emergency Preparedness Program

Begin Date: 07/01/2021

Geographic Service Area: Arizona Statewide

Termination Date: 06/30/2026

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

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

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

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: <u>86-6000461</u></p> <p>Tax License No.: _____</p> <p>Contractor Name: Greenlee County</p> <p>Address: P.O. Box 936; Clifton, AZ 85533</p>	<p>FOR CLARIFICATION, CONTACT:</p> <p>Name: <u>Steve Rutherford</u></p> <p>Phone: <u>928-865-2601</u></p> <p>FAX No: _____</p> <p>E-mail: <u>srutherford@greenlee.az.gov</u></p>
<p>CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p> <u>05/17/2021</u> Signature of Person Authorized to Sign Date</p> <p><u>Steve Rutherford, Director Of Health</u> Print Name and Title</p>	<p>This Contract shall henceforth be referred to as Contract No. <u>CTR055212</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.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 20____</p>
<p>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.</p> <p> <u>5/17/2021</u> Signature of Person Authorized to Sign Date</p> <p><u>Jeremy Ford, County Attorney</u> Print Name and Title</p>	<p>Contract, No. CTR055212 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.</p> <p>The Attorney General, BY:</p> <p>_____ Signature Date</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "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.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "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.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR055212	

2. Contract Type.

This Contract shall be:

Cost Reimbursement

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR055212	

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
 - 4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2. *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR055212	

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

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

A.R.S. § 23-214, Subsection A.

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

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. Contract Changes

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

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

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

7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

materials shall remain with the Contractor regardless of receipt.

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

7.3. Force Majeure.

7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

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

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
- 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 9.2.2. *Cancellation or Expiration*. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
 - 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
 - 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
 - 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR055212	

costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

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

12. Communication

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

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

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.fsr.gov/>

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

21. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

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.

Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWRDS), COOPERATIVE AGREEMENTS AND CONTRACT

- 25. 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.
- 26. AMERICANS WITH DISABILITIES ACT OF 1990.**
- 26.1 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.
- 26.2 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.
- 27. 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.
- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR055212	

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.

- 27.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 27.6 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.
- 27.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 27.8 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.
- 27.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 27.10 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.
- 27.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 27.12 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.
- 27.13 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.
- 27.14 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.
- 27.15 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/>
- 27.16 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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	TERMS AND CONDITIONS

- 27.17 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://sam.gov/SAM/>
- 27.18 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 DUNS profile and active registration with the System for Award Management (SAM) database.
- 27.19 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.
- 27.20 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.
- 27.21 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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	SCOPE OF WORK

1. BACKGROUND

The Arizona Department of Health Services (ADHS), through the Bureau of Public Health Emergency Preparedness (PHEP), has been working with Arizona Counties and Tribes to improve the preparedness of each community in the event of any public health emergency. Most of these projects were funded by grants from the Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services (HHS).

2. OBJECTIVE

This Agreement is intended to improve upon the process. Nothing in this Agreement is meant to supplant or in any other way discourage existing planning and coordination between County and Tribal Health Departments. This Agreement is designed to increase participation in the ongoing development of the State and County Health Preparedness Infrastructure through the CDC Public Health Preparedness Cooperative Agreement with the ADHS.

3. TASKS

3.1. The Contractor shall:

- 3.1.1. Appoint a PHEP Coordinator responsible for overseeing all grant related activities, budgets, and reports,
- 3.1.2. Participate in Public Health Preparedness Regional Healthcare Coalition meetings and conference calls held in the Contractor's regional communities as appropriate,
- 3.1.3. Review Attachment A: Grant Guidance and use for grant reference,
- 3.1.4. Review and update, in writing, the Contractor's Public Health Emergency Preparedness and Response Plans according to the timeframes identified under the ADHS PHEP Deliverables Document (Deliverables):
 - 3.1.4.1. Prepare and update plans to the ADHS PHEP Coordinator of Community & Healthcare Preparedness section at the time of completion;
 - 3.1.4.2. Document participation in regional emergency preparedness planning and other related activities to be provided upon request by ADHS;
 - 3.1.4.3. Address the plan for the Strategic National Stockpile (SNS), mass prophylaxis and countermeasure distribution and dispensing within the Contractor's jurisdiction, as appropriate; and
 - 3.1.4.4. Develop or update mutual aid agreements with other jurisdictions, in accordance with the approved Contractor's Public Health Emergency Preparedness and Response Plan.

3.2. Medical Electronic Disease Surveillance and Intelligence System (MEDSIS):

3.2.1. The Contractor shall:

- 3.2.1.1. Participate in ADHS-coordinated workgroups for MEDSIS enhancements to include Tribal communities (if applicable) and Electronic Laboratory Reporting (ELR) capabilities; and
- 3.2.1.2. Participate in epidemiology specific trainings, workshops, or conferences provided by ADHS or an ADHS recognized training session (if applicable).

3.3. Public Health Emergency Exercises:

3.3.1. The Contractor shall:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	SCOPE OF WORK

- 3.3.1.1. Participate in required statewide/regional public health exercises; and
- 3.3.1.2. Participate in SNS and Receiving, Staging and Storing (RSS) exercises as appropriate for the Contractor's community.

3.4. COVID-19:

If applicable, completion of tasks per Contract No.: ADHS17-133192 Amendments Six (6) and Seven (7), which are incorporated herein by reference.

3.4.1. The Contractor shall:

- 3.4.1.1. Comply with existing and/or future directives and guidance from the HHS, CDC Secretary regarding control of the spread of COVID-19;
- 3.4.1.2. Consult and coordinate with HHS, CDC to provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
- 3.4.1.3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

3.4.2. HHS, CDC has established allowable activities related to the capability domains described in the Public Health Crisis Response Notice of Funding Opportunity. The domains include:

- 3.4.2.1. Incident Management for Early Crisis Response;
- 3.4.2.2. Jurisdictional Recovery;
- 3.4.2.3. Information Management;
- 3.4.2.4. Countermeasures and Mitigation;
- 3.4.2.5. Surge Management; and
- 3.4.2.6. Biosurveillance.

3.4.3. Surveillance, Laboratory Testing, and Reporting

- 3.4.3.1. Contractor shall implement and scale-up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community and is responsible for immediate implementation of real-time reporting to the Hospital Preparedness Program (HPP), CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:
 - 3.4.3.1.1. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death;
 - 3.4.3.1.2. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings;
 - 3.4.3.1.3. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	SCOPE OF WORK

- 3.4.3.1.4. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization and reporting;
- 3.4.3.1.5. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); and
- 3.4.3.1.6. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).

3.4.4. Community Intervention Implementation Plan

- 3.4.4.1. Contractor shall maintain its COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three (3) mitigation goals:
 - 3.4.4.1.1. Slow transmission of disease,
 - 3.4.4.1.2. Minimize morbidity and mortality, and
 - 3.4.4.1.3. Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.
- 3.4.4.2. The plan shall address:
 - 3.4.4.2.1. Minimizing potential spread and reduce morbidity and mortality of COVID-19 in communities,
 - 3.4.4.2.2. Planning and adapting for disruption caused by community spread and implement interventions to prevent further spread,
 - 3.4.4.2.3. Ensuring healthcare system response is an integrated part of community interventions, and
 - 3.4.4.2.4. Ensuring integration of community mitigation interventions with health system preparedness and response plans and interventions.

3.5. ADHS will:

- 3.5.1. Monitor the expenditure of funds for the reports submitted. If there are any reports that are not submitted on or before the appropriate submission date, the Contractor could be subject to a potential reduction in funds, or loss of funds for the following year.
 - 3.5.1.1. Expenditures that are not on an approved budget or approved redirection may not be eligible for reimbursement from ADHS.

4. FINANCIAL REQUIREMENTS

4.1. The Contractor shall participate in match requirement:

- 4.1.1. The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all Contractors. Each Contractor must include in their budget submission, the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding. ADHS may not award a Contract under this program unless the Contractor agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the Contractor shall make available non-federal contributions in the amount of ten percent (10%) (\$1 for each \$10 of federal funds provided in the cooperative

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055212	SCOPE OF WORK

agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

4.1.2. Total Direct Costs

Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

4.1.3. Total Indirect Costs

To claim indirect costs, the Contractor must have a current approved indirect cost rate agreement established with the applicable federal agency. A copy of the most recent indirect cost rate shall be submitted to ADHS with the signed Agreement. Indirect cost percentage cannot exceed the State rate.

4.1.4. Indirect Costs

To claim indirect costs, the Contractor must have a current approved indirect cost rate agreement established with the applicable federal agency. A copy of the most recent indirect cost rate shall be submitted to ADHS with the signed Agreement. If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs.

4.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag.

4.3. Budget Allocation and Work Plan

4.3.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS, and

4.3.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor to reach the goals and objectives outlined in the Attachment A; Grant Guidance section of this document.

4.4. Conduct Financial accounting, auditing and reporting consistent with the ADHS Accounting and Auditing Procedures Manual, which can be found at <https://drive.google.com/file/d/15mO7JShrS9VFqaCXhlmhthqsv74yM9M/view?usp=sharing>; and

4.5. Prepare monthly financial reports with supporting documentation by the established due dates identified by ADHS. Failure to accomplish monthly financial reports within specified time frames, without prior coordination of ADHS program leadership, could result in a reduction or loss of grant funding in subsequent years.

5. DELIVERABLES

5.1. The Contractor shall:

5.1.1. Provide primary and secondary contact information for its public health incident command team, to ADHS,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR055212	

as part of the mid-year report (due date determined additionally);

- 5.1.2. Provide annually twenty-four (24) hours a day/seven (7) days a week/three hundred sixty-five (365) days a year public health emergency contact number for its Public Health Department or a designated health emergency contact person and within ten (10) days of any changes;
- 5.1.3. Submit upon activation the primary and secondary contact information for its public health incident command team. At a minimum, contact information shall be provided for the Incident Commander, Operations Chief, Planning Chief, Logistics Chief, and Finance/Administrative Chief;
- 5.1.4. Submit annually by June 1st a spending plan using the budget tool supplied by ADHS for the completion of the work plan to meet selected deliverables;
- 5.1.5. Submit monthly expenditure reports to the ADHS PHEP Financial Coordinator by the last day of the following month using the budget tool provided on the AZ-Program Information and Reporting Exchange (AZ-PIRE) website and include all supporting documents, receipts and reports necessary to back up the expenditures. The website can be found at <https://sites.google.com/azdhs.gov/az-pire/home>.
- 5.1.6. Submit a Semi-Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
 - 5.1.6.1. Due date will be determined by ADHS, and
 - 5.1.6.2. Report progress on Public Health Emergency Exercises.
- 5.1.7. Submit an Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
 - 5.1.7.1. Due date will be determined by ADHS,
 - 5.1.7.2. Report progress on MEDSIS, and
 - 5.1.7.3. Report progress on Public Health Emergency Exercises.

5.2. COVID-19 Deliverables

5.2.1. The Contractor shall:

- 5.2.1.1. Submit a carry-over spend plan, if applicable, as requested by ADHS by September 30th; and
- 5.2.1.2. Submit monthly contractor expenditure reports (CER), if applicable, with detailed information and receipts by the last day of the following month.

5.3. ADHS will:

Upon plan approval, send a Purchase Order to the Contractor for the agreed upon allocation from the Price Sheet.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR055212	

6. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

6.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Public Health Services
Emergency Preparedness and Response
150 North 18th Avenue, Suite 150
Phoenix, Arizona 85007
Telephone: 602-364-0587
Fax: 602-364-3681

6.2. Invoices/CERs shall be sent to invoices@azdhs.gov.

6.3. AUTOMATED CLEARING HOUSE. ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Authorization%20Form%20101019.pdf>.

6.3.1. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov

6.4. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Greenlee County
Attn: Steve Rutherford
P.O. Box 936
Clifton, AZ 85533
Telephone: 928-865-2601
Email: srutherford@greenlee.az.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR055212	

PHEP Budget Period Three (3)

July 1, 2021 through June 30, 2022

Cost Reimbursement

Description	Amount
Funds to enhance current PHEP activities per the deliverables in Attachment A and upon ADHS approval of monthly Contractor Expenditure Reports (CER's).	\$182,949.00
TOTAL	\$182,949.00

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT A
CTR055212	

Exhibit - 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 #	804745420
Federal Award Identification (Grant Number):	NU90TP922004-02
Subrecipient name (which must match the name associated with its unique entity identifier):	Greenlee County
Subrecipient's unique entity identifier (DUNS #):	07-025-1319
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NU90TP922004
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;	
Subaward Period of Performance Start and End Date;	07/01/2019 - 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 - 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$182,949.00
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):	\$7,682,618.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$11,721,118.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Public Health Emergency Preparedness (PHEP) Cooperative Agreement

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT A
CTR055212	

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Department of Health and Human Services - Centers for Disease Control and Prevention

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:

93.069

Identification of whether the award is R&D

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: June 1, 2021
DEPARTMENT: Health

REQUESTED BY: Steve Rutherford
TELEPHONE #: 928-865-2601

1. Insert brief description of proposal and requested Board action:
Consideration of Approval for the Intergovernmental Agreement, IGA No: 2020-039 Title V Maternal and Child Health Healthy Arizona Families. (\$96,809.00)

2. Continued from meeting of: _____
Discussed in meeting of: _____

3. Publication requirements:
Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:
Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

Grants/Contracts:
Federal State Other
CFDA # (Federal grants only) 93.994 State # _____
Fund _____ \$ 96,809.00
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?
 Yes No
Date of County Attorney approval: 5-19-21

6. Board of Supervisors action taken:
 Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

**County Attorney
Document Approval Request
Cover Page**

County Administrator approval	YES
Email & hard copy submitted to Attorney	Hard copy only
Document information/purpose	<u>Title V Maternal and Child Health Healthy Arizona Families</u>
Concerns/Issues	<u>None</u>
Is this a renewal of a previously approved document	YES
Are there changes to the renewal	NO
Describe changes and where they are located in the document	<u>NA</u>
Timeframe for document approval	Wednesday, May 26, 2021
Submitted by:	Steve Rutherford
Date submitted	5/19/2021

(Example wording for further information to the County Attorney)

This agreement is scheduled to be on the agenda for the June 1st Board meeting pending attorney approval.

