

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlethe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, February 11, 2014 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Adopt Resolution 14-05 to designate the Bay Acres Townsite as a Colonia under the Cranston-Gonzales National Affordable Housing Act of 1990.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of January 28, 2014.

County Attorney

3. Approve the proposed settlement of the Tax Appeal in Flying H Ranch, LLC v. Cochise County, ST2013-000546, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Finance

4. Approve demands and budget amendments for operating transfers.

Housing Authority

5. Approve a Subcontract Agreement between the Housing Authority of Cochise County and Community Partnership of Southern Arizona for the Hogar Housing Program effective December 1, 2013 to September 30, 2014 in a not to exceed amount of \$81,116.91.
6. Approve a Subcontract Agreement between the Housing Authority of Cochise County and Community Partnership of Southern Arizona for the Casa Housing Program effective December 1, 2013 to June 30, 2014 in a not to exceed amount of \$97,000.

Workforce Development

7. Approve Amendment #13 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from July 1, 2013 to June 30, 2014.

PUBLIC HEARINGS

Community Development

8. Adopt Zoning Ordinance 14-03, a request to amend the Cochise County Zoning Regulations, Section 1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone.

ACTION

Board of Supervisors

9. Approve a \$5,000 assessment to the County Supervisors Association (CSA) building maintenance fund for fiscal year 13-14.

STATE & FEDERAL LEGISLATION

10. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability.

Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 02/11/2014

Adopt Resolution 14-__ to certify and designate Bay Acres Townsite as a Colonia

Submitted By: Lisa Marra, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: Lisa M. Marra **TITLE of PRESENTER:** Grants Director

Docket Number (If applicable):

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

Information

Agenda Item Text:

Adopt Resolution 14-05 to designate the Bay Acres Townsite as a Colonia under the Cranston-Gonzales National Affordable Housing Act of 1990.

Background:

Bay Acres Townsite north west of Douglas, Arizona is an unincorporated community within Cochise County, Arizona, which lacks a potable water supply, adequate sewage systems, and/or decent and safe sanitary housing, adequate roads and drainage and fits the criteria as being eligible as a Colonia under the Cranston-Gonzalez National Affordable Housing Act of 1990.

Designating the area as a Colonia will allow the County or others an opportunity to seek funding specific to Colonia areas.

Department's Next Steps (if approved):

Submit the application to package to the Arizona Dept. of Housing for review and anticipated approval of the area to be designated as a Colonia.

Impact of NOT Approving/Alternatives:

Bay Acres will not be designated as a Colonia and will lose the opportunity for designated funding opportunities that will arise in the future.

To BOS Staff: Document Disposition/Follow-Up:

Provide one recorded copy of Resolution.

Attachments

Resolution_Bay Acres Townsite for Colonia

Bay Acres map for Resolution

RESOLUTION 14-_____

DESIGNATING THE BAY ACRES TOWNSITE AREA AS A COLONIA WITHIN COCHISE COUNTY,
ARIZONA

WHEREAS, The Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub. L. 101-625, Nov. 28, 1990) (the Act) defines a colonia as any identifiable community (i.e., with defined boundaries) within 150 miles of the United States-Mexico border in Arizona, California, New Mexico and Texas, that was in existence before November 28, 1990, excluding metropolitan statistical areas with populations exceeding one million, that, on the basis of objective criteria, are determined to lack potable water supply, adequate sewage systems, or decent, safe and sanitary housing; and

WHEREAS, incorporated and unincorporated communities within Cochise County, Arizona, which lack potable water supplies, adequate sewage systems, and/or decent, safe and sanitary housing, adequate roads and drainage are eligible for designation as a Colonia; and

WHEREAS, designation as a Colonia is necessary before certain state and federal funds can be made available to improve infrastructure systems and housing within those communities; and,

WHEREAS, the Bay Acres Townsite area existed as a Colonia before November 28, 1990, lacking potable water supply, adequate sewage systems, or decent, safe and sanitary housing; and

WHEREAS, boundary map of Bay Acres Townsite is attached as Exhibit "A," incorporated herein,

NOW, THEREFORE, BE IT RESOLVED THAT, the Bay Acres Townsite area within Cochise County, is hereby designated as a Colonia because of the lack of an adequate potable water supply, adequate sewer system, and/or decent, safe and sanitary housing.

PASSED, APPROVED AND ADOPTED THIS ____DAY OF _____, 2014 BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY.