Thank you.

Steve Rutherford



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

Title V Maternal and Child Health Healthy Arizona Families

1. Pursuant to the Terms and Conditions, Provision 6, Contract Changes, section 6.1, It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:
 - 1.1. The Contract No. is revised from IGA2020-039 to CTR055257 due to the Contracts being placed back into the Arizona Procurement Portal;
 - 1.2. The Scope of Work is revised and replaced by the Scope of Work of this Amendment One (1);
 - 1.3. The Price Sheet is revised to include the Price Sheet of this Amendment One (1).
 - 1.4. Attachment H - ADHS Family Planning Policy and Procedure Manual, has been removed.
 - 1.5. Exhibit A has been added.

(CONTINUED ON NEXT PAGE)

All other provisions of this agreement remain unchanged.

Greenlee County

Contractor Name:

PO Box 936

Address:

Clifton

Arizona

85603

City

State

Zip

Authorized Signature

Steve Rutherford

Print Name

Director of Health

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

5/19/21

Signature

Date

Signed this _____ day of _____ 2021.

Jeremy Ford, County Attorney

Print Name

Robert Gilliland, Chief Deputy County Attorney

Procurement Officer

Contract No.: **CTR055257**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-039	IGA Amendment No: 1	Procurement Officer Felicia Marquez

1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment to examine key health indicators and provide a comprehensive overview of the health of Arizonans. ADHS published the 2019 Arizona State Health Assessment which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. This assessment informs other federally funded programs within ADHS that also require statewide needs assessments. One (1) of those programs is the **Title V Maternal and Child Health Services Block Grant (hereafter Title V MCH Block Grant)** located within the Bureau of Women's and Children's Health (BWCH);
- 1.2. The mission of the BWCH is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." The BWCH administers the federal Title V MCH Block Grant, other federally funded programs, as well as private, and state supported programs;
- 1.3. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America's mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6th) domain addresses Cross-Cutting and Systems Building;
- 1.4. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona's maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
 - 1.4.1. Listen to those who are not traditionally involved,
 - 1.4.2. Learn from community members as well as the MCH Community,
 - 1.4.3. Honor and respect the work that others in the community and state have completed to assess the well-being of Arizona residents,
 - 1.4.4. Assess health disparities across communities including racial, socioeconomic and access,
 - 1.4.5. Use a life course development approach and address social determinants of health as a framework for planning,
 - 1.4.6. Recognize that social, political and economic policies and conditions impact health outcomes,
 - 1.4.7. Value the community as a core partner in public health and work to assure the equity in health, and
 - 1.4.8. Plan, develop and evaluate programs and systems of care which are comprehensive, community-based, culturally competent, coordinated and effective.



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

1.5. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#title-v>).

2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant funding to support the implementation of health priorities identified through the Arizona Statewide Needs Assessment and MCH statewide needs assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities through high impact strategies that align with the 2020-2025 MCH health priorities, the identified national performance measures and administrative functions.

3. OBJECTIVES:

3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:

3.1.1. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for pregnant women, mothers and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,

3.1.2. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,

3.1.3. Enhance family, youth, and community engagement for all five (5) population domains in the Title V MCH Block Grant including children and families with special health care needs, and

3.1.4. Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

4. SCOPE OF WORK:

4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.

4.1.1. Population domains include:

4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;

4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;

4.1.1.3. Child Health – children one (1) to ten (10) years of age;

4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age;



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

- 4.1.1.5. Children/Youth with Special Health Care Needs – children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues;
- 4.1.1.6. Cross-cutting and Systems Building - priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains; or
- 4.1.1.7. Emerging Issues - projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.
- 4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:
 - 4.1.2.1. NPM #1 - Well-woman visits - Percent of women, ages eighteen (18) through forty-four (44), with a preventive medical visit in the past year, and family planning services;
 - 4.1.2.2. NPM #4 Breastfeeding – A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age;
 - 4.1.2.3. NPM #6 Developmental Screening - Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year;
 - 4.1.2.4. NPM #9 Bullying - Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
 - 4.1.2.5. NPM #10 Adolescent well visits - Percent of adolescents, ages twelve (12) through seventeen (17), with a preventive medical visit in the past year;
 - 4.1.2.6. NPM #12 Transition - Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care; and
 - 4.1.2.7. NPM #13 Preventive dental visits for pregnant women, children and adolescents - A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year.
- 4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and
- 4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:
 - 4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health;



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and

4.1.4.3. Adhere to the [ADHS Family Planning Policy and Procedure Manual](https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning) (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>).

4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon available funding, Local County Health Departments are expected to implement at multiple levels, in accordance with local community needs infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based/evidence-informed strategies (Attachment B) or to propose their own evidence-based/evidence informed strategies that are identified as a need in their communities;

4.3. MCH has created Skill Sets in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and

4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

5. EVALUATION:

5.1. Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and

5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the new Title V MCH Priorities and Performance Metrics.

6. APPROVALS:

6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;

6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;

6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the MCH HAF IGA Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
 - 6.8.1. Requests can be made via email and shall include the following information:
 - 6.8.2. Type of equipment requesting to be purchased,
 - 6.8.3. Cost of equipment, and
 - 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
 - 7.1.1. Develop and submit an Annual Budget Workbook due January 15th of each year for the following year's budget period, including the federally approved indirect rate letter,
 - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period,
 - 7.1.3. Implement the selected approved evidence-based and/or evidence-informed strategies outlined in County Action Plans,
 - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and
 - 7.1.5. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources.
- 7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>;
 - 7.2.1. Submit documents to the MCH HAF Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and
 - 7.2.2. Documents shall include the make, model, serial number, and acquisition date of the asset.



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;

7.3.1. <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20200113.pdf>, and

7.3.2. <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.

7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;

7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,

7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;

7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and

7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the MCH HAF Program Manager.

7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:

7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.

7.4.3. Justification for providing food at events requires but is not limited to:

7.4.3.1. How providing food serves a valid public purpose and does not violate the "gift clause",

7.4.3.2. Is an integral part of the function, and

7.4.3.3. Benefits to the community.

7.4.4. A speaker/presentation during the time the meal is provided is required, and

7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>.

7.5. Comply with all federal reporting requirements;



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

- 7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;
- 7.7. Counties implementing Family Planning Programs with MCH HAF IGA funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual ([Available here: https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning](https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning)); and
- 7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.
- 7.9. ADHS will provide:
- 7.9.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting,
 - 7.9.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission,
 - 7.9.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,
 - 7.9.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
 - 7.9.5. A Quarterly Reporting template upon execution of the IGA,
 - 7.9.6. The Annual Action Plan template upon execution of the IGA,
 - 7.9.7. Annual Budget Workbook and CER templates upon execution of the IGA,
 - 7.9.8. Outcome Measures and examples of process, or intermediate performance measures, as needed,
 - 7.9.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and
 - 7.9.10. Coordinate and conduct annual Contractor site visits.

8. STATE PROVIDED ITEMS:

- 8.1. Attachment A – Maternal and Child Health National Performance Measures Framework;
- 8.2. Attachment B – Evidence-Based/Evidence-Informed Strategies for MCH Domains;
- 8.3. Attachment C – Contractor Expenditure Report (CER);
- 8.4. Attachment D – Financial Supporting Documentation;
- 8.5. Attachment E – Line Item Budget Move Request;
- 8.6. Attachment F – Request for Purchase of Food;



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

8.7. Attachment G – Emerging Issues Approval Process;

8.8. Upon execution of IGA:

8.8.1. Action Plan Template,

8.8.2. Quarterly Report Template,

8.8.3. Contractor Expenditure Report (CER) template, and

8.8.4. Budget Workbook Template.

9. Restrictions:

9.1. Funds cannot be used for any of the following:

9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,

9.1.2. Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnancy women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS),

9.1.3. Cash payments to intended service recipients of health services,

9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,

9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,

9.1.6. Providing funds for research or training to any entity other than a public or non-profit private entity, and

9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

10. Deliverables:

10.1. Annual Action Plan within the first forty-five (45) days of each budget period;

10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.

10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.

10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;

10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;

10.6. Annual Report forty-five (45) days following the end of each Contract year; and

10.7. Family Planning Programs funded through this IGA will submit monthly data into the Family Planning Database as outlined in the policies and procedures manual.

10.8. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),

10.8.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and

10.8.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.

10.9. Provide the MCH HAF Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:

10.9.1. Name, title, email address and phone numbers,

10.9.2. Staff Resumes, and

10.9.3. Program area assigned.

10.10. Submit the MCH HAF Program Manager of all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;

10.11. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the MCH HAF Program Manager and a IGA amendment issued by ADHS Procurement; and

10.12. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

11.1. Notices, correspondence, reports, supporting documentation, and invoices/CERs from the County contractors to ADHS shall be sent to:

Alison Lucas
MCH HAF Program Manager
Arizona Department of Health Services



INTERGOVERNMENTAL AGREEMENT (IGA)
Amendment

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.:
IGA2020-039

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

150 N. 18th Avenue
Phoenix, AZ 85007-3242
Email: alison.lucas@azdhs.gov

11.2. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Contractor Greenlee County

Attention Steve Rutherford

Address PO BOX 936

City, State, ZIP Clifton, AZ 85533

Phone 928-865-2601

Fax 928-865-1929

Email srutherford@greenlee.az.gov

GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM



MEETING DATE: June 1, 2021
DEPARTMENT: County Attorney

REQUESTED BY: Rob Gilliland, CDCA
TELEPHONE #: 928-865-4108

1. Insert brief description of proposal and requested Board action:

Consideration and approval of grant agreement (with ADRS) and Contracts for professional services and Case Management Software (HostedByKarpel and ProsecutionByKarpel)

2. Continued from meeting of: _____

Discussed in meeting of: _____

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____

Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed

If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other ACJC - ADRS (Arizona Disposition Reporting System)

CFDA # (Federal grants only) _____ State # _____

Fund _____ \$ 65,130.00

Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: 5/26/2021

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!



Arizona Criminal Justice Commission

May 20, 2021

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice-Chairperson
STEVE STAHL,
Law Enforcement Leader

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

LAURA CONOVER
Pima County Attorney

MINA MENDEZ
Board of Executive Clemency

GREG MENGARELLI, Mayor
City of Prescott

CHRIS NANOS
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections,
Rehabilitation, and Reentry

HESTON SILBERT, Director
Department of Public Safety

VACANT
County Supervisor

VACANT
Former Judge

VACANT
County Sheriff

VACANT
Chief of Police

VACANT
Chief of Police

VACANT
Chief of Police

Executive Director
Andrew T. LeFevre

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

GREENLEE COUNTY ATTORNEY'S OFFICE
P.O. Box 1717
Clifton, AZ 85533

Attn: Greenlee County Attorney, Jeremy O. Ford

RE: ADRS XML AUTOMATION PROJECT

ACJC Grant Number AAP-20-005

Dear Attorney Jeremy O. Ford

Congratulations! You have received \$ 65,130.00 in State monies from the ADRS XML Automation Project. The ACJC grant number is AAP-20-005.

Please review and return the Grant Agreement (all pages) with authorized signatures to the ACJC office. Also please note that pages 9-11 of the grant agreement contain special conditions for review and to be initialed. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled.

Quarterly reporting deadlines for Activity and monthly Financial Reports are detailed below:

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

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
January 1 - January 31	February 15	July 1 - July 31	August 15
February 1 - February 29	March 15	August 1 - August 31	September 15
March 1 - March 31	April 15	September 1 - September 30	October 15
April 1 - April 30	May 15	October 1 - October 31	November 15
May 1 - May 31	June 15	November 1 - November 30	December 15
June 1 - June 30	July 15	December 1 - December 31	January 15

If you or your staff have any questions regarding the agreement or if we may be of further assistance, please contact me at 602-364-1152 or email mpeoples@azcjc.gov.

Sincerely,

Marc Peoples
Program Manager
Criminal Justice Systems Improvement



ARIZONA CRIMINAL JUSTICE COMMISSION
ADRS XML AUTOMATION PROJECT
GRANT AGREEMENT

ACJC Grant Number AAP-20-005
State Funded Grant Program

This Grant Agreement is made this 1ST day of JUNE, 2021, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and STATE OF ARIZONA, through GREENLEE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on JUNE 01, 2021 and terminate on JUNE 30, 2022. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

GREENLEE COUNTY ATTORNEY'S OFFICE
P.O. Box 1717
Clifton , AZ 85533
Attn: Greenlee County Attorney, Jeremy O. Ford

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	Not Approved
Fringe Benefits (for salaries/overtime)	Not Approved
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	\$ 65,130.00
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	
Operating Expenses:	Not Approved
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$ 65,130.00
Contractual Services: Karpel Case Management Solution	

- 7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed **\$ 65,130.00** in state funds.
- 8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
11. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
12. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
13. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditorgen.state.az.us>
14. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
15. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

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

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 15	January 1 – January 31	February 15
August 1 – August 31	September 15	February 1 – February 29	March 15
September 1 – September 30	October 15	March 1 – March 31	April 15
October 1 – October 31	November 15	April 1 – April 30	May 15
November 1 – November 30	December 15	May 1 – May 31	June 15
December 1 – December 31	January 15	June 1 – June 30	July 15

More frequent reports may be required for GRANTEES who are considered high risk.

16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.
17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
24. 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. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.

-
- IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
30. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
31. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or

arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. 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.
36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
39. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION

of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.

Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

40. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
41. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf
42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
48. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

49. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
50. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
51. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
ADRS XML AUTOMATION PROJECT
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

IF NONE REQUIRED, STATE "NONE"

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
3. Grant funds shall be used in accordance to the goal of the ADRS Automation Project, which is to develop and implement a data exchange system to allow the electronic transfer and submission of criminal history record information to the Arizona Computerized Criminal History Repository within 24 hours.
4. GRANTEE will adhere to the following timeline and deliverables:

Tasks and deliverables	Days out
Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.	June 17, 2021
Workstation assessment completed and any necessary hardware or software ordered to meet PbK installation prerequisites.	100
Online pre-implementation meeting with project manager and system administrators. PbK Overview with the first data conversion complete. Project Team is selected including Karpel Staff and Customer System Administrators. (One customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PbK pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	90

Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments and finalize pre-implementation meeting timeline agreement.	80
First Data Conversion Webinar is reviewed on Karpel servers along with the PbK pre load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Applicable interfaces are reviewed and analyzed to define testing procedures.	60
Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	45
Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
Online document template conversion review - customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.	40
The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.	35
Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
Online Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed document templates and workflow configuration Agency will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable. At this point data conversion will be repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets..	30
Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.	21

Complete installation and testing of all workstations by Karpel or local IT support.	14
Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7
Final Legacy Data received by Karpel.	3
Final Data Conversion is loaded. User training continues with remaining office staff (group training). Customer begins using PbK in a live state.	<u>Go Live</u> May 23, 2022

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

ATTEST:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

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

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

Exhibit "A" Continued

Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.

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

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Employers' Liability

	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

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

Additional Insurance Requirements:

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

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

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

Notice of Cancellation:

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

Acceptability of Insurers:

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

Verification of Coverage:

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

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

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

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: June 1, 2021 REQUESTED BY: Sheriff Tim Sumner
DEPARTMENT: Sheriff's Office TELEPHONE #: 928-865-4149

1. Insert brief description of proposal and requested Board action:
Discussion/Action to change the Evidence Custodian position to Evidence Technician according to the revised Job Description.

2. Continued from meeting of: _____
Discussed in meeting of: _____

3. Publication requirements:
Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact: Project Code #: _____
Expenditure: Is this a budgeted expense? Yes No
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

Grants/Contracts:
Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?
 Yes No
Date of County Attorney approval: _____

6. Board of Supervisors action taken:
 Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

GREENLEE COUNTY

CLASS CODE: Non-Exempt

EVIDENCE TECHNICIAN

PAY SCALE: 18

NATURE OF WORK

Under supervision of the Chief Deputy will control evidence and inventory for the Sheriff's Office along with forensic investigation assistance in accordance with established policies, regulations and procedures. Performs other related duties as required.

TYPICAL DUTIES

Controls and tracks evidence including logs, storage, inventory, evidence transport, research and disposition of criminal cases, proper destruction of evidence, management of receipts and disposition forms. Work closely with the Greenlee County Attorney's Office. Attend appropriate trainings and assist with forensic investigations, including but not limited to: photography, crime scene processing, and fingerprints. Controls and tracks Sheriff's Office inventory including yearly inventory reports, vehicles, vehicle equipment, ~~weapons, ammunition~~, computers, printers, all electronic devices, ~~portable radios and other deputy equipment~~, security systems, ~~jail cell items~~. Controls and tracks RICO related seized property including required reporting, weapons, vehicles, currency, and other applicable items. May be required to testify in criminal court.

QUALIFICATIONS

Desirable Education, Training and Experience: Any combination of education, training and experience equivalent to graduation from high school; four years general clerical experience and/or inventory control experience; or two years as a Clerk I for Greenlee County. Preference of any classes, certificates, or degrees in Criminal Justice or Forensic related fields.

Desirable Knowledge, Abilities and Skills: Some knowledge of federal, state and local laws office practices and procedures; radio operations and codes. Establish and maintain effective working relationships with co-workers, other agencies and the general public; keep records; make routine reports; type various documents and correspondence; perform duties efficiently; communicate well orally and in writing. Skill in operation of computer programs such as Microsoft, Adobe, and Excel.

SPECIAL QUALIFICATIONS

Must pass criminal background investigation including a polygraph. Must be able to lift 50 pounds. Valid Arizona driver's license. Maintain AZ Track-It with DPS.

Rev. 06/2021



GREENLEE COUNTY EMPLOYEE TRANSACTION FORM

This form must be completed, including signatures, before any action regarding an employee's status can take effect.

SECTION 1: Employee Information

Penry	Loni	
Last Name	First Name	Middle Initial
On File		
Mailing Address	City	State Zip

SECTION 2: Transaction Information

EFFECTIVE DATE: 07-01-2021

HIRES: New Hire – Full Time <input type="checkbox"/> New Hire – Part Time <input type="checkbox"/> Temporary (explain) <input type="checkbox"/>	CHANGES: Promotion <input type="checkbox"/> Demotion <input type="checkbox"/> Raise <input checked="" type="checkbox"/> Other (explain below) <input checked="" type="checkbox"/>	SEPARATION: Resignation <input type="checkbox"/> Retirement <input type="checkbox"/> Terminated <input type="checkbox"/> End of Contract <input type="checkbox"/> Other (explain below) <input type="checkbox"/>
---	--	--

COMMENTS: 7.5% raise for obtaining Associate Degree and extra duties as Evidence Technician rather than Evidence Custodian. (attached new job description of Evidence Technician)

Employee's Current Status	Proposed: New Hire, Change
Evidence Custodian	Evidence Technician
Position Title	Position Title
Sheriff's Office	Sheriff's Office
Department	Department
Non-Exempt <input checked="" type="checkbox"/>	Non-Exempt <input checked="" type="checkbox"/>
Hourly Rate <u>\$ 17.83</u>	Hourly Rate <u>\$ 19.17</u>
Exempt <input type="checkbox"/>	Exempt <input type="checkbox"/>
Annual Rate <u>\$</u>	Annual Rate <u>\$</u>

SECTION 3: POSITION FUNDING INFORMATION

FUND	PROGRAM CODE	OBJECT CODE	PAY LEVEL	%	AMOUNT
101	019		NOS	100	\$19.17

SECTION 4: SIGNATURES (REQUIRED)

 Employee Signature <u>05/27/2021</u> Date	 Elected/Appointed Official <u>05-27-21</u> Date
Chairman of the Board of Supervisors	Date

For Office Use Only: (Payroll)

Date Entered: _____ By: _____

Southern New Hampshire University

Be it known that the Board of Trustees, by the authority vested in it under the laws of the State of New Hampshire and upon recommendation of the faculty does hereby confer upon

Loni Henry

the degree of

Associate in Science

Information Technologies

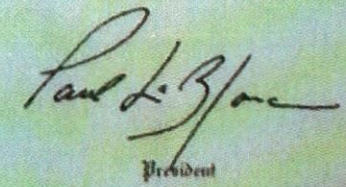
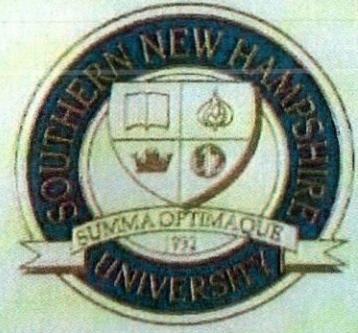
High Honors

in recognition of fulfillment of the requirements for that degree with all the Rights, Honors and Privileges pertaining thereto.

Given at Manchester, New Hampshire this first day of January, two thousand and twenty-one.



Chairman of the Board of Trustees



President

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: June 1, 2021
DEPARTMENT: Administration/Sheriff's Office

REQUESTED BY: D. Rapier/T. Sumner
TELEPHONE #: 865-2072/865-4149

1. Insert brief description of proposal and requested Board action:

Discussion/Action to approve the purchase of a 2020 Chevy Silverado pickup (VIN/1GC4YLE72LF135807) with excess FY21 budgeted funds from account 101-019 (Sheriff's Office General Fund) not to exceed \$50,000 from AZDOHS Grant #180416-01

2. Continued from meeting of: N/A
Discussed in meeting of: _____

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund 101-019 \$ 50,000.00 Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: _____

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

AZDOHS PROPERTY CONTROL FORM

Subgrantee (Title Holder): GREENLEE COUNTY SHERIFF'S OFFICE

Date: 04/07/2020

Grant Number: 180416-01

Property Identification Number (Asset Tag)	Property Description	Serial/VIN #	Vendor (Source)	Acquisition Date	Unit Cost	% AZDOHS Grant funded	Location	Condition (New, Good, Fair, Poor)	Disposition	Capital Asset
GB 2031	2020 CHEVY SILVERADO	1GC4YLE72LF135807	KEMPTON CHEVROLET	9/25/2019	\$36,400.00	100%	FLEET SHOP	NEW		<input checked="" type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>

Each piece of equipment/property **MUST** be listed on its own individual line. For example, If you purchased three (3) radios, list them on their own separate lines. See digital camera example above.

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: June 1, 2021
DEPARTMENT: Administration/Econ. Dev.

REQUESTED BY: D. Rapier/E. Gonzalez
TELEPHONE #: 865-2072

1. Insert brief description of proposal and requested Board action:

Discussion/Action seeking permission to apply for technical assistance from National Association of Latino Community Asset Builder (NALCAB) to hire a consultant on behalf of Greenlee County to identify resources to assist in housing and economic develop initiatives.

2. Continued from meeting of: N/A
Discussed in meeting of: N/A

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____

Fund N/A \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed

If not budgeted, how will this expense be funded? The consultant will be paid for by NALCAB at no cost to Greenlee County.

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: _____

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!



Rural Capacity Building Program Application for Technical Assistance: Cover Sheet

Return all completed forms and documentation Mario A. Guel at rta@nalcab.org.

TA RECIPIENT ORGANIZATION INFORMATION

Name of Organization:

Tax ID Number:

Executive Director:

Executive Director Email:

Organization Type: Please check the appropriate box(es)

Local Government

Community Development Corporation (CDC)

Indian Tribe

Community Housing Development Organization (CHDO)

501(c)(3) Non-Profit Organization

Other:

Current fiscal year operating budget: \$

List the three largest funders in this fiscal year:

1)

2)

3)

Number of full-time staff:

Number of part-time staff:

Number of volunteers:

Number of consultants:

TA RECIPIENT PROGRAM/ PROJECT INFORMATION

Provide the following information related to the program or project that will be the focus of Technical Assistance.

Name of Program/Project:

Project Lead Name and Title:

E-mail:

Phone Number:

Location and Rural Eligibility

Address of Program/Project:

City/Town:

State:

Zip:

County:

Program/ Project Budget

Current Project Budget:

\$

Please list the three largest revenue or funding sources for the program/project in this fiscal year.

1)

\$

2)

\$

3)

\$

APPLICATION SUBMISSION CHECKLIST

Copy of current fiscal year organizational budget

HUD Eligibility Map. If one was not submitted under your initial Request for TA, please use the HUD Eligibility Mapping Tool to determine whether your organization or program is located in an eligible rural area. Link to mapping tool:
<https://www.hudexchange.info/programs/rural-capacity-building/>

Copy of most recent financial statements

List of the current Board of Directors with their affiliations

Application narrative

Resumes or bios for program director and key staff, and/or consultants

Cover page (this form)

Copy of corporate or entity organizational documents (Articles of Incorporation, By-laws, 501(c)(3) determination letter from the IRS, etc.)

CERTIFICATION

The undersigned hereby certifies that the information contained in this application and related materials is true and correct. The applicant certifies that their organization meets all program eligibility criteria and complies with all applicable federal laws and rules including (but not limited to) non-discrimination and equal opportunity laws and rules (Fair Housing Act, Title VI of the Civil Rights Act of 1964, the Equal Access Rule, etc.), and Federal government-wide requirements. The applicant certifies that they: (i) do not possess any outstanding delinquent federal debt that would prevent them from being a recipient of federal funding (HUD Outstanding Delinquent Federal Debts 31 U.S.C. 3702B and 28 U.S.C. 3201(e)), (ii) are not debarred or suspended from doing business with the federal government (2CFR 2424), (iii) do not engage in lobbying activities (Byrd Amendment), and (iv) conduct their business in accordance with ethical standards that prohibit real and apparent conflicts of interest (2 CFR 200.112 and 2 CFR 200.319).

Printed Name of Authorized Individual**Title****Signature****Date**



Rural Capacity Building Program Application Instructions

Program Contact: Mario A. Guel rta@nalcab.org (210) 227-1010

NALCAB's Rural Capacity Building Program delivers project-based and organizational technical assistance (TA), capacity building services and grants, and loans for affordable housing and community development projects to rural-serving organizations in 12 states. The Rural Capacity Building (RCB) program enhances the capacity and ability of local governments, Indian tribes, housing development organizations, rural community development corporations (CDCs), and rural community housing development organizations (CHDOs), to carry out community development and affordable housing activities that benefit low- and moderate-income families in rural areas.

Technical Assistance Services

There is no set length of time for TA but a typical assignment lasts 9-12 months with 1-3 technical assistance providers. TA will be provided by a mix of NALCAB staff and consultant partners. The types of TA services that NALCAB can provide include, but are not limited to:

The types of TA services that NALCAB can provide include, but are not limited to:

- Strategic planning
- Organizational sustainability planning
- Resource development, including applying for federal grants
- Preparing community needs assessments
- Project financing and development
- Program design and development
- Community and stakeholder engagement
- Building partnerships or coalitions
- Leadership development
- Staff and/or board member training
- Identifying and promoting effective policies and practices
- Managing crises: risk management and crisis response planning
- Managing government and private grant funds
- Outcome measurement
- Management or information data systems

Eligibility

NALCAB will provide on-site and/or remote TA to eligible recipients to build organizational capacity or to advance specific affordable housing, community, and/or economic development projects and programs.

Local governments, Indian tribes, housing development organizations, rural CDCs, and CHDOs that work in rural areas in the following states are eligible to apply: Arizona, California, Colorado, Florida, Hawaii, Indiana, New Mexico, North Carolina, Ohio, Oregon, Texas, and Washington.

Eligible rural areas are defined as all non-Urbanized Areas (UA) according to the U.S. Census Bureau. In general, areas with population smaller than 50,000 are eligible. Organizations should use the Rural Beneficiary Mapping Tool (<https://www.hudexchange.info/programs/rural-capacity-building/>) to estimate their rural eligibility. The official determination of eligibility will be made by NALCAB.

TA Recipient Requirements

TA recipients will be required to assign specific staff to work with NALCAB and consultant TA providers and share any materials, documents, financial information that is pertinent to the TA engagement. Recipients will also be asked to complete a report at the end of the TA assignment, providing feedback on the TA services provided, outcomes achieved, and accounts of grant fund expended.

Application Deadlines and Instructions

Applications are accepted and reviewed on a rolling basis until TA funds are expended. Applications should be submitted via email to rta@nalcab.org. The grant application should include a cover sheet (attached) and a narrative response of not more than four (4) pages single spaced, with 12-point font.

Application Evaluation Process and Criteria

NALCAB will establish a review committee comprised of NALCAB staff. Scores will be averaged to determine the application's final score. All TA applications will be evaluated based on a 100-point scale as specified below for each section of the application's narrative.

The narrative should include responses to the following questions.

1. **Organizational Capacity and Experience (10 points)** – Please provide a description of your organization's mission, programs and activities, experience serving rural communities, and organizational capacity. For multi-service organizations the primary focus of this narrative should be on the applicant's rural affordable housing, community/economic development work.
2. **Market Analysis and Need (15 points)** – How does the program/project that will be the focus of TA respond to a need in the community you serve? How does it impact low- and moderate-income rural families and individuals? Please provide supporting data if possible.
3. **Description of Program, Project, or Services (20 points)** – Please include:
 - a. Program/project's objectives
 - b. Partners with whom you are working
 - c. Funding sources
 - d. Timeline of activities, including any milestones you have already achieved and dates of key decision points coming up
 - e. Sustainability plans for the program/ project and how it furthers your organization's mission

4. **Need for TA and Description of TA Request (40 points)** – Please describe the following:
 - a. An assessment of the needs, challenges, or gaps your organization is experiencing in achieving or maintaining the capacity to reach your organizational, programmatic, and/or project goals.
 - b. As requested on your Request for Technical Assistance submission, please describe the technical expertise you anticipate needing including proposed start and end dates for the TA and whether the capacity of specific staff-, executive-, or board-level positions within your organization will be targeted. For the types of TA that NALCAB offers, please refer to the list above.
5. **Outcomes and Impact of TA (15 points)** – Please describe the anticipated outcomes and impact of the TA support you are requesting. State specific and measureable outcomes that you expect the TA to have on your organization’s programs, projects or services; your staff; your organization more generally; and/or the communities you serve over the next 3-5 years. The decision by NALCAB to provide TA is, in part, determined by whether the assistance is expected to result in one or more of the following outcomes:
 - An organization newly accessing or expanding Federal or non-Federal funding
 - Housing units placed into the development process, created, sustained, repaired, or rehabbed
 - New businesses created or existing businesses assisted
 - Community development projects or community programs supported
 - Jobs created or retained
 - New CDCs or CHDOs created
 - New community partnerships developed
6. **Additional Materials** – Please provide the following:
 - a. A copy of your organizational budget for the current fiscal year
 - b. A copy of your most recent financial statements
 - c. A list of your current board of directors with affiliations
 - d. Resumes or bios for program director and key staff, and/or consultants
 - e. A copy of your corporate or entity organizational documents (Articles of Incorporation, By-laws, 501(c)(3) determination letter from the IRS, etc.)

NALCAB Contact

If there are any questions regarding the application process, please contact Mario A. Guel at (210) 227-1010 or rta@nalcab.org.

Request for Technical Assistance: NALCAB Rural Capacity Building Program

The NALCAB Rural Capacity Building Program (RCB) delivers project-based and organizational technical assistance (TA) and loans for organizations to carry out affordable housing and community development projects that benefit rural low- and moderate-income households. RCB TA is available to eligible beneficiaries located in: AZ, CA, CO, FL, ID, IN, IA, MN, NM, NC, OH, OR, TX, WA, and PR.

Low- and moderate-income household means a household whose income does not exceed 80% of the Area Median Income (AMI).

APPLICATION PROCESS

- 1) Interested organizations first submit this Request for Technical Assistance. The Request allows NALCAB to determine whether the interested organization meets our basic program eligibility criteria.
- 2) NALCAB staff will review the Request within 7 business days and will notify the organization via e-mail if they are eligible to submit a full Application. Staff will provide the organization with an application form and instructions.
- 3) Once the organization submits a full Application, NALCAB will review it within 30 days of its receipt. Applicants will be notified via e-mail of their status.

DEADLINE

Currently NALCAB accepts submissions on a rolling basis.

QUESTIONS?

Please contact Mario Guel at rta@nalcab.org.

ORGANIZATION INFORMATION

Name of Organization *

Address *

City *

State *

County

ZIP *

Telephone Number *

Point of Contact Name *

Point of Contact E-mail *

Has your organization previously received TA under the NALCAB Rural Capacity Building Program? *

Organization Type

Applicants must qualify as one of the types of organizations below.

- 501(c)(3) Non-Profit Organization
- Community Housing Development Organization (CHDO)
- Community Development Corporation (CDC)
- Rural Housing Development Organization (RHDO)
- Tribal Government
- Local Government

Organizational Budget (current FY)

Number of Full-Time Employees

PROJECT/PROGRAM INFORMATION

Project/Program Name *

Project/Program Budget (\$) *

Please provide the dollar amount of your project/program budget.

Does your program/project serve eligible rural low-and moderate-income communities? *

Use the HUD Rural Beneficiary Mapping Tool to determine whether your program/project is located in an eligible rural area. The Mapping Tool is located at the bottom of this webpage: <https://www.hudexchange.info/programs/rural-capacity-building/>.

Is your organization based in an eligible rural area? *

Please use your organization's main address. Link to mapping tool: <https://www.hudexchange.info/programs/rural-capacity-building/>

TECHNICAL ASSISTANCE REQUEST

Technical Assistance Requested

Please check the categories of technical assistance requested.

- 1. Strategic Planning
- 2. Resource Development
- 3. Applying and Managing Federal Funds
- 4. Community Needs Assessment Preparation
- 5. Community Planning
- 6. Project Development and Financing
- 7. Program Development & Design
- 8. Stakeholder Engagement
- 9. Partnership Development
- 10. Leadership Development
- 11. Board and Staff Training
- 12. Organizational Sustainability
- 13. Identifying and Incorporating Best Practices
- 14. Risk Management and Crisis Response Planning
- 15. Measuring Outcomes and Outputs

16. Working with Consultants

17. Information Data Systems

18. CDC or CHDO Designation

19. Other Technical Assistance

Project Outcomes

Based on the selected TA categories requested, please check areas of anticipated outputs and outcomes from this TA engagement.

Affordable Housing units created, preserved, placed into the development process

Jobs created or retained

Businesses created or retained

CDC or CDHO created

Low- and moderate-income households served

Accessing or expanding Federal or non-Federal funding

Creation of new partnerships and/or peer to peer connections

Please concisely describe the project or program for which TA is requested. (500 words max). *

Include:

- Program/ project objectives
- Needs of target populations and service areas
- Anticipated timeline and relevant deadlines

Send me a copy of my responses

Submit

[Privacy Notice](#) | [Report Abuse](#)

RESUME OF JEANNE V. SHAW

9581 E. Via Del Sol Feliz, Tucson, AZ 85748

Phone: 520-307-2654

E-mail: jvshaw@cox.net

CONSULTANT

July 2005 to Present

Provides a full range of consultant services for nonprofit and government organizations and small businesses that includes technical assistance, training and capacity building services related to community and economic development projects, lending programs, small business capacity building services, housing programs, and social services that assist low income persons. Experienced in grant administration, preparation of grant and loan applications, project development, project management, construction management, compliance monitoring, third party evaluations, data collection, assessment and reporting services. Services include:

- Technical assistance on farm labor housing, multi-family rental housing, self-help and homeownership projects, small business lending programs, CDFI, community facilities, housing assistance programs and social services.
- Technical assistance and capacity building services under HUD OneCPD and HUD Rural Capacity Building Technical Assistance through the National Association for Latino Community Asset Builders.
- Managing the work of several Consortiums providing USDA Section 523 Farm Labor Housing Technical Assistance throughout the US, HUD Self-Help Homeownership Opportunity (SHOP) Program, regionally in four states, and US DOL WIOA Migrant and Seasonal Farmworker Housing Assistance programs, regionally in five states, through a network of nonprofit organizations.
- Small business loan underwriting and servicing services.
- Project monitoring, client eligibility review, and third-party evaluation services.
- Preparation of Strategic Plans and Capitalization Plans.

Examples of projects over the last five years include:

2021:

- Proposal requesting \$200,000 under the FSGG Community Project Program to acquire appliances for a new commercial kitchen incubator that will operate in Salinas CA.
- 2021 CDFI Technical Assistance Application submitted to CDFI US Treasury, requesting \$125,000, for an emerging CDFI in Birmingham AL.
- 2021 CDFI Technical Assistance Application submitted to CDFI US Treasury, requesting \$125,000, for an emerging CDFI in Keizer OR.
- 2021 CDFI Financial Assistance Application submitted to CDFI US Treasury, requesting \$700,000 for a CDFI in Yakima WA.
- 2021 CDFI Technical Assistance Application submitted to CDFI US Treasury, requesting \$1,000,000 for a CDFI in Ventura County CA.
- Application requesting \$138,220 in funding from the Otto Bremer Foundation for an emerging CDFI in Fargo-Moorhead MN.
- Application requesting \$200,000 in funding from the Bush Foundation for an emerging CDFI in Fargo-Moorhead MN.
- 2021 CDFI Rapid Response Program application requesting \$330,000 for a CDFI in Ventura County CA.
- 2021 CDFI Rapid Response Program application requesting \$2,290,000 for a CDFI in Yakima WA.
- 2021 CDFI Rapid Response Program application requesting \$500,000 for a CDFI located in Las Cruces NM.
- 2021 YouthBuild Application requesting \$1,199,900 for a nonprofit organization in Caldwell ID.

2020:

- 2020 CDFI Technical Assistance Application submitted to CDFI US Treasury, requesting \$125,000 for an emerging CDFI in Watsonville CA..
- \$500,000 2020 HHS-OCS Community Economic Development Program to create 52 jobs in Watsonville CA.
- 2020 SBA Women's Business Center application, requesting \$149,857 each year for five years to establish a new Women's Business Center in Salinas and Watsonville CA.
- Strategic Planning services for a nonprofit organization located in Somerton AZ.
- Strategic Planning services for a nonprofit organization located in Yakima WA.
- 2020 DOL National Farmworker Jobs Program Housing Assistance grant to provide services in CO, AZ, NM, UT and ID. using \$762,681 each year for five years to provide temporary and permanent housing services.
- 2020 CDFI Technical Assistance Application submitted to CDFI US Treasury, requesting \$700,000 for a CDFI in Ventura County CA.
- 2020 HUD SHOP application requesting \$2,043,781 to develop 112 self-help homeownership units in NM, AZ and CO with five rural and one urban Consortium members.

2019:

- \$800,000 OCS HHS Community Economic Development program to create 40 jobs in San Antonio TX by providing equity investments and loans to employers.
- \$762,681 US DOL WIOA Migrant and Seasonal Farmworker Housing Assistance Program for a regional Consortium serving four states.
- Presentations at national conferences on CDFI application requirements, Section 515 Preservation of Rural Rental Housing, and the use of Section 514/516 funding to develop farm labor housing.
- Technical assistance to develop three farm labor housing projects in AZ and KY using Section 514/516 financing.
- \$350,000 California Reinvestment Fund 2019 Healthy Food Financing Initiative.
- \$800,000 2019 HHS-OCS Community Economic Development Program to create 40 jobs in Watsonville CA.
- 2019 HUD SHOP application requesting \$2,150,107 to develop 120 self-help homeownership units in NM, AZ and CO with five rural Consortium members.

2018:

- \$600,000 US Treasury CDFI Financial Assistance Program for NM CDFI to expand their lending program.
- \$700,000 US Treasury CDFI Financial Assistance Program for NE CDFI to expand their lending program.
- US Treasury CDFI Certification applications for emerging Community Development Financial Institutions
- \$760,363 US DOL WIOA Migrant and Seasonal Farmworker Housing Assistance Program for a regional Consortium serving four states.
- \$800,000 OCS HHS Community Economic Development program to create 40 jobs in Salinas CA by providing loans to farmers.
- \$400,000 OCS HHS Community Economic Development program to create 20 jobs in Yakima WA by providing loans to employers.
- Eight applications for the development of farm labor rental housing in CA, GA, KS, LA, MS, OR, and TX.
- Presentations at national conferences on the use of Section 514/516 funding to develop farm labor housing , or to preserve rural rental housing funded with Section 515 financing..
- \$250,000 through a grant awarded by USDA RHS to provide Multifamily Housing Transfer and Prepayment Technical Assistance to preserve rural rental housing in the Southern Region of the US (14 states)
- SBA Micro Lender Application
- \$2,138,174 HUD Self Help Homeownership Program (SHOP) through a regional consortium of six providers leveraging \$15,802,558 to develop 117 self-help homes in two urban and four rural communities in three states.

2017:

- \$2,213,103 HUD Self Help Homeownership Program (SHOP) through a regional consortium of four providers leveraging \$17,476,435 to develop 119 self-help homes in two urban and four rural communities in three states.
- \$1,125,000 US Department of Labor YouthBuild grant to serve 40 disadvantaged students in rural Twin Falls County, Idaho.
- US Treasury CDFI Certification applications for emerging Community Development Financial Institutions.
- \$1,700,000 Chase Pro Neighborhoods to establish a pre-development loan fund to finance farm labor housing projects throughout the US
- \$709,969 US DOL WIOA Migrant and Seasonal Farmworker Housing Assistance Program for a regional Consortium serving four states.
- \$60,120 NeighborWorks Financial Capability application to serve southern New Mexico and west Texas.
- Market assessment of urban cultural center.
- Presentations at national conferences on CDFI application requirements, and the use of Section 514/516 funding to develop farm labor housing.
- Technical assistance for an emerging CDFI to expand its lending program and capitalize a larger loan fund.
- \$750,000 through three grants awarded by USDA RHS to provide farm labor housing technical assistance in the Western, Central and Eastern Regions of the US.