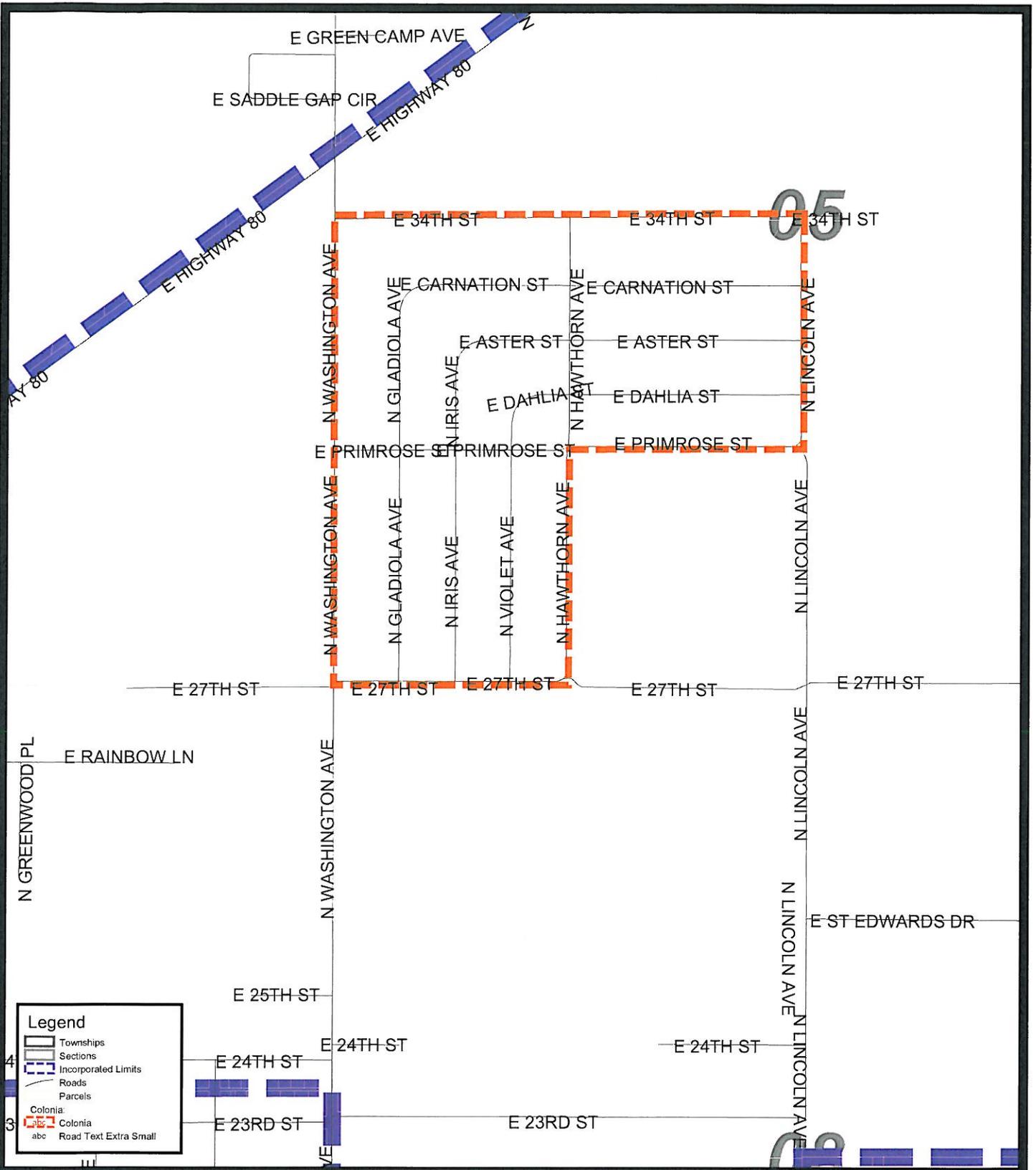
ANN ENGLISH, CHAIRMAN
COCHISE COUNTY BOARD OF SUPERVISORS

ATTEST:

ARLETHE RIOS, CLERK OF THE BOARD

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY



Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels

Colonia:
 abc Colonia
 Road Text Extra Small



Bay Acres Township
 Proposed Colonia
 Boundary
 1/29/14

This map is a product of the Cochise County GIS




Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of January 28, 2014.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

Attachments

Minutes

DRAFT

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS REGULAR MEETING HELD ON Tuesday, January 28, 2014

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, January 28, 2014 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Richard R. Searle, Vice-Chairman; Patrick G. Call, Supervisor
Staff: Michael J. Ortega, County Administrator; James E. Vlahovich, Deputy County
Present: Administrator; Adam Ambrose, Deputy Civil County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:00 a.m.

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

PLEDGE OF ALLEGIANCE

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CALL TO THE PUBLIC

Chairman English opened the call to the public.

Mr. Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman English closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 7, 2014.
2. Ratify approving a letter of support of the importation of tomato plantlets from Mexico for use in NatureSweet's Arizona greenhouses.

3. Approve the five year business plan for the Southeast Arizona Workforce Connection effective July 1, 2014 to June 30, 2017.
4. Approve the appointment of Mr. Nathan Watkins to the Planning & Zoning Commission for District 2 to a term beginning immediately until December 31, 2017.
5. Approve the re-appointment of Patrick Green to the Board of Adjustment for District 2 (BA-2) for a term beginning immediately until December 31, 2017.
6. Approve the appointments of the following person as Precinct Committee person for the Democrat Party of Cochise County: Precinct #27 SV Buffalo Soldier, Thomas P. Stoney.
7. Adopt Resolution 14-04 Requesting the Congress of the United States to immediately provide full funding for the Payment-In-Lieu-Of-Taxes (PILT) Program.

County Attorney

8. Approve the proposed settlement of the Tax Appeal in San Pedro Partners II, L.L.C. v. Cochise County, TX2013-000674 (Assessor parcel No. 123-47-203D), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Sheriff

9. Approve City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-12-2238 with a term of January 1, 2012 to December 31, 2013 and extension to January 31, 2014 providing a total of \$3,000 in overtime expenses.

Finance

10. Approve demands and budget amendments for operating transfers.

Warrants Nos. 75954-75968, 75971-76094, 76096-76120, 76122-76289, 76311-76486 were issued in the amount of \$3,037,290.96. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Law by George, PIIC	\$600.00
110	Naco West Nationwide Retirement Solution	23,20039
100	Patricia Edie	41.84
100	Daniel J. Hermendez	109.00
110	TIAA-CREF as agent for JP Morgan Chase	3874.00

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published.

Juvenile Probation

11. Approve the Intergovernment Agreement (IGA) between The Arizona Supreme Court, The Cochise County School Superintendent and The Cochise County Superior Court for FY13/14 governing title funds for use in the Cochise County Juvenile Detention Center for education programs and classrooms effective as of the date of execution of the agreement by all parties through June 30, 2015.

Vice-Chairman Searle moved to approve items 1-11 of the consent agenda. Supervisor Call seconded the motion. Chairman English called for the vote and it carried unanimously.

PUBLIC HEARINGS

Community Development

12. Adopt Zoning Ordinance 14-02, approving Docket Z-14-01, reverting the zoning district designation for parcels 106-15-094, -094B, -094C, & -094D to RU-4 from TR-36 and RU-2, pursuant to the request of Jeffery & Barbara Franz.

Mr. Peter Gardner, Planner I, presented this item using a PowerPoint presentation. Mr. Gardner gave the background and stated that the parcel was located in the Babocomari area and that the applicants were trying to sell some of the acreage they owned. He showed a map of the location and listed the factors in favor: new zoning would match area zoning; benefit low density development; and would remove the conditional zoning and allow properties to become residential properties. He noted that there were no factors against this action and that staff recommended approval.

Chairman English opened the public hearing.

No one chose to speak and Chairman English closed the public hearing.

Supervisor Call moved to adopt Zoning Ordinance 14-02, approving Docket Z-14-01, reverting the zoning district designation for parcels 106-15-094, -094B, -094C, & -094D to RU-4 from TR-36 and RU-2, pursuant to the request of Jeffery & Barbara Franz. Vice-Chairman Searle seconded the motion.

Chairman English called for the vote and it carried 3-0.

ACTION

Board of Supervisors

13. Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for funding of a Consultant to Promote Retention and Expansion of Missions of the U.S. Army at Fort Huachuca.

Mr. Michael J. Ortega, County Administrator, presented this item. Mr. Ortega said that this agreement allowed us to prepare for the Base Closure and Realignment Commission (BRAC) discussion in 2015. He stated that although the total cost had been broken down by fiscal year there was one basic rate for an 18-month period between the three separate entities.

Supervisor Call stated that the County had always been involved in the BRAC conversations due to the impact that it would have on the County's economy and supported this current effort.

Chairman English noted that changes being done at the fort presently were already affecting the County's economy and she supported any effort to be part of the conversation of the fort's

future impact.

Vice-Chairman Searle moved to approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for funding of a Consultant to Promote Retention and Expansion of Missions of the U.S. Army at Fort Huachuca. Supervisor Call seconded the motion.

Chairman English called for the vote and it carried 3-0.