EDUCATION

- Anoka-Ramsey Community College: Business Administration and Law
- Inver Grove Heights Community College: ICBO Certification
- Minneapolis Technical Institute: Fundamentals of Real Estate
- University of Wisconsin-Madison: Business Administration, International Conference of Building Officials
- University of Minnesota: International Conference of Building Officials Certification
- University of Phoenix: Business Administration

- Affordable Housing Institute
- Development Training Institute
- Catholic University of America: Certified Housing Counselor Specializing in Comprehensive Housing Counseling
- Housing Quality Standards HUD Program Training
- Low Income Housing Tax Credit Compliance: Certified Credit Compliance Professional

GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM



MEETING DATE: June 1, 2021
DEPARTMENT: _____

REQUESTED BY: D. Rapier/L. Basteen
TELEPHONE #: _____

1. Insert brief description of proposal and requested Board action:

Discussion/Action to consider moving Greenlee County Fair date from September 16-19 to September 23-26.

2. Continued from meeting of: _____ N/A
Discussed in meeting of: _____

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: _____

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM



MEETING DATE: June 1, 2021 REQUESTED BY: D. Rapier
DEPARTMENT: Administration TELEPHONE #: 865-2072

1. Insert brief description of proposal and requested Board action:
Discussion/Action to distribute FY 20 National Forest Fees to Greenlee County Schools and Roads Department.

2. Continued from meeting of: N/A
Discussed in meeting of: _____

3. Publication requirements:
Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:
Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

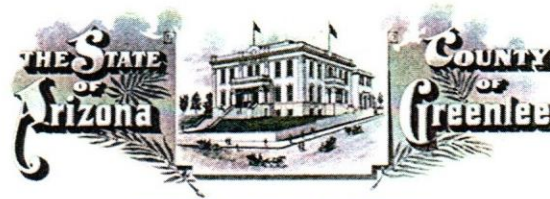
Grants/Contracts:
Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?
 Yes No
Date of County Attorney approval: _____

6. Board of Supervisors action taken:
 Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

DEREK D. RAPIER
County Administrator
Clerk of the Board
(928) 865-2072
drapier@greenlee.az.gov
FACSIMILE (928) 865-9332



BOARD OF SUPERVISORS
P.O. BOX 908
253 5TH STREET
CLIFTON, AZ 85533

DAVID GOMEZ
District 1

RON CAMPBELL
District 2

RICHARD LUNT
District 3

MEMORANDUM

From: Derek D. Rapier, Greenlee County Administrator
To: Member of the Board of Supervisors
Richard Lunt, Chairman
David Gomez, Member
Ron Campbell, Member
Date: June 1, 2021
RE: Distribution of National Forest Fees – Secure Rural Schools (SRS) for
Fiscal Year, 2020-2021

National Forest Fees, also known as Secure Rural Schools funding, actually received in Fiscal Year 2020-2021 totals: \$579,520.61.

The proposed distribution outlined below reflects an agreement between the entities who are to receive funds from these federal disbursements. The agreement regarding distribution is that Eagle and Blue School Districts will receive a set amount as will the Greenlee County Road Fund. The remaining funds are to be divided between the Morenci and Duncan School Districts on a 70/30 distribution basis. Federal law requires that these funds be distributed both to school districts and to road uses. This agreement meets that requirement and reflects the cooperative effort of the entities involved to effectively use these funds as intended. This funding for FY20-21 will be distributed as follows:

Total SRS Funds Available:	\$ 579,520.61
Eagle Creek School District:	\$ 5,000.00
Blue School District:	\$ 40,000.00
Greenlee County Road Fund:	\$ 300,000.00
Remaining Funds:	----- \$ 234,520.61
MUSD (70%):	\$ 164,164.43
DUSD (30%):	\$ 70,356.18

The above distribution was approved by the Greenlee County Board of Supervisors on June 1, 2020.

Attest:

Richard Lunt, Chairman

Clerk of the Board

DEREK RAPIER
County Administrator
(928) 865-2072

FACSIMILE (928) 865-9332



BOARD OF SUPERVISORS
P.O. BOX 908
253 5TH STREET
CLIFTON, AZ 85533

DAVID GOMEZ
District 1

RON CAMPBELL
District 2

RICHARD LUNT
District 3

MEETING NOTICE and AGENDA
Pursuant to Arizona Revised Statutes §38-431, et. seq.
and amendments thereto, the
GREENLEE COUNTY BOARD OF SUPERVISORS
also sitting as Board of Directors for
GREENLEE COUNTY PUBLIC HEALTH SERVICES DISTRICT
and
GREENLEE COUNTY FLOOD CONTROL DISTRICT
hereby gives notice that a
Regular Meeting
will be held on **Tuesday, May 18, 2021 – 8:00 a.m.**

**Zoom Video Conferencing. To join the meeting enter the following URL into your browser:
Join Zoom Meeting**

<https://us02web.zoom.us/j/89011770564?pwd=UzM4OUxsbnhIKYXFVNkVHYk8xWm9YUT09>

**Meeting ID: 890 1177 0564
Passcode: 655692**

**Board of Supervisors Meeting Room, 2nd floor Courthouse Annex, 253 5th Street,
Clifton, Arizona**

AGENDA

In attendance: Board of Supervisors members: Richard Lunt, Chairman, David Gomez, Member and Ron Campbell, Member. Also present were Jeremy Ford, County Attorney; Derek Rapier, County Administrator, Austin Adams, Deputy County Administrator and Bianca Figueroa, Deputy Clerk of the Board

1.) Call to Order

Chairman Lunt called the meeting to order at 8:00 a.m.

A. Pledge of Allegiance

Supervisor Campbell led those present in the pledge.

B. Call to the Public

Daniel Cervantez, Clifton resident responded to call to the public and stated while eating at a local restaurant he spoke with School Superintendent Dr. Woodall. Mr. Cervantez explained after speaking with Dr. Woodall he stated the High School kids and Middle School kids will have the traditional graduation and promotion.

2.) PUBLIC HEALTH SERVICES DISTRICT – the Board of Supervisors will convene as the Board of Directors of the Greenlee County Public Health Services District and will reconvene as the Board of Supervisors following consideration of these items:

A. Consent Agenda

1. Clerk of the Board: Consideration of approval of Public Health Services District expense warrants in excess of \$1,000.00

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved the Public Health Services District Consent Agenda as presented.

3.) David Manuz, Public Works Roads-Manager

A. Discussion/Action regarding permission to award emulsions oil bid to for the 2021 Greenlee County Chip Seal project

Mr. Manuz presented to the Board two bids for emulsions oil. He stated both vendors he has had good working relationships with from past work. Mr. Manuz recommends awarding the bid to Western Emulsions as they offered the lowest and best bid. He furthered mentioned that the vendor is willing to try an experimental process on one of our roads at no extra cost.

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved to award the bid to Western Emulsions in the amount not to exceed \$149,678.21 as presented.

B. Discussion/Action regarding permission to award the 3/8” fractured chips bid for 2021 Greenlee County Chip Seal project

Mr. Manuz went out for bid and two bids were received. Mr. Manuz explained the fracture chips from each vendor, he stated his recommendation is to award the bid to Tri County Materials.

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved to award the bid to Tri County Materials in the amount not to exceed \$38,972.96 as presented.

C. Discussion/Action regarding permission to purchase Bucking Chutes, Rough Stock Stripping Chute and a Roping Chute for the Greenlee County fairgrounds Arena improvements

Mr. Manuz presented to the board a picture of the fairground arena. He explained why it is a good time to make improvements on the arena. He stated a survey was sent out to arena users asking what improvements they would like to see. Projects were prioritized based on survey responses. Mr. Manuz discussed the current layout of the arena and explained proposed changes and improvements including new bucking, roping and striping chutes and expanded parking. He further explained how layout changes will benefit contestants, audience, and the public. Mr. Manuz organized a meeting for the public to get opinions, thoughts, and concerns regarding improvements, he stated it was a good turnout and had a lot of helpful feedback from the public.

Mr. Rapier explained to the board the County budgeted for a full fair but held a very small fair by comparison, just the livestock show and sale. Because of the scaled down fair, there is some unused money to make purchases. There is a limited amount of money to work with and Mr. Rapier stated that the changes and improvements will not happen all at once but that there is an opportunity to make purchases of some of the major components in the current year and over time, rearrange the materials on hand.

Mr. Manuz presented the quotes he received for the purchase of arena equipment including the chutes mentioned and recommended that the purchase be awarded to NRS National Ropers Supply as the lowest and best bidder.

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved the purchase of arena equipment from NRS National Ropers Supply in an amount not to exceed \$ 37,053.24

4.) Derek Rapier, County Administrator

A. Discussion/Action for approval to award the bid to National Demographics Corporation Federal Compliance Consulting, LLC as Greenlee County's redistricting consultant.

Mr. Rapier explained an RFP was sent out and only one bid was received. Mr. Rapier expressed his concerns regarding the "not to exceed" bid amount. However, after speaking with CEO Doug Johnson and walking through the particulars of the bid Mr. Rapier was more comfortable that the cost would likely range between \$45,000.00-\$55,000.00. Mr. Rapier's recommendation is to accept the bid of National Demographics Corporation.

Supervisor Campbell moved to award the bid to National Demographics Corporation in an amount not to exceed \$75,000.00. Supervisor Gomez

seconded the motion. After further discussion and before a vote was taken, the motion was withdrawn.

Upon motion by Supervisor Campbell, seconded by Supervisor Gomez, and carried unanimously, the Board approved to award the bid to National Demographic Corporation in the amount not to exceed \$55,000.00 as presented.

5.) Derek Rapier, County Administrator
A. Discussion/Action regarding implementation of Greenlee County Fire Restrictions – Resolution 21-05-01 regulating open burning in unincorporated areas of Greenlee County during declarations of fire emergency.

Mr. Rapier stated the forest service recently declared fire restrictions on the Apache-Sitgraves National Forest. The Forest Service's restrictions are the triggering event for the County's restrictions. Mr. Rapier recommends that the Board adopt the Resolution as presented.

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved to implement of Greenlee County Fire Restrictions as presented.

6.) Derek Rapier, County Administrator
A. County and State budget and legislative issues

Mr. Rapier discussed legislative issues and stated there is still no word on any movement on the State budget. He stated both chambers are periodically recessing and not much going on. The house has suggested a flat income tax which will negatively impact cities and towns that get some that revenue. The legislature has to finish business by June 30th.

B. Calendar and Events

Calendar and events were discussed.

7.) Consent Agenda
A. Clerk of the Board: Consideration of approval of minutes to previous meetings: 5/4/2021
B. Clerk of the Board: Consideration of approval of expense warrants in excess of \$1,000.00 – Voucher 4036
C. Chief Finance Officer: Consideration of approval of General Fund loans in the amount of \$3,758.43 to be reimbursed upon receipt of funds: Fund 159 - \$189.95; Fund 167 - \$3,568.48
D. Clerk of the Board: Consideration of approval of the Intergovernmental agreement by and between Pinal County, Greenlee County and the

Superior Courts of the State of Arizona and for the Counties of Greenlee and Pinal for Juvenile Detention

E. County Sheriff: Consideration of approval of employee transaction form: S. Olson, Jail Cook

Upon motion by Supervisor Campbell, seconded by Supervisor Gomez, and carried unanimously, the Board approved to the consent agenda as presented.

8.) Supervisors Reports

Supervisor Richard Lunt

A. Legislative Policy Committee (LPC) meeting

Mr. Lunt stated not much going on at the Legislature and things are still quiet. He stated the Governor has made some executive orders regarding the pandemic and CDC has changed some of its recommendations on mask wearing if vaccinated.

9.) Budget Work Session

Mr. Rapiere stated the discussion will revisit a couple of presentations from last meeting and will present some follow up numbers.

Mr. Adams presented to the board follow up numbers on the Treasurer's request to restructure her office. Mr. Adams discussed analyzed the cost of the full-time, part-time structure requested by the Treasurer's Office compared to the cost of using over time to provide additional coverage in the office. Under the proposal, the cost of adding an additional 8 hours of coverage for the office is \$32,024.94, which would be substantially more expensive than using over time to add an additional eight hours of coverage.

Mr. Adams gave a follow up on the Justice Court #1 request to reclassify a position. He discussed the current JP position including the classification, job requirements, and showed other positions in the county that are at the higher requested classification and the job requirements of those positions. He also compared similar jobs in other JP offices around the state and the relative case load in each of those courts. Mr. Adams observation is that the current classification and pay compares favorably to similar positions elsewhere and is appropriate in the Greenlee County classification table.

Mr. Rapiere gave the board an update, regarding the Sheriff's proposed budget. He stated he's been visiting with him and identifying areas where there may be some savings and will continue the dialogue. He also stated that the County's out of county tuition bill for next fiscal year will

be \$1.51 million with \$1.35 million of that amount going to Eastern Arizona College, total increase from last FY to this FY is over 200%. Mr. Rapier stated there is discussion at the legislature about including additional money to help the county pay this higher out of county tuition bill but that the amount discussed will not cover the higher bill.

10.) Adjournment

There being no further business to come before the Board of Supervisors, the meeting was adjourned at 10:10 a.m.

APPROVED: /s/ Richard Lunt, Chairman

ATTEST: /s/ Bianca Figueroa
Deputy Clerk of the Board

All agenda items are for discussion and/or action as deemed necessary. The Board reserves the right to consider any matter out of order. The Board may retire into Executive Session for any of the purposes that are allowed by law, including but not limited to legal advice and/or personnel matters; as authorized by A.R.S. §38-431. et. seq. Persons with a disability may request accommodation for special assistance by contacting Bianca Figueroa at 928-865-2072 (TDD 928-865-2632). Requests should be made as soon as possible to allow time for arrangement of the accommodation.

COUNTY OF GREENLEE VOUCHER



VOUCHER NUMBER	4037
VOUCHER DATE	5/20/2021
FISCAL YEAR	2020-2021

The **COUNTY OF GREENLEE** is hereby authorized by the **GREENLEE COUNTY PUBLIC HEALTH BOARD OF DIRECTORS** to draw warrants against **222-HEALTH SERVICE FUNDS** for the sum of \$ 8,344.71 on account of obligations incurred for value received in services and for materials as shown above for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end).

The **COUNTY OF GREENLEE** is hereby authorized by the **GREENLEE COUNTY FLOOD CONTROL DISTRICT BOARD OF DIRECTORS** to draw warrants against **240 - FLOOD CONTROL DISTRICT FUNDS** for the sum of \$ - on account of obligations incurred for value received in services and for materials as shown above for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end).

The **COUNTY OF GREENLEE** is hereby authorized by the **BOARD OF SUPERVISORS** to draw warrants against **COUNTY OF GREENLEE FUNDS** for the sum of \$ 308,811.85 on account of obligations incurred for value received in services and for materials as shown above for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end).

222 - Health Service Funds	\$ 8,344.71
240 - Flood Control Funds	\$ -
All Other Funds	\$ 308,811.85
TOTAL	\$ 317,156.56

GREENLEE COUNTY VOUCHER

Voucher No: 4037

Voucher Date: 05/20/2021

Prepared By: _____

Printed: 05/19/2021 01:31:20 PM

GREENLEE COUNTY is hereby authorized to draw warrants against GREENLEE COUNTY funds for the sum of \$317,156.56 on account of obligations incurred for value received in services and for materials as shown below for period June 30, 2020 to June 30, 2021 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ___ was approved at a public meeting of the governing board on _____ (A.R.S. 15-304), or ___ will be ratified at the next regular or special meeting of the governing board on _____ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

Richard Lunt Chairman, Supervisor District 3

David Gomez Supervisor District 1

Ron Campbell Supervisor District 2

GREENLEE COUNTY

Fund		Amount
055	AZ LOCAL GOVT EBT	\$156,415.69
101	ADMIN - GENERAL FUND	\$67,413.02
108	RECORDER - SURCHARGE	\$762.88
119	SCHOOL SUP - COUNTY JAIL EDUCATION	\$242.24
126	ATTORNEY - DIVERSION PROGRAM	\$379.58
130	SUPERIOR COURT - LAW LIBRARY FUND	\$998.19
133	ATTORNEY - STATE CRIME VICTIM COMP FUND	\$1,000.00
150	SHERIFF - JAIL ENHANCEMENT FUND	\$2,829.00
169	LIBRARY - STATE LIBRARY GRANT FUND	\$225.17
196	LIBRARY - LIBRARY SVCS & TECH ACT GRANT	\$760.00
209	ADMIN - ASRS COBRA SUBSIDY PAYMENTS	\$460.02

Voucher No: 4037**Voucher Date: 05/20/2021**

Fund		Amount
219	PUBLIC WORKS - LANDFILL OPERATIONS FUND	\$6,122.04
220	PUBLIC WORKS - ROAD FUND	\$14,384.46
222	PHSD - HEALTH SERVICES FUND	\$8,344.71
223	EMERGENCY MNGMT - BIOTERRORISM	\$13.60
225	ADMIN - ECONOMIC DEVELOPMENT FUND	\$3,122.00
243	FAIR FUND	\$3,130.33
244	RACE FUND	\$115.54
270	IS - ARIZONA 9-1-1 GRANT	\$327.30
273	ADHS - COVID-19	\$5,330.00
280	AMBULANCE SERVICE - GHR	\$2,661.94
601	PROBATION - GENERAL FUND	\$11.98
608	PROBATION URINALYSIS FEES	\$60.35
621	PROBATION - JTSF	\$4,308.15
632	PROBATION - JUVENILE TRANSPORT FUND	\$50.00
800	ADMIN - GENERAL LONG TERM DEBT ACCOUNT	\$15,559.37
802	ADMIN - CAPITAL IMPROVEMENT PROJECTS	\$22,129.00
		<hr/> \$317,156.56

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
--------------	------	---------	-------	---------	---------	-------------	--------

Bank Name: For Treasurer Posting

Bank Account: TREASURER

525904	05/20/2021	4037	ADVANCED AIR SYSTEMS, LLC	23487488	101.005.0000.7496.000	REFRIGERATION MAINTENANCE.	\$1,462.00
							Check Total: \$1,462.00
525905	05/20/2021	4037	ADVANCED GEODETIC SURVEYS	A2105020S	802.032.0000.8570.000	ENGINEERING AND SCIENTIFIC.	\$22,129.00
							Check Total: \$22,129.00
525907	05/20/2021	4037	ARIZONA COUNTIES INSURANCE POO	2021136	225.042.0000.7461.000	INVOICE 2021136 - AKOS KOVACH CLAIM NUMBER	\$3,122.00
							Check Total: \$3,122.00
525913	05/20/2021	4037	AZ LOCAL GOVERNMENT EBT	V389793	055.000.0000.7800.000	AZLGEBT PAYMENT - MAY 2021	\$156,415.69
							Check Total: \$156,415.69
525920	05/20/2021	4037	BOTANICAL PHARM, LLC	101	222.051.0000.7419.000	Graham County Epidemiology Consulting 24	\$1,560.00
525920	05/20/2021	4037	BOTANICAL PHARM, LLC	137	273.051.0067.7419.000	Greenlee County Epidemiology 82 hours at	\$5,330.00
525920	05/20/2021	4037	BOTANICAL PHARM, LLC	237	222.051.0000.7419.000	Greenlee Public Health Consulting 24 hours at	\$1,560.00
							Check Total: \$8,450.00
525924	05/20/2021	4037	CANYON STATE WIRELESS	11-052108	101.006.0000.7494.000	Maintenance Contracts-CSW Aug 1, 2020 - July 31, 2021	\$4,952.88
							Check Total: \$4,952.88
525925	05/20/2021	4037	CATERPILLAR FINANCIAL SERVICES CORP	30969846	800.030.0000.9000.000	CONTRACT 2017-001 930M, 908M, D5K2	\$9,624.38
525925	05/20/2021	4037	CATERPILLAR FINANCIAL SERVICES CORP	30978116	800.030.0000.9000.000	CONTRACT 2018-001 140M3 GRADER AND 930M	\$5,934.99
							Check Total: \$15,559.37
525930	05/20/2021	4037	CHRISTINE PERKINS	V661678	133.002.0000.7539.000	CVC2020-01 Work Loss	\$1,000.00
							Check Total: \$1,000.00

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525934	05/20/2021	4037	CORE INFRASTRUCTURE TECHNOLOGIES, LLC	2104	101.015.0000.7419.000	STATELINK TESTING, SUMMIT CONFIGURATION,	\$1,200.00
Check Total:							\$1,200.00
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V272623	101.081.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$76.81
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	101.005.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$335.85
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	101.005.0033.7471.000	ELECTRIC AND GAS SERVICES.	\$467.08
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	101.005.0033.7472.000	ELECTRIC AND GAS SERVICES.	\$128.81
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	101.005.0035.7471.000	ELECTRIC AND GAS SERVICES.	\$84.87
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	101.006.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$57.93
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	101.038.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$271.35
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	101.081.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$110.04
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	219.036.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$100.25
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V46743	220.030.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$274.31
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V700673	101.005.0033.7471.000	ELECTRIC AND GAS SERVICES.	\$222.57
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V700673	101.005.0033.7472.000	ELECTRIC AND GAS SERVICES.	\$29.71
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V700673	243.086.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$36.42

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting
 Bank Account: TREASURER

Date Range: 06/30/2020 - 06/30/2021
 Voucher Range: 4037 -

Sort By: Check
 Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names
 Exclude Voided Checks
 Exclude Manual Checks
 Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V766343	243.086.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$269.03
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V766343	243.086.0000.7472.000	ELECTRIC AND GAS SERVICES.	\$83.15
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V766343	244.087.0000.7471.000	ELECTRIC AND GAS SERVICES.	\$50.21
525938	05/20/2021	4037	DUNCAN VALLEY ELECTRIC INC	V766343	244.087.0000.7472.000	ELECTRIC AND GAS SERVICES.	\$65.33
Check Total:							\$2,663.72
525941	05/20/2021	4037	EDUCATION, TRAINING, AND RESEARCH ASSOC	266253	222.080.0000.6120.000	Education Material	\$1,082.88
Check Total:							\$1,082.88
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMCT00017940	219.036.0000.7499.000	OTHER REPAIRS & MAINTENANCE GB#3335	\$1,434.39
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMCT00017941	219.036.0000.7499.000	OTHER REPAIRS & MAINTENANCE GB#3338	\$1,294.02
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5194764	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3402 SWITCH A	\$98.83
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5227313	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3329 FILTER AS	\$76.99
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5249106	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3313 SPRINT AS	\$93.51
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5251913	219.036.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3338 PRIME	\$465.15
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5254387	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3408 OILCAT	\$193.86
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5254388	101.020.0000.6390.000	SHOP SUPPLIES. 10-CARTRIDGES.	\$50.41
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5255539	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3313 HOSE AS	\$121.61

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5255540	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3408 FILTER	\$86.79	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5255541	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3313 SEAL	\$10.30	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5258563	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3332 MIRROR	\$111.13	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5258564	219.036.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#816F CAT ELC	\$240.44	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5258565	219.036.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3314 CAT ELC	\$110.89	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5266641	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#3337 CUTTING	\$563.48	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5266642	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#3334 BOOT	\$70.41	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5266643	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#3334	\$10.32	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMPS5267890	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3329 FILTER AS	\$76.99	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EMWK3137793	220.030.0000.7499.000	OTHER REPAIRS & MAINTENANCE GB#3334	\$1,494.78	
525943	05/20/2021	4037	EMPIRE SOUTHWEST MACHINERY	EPWK0504851	101.006.0000.7499.000	OTHER REPAIRS AND MAINTENANCE.	\$252.00	
							Check Total:	\$6,856.30
525945	05/20/2021	4037	GILA HEALTH RESOURCES, LLC V576946		280.000.0000.7801.000	AMBULANCE SERVICE - GHR	\$2,661.94	
							Check Total:	\$2,661.94
525951	05/20/2021	4037	INSIGHT INVESTMENTS HOLDINGS, LLC	250230	621.646.0000.6100.000	Inv. #250230	\$3,583.80	
525951	05/20/2021	4037	INSIGHT INVESTMENTS HOLDINGS, LLC	250231	621.646.0000.6100.000	Invoice #250231 All in One Video Conf. Camera	\$724.35	
							Check Total:	\$4,308.15

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting
Bank Account: TREASURER

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525955	05/20/2021	4037	JOHNSON CONTROLS FIRE PROTECTION LP	22270690	101.005.0000.7419.000	PROFESSIONAL SERVICES. BUILDING SPRINKLER TEST	\$2,225.93
Check Total:							\$2,225.93
525959	05/20/2021	4037	KEMPTON CHEVROLET-BUICK	18370	101.020.0000.6320.000	MOTOR VEHICLE PARTS. GB 2015. 2-WHEELS.	\$496.12
525959	05/20/2021	4037	KEMPTON CHEVROLET-BUICK	18372	101.020.0000.6320.000	MOTOR VEHICLE PARTS. GB 2015. 2-ABSORBERS.	\$165.40
525959	05/20/2021	4037	KEMPTON CHEVROLET-BUICK	18427	101.020.0000.6320.000	MOTOR VEHICLE PARTS. GB 2015. 1-HOSE.	\$86.82
525959	05/20/2021	4037	KEMPTON CHEVROLET-BUICK	18441	101.020.0000.6320.000	MOTOR VEHICLE PARTS. GB 2015. 1-COMPRESSOR	\$581.64
525959	05/20/2021	4037	KEMPTON CHEVROLET-BUICK	18442	101.020.0000.6320.000	MOTOR VEHICLE PARTS. GB 2015. 1-BELT KIT.	\$50.25
525959	05/20/2021	4037	KEMPTON CHEVROLET-BUICK	18443	101.020.0000.6320.000	MOTOR VEHICLE PARTS. GB 2015. 2-ROTORS, 1-PAD	\$320.50
525959	05/20/2021	4037	KEMPTON CHEVROLET-BUICK	89949	101.020.0000.7492.000	OUTSIDE VEHICLE REPAIR. GB 2015. PERFORMED 2	\$65.00
Check Total:							\$1,765.73
525962	05/20/2021	4037	LAURENCE SCHIFF	V56855	222.019.0000.7419.000	Contracted Services	\$1,500.00
Check Total:							\$1,500.00
525964	05/20/2021	4037	LOUS GLOVES, INCORPORATED	041020	101.019.0000.6216.000	10 boxes of 100 ea.nitrile, Exam grade, powder-free,	\$657.00
525964	05/20/2021	4037	LOUS GLOVES, INCORPORATED	041021	101.019.0000.6216.000	20 boxes of 100 ez. Nitrile, Exam grade, powder-free,	\$438.00
Check Total:							\$1,095.00
525969	05/20/2021	4037	MARKS RANCH	APRIL 2021	220.030.0000.7485.000	BUILDING RENTAL @ BLUE SHOP SHOP RENT FOR APRIL	\$1,000.00
525969	05/20/2021	4037	MARKS RANCH	MARCH 2021	220.030.0000.7485.000	BUILDING RENTAL @ BLUE SHOP SHOP RENT FOR	\$1,000.00
Check Total:							\$2,000.00