STATE & FEDERAL LEGISLATION

14. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Mr. Ortega gave an update on the Payment in Lieu of Taxes (PILT) issue and noted that Senator McCain's Office confirmed that the PILT funds would be added to the Farm Bill which would impact the current fiscal year, but the concern is for the upcoming fiscal years especially due to the impact it would have on court and public safety services to the public.

Vice-Chairman Searle noted that projects on military bases, like the hotel at Fort Huachuca were also impacting tax revenues which meant that PILT funds were even more crucial.

Mr. Ortega also noted that the Highway User Revenue Fund discussion was ongoing and he expected the issue to be more prevalent for next year's budget.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Supervisor Call said he would be attending the Board Retreat later in the week.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Richard Searle

Vice-Chairman Searle said he had attended the meeting regarding the PILT issue with Senator McCain, he would be attending the Sierra Vista Metropolitan Planning Organization this week, and the Willcox Agricultural Day next week.

Chairman English adjourned the meeting at 10:27 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlthe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: **Recommendation:**

Document Signatures: **# of ORIGINALS** 0
Submitted for Signature:

NAME **TITLE**
of PRESENTER: **of PRESENTER:**

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Flying H Ranch, LLC v. Cochise County, ST2013-000546, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer timely filed a civil action in Arizona Tax Court asking for a significant reduction in value for nine parcels in tax year 2013. The Assessor valued these parcels at \$1,674,572.00. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for tax year 2013 should be lowered. The Assessor recommended a settlement offer to Plaintiff that lowers the full cash value and limited property value of the nine parcels as follows: 2013 Full Cash Value = \$986,075.00 2013 Limited Property Value = \$974,345.00 2014 Full Cash Value = \$986,075.00 2014 Limited Property Value = Calculated pursuant to Arizona Revised Statutes. The taxpayer has accepted the settlement offer. Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

The County would be subject to continued litigation and risks an Arizona Tax Court ruling in favor of the taxpayer that would significantly reduce the assessed value of the subject property and subject the County to paying Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

Partnership between Housing and Community Partnership for Southern Arizona

Submitted By: Anita Baca, Housing Authority

Department: Housing Authority

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve a Subcontract Agreement between the Housing Authority of Cochise County and Community Partnership of Southern Arizona for the Hogar Housing Program effective December 1, 2013 to September 30, 2014 in a not to exceed amount of \$81,116.91.

Background:

HUD recently mandated that mental health organizations who provide housing programs for Severely Mentally Ill (SMI) tenants must team up with Public Housing Authorities to administer certain parts of the housing programs. HACC will be conducting Housing Quality Standards inspections and rental integrity according to the individual's income and circumstances as well as the HUD guidelines. In addition, HACC is providing the Housing Assistance Payment which is reimbursed on a monthly basis by CPSA. CPSA is paying HACC the HUD admin fees based on the number of units leased up monthly. Mental health case managers are present during inspections.

Department's Next Steps (if approved):

If approved, HACC will proceed with entering into landlord/tenant agreements and the terms of the contract.

Impact of NOT Approving/Alternatives:

If the board does not approve, this would jeopardize the housing of the Severely Mentally Ill (SMI) population due to the mandate by HUD that mental health agencies team up with Public Housing Authorities to administer the housing portion of the case management.

To BOS Staff: Document Disposition/Follow-Up:

No follow up would be necessary at this time.

Attachments

Housing Subcontract Agreement Hogar Project



1. "CPSA": Community Partnership of Southern Arizona
4575 E. Broadway Blvd.
Tucson, AZ 85711
Neal Cash, President/Chief Executive Officer

2. "CONTRACTOR": The Housing Authority of Cochise County
100 Clawson Ave. 1st Floor
P.O. Box 167
Bisbee, Arizona 85603
Anita M. Baca, Executive Director & Jennifer Ryan, Chair

A. PURPOSE

Hogar Supportive Housing Project is a permanent housing program funded through the Department of Housing and Urban Development (HUD) and is authorized by Title IV of the Stewart B. McKinney Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009. Hogar Project is designed to link rental assistance to supportive services for literally homeless individuals with disabilities, primarily who have been diagnosed with a serious mental illness (SMI); have addiction disorders or both. The housing and support services provided through this program are designed to integrate an individual into the community, to provide appropriate support, and to enhance the individual's and/or family's ability to reach self-sufficiency.

Hogar Project is administered through the Arizona Department of Housing (ADOH). ADOH is the recipient of this grant and Community Partnership of Southern Arizona (CPSA) is the sub recipient. CPSA is responsible for providing, directly or through subcontracted arrangements, rental assistance and housing support services to persons meeting homeless and other eligibility criteria and their families. . CPSA Subcontracts with The Housing Authority of Cochise County as the Rental Assistance Administrator and Compass-SAMHC as the housing support service provider

B. CONTRACT TERM

The term of this Subcontract begins on December 1, 2013 and shall remain in full force and effect, subject to the terms hereof, until September 30, 2014, unless sooner terminated as provided herein.

C. TERMS OF THE HOGAR PROJECTSUBCONTRACT

The tenant-based Hogar Project is designed to provide the Participant the greatest flexibility in locating and securing his/her own housing unit. The Participant shall select a unit that does not exceed fair market rents (utilities included) and meets compliance with the Housing Quality Standards (HQS) inspection, the safety standard set by the Department of Housing and Urban Development as acceptable for the passing or failure of a unit.

1. Contractor shall:

- a. Effective December 1, 2013 serve as the Rental Assistance Administrator and provide administration of rental assistance for Hogar Project for a minimum of sixteen (16) dwelling units in Cochise County and Santa Cruz County. CPSA may increase the number of dwelling units assigned if funding is available. HACC is not expected to add participants if funding amount has reached capacity.



- b. Schedule and perform rental assistance administration including rental payments, Housing Quality Standards (HQS) inspections and Rent Reasonable Certifications (RRC) for new units, annual renewals, and special circumstances.

Note: No Compass-SAMHC Housing Liaison is required to be present during the initial HQS Inspections.

- c. Complete Tenant Income Certifications (TIC) and related forms.
- d. Execute Housing Assistance Payments contracts with the landlords, and assist Participants with tenant and landlord lease signing.
- e. Conduct annual recertifications of Participant and unit eligibility.

Note: It is preferred that a Compass-SAMHC Housing Liaison is present during recertifications and special request HQS Inspections.

- f. Establish and maintain relations with local landlords and property managers.
- g. Notify the Compass-SAMHC Housing Liaison immediately if a member has any challenges while in housing.
- h. Submit monthly requisition and reporting form.

2. CPSA shall:

- a. Oversee operations of the entire program and report activities to Arizona Department of Housing (ADOH).
- b. Coordinate activities with Compass-SAMHC for outreach, participant applications and housing supports.
- c. Make monthly reports to ADOH as required by the CoC rules and regulations.
- d. Approve program applicants and participant exits.
- e. May increase the number of dwelling units assigned if funding is available.
- f. Receive Request for Payment form, and any supporting documentation.
- g. Submit Annual Performance Report to ADOH.