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V19210	101.005.0000.7471.000	WATER AND ELECTRIC SERVICES @ GREENLEE	\$759.36
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V436625	101.005.0000.7473.000	WATER AND ELECTRIC SERVICES @ SO WATER	\$191.83
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V535328	101.005.0000.7471.000	WATER AND ELECTRIC SERVICES @ GREENLEE	\$3,446.90
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V55125	101.005.0035.7471.000	WATER AND ELECTRIC SERVICES @ SHERIFF	\$128.96
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V612152	222.071.0000.7473.000	WATER AND ELECTRIC SERVICES @ ANIMAL	\$11.58
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V786725	101.005.0035.7471.000	WATER AND ELECTRIC SERVICES @ SHERIFF	\$492.16
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V786725	101.005.0035.7473.000	WATER AND ELECTRIC SERVICES @ SHERIFF	\$59.40
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V79265	101.004.0000.7471.000	WATER AND ELECTRIC SERVICES @ ELECTION	\$51.81
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V817020	101.005.0035.7471.000	WATER AND ELECTRIC SERVICES @ SHERIFF	\$1,589.04
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V817020	101.005.0035.7473.000	WATER AND ELECTRIC SERVICES @ SHERIFF	\$215.61
525975	05/20/2021	4037	MORENCI WATER AND ELECTRIC	V879914	101.005.0000.7473.000	WATER AND ELECTRIC SERVICES @ GREENLEE	\$263.03
Check Total:							\$7,209.68
525977	05/20/2021	4037	NATIONAL INSTITUTE FOR JAIL OPERATIONS	2021.02.0043	150.019.0000.7551.000	2020 DACOTA-Annual Subscription Fee/Per User	\$2,829.00
Check Total:							\$2,829.00
525979	05/20/2021	4037	NEXTRAQ	AT01563313	101.016.0000.7429.000	INTERNET NEXTRAQ ADVANTAGE SERVICES,	\$1,563.80
Check Total:							\$1,563.80
525982	05/20/2021	4037	OFFICE DEPOT INC	160123825001	101.007.0000.6100.000	OFFICE SUPPLIES	\$15.40

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting
 Bank Account: TREASURER

Date Range: 06/30/2020 - 06/30/2021
 Voucher Range: 4037 -

Sort By: Check
 Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names
 Exclude Voided Checks
 Exclude Manual Checks
 Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525982	05/20/2021	4037	OFFICE DEPOT INC	160127628001	101.007.0000.6100.000	OFFICE SUPPLIES	\$148.15
525982	05/20/2021	4037	OFFICE DEPOT INC	167293993001	101.019.0000.6100.000	1 case of 10 storage file bankers boxes letter/legal	\$18.22
525982	05/20/2021	4037	OFFICE DEPOT INC	167351601001	101.019.0000.6230.000	8 pks @ 100 ea. coated 9" paper plates white, 4 boxes	\$86.05
525982	05/20/2021	4037	OFFICE DEPOT INC	167351601001	101.019.0000.7539.000	8 pks @ 100 ea. coated 9" paper plates white, 4 boxes	\$36.27
525982	05/20/2021	4037	OFFICE DEPOT INC	168302307002	222.052.0000.6100.000	Office Supplies	\$8.58
525982	05/20/2021	4037	OFFICE DEPOT INC	170131696001	101.019.0000.6100.000	1 pk of 3 counterfeit money pens, item # 424456. 1 pk	\$11.11
525982	05/20/2021	4037	OFFICE DEPOT INC	170155107001	101.019.0000.6230.000	1 case of 12 canisters Genuine Joe all purpose	\$61.57
525982	05/20/2021	4037	OFFICE DEPOT INC	170871912001	101.019.0000.6216.000	Leather office chair standard black, item #	\$142.53
525982	05/20/2021	4037	OFFICE DEPOT INC	171687639001	222.052.0000.6100.000	Office Supplies	\$80.09
525982	05/20/2021	4037	OFFICE DEPOT INC	171687639001	222.069.0000.6100.000	Office Supplies	\$101.80
525982	05/20/2021	4037	OFFICE DEPOT INC	171687971001	222.052.0000.6100.000	Office Supplies	\$7.25
525982	05/20/2021	4037	OFFICE DEPOT INC	171687971002	222.052.0000.6100.000	Office Supplies	\$5.85
525982	05/20/2021	4037	OFFICE DEPOT INC	V4630	101.001.0000.6100.000	Binders and desk in-boxes	\$175.57
525982	05/20/2021	4037	OFFICE DEPOT INC	V865910	101.001.0000.8530.000	2 Office Chairs - Jojo	\$260.62
525982	05/20/2021	4037	OFFICE DEPOT INC	V891018	101.001.0000.8530.000	2 - Two drawer lateral files	\$1,219.51
Check Total:							\$2,378.57
525985	05/20/2021	4037	PURCHASE POWER - 8000-9090-0804-1175	V499442	101.016.0000.7423.000	POSTAGE	\$1,000.00
Check Total:							\$1,000.00
525986	05/20/2021	4037	RAMAI ALVAREZ	V516623	101.012.0000.7411.000	Indigent Defense - Covington Appeal; Misener	\$2,300.00
Check Total:							\$2,300.00
525989	05/20/2021	4037	SAFFORD ACE	557198	101.005.0000.6230.000	CUSTODIAL SUPPLIES. PS 2 PLY TP TORK 36/CASE,	\$1,492.28

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525989	05/20/2021	4037	SAFFORD ACE	566431	101.005.0033.6310.000	BUILDINGS AND GROUNDS. 2-FLAG NYLON 4X6' US,	\$182.59
525989	05/20/2021	4037	SAFFORD ACE	572049	101.005.0033.6230.000	CUSTODIAL SUPPLIES. GOJO ORANGE W/PUMICE	\$479.38
525989	05/20/2021	4037	SAFFORD ACE	574141	101.005.0000.6310.000	BUILDINGS AND GROUNDS. 6-TEXTURE SPRAY. 2-JOINT	\$108.91
525989	05/20/2021	4037	SAFFORD ACE	574172	101.005.0033.6310.000	BUILDINGS AND GROUNDS. 1-2X4X16 KDFW BOARD.	\$29.44
525989	05/20/2021	4037	SAFFORD ACE	897945	101.005.0033.6310.000	BUILDINGS AND GROUNDS. 4-ADAPTER FEMALE 1"	\$157.01
525989	05/20/2021	4037	SAFFORD ACE	897951	243.086.0000.6310.000	BUILDINGS AND GROUNDS. 1-DT ALL PURPOSE Z/Y 8X2.	\$9.21
525989	05/20/2021	4037	SAFFORD ACE	K57198	101.005.0000.6230.000	CUSTODIAL SUPPLIES. 16-FEBREZE ORIGINAL	\$115.93
525989	05/20/2021	4037	SAFFORD ACE	K71874	101.005.0033.6310.000	BUILDINGS AND GROUNDS. 40-32X36 HAND MADE	\$414.14
525989	05/20/2021	4037	SAFFORD ACE	K71883	101.005.0033.6310.000	BUILDINGS AND GROUNDS. WD40 BIG BLAST, BATTERY	\$996.30
Check Total:							\$3,985.19
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	486160	220.032.0000.6430.000	MECH TL SET/ HEX KEY T HANDLE/ WASTEBASKET	\$59.28
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	573330	101.005.0000.6310.000	BATTERY ALKALINE / BROOM / GREASE	\$51.63
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	575296	101.005.0000.6310.000	KNIFE UTILITY + STRING CUT / LIQUID NAILS/	\$75.26
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	584963	101.005.0000.6310.000	ROLLER FRAME 9" PRO CAGE / SPN CASING	\$27.64
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	585379	101.005.0000.6310.000	366MDF SPN CASING	\$5.24
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	585617	101.005.0000.6430.000	POST HOLE DIGGER STL 48'	\$47.73

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting
 Bank Account: TREASURER

Date Range: 06/30/2020 - 06/30/2021
 Voucher Range: 4037 -

Sort By: Check
 Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names
 Exclude Voided Checks
 Exclude Manual Checks
 Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	586693	220.032.0000.6430.000	KITCHEN TWL ROLL 85 CT WHT	\$3.20
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	587098	220.032.0000.6430.000	HILLMAN FASTENERS / WRENCH COM	\$45.06
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	589033	220.032.0000.6430.000	SHOPTOWEL / CM SOCKET SET/ TRASH CAN	\$104.99
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	592350	101.005.0000.6230.000	DISPENSER PURELL / KC MOD DISPENSER / CLEANER	\$647.81
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	605400	101.005.0000.6310.000	IMPULSE SPRINKLR ON SPKE	\$30.54
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	642112	101.005.0000.6310.000	CUTOFF WHEEL/ TRAP P ABS / TEE SAN ABS / ADAPTER	\$171.38
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	648274	101.005.0000.6310.000	ALL STEEL BYPASS PRUNER/BULB-GLB/ CFL	\$232.70
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	662558	243.086.0000.6310.000	PESTBLOCK/ WASP & HORNET KILLER/ PRIMER	\$980.98
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	669290	220.032.0000.6430.000	TRASH BAG / GLV LTHR DRVR PIGSKIN	\$24.67
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	669621	243.086.0000.6310.000	SOCK SPRAY HOOD / RIBS PLS ANC KIT/ TOGGLE BOLT	\$29.18
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	669868	220.032.0000.6430.000	SOCKET ADPTR / BLK OXIDE DRL BIT	\$18.30
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	669961	220.032.0000.6430.000	HILLMAN FASTENERS / KNIFE UTL RETRACT ACE	\$5.23
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	677064	101.005.0000.6310.000	RIVET ST1/8X1/4 ACE	\$7.25
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	678953	220.032.0000.6430.000	FINDER STUD MAGNETIC	\$3.81
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	685069	101.005.0000.6310.000	VERSASATIN LOW / PAINT BRUCH / ROLLER / MASKING	\$205.67

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	735301	101.005.0000.6310.000	CONCRETE MIX / PALLET CHARGE	\$236.98
525990	05/20/2021	4037	SAFFORD BUILDERS SUPPLY, CO	K75603	220.030.0000.6332.000	HX LAG SCR W / C-PAL USS FLAT WASH	\$44.38
Check Total:							\$3,058.91
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-116978	101.005.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$66.99
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-116978	101.019.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$47.90
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-116978	101.020.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$177.68
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-116978	101.020.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$267.01
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-116978	101.083.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$28.04
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-116978	220.030.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$760.84
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-116978	220.030.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$1,973.59
525994	05/20/2021	4037	SENERGY PETROLEUM	SEN-119724	219.036.0000.6250.000	FUEL @ LOMA LINDA LANDFILL DYER-ULSD#E	\$1,442.52
Check Total:							\$4,764.57
525997	05/20/2021	4037	STANLEY CONVERGENT SECURITY	6000728783	101.015.0000.7495.000	MAINTENANCE AND MONITORING CHARGES	\$2,102.70
Check Total:							\$2,102.70
525998	05/20/2021	4037	SYSCO FOOD SERVICES OF AZ	349615331	101.019.0000.6215.000	Food supplies for inmates meals. Invoice #	\$557.84
525998	05/20/2021	4037	SYSCO FOOD SERVICES OF AZ	349628904	101.019.0000.6215.000	Food supplies for inmates meals. Invoice #	\$487.39

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525998	05/20/2021	4037	SYSCO FOOD SERVICES OF AZ	349636200	101.019.0000.6215.000	Food supplies for inmates meals. Invoice #	\$523.92
Check Total:							\$1,569.15
526002	05/20/2021	4037	THE UNIVERSITY OF ARIZONA	122710	101.090.0000.7501.000	APRIL 2021 THROUGH JUNE 2021 INSTALLMENT OF	\$6,895.50
Check Total:							\$6,895.50
526004	05/20/2021	4037	THOMSON REUTERS - WEST	6139547642	101.007.0000.6240.000	West's AZ Criminal Law Rules 2021 Edition	\$400.00
526004	05/20/2021	4037	THOMSON REUTERS - WEST	844277931	101.012.0000.7411.000	West Information Charges - April 2021	\$1,075.94
526004	05/20/2021	4037	THOMSON REUTERS - WEST	844357858	101.003.0000.7535.000	SUBSCRIPTION FOR AZ REV STATUTES ANNO SUB AND	\$380.68
526004	05/20/2021	4037	THOMSON REUTERS - WEST	844360670	130.012.0000.6240.000	Library Plan Charges	\$998.19
Check Total:							\$2,854.81
526014	05/20/2021	4037	VALLEY TELECOM GROUP	V317608	101.006.0000.7429.000	FIBER CIRCUITS	\$6,536.60
526014	05/20/2021	4037	VALLEY TELECOM GROUP	V317608	101.015.0000.7429.000	FIBER CIRCUITS	\$92.41
526014	05/20/2021	4037	VALLEY TELECOM GROUP	V317608	101.016.0000.7429.000	FIBER CIRCUITS	\$134.90
526014	05/20/2021	4037	VALLEY TELECOM GROUP	V317608	220.030.0000.7429.000	FIBER CIRCUITS	\$2,267.80
Check Total:							\$9,031.71
526020	05/20/2021	4037	ZUMAR INDUSTRIES INC	6528	220.030.0000.6330.000	ROAD REPAIR SUPPLY TYPE 2 VERTICAL YWL, SPECIAL	\$2,309.64
Check Total:							\$2,309.64
Bank Total:							\$294,303.82

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4037 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
<u>Fund</u>							<u>Amount</u>
055							\$156,415.69
101							\$54,517.18
130							\$998.19
133							\$1,000.00
150							\$2,829.00
219							\$5,087.66
220							\$12,904.10
222							\$5,918.03
225							\$3,122.00
243							\$1,407.97
244							\$115.54
273							\$5,330.00
280							\$2,661.94
621							\$4,308.15
800							\$15,559.37
802							\$22,129.00
Fund Totals:							\$294,303.82

End of Report

Disbursements Grand Total: \$294,303.82

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: June 1, 2021
DEPARTMENT: BOS

REQUESTED BY: Clerk of the Board
TELEPHONE #: _____

1. Insert brief description of proposal and requested Board action:

Consideration of approval of the Agreement between the Greenlee County Supervisors, County Recorder, School Superintendent and the Duncan Unified School District #2 for conducting school elections

**2. Continued from meeting of: _____
Discussed in meeting of: _____**

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed

If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: 5/26/2021

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

**AGREEMENT BETWEEN
THE GREENLEE COUNTY BOARD OF SUPERVISORS
THE GREENLEE COUNTY RECORDER
THE GREENLEE COUNTY SCHOOL SUPERINTENDENT
AND THE DUNCAN UNIFIED SCHOOL DISTRICT #2
FOR CONDUCTING SCHOOL ELECTIONS**

This is an Agreement ("Agreement") between the Greenlee County Board of Supervisors ("Board"), the Greenlee County Recorder ("Recorder"), the Greenlee County School Superintendent ("Superintendent"), and the Duncan Unified School District #2 (District) for use of election services to conduct special school district elections.

RECITALS

WHEREAS, Arizona Revised Statutes (A.R.S.) § 16-172 authorizes political subdivisions within Greenlee County to use the Greenlee County voter registration rolls to conduct its elections and requires the political subdivisions to negotiate a contract with the Recorder at least sixty (60) days in advance of an election to reimburse the Recorder for actual expenses in preparing the necessary lists for use in the election; and,

WHEREAS, A.R.S. § 15-423 requires the Recorder, upon request, to provide copies of school district precinct registers in the manner and for the fees prescribed in A.R.S. § 16- 172, for political subdivisions or, in the case of a special election or an election held at a time and place other than a general election in a school district; and,

WHEREAS, A.R.S. § 15-302(A)(7) and § 15-406(B) require the Superintendent to contract with the Board to conduct all regular school district elections and A.R.S. § 15- 302(A)(8) requires the Superintendent to be responsible, in cooperation with the school district governing boards and the Board, for all special school district elections; and,

WHEREAS, A.R.S. § 15-406 requires that the costs of special school elections, including preparation of ballots, is charged against the funds of school districts involved, and contracted costs of regular school district elections is charged against the Superintendent who shall prorate such costs to the school districts;

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Term

The term of this Agreement shall begin on July 1, 2021, and continue through June 30, 2022.

2. Duties of the Elections Department for Conducting a Special School District Election

The Elections Department shall provide election related services in preparation for and in the conduct of the elections for the District through June 30, 2022. For the term of this Agreement, the Superintendent (or designee) shall be the contact person for the Elections Department in conducting school elections. Specifically, the Elections Department shall:

- 2.1 Provide the Superintendent with ballots no later than seventy-five (75) days prior to the election. Any and all changes made after the sample proofs are signed by the Superintendent, or a designate thereof, will be directed in written form to the Elections Department no later than sixty (60) days prior to the election. The Elections Department will arrange with the vendor for ballot changes and advise the Superintendent of the additional charges. The Superintendent agrees to accept any additional charges incurred as a result of such changes for inclusion in the Superintendent's billing to the school district.
- 2.2 Provide optical scan ballots and accessible voting equipment to be used in the election.
- 2.3 Contract with the polling locations to conduct the budget override election. Notify the Superintendent no later than seventy-five (75) days prior to the election of any polling location that is not available to be utilized to conduct the school election.
- 2.4 Notify the Superintendent of any change in the rates for precinct workers and special board members and provide a good faith estimate of the anticipated actual costs of the election no later than seventy-five (75) days prior to the election date. The good faith estimate of anticipated costs for each election shall include salaries; but only for time spent to provide services for that specific election.
- 2.5 Provide all machines, signs, precinct supplies, and related election material necessary to conduct the elections.
- 2.6 Cause the election workers to utilize the copies of the school precinct registers, prepared from the records of the Greenlee County Recorder, for the purpose of identifying the electors qualified to vote in the school district election.
- 2.7 Prepare materials for, recruit, appoint and instruct all poll workers needed for each polling site as determined by the Elections Department and the Superintendent and in accordance with A.R.S. § 15-404.
- 2.8 Tally official results of the election, utilizing County Ballot Tabulating equipment and Accessible Voting equipment.
- 2.9 Be responsible to compile "Official Election Returns" for canvassing by the Board pursuant to State law.
- 2.10 Conduct the Logic and Accuracy Test, including publishing the public notice of the

time and location of the test per A.R.S. § 16-449 and providing a copy of the notice to the Superintendent.

- 2.11 Process all Provisional ballots and deliver same to the Greenlee County Recorder. Process verified ballots upon return by the Greenlee County Recorder and include totals in the canvass.
- 2.12 Provide a certified copy of the "Official Election Returns" to the Superintendent within twenty (20) days after the election.
- 2.13 Issue warrants to precinct workers and special board members at the rates adopted by the Board for the previous General Election or, if subsequently amended, at the rates in effect on the 60th day before the election.
- 2.14 Prepare and deliver the Early Ballots to the Greenlee County Recorder for use in the election. Process and tabulate the ballots upon return from the Greenlee County Recorder.
- 2.15 Store or dispose of election materials as required by law.
- 2.16 Prepare and deliver a single invoice to the Superintendent no later than forty-five (45) days after the election. The invoice will contain a detailed breakdown of all costs, including staff time, for the school district and written justification if the actual costs invoiced exceed the estimate previously provided. The Elections Department shall not charge a school district more than the actual cost of the election services for that district.

3. Duties of the Recorder for Conducting a Special School District Election

- 3.1 The Recorder shall prepare the official precinct registers and signature rosters for use in the election.
- 3.2 The Recorder shall prepare and deliver a single invoice to the superintendent of the District and copy the Superintendent on all invoices. The invoice shall contain a detailed itemization of all costs no later than forty-five (45) business days after the date of election.
- 3.3 In addition, the Recorder will provide any of the following services at the request of the Superintendent or designee:
 - a. Provisional ballot verification
 - b. Conditional provisional ballot verification
 - c. Early ballot processing, including, but not limited to, request forms, postage and verification of all early ballots requested for the election and delivery of voted early ballots to the Early Ballot Board.

- d. Permanent Early Voting List (PEVL) ballots
 - e. Replacement ballots for satellite location and by mail
 - f. Processing of all problem ballots, to include contacting the voter by phone, text, email, and/or physical letter as a way to resolve problem ballots.
- 3.4 All costs incurred by the Recorder in the performance of duties outlined in Section 3 of this Agreement, shall be charged pursuant to the District.
- 3.5 No later than fifty (50) days before the date of election in order for the Superintendent to mail the Informational Pamphlet, provide the Superintendent the mailing data that includes the following:
- a. Mailing address of every household with at least one (1) active voter
 - b. Polling place or consolidated voting area number
 - c. Name and address of the location of designated polling place or consolidated voting area number
4. Additional Recorder Fees. Where Applicable
- 4.1 Special Ballot Charges
- a. A school district shall be responsible for any additional postage resulting from including special ballot inserts.
- 4.2 Mileage charged shall be charged at actual costs based on the usage charges from Greenlee County Motor Pool.
5. Duties of the Superintendent
- The Superintendent shall:
- 5.1 Notify the Recorder and Elections Director at least eight-five (85) days prior to the next consolidated election date of such school district(s) intention to conduct an election that require the Recorder's services. A notice of an all-mail ballot election shall include the date which ballots should be mailed pursuant to A.R.S. § 16-409.
 - 5.2 Provide the Elections Department with an official list, by school district, signed by the Superintendent or their designee of the ballot question(s) at least eighty-five (85) days prior to the date of the election.
 - 5.3 Provide the Elections Department with the precincts and polling sites at least eighty-five (85) days prior to the date of the election.
 - 5.4 Be responsible for the creation, translation, printing, and mailing of all publicity pamphlets. The Information Pamphlet shall include the sample ballot. Not later than (50) days before the date of election, request the mailing data to issue the Informational

Pamphlet to voters within thirty-five (35) days before the date of election pursuant to A.R.S. §§ 15-481(B) and § 35-454(A).

- 5.5 Provide the Recorder with Informational Pamphlets for inclusion with out-of-state ballot requests prior to the start of early voting.
- 5.6 The parties understand and agree that the Superintendent will invoice the District for payment of actual costs necessary in performing the election following receipt of an itemized invoice from the Elections Department and Recorder. Such costs shall be determined in accordance with applicable law.
- 5.7 Forward invoices issued by the Recorder and Elections Director to the District to be paid within thirty (30) days from the invoice date indicated on each invoice.

6. Duties of the District

The District shall:

6.1 Through the Superintendent, reimburse the County for all charges for election materials, supplies, equipment and personnel required in direct support of the District election within thirty (30) days of submittal to the District of a reimbursement request by the County or Superintendent. The District shall establish and maintain a budget covering the payment of all such charges.

6.2 Through the Superintendent, reimburse the Recorder for the actual additional costs incurred by the Recorder in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within thirty (30) days of submittal to the District of a reimbursement request by the Recorder or Superintendent.

7. Additional Provisions:

- 7.1 No party shall discriminate against any Greenlee County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Agreement.
- 7.2 All parties shall comply with 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.
- 7.3 This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

- 7.4 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

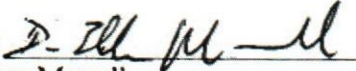
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this

_____ Day of _____, 2021.

By: _____
Richard Lunt, Chair
Greenlee County Board of Supervisors

By: _____
Bryan Boling
Greenlee County School Superintendent

By: 
Eldon Merrell
Superintendent Duncan Unified School
District #2

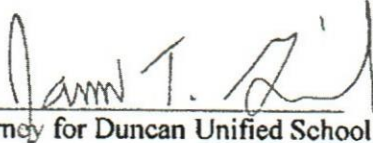
By: _____
Sharie Milheiro
Greenlee County Recorder

ATTEST

APPROVED AS TO FORM:

By: _____
Clerk, Board of Supervisors
Greenlee County

By: _____
Jeremy Ford
Greenlee County Attorney

By: 
Attorney for Duncan Unified School District #2



GREENLEE COUNTY EMPLOYEE TRANSACTION FORM

This form must be completed, including signatures, before any action regarding an employee's status can take effect.

SECTION 1: Employee Information

YAZZIE <small>Last Name</small> 422 HIGHLAND LOOP <small>Mailing Address</small>	BETAMERA <small>First Name</small> MORENCI <small>City</small>	<small>Middle Initial</small> AZ <small>State</small>	85540 <small>Zip</small>
---	---	--	------------------------------------

SECTION 2: Transaction Information

EFFECTIVE DATE: _____

HIRES: New Hire – Full Time <input checked="" type="checkbox"/> New Hire – Part Time <input type="checkbox"/> Temporary (explain) <input type="checkbox"/>	CHANGES: Promotion <input type="checkbox"/> Demotion <input type="checkbox"/> Raise <input type="checkbox"/> Other (explain below) <input type="checkbox"/>	SEPARATION: Resignation <input type="checkbox"/> Retirement <input type="checkbox"/> Terminated <input type="checkbox"/> End of Contract <input type="checkbox"/> Other (explain below) <input type="checkbox"/>
--	--	--

COMMENTS: _____

Employee's Current Status	Proposed: New Hire, Change
Position Title _____	JUSTICE COURT CLERK <small>Position Title</small>
Department _____	JUSTICE OF THE PEACE #1 <small>Department</small>
Non-Exempt <input type="checkbox"/>	Non-Exempt <input checked="" type="checkbox"/>
Hourly Rate \$ _____	Hourly Rate \$ 12.98
Exempt <input type="checkbox"/>	Exempt <input type="checkbox"/>
Annual Rate \$ _____	Annual Rate \$ _____

SECTION 3: POSITION FUNDING INFORMATION

FUND	PROGRAM CODE	OBJECT CODE	PAY LEVEL	%	AMOUNT
101	007	5307		100%	\$12.98

SECTION 4: SIGNATURES (REQUIRED)

_____ <small>Employee Signature</small> _____ <small>Date</small>	<div style="text-align: center;"> _____ <small>Elected/Appointed Official</small> 5-25-21 _____ <small>Date</small> </div>
_____ <small>Chairman of the Board of Supervisors</small>	_____ <small>Date</small>

For Office Use Only: (Payroll)

Date Entered: _____ By: _____

GREENLEE COUNTY BUDGET ADOPTION SCHEDULE FY 2021-2022

- ❖ Tentative Budget Adoption - Pursuant to A.R.S. 42-17101, 42-17102, and 42-17103, the board of supervisors must adopt the tentative budget on or before the third Monday in July. (Last Day: Mon, July 19, 2021, Adoption of Tentative Budget Scheduled for July 6, 2021)
- ❖ The tentative budget and notice of final adoption are required to be published twice in the local newspaper.
- ❖ The truth in taxation hearing (if necessary), must be published twice in the local newspaper. The statute requires that the first publication occur at least 14 days prior to the hearing but not more than 20 days. The second publication must occur at least 7 days prior but not more than 10 days prior to the hearing.
- ❖ Final Budget Adoption - Pursuant to A.R.S. 42-17101, 42-17105 and 42-17107, the board of supervisors must hold a hearing and adopt the final budget on or before the 14th day before the day in August when the board levies taxes. (Scheduled for July 27, 2021)
- ❖ Set Tax Rates and Levies - Pursuant A.R.S. 42-17151 and 42-17254, the board must fix, levy and assess the amount to be raised from the primary and secondary property taxation for county purposes by the third Monday in August. (Last Day: Mon, August 16, 2021, Date Scheduled to Set Tax Rates & Levies; August 10, 2021)

SUGGESTED SCHEDULE:

- ❖ Adoption of the tentative budget no later than July 6, 2021.
- ❖ Print tentative budget and notice of final budget adoption in local newspaper July 14, 2021 and July 21, 2021.
- ❖ Hold truth in taxation hearing, **IF NECESSARY**, and budget hearing on July 27, 2021.
- ❖ Adopt final budget on July 27, 2021.
- ❖ Set tax rates and levies on August 10, 2021.

GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM



MEETING DATE: June 1, 2021
DEPARTMENT: Administration

REQUESTED BY: D. Rapier
TELEPHONE #: 865-2072

1. Insert brief description of proposal and requested Board action:

Executive Session: Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body. A.R.S. §38-431.03(A)(1)

2. Continued from meeting of:

Discussed in meeting of: December 8, 2020

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed

If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: _____

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!