3. CPSA has contracted with Compass-SAMHC to perform the following duties under HOGAR Project:

- a. Assist the Participant with the application process: Compass-SAMHC will send CPSA the Participant's initial application paperwork (SMI and/or disability determination, homeless certification, housing program agreement, release of information and enrollment form).
- b. Assist the Participant when selecting housing unit, if needed.
- c. Coordinate with HACC to complete the HQS Inspections, RRC, Tenant Income Certification and tenant lease. No Compass-SAMHC Housing Liaison is required to be present during initial inspections. It is preferred that a Compass-SAMHC Housing Liaison is present during recertifications and special request HQS Inspections.
- d. Obtain Recertification paperwork that includes Program Agreement, Authorization for Disclosure of PHI, ADOH Housing Program Participant Satisfaction Survey, Release of Information for HMIS (if needed), Completed and entered HMIS Self-Sufficiency Matrix, Updated ISP.
- e. Outreach to Cenpatico providers explaining the program and announcing program openings.



- f. Attend Cenpatico Housing Quarterly, Balance of State, CPSA and HACC housing meetings or meetings as needed.
- g. Complete exit documentation.
- h. Maintain files including updated ISP and copies of all communication with Participant, Participant's case manager and HACC.

4. New Participant Eligibility:

Compass-SAMHC will determine the eligibility of new participants. The prospective Participant must meet the following criteria:

- 1. Enrolled as a Cenpatico member.
- 2. Homeless (Category 1), as defined by HUD Guidelines, with a diagnosis of permanent disability.
- 3. Able to maintain independence in the community with appropriate supportive services.
 - i. Allow a Compass-SAMHC representative to be on the participant's Cenpatico's behavioral health care team.

5. Payment Terms:

On a monthly basis, the Contractor is required to submit a Monthly Requisition and Reporting Form (Attachment B) detailing the name, address, and social security number of each program Participant along with the amount of HAP payment, security/application costs and damages and vacancy loss expenses incurred by the Participant.

CPSA will make payment to the Contractor for the rental assistance as outlined and agreed to in this Subcontract. Payment terms will be as follows:

Lump Sum Payment for December 2013	\$16,000.00
December 2013 –September 2014	Monthly reimbursement for actual costs, and administrative fees as reported on the Monthly Requisition and Reporting Form and Payment Request Form.
Payment Remittance:	Housing Authority of Cochise County PO Box 167 Bisbee, AZ 85603

Total reimbursement maximum for the period of December 1, 2013 through September 30, 2014 is \$81,116.91



6. Payable Expenses:

- a. Rental Assistance: The remaining amount of the contract rent (including utility allowance) after the Participant has paid his/her portion. If a program Participant enters the program without an income, the full contract amount will be reimbursed.
- b. Security Deposits: The grant funds will reimburse up to one (1) month's contracted rent amount. A security deposit can only be paid once per Participant.
- c. Application Fee: The grant can pay an application fee if the tenant moves into the unit. The security deposit plus the application fee cannot exceed an amount equal to one month's contract rent. Application fees are to be included in the security deposit column when submitting billing for reimbursement.
- d. Damages: The grant allows for damages up to one (1) month's contracted rent and shall be noted under "damages/deposit" on the billing statement. This shall be paid only once per tenant.
- e. Vacancy Loss: In the event that a Participant leaves the Hogar Project and vacates the property before the terms of the lease expire, grant funds not to exceed one (1) month's contracted rent may be utilized to pay for vacancy loss. Vacancy loss does not include a separate utility allowance. Vacancy loss can only be paid once per Participant.
- f. Rent Increases: Contractor shall obtain written documentation from the landlord of the date and amount of the rent increase. Contractor's HQS Inspections inspector will document that the housing unit remains rent reasonable with the increase.
- g. Administrative fees: Contractor will be reimbursed for \$52.58 x number of units leased /per month.

D. PROGRAM REQUIREMENTS

1. Each Participant of HUD Supportive Housing programs must pay rent in accordance with Section 3(a)(1) of the U.S. Housing Act of 1937, which is the highest of:
 - i. Thirty percent (30%) of the individual's gross monthly income minus adjustments (adjustment factors include disability and medical expenses); or
 - ii. Ten percent (10%) of the individual's gross monthly income
2. **Reporting Requirements**: Contractor will submit to the CPSA Housing Department on a monthly basis, by the 5th working day of the month, the Monthly Requisition and Reporting Form (Attachment B). Documentation (Hogar Project paperwork) to include leases and Tenant Income Certifications.
3. Contractor agrees to comply with the provisions contained in the CoC Rules and Regulations and any revisions thereto.
4. **Participant Termination**: Prior to making the final determination on an exit of a Participant from a HUD Supportive Housing Program, Compass-SAMHC in collaboration with Contractor will notify CPSA in writing to explain the circumstances leading up to the possible termination and the attempts made to resolve the situation.
5. **Subjection of Subcontract Agreement**: The terms of this Subcontract shall be subject to the applicable material terms and conditions of the contract existing between CPSA and the State of Arizona Department of Housing for the Hogar Project.



E. ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

Contractor agrees to administer rental assistance to all Participants regardless of acuity and including those who are diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or who are HIV Infected.

F. PAYMENT

CPSA will render payment within fifteen (15) days of receipt of complete and accurate monthly reports, request for payment forms, and all supporting documentation. If CPSA has not received the Contractor's monthly reporting requirements by the fifth (5th) working day following billing month end, CPSA will withhold all payments until the delinquent reports and supporting documentation are received. Payment will be withheld if the Contractor is out of compliance with this contract or regulations implementing Supportive Housing Programs in the Code of Federal Regulations at 24 CFC 583.100 – 583.500.

G. AVAILABILITY OF FUNDS

Payments made by CPSA to the Contractor pursuant to this Subcontract are conditioned upon the availability of funds to the Arizona Department of Housing and in turn to CPSA from the Arizona Department of Housing of funds authorized for expenditure in the manner and for the purposes provided herein. Neither CPSA nor the ADOH shall be liable for any purchases or obligations incurred by the Contractor in anticipation of such funding. The two previous sentences shall not, however, relieve CPSA from any obligation to pay for services once and to the extent same are rendered pursuant to this Subcontract. All of Contractor's obligations in this Agreement are contingent upon receipt and availability of funds. Contractor's financial obligations pursuant to this Agreement shall not exceed the amount of funds received.

H. TERMINATION OF SUBCONTRACT

1. Termination:

- a. Termination Upon Mutual Agreement: This Subcontract may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement.
- b. Termination for Convenience: CPSA and the Contractor, in addition to other rights set forth elsewhere in this Subcontract, reserve the right to terminate this Subcontract in whole or in part, without cause, effective 60 days after mailing written notice of termination, by certified mail, return receipt requested.
- c. Termination for Default: CPSA, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if CPSA determines that the Contractor has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members or personnel of the Contractor).

Likewise, Contractor, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if Contractor determines that the CPSA has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members).



d. Continuing Performance: The Contractor shall continue the performance of this Subcontract to the extent not terminated under the provisions of this Section.

I. SUSPENSION/DEBARMENT

CPSA may also terminate this Subcontract in whole or in part if, during the term of this Subcontract, the Contractor is listed on the Master List of Debarments, Suspensions and Voluntary Exclusions maintained pursuant to Arizona Administrative Code Section R2-7-933. In such case, CPSA shall transmit written notice of termination to the Contractor by certified mail, return receipt requested, and this Subcontract shall be terminated effective upon receipt thereof by the Contractor or such later date as is specified in the notice.

J. MAINTENANCE AND AVAILABILITY OF RECORDS

Pursuant to A.R.S. 35-214 the Contractor shall maintain and retain all books, accounts, reports, files and other records related to this Agreement for a period of five years following contract expiration and termination. Such records shall be furnished and available for inspection at all reasonable times during the period specified above by the U.S. Department of Housing and Urban Development, the Controller General of the United States, the State of Arizona or any authorized representative of the Housing.

K. AUDIT

Contractor shall assist CPSA in complying with Federal audit requirements set forth in 24 CFR Part 84, and State requirements set forth in A.R. S. 35-181.03.

L. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement

M. OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by the Arizona Department of Housing for Hogar Project activities are solely from federal funds made available to Housing for this purpose.

N. INDEMNIFICATION

Contractor shall indemnify, defend and save harmless, CPSA, ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suites, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by CPSA, ADOH or the State of Arizona on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of the Agreement, to arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability compensation claims of employees of Recipient or its subcontractors or claims under similar laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of CPSA, ADOH, the State of Arizona or its employees.



O. UNALLOWABLE USE OF FUNDS

Contractor, its officers, employees and agents, shall not utilize any federal funds under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

P. INTEREST OF ARIZONA DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of HACC or CPSA and no employee, agent, consultant, officer, or public official of the Contractor who exercise or have exercised any functions or responsibilities with respect to activities assisted hereunder, may obtain a financial interest or benefit from any activity assisted hereunder, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter.

Q. NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the American with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

R. APPENDICES/SCHEDULES/ATTACHMENTS:

1. Schedules:

Schedule I: Contract Deliverables

2. Attachment A: Definitions

Attachment B: Monthly Requisition and Reporting Form

Attachment B1: Hogar Payment Request Form 2013

Attachment C: HACC Application Checklist Form

Attachment D: Annual Recertification Checklist Form

3. Online Resources:

Resource 1: CPSA Housing Manual. Retrieved from

<http://www.cpsaarizona.org/providers/Pages/Housing.aspx>

S. ENTIRE AGREEMENT

This Subcontract and its attachments, including all amendments, modification and material incorporated by reference, shall constitute the entire agreement between the parties, and supersedes all other understandings, oral or written.



T. BINDING EFFECT

This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

RBHA:	Community Partnership of Southern Arizona
Signature:	
Print Name and Title:	Neal Cash, President/Chief Executive Officer
Date:	
CONTRACTOR:	The Housing Authority of Cochise County
Signature:	<i>Jennifer Ryan</i> Vice Chair
Print Name and Title:	Jennifer, "Ginger" Ryan, Chair, Housing Authority
Date:	1-16-14
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Ann English, Chair
Date:	
Attest:	
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Arlenthe Rios, Clerk
Date:	



T. BINDING EFFECT

This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

RBHA:	Community Partnership of Southern Arizona
Signature:	
Print Name and Title:	Neal Cash, President/Chief Executive Officer
Date:	
CONTRACTOR:	The Housing Authority of Cochise County
Signature:	<i>Jennifer Ryan Vice Chair</i>
Print Name and Title:	Jennifer, "Ginger" Ryan, Chair, Housing Authority
Date:	<i>1-16-14</i>
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Ann English, Chair
Date:	
Attest:	
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Arlenthe Rios, Clerk
Date:	



**SCHEDULE I
CONTRACT DELIVERABLES**

Community Partnership of Southern Arizona				
Reference	Deliverable	Due Date	Submit to	Form Required (x)
Hogar Contract	<ul style="list-style-type: none"> Monthly Requisition and Reporting Form Hogar Payment Request Form 	By the 5th working day following month end	CPSA Housing	X
Hogar Contract	Documentation <ul style="list-style-type: none"> Lease Tenant Income Certification (TIC) 	By the 5th working day following month end	CPSA Housing	X



ATTACHMENT A
Definitions

As used throughout this Subcontract, the following terms shall have the meanings set forth:

1. **"RBHA"** means Regional Behavioral Health Authority.
2. **"Shall"** means what is mandatory.
3. **"Literally Homeless (Category 1)"** (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
4. **Homeless Individual with a Disability**
(A) **IN GENERAL.**—The term 'homeless individual with a disability' means an individual who is homeless, as defined in section 103, and has a disability that—
 - (i) (I) is expected to be long-continuing or of indefinite duration;
 - (II) substantially impedes the individual's ability to live independently;
 - (III) could be improved by the provision of more suitable housing conditions; and
 - (IV) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;
 - (ii) is a developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002); or
 - (iii) is the disease of acquired immunodeficiency syndrome or any condition rising from the etiologic agency for acquired immunodeficiency syndrome.
(B) **RULE**—Nothing in clause (iii) of subparagraph (A) shall be construed to limit eligibility under clause (i) or (ii) of subparagraph (A).
5. **"RRC"** means Rent Reasonable Certification, the procedure to determine that rent and utilities for a particular unit does not exceed the rents determined by HUD to be fair, or rents being charged for comparable space not being assisted.
6. **"Applicant"** refers to a person in the process of applying for rental assistance with CPSA. A person is considered an Applicant until their eligibility for participation in this housing assistance Program is verified by CPSA.



7. **"Compass-SAMHC"** refers to the entity responsible for coordinating the referral of Applicants from PNO's to the housing program and establishing, monitoring and directing the Wait List for the program.
8. **"Contract rent"** refers to the full monthly market rent of a unit.
9. **"CPSA"** refers to the entity that prospectively rents to a Program Participant.
10. **"HAP"** refers to a Housing Assistance Payment, which is the amount of money the HACC pays in rent on behalf of a Program Participant.
11. **"Housing Assistance Program" or "Program"** refers to the rental assistance program operated under the jurisdiction of the HACC.
12. **"HQS"** refers to Housing Quality Standards, which are rules set by HUD defining minimum standards of habitability.
13. **"Participant"** refers to a person who has been approved for enrollment in and is either currently receiving rental assistance or is seeking assisted housing.
14. **"Provider Network Organization or PNO "** refers to a Cenpatico contracted mental health services provider agency that submits applications for housing assistance programs to CPSA on behalf of its clients and provides supportive services to said Participant to assist with establishing sustainability in permanent supportive housing.
15. All programs formerly called SPC, S + C, SHP, Shelter Plus Care and/or Supportive Housing Programs have been consolidated and are now called Continuum of Care Programs (CoC).
16. **"Rental Assistance Administrator"** Rental assistance must be administered by a State, unit of general local government, or a public housing agency.
17. **"TTP" or "tenant rent"** refers to the Total Tenant Payment, i.e., the share of rent for which a Program Participant is responsible and which is not paid by HUD CoC Program.



**COMMUNITY
PARTNERSHIP**
of Southern Arizona

HOUSING SUBCONTRACT AGREEMENT

HOGAR PROJECT

THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)

CONTRACT: JHACC

FY13/14

ATTACHMENT B

Form – HOGAR Monthly Roster and Payment Request

ATTACHMENT B

Agency: COMPASS
 Program: HOGAR COC
 Address: 2475 N Jackrabbit Ave., Tucson, AZ 85745

Aug-13
 Joe Ochoa
 520-882-5608 x 1021

Client Number (ISS#)	Client Name	Comprehensive Service Provider (CSP)	Application Approval Date	Lease Start Date	Lease End Date	Unit Address	Date Client Entry was Entered into IMIS	Exit Date	Reason for Exit	Date Client Exit was Entered into IMIS
Cochise County										
Santa Cruz County										
TOTAL										

Agency Authorized Signature: _____
 CPSA Authorized Signature: _____

ADMIN FEE	\$244.00
TOTAL REQUEST	\$244.00



**COMMUNITY
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of Southern Arizona

HOUSING SUBCONTRACT AGREEMENT

HOGAR PROJECT

THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)

CONTRACT: JHACC

FY13/14

ATTACHMENT B.1

Form – HOGAR Payment Request



**COMMUNITY
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of Southern Arizona

HOUSING SUBCONTRACT AGREEMENT

HOGAR PROJECT

THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)

CONTRACT: JHACC

FY13/14

ATTACHMENT C

**Checklist – Initial Application
Casas Primeras and Hogar CoC Programs**

Attachment C

CHECKLIST - INITIAL APPLICATION
Casas Primeras and Hogar COC

Applicant Name: _____

Housing Program: _____ Provider Agency: Compass

Required Forms

- Participant Enrollment
- Homeless Certification
- Rental Assistance Application
- Program Agreement

Required Documentation

- Documentation of Homelessness
- Disability Verification

Other Forms That May Be Necessary

- Additional Adult in Household
 - Additional Child in Household
-
-

AGENCY APPLICATION REVIEWER

DATE



**COMMUNITY
PARTNERSHIP**
of Southern Arizona

HOUSING SUBCONTRACT AGREEMENT

HOGAR PROJECT

THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)

CONTRACT: JHACC

FY13/14

ATTACHMENT D

**Annual Recertification Checklist Cover
Casas Primeras and Hogar CoC Programs**

Attachment D

**2013-4 HOUSING
ANNUAL RECERTIFICATION CHECKLIST
Casas Primas and Hogar COC Programs Only**

Tenant Name: _____

Program: _____ Agency: HACC

Required forms:

- Notice of Change
- Tenant Income Certification
- Verification of Income (for each member of the household 18 or older)
- Authorization for Disclosure of PHI

Forms that may also be required:

- Additional Adult in Household
- Additional Child in Household
- Certification of No Income (for each member of the household 18 or older)
- No Income Questionnaire (for each member of the household 18 or older)
- Certification of Support Payments (received)
- Medical Expense Allowances and Worksheet
- Medical Expenses Certification
- Certification of Non-Regular Employment form
- Certification of Self-Employment form

Required documents that are not sent to CPSA:

- Copy of Notice of Change provided to tenant

AGENCY APPLICATION REVIEWER

DATE

CPSA APPLICATION REVIEWER

DATE



**COMMUNITY
PARTNERSHIP**
of Southern Arizona

HOUSING SUBCONTRACT AGREEMENT

HOGAR PROJECT

THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)

CONTRACT: JHACC

FY13/14

ATTACHMENT E

**Form Annual Recertification Checklist
Casas Primeras and Hogar CoC Programs**

ATTACHMENT E

2013-14 HOUSING
ANNUAL RECERTIFICATION CHECKLIST
Casas Primeras and Hogar COC Programs

Tenant Name: _____

Program: _____ Agency: COMPASS

Required forms:

- Authorization for Disclosure of PHI (COMPASS Only)

Forms that may also be required:

- Program Agreement (signed by each member of the household 18 or older)
 ADOH Housing Program Participant Satisfaction Survey

Required documents that are not sent to CPSA:

- Release of Information for HMIS (if not already submitted)
 Completed and entered HMIS Self-Sufficiency Matrix
 Updated Individual Service Plan (ISP)

AGENCY APPLICATION REVIEWER

DATE

CPSA APPLICATION REVIEWER

DATE



**COMMUNITY
PARTNERSHIP**
of Southern Arizona

HOUSING SUBCONTRACT AGREEMENT

HOGAR PROJECT

THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)

CONTRACT: JHACC

FY13/14

ATTACHMENT F

**Form W-9
Request for Taxpayer
Identification Number and Certification**

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																						
<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 15px;"> </td><td style="width: 15px;"> </td><td style="width: 15px;"> </td><td style="width: 15px;"> </td></tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 15px;"> </td><td style="width: 15px;"> </td></tr> </table>							-	<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 15px;"> </td><td style="width: 15px;"> </td></tr> </table>								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number																				
<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 15px;"> </td><td style="width: 15px;"> </td></tr> </table>									-	<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 15px;"> </td><td style="width: 15px;"> </td></tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**HOUSING SUBCONTRACT AGREEMENT
CASAS PRIMERAS PROJECT
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

CONTRACT: JCPHACC

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1. **"CPSA":** Community Partnership of Southern Arizona
4575 E. Broadway Blvd.
Tucson, AZ 85711
Neal Cash, President/Chief Executive Officer
2. **"CONTRACTOR":** The Housing Authority of Cochise County
100 Clawson Ave. 1st Floor
P.O. Box 167
Bisbee, Arizona 85603
Anita M. Baca, Executive Director & Jennifer Ryan, Chair

A. PURPOSE

1. Casas Primeras Supportive Housing Continuum of Care (CoC) is a permanent housing program funded through the Department of Housing and Urban Development (HUD) and is authorized by Title IV of the Stewart B. McKinney Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009. Casas Primeras Project is designed to link rental assistance to supportive services for hard-to-serve chronically homeless individuals with disabilities, primarily who have been diagnosed with a serious mental illness (SMI), have addiction disorders or both. The housing and support services provided through this program are designed to integrate an individual into the community, to provide appropriate support, and to enhance the individual and/or family's ability to reach self-sufficiency.
2. Casas Primeras Project is administered through the Arizona Department of Housing (ADOH). ADOH is the recipient of this grant and Community Partnership of Southern Arizona (CPSA) is the subrecipient. CPSA is responsible for providing, directly or through subcontracted arrangements, rental assistance and housing support services to individuals and families meeting chronically homeless and other eligibility criteria. CPSA Subcontracts with The Housing Authority of Cochise County as the Rental Assistance Administrator, and Compass-SAMHC as the housing support service provider.

B. CONTRACT TERM

The term of this Subcontract begins on December 1, 2013 and shall remain in full force and effect, subject to the terms hereof, until June 30, 2014, unless sooner terminated as provided herein.

C. TERMS OF THE CASAS PRIMERAS PROJECT SUBCONTRACT

The tenant-based Casas Primeras Project is designed to provide the Participant the greatest flexibility in locating and securing his/her own housing unit. The Participant shall select a unit that does not exceed fair market rents (utilities included) and meets compliance with the Housing Quality Standards (HQS) inspection, the safety standard set by the Department of Housing and Urban Development as acceptable for the passing or failure of a unit. The Participant will sign the lease of the selected unit once all qualifiers have been met.



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1. Contractor shall:

- a. Effective December 1, 2013 the Contractor, will serve as the Rental Assistance Administrator and agrees to provide administration of rental assistance for Casas Primeras Project for a minimum of twenty-two (22) dwelling units in Cochise County. CPSA may increase the number of dwelling units assigned if funding is available. HACC is not expected to add participants if funding amount has reached capacity
- b. Schedule and perform rental assistance administration including rental payments, Housing Quality Standards (HQS) Inspections and Rent Reasonable Certifications (RRC) for new units, annual renewals, and special circumstances.
Note: No Compass-SAMHC Housing Liaison is required to be present during the initial HQS Inspections.
- c. Complete Tenant Income Certifications (TIC) and related forms.
- d. Execute Housing Assistance Payments contracts with the landlords, and assist Participants with tenant and landlord lease signing.
- e. Conduct annual recertifications of Participant and unit eligibility.
Note: It is preferred that a Compass-SAMHC Housing Liaison is present during recertification and special request HQS Inspections.
- f. Establish and maintain relations with local landlords and property managers.
- g. Notify the Compass-SAMHC Housing Liaison immediately if a member has any challenges while in housing.
- h. Submit monthly requisition and reporting form.

2. CPSA shall:

- a. Oversee operations of the entire program and report activities to Arizona Department of Housing (ADOH).
- b. Coordinate activities with Compass-SAMHC for outreach, participant applications and housing.
- c. Make monthly reports to ADOH as required by the CoC rules and regulations.
- d. Approve program applicants and participant exits.
- e. Receive Request for Payment form, and any supporting documentation
- f. CPSA may increase the number of dwelling units assigned if funding is available.
- g. Submit Annual Performance Report (APR) to ADOH.

3. CPSA has contracted with Compass-SAMHC to perform the following duties under Casas Primeras Project:

- a. Assist the Participant with the application process: Compass-SAMHC will send CPSA the Participant's initial application paperwork (SMI and/or disability determination, homeless certification, housing program agreement, release of information and enrollment form).



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- b. Assist the Participant when selecting housing unit, if needed.
- c. Coordinate with HACC to complete the HQS Inspections, RRC, Tenant Income Certification and tenant lease. No Compass-SAMHC Housing Liaison is required to be present during initial inspections. It is preferred that a Compass-SAMHC Housing Liaison is present during recertification and special request HQS Inspections.
- d. Obtain Recertification paperwork that includes Program Agreement, Authorization for Disclosure of PHI, ADOH Housing Program Participant Satisfaction Survey, Release of Information for HMIS (if needed), Completed and entered HMIS Self-Sufficiency Matrix, Updated ISP.
- e. Outreach to Cenpatico providers explaining the program and announcing program openings.
- f. Attend Cenpatico Housing Quarterly, Balance of State, CPSA and HACC housing meetings or meetings as needed.
- g. Complete exit documentation.
- h. Maintain files including updated ISP and copies of all communication with Participant, Participant's case manager and HACC.

4. New Participant Eligibility

Compass-SAMHC will determine the eligibility of the new participants. The prospective Participant must meet the following criteria:

- a. Enrolled as a Cenpatico member.
- b. Chronically homeless, as defined by HUD Guidelines, with a diagnosis of serious mental illness, co-occurring diagnosis of serious mental illness/substance abuse, or disabling substance abuse; and
- c. Able to maintain independence in the community with appropriate supportive services.
 - i. Allow a Compass-SAMHC representative to be on the participant's Cenpatico's behavioral health care team.

5. Payment Terms

On a monthly basis, the Contractor is required to submit a Monthly Requisition and Reporting Form (Attachment B) detailing the name, address, and social security number of each program Participant along with the amount of HAP payment, security/application costs and damages and vacancy loss expenses incurred by the Participant.

CPSA will make payment to the Contractor for the rental assistance as outlined and agreed to in this Subcontract. Payment terms will be as follows:

Lump Sum Payment for December 2013	\$24,000.00
December 2013 –June 2014	Monthly reimbursement for actual costs, and administrative fees as reported on



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Payment Remittance:

the Monthly Requisition and Reporting
Form

Housing Authority of Cochise County
PO Box 167
Bisbee, AZ 85603

Total reimbursement maximum for the period of December 1, 2013 through June 30, 2014 is \$97,000.

6. Payable Expenses:

- a. Rental Assistance: The remaining amount of the contract rent (including utility allowance) after the Participant has paid his/her portion. If a program Participant enters the program without an income, the full contract amount will be reimbursed.
- b. Security Deposits: The grant funds will reimburse up to one (1) month's contracted rent amount. A security deposit can only be paid once per Participant.
- c. Application Fee: The grant can pay an application fee if the tenant moves into the unit. The security deposit plus the application fee cannot exceed an amount equal to one month's contract rent. Application fees are to be included in the security deposit column when submitting billing for reimbursement.
- d. Damages: The grant allows for damages up to one (1) month's contracted rent and shall be noted under "damages/deposit" on the billing statement. This shall be paid only once per tenant.
- e. Vacancy Loss: In the event that a Participant leaves the Casas Primeras Project and vacates the property before the terms of the lease expire, grant funds not to exceed one (1) month's contracted rent may be utilized to pay for vacancy loss. Vacancy loss does not include a separate utility allowance. Vacancy loss can only be paid once per Participant.
- f. Rent Increases: Contractor shall obtain written documentation from the landlord of the date and amount of the rent increase. Contractor's HQS Inspections inspector will document that the housing unit remains rent reasonable with the increase.
- g. Administrative fees: Contractor will be reimbursed for \$52.58 x number of units leased /per month.

D. PROGRAM REQUIREMENTS

1. Each Participant of HUD Supportive Housing programs must pay rent in accordance with Section 3(a)(1) of the U.S. Housing Act of 1937, which is the highest of:
 - i. Thirty percent (30%) of the individual's gross monthly income minus adjustments (adjustment factors include disability and medical expenses); or
 - ii. Ten percent (10%) of the individual's gross monthly income



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2. **Reporting Requirements:** Contractor will submit to the CPSA Housing Department on a monthly basis, by the 5th working day of the month, the Monthly Requisition and Reporting Form (Attachment B). Documentation (Casas Primeras Project paperwork) to include leases and Tenant Income Certifications.
3. Contractor agrees to comply with the provisions contained in the CoC Rules and Regulations and any revisions thereto.
4. **Participant Termination:** Prior to making the final determination on an exit of a Participant from a HUD Supportive Housing Program, Compass-SAMHC in collaboration with HACC will notify CPSA in writing to explain the circumstances leading up to the possible termination and the attempts made to resolve the situation.
5. **Subjection of Subcontract Agreement:** The terms of this Subcontract shall be subject to the applicable material terms and conditions of the contract existing between CPSA and the State of Arizona Department of Housing for the Casas Primeras Project.

E. ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

Contractor agrees to administer rental assistance to all Participants regardless of acuity and including those who are diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or who are HIV Infected.

F. PAYMENT

CPSA will render payment within fifteen (15) days of receipt of complete and accurate monthly reports, request for payment forms, and all supporting documentation. If CPSA has not received the Contractor's monthly reporting requirements by the fifth (5th) working day following billing month end, CPSA will withhold all payments until the delinquent reports and supporting documentation are received. Payment will be withheld if the Contractor is out of compliance with this contract or regulations implementing Supportive Housing Programs in the Code of Federal Regulations at 24 CFC 583.100 – 583.500.

G. AVAILABILITY OF FUNDS

Payments made by CPSA to the Contractor pursuant to this Subcontract are conditioned upon the availability of funds to the Arizona Department of Housing and in turn to CPSA from the Arizona Department of Housing of funds authorized for expenditure in the manner and for the purposes provided herein. Neither CPSA nor the ADOH shall be liable for any purchases or obligations incurred by the Contractor in anticipation of such funding. The two previous sentences shall not, however, relieve CPSA from any obligation to pay for services once and to the extent same are rendered pursuant to this Subcontract. All of Contractor's obligations in this Agreement are contingent upon receipt and availability of funds. Contractor's financial obligations pursuant to this Agreement shall not exceed the amount of funds received.



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H. TERMINATION OF SUBCONTRACT

1. Termination:

- a. Termination Upon Mutual Agreement: This Subcontract may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement.
- b. Termination for Convenience: CPSA and the Contractor, in addition to other rights set forth elsewhere in this Subcontract, reserve the right to terminate this Subcontract in whole or in part, without cause, effective 60 days after mailing written notice of termination, by certified mail, return receipt requested.
- c. Termination for Default: CPSA, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if CPSA determines that the Contractor has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members or personnel of the Contractor).

Likewise, Contractor, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if Contractor determines that the CPSA has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members).

- d. Continuing Performance: The Contractor shall continue the performance of this Subcontract to the extent not terminated under the provisions of this Section.

I. SUSPENSION/DEBARMENT

CPSA may also terminate this Subcontract in whole or in part if, during the term of this Subcontract, the Contractor is listed on the Master List of Debarments, Suspensions and Voluntary Exclusions maintained pursuant to Arizona Administrative Code Section R2-7-933. In such case, CPSA shall transmit written notice of termination to the Contractor by certified mail, return receipt requested, and this Subcontract shall be terminated effective upon receipt thereof by the Contractor or such later date as is specified in the notice.

J. MAINTENANCE AND AVAILABILITY OF RECORDS

Pursuant to A.R.S. 35-214 the Contractor shall maintain and retain all books, accounts, reports, files and other records related to this Agreement for a period of five years following contract expiration and termination. Such records shall be furnished and available for inspection at all reasonable times during the period specified above by the U.S. Department of Housing and Urban Development, the Controller General of the United States, the State of Arizona or any authorized representative of the Housing.



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K. AUDIT

Contractor shall assist CPSA in complying with Federal audit requirements set forth in 24 CFR Part 84, and State requirements set forth in A.R. S. 35-181.03.

L. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement

M. OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by the Arizona Department of Housing for Casas Primeras Project activities are solely from federal funds made available to Housing for this purpose.

N. INDEMNIFICATION

Contractor shall indemnify, defend and save harmless, CPSA, ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suites, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by CPSA, ADOH or the State of Arizona on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of the Agreement, to arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability compensation claims of employees of Recipient or its subcontractors or claims under similar laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of CPSA, ADOH, the State of Arizona or its employees.

O. UNALLOWABLE USE OF FUNDS

Contractor, its officers, employees and agents, shall not utilize any federal funds under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

P. INTEREST OF ARIZONA DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of HACC or CPSA and no employee, agent, consultant, officer, or public official of the Contractor who exercise or have exercised any functions or responsibilities with respect to activities assisted hereunder, may obtain a financial interest or benefit from any activity assisted hereunder, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter.



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Q. NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the American with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

R. APPENDICES/SCHEDULES/ATTACHMENTS

This Subcontract includes and incorporates by reference the following:

1. Schedules:

Schedule I: Contract Deliverables

2. Attachments:

Attachment A: Definitions

Attachment B: Monthly Requisition and Reporting Form

Attachment B1: Casas Primeras Payment Request Form

Attachment C: HACC Application Checklist Form

Attachment D: Annual Recertification Checklist Form

Attachment E: Request for Taxpayer Identification Number and Certification Form

3. Online Resources:

Resource 1: CPSA Housing Manual. Retrieved from
<http://www.cpsaarizona.org/providers/Pages/Housing.aspx>

S. ENTIRE AGREEMENT

This Subcontract and its attachments, including all amendments, modification and material incorporated by reference, shall constitute the entire agreement between the parties, and supersedes all other understandings, oral or written.



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T. BINDING EFFECT

This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

RBHA: Signature: Print Name and Title: Date:	Community Partnership of Southern Arizona
	Neal Cash, President/Chief Executive Officer
CONTRACTOR: Signature: Print Name and Title: Date:	The Housing Authority of Cochise County
	<i>K. Ryan vice chair</i>
	Jennifer, "Ginger" Ryan, Chair, Housing Authority
	<i>1-16-14</i>
CONTRACTOR: Signature: Print Name and Title: Date:	Cochise County Board of Supervisors
	Ann English, Chair
Attest:	
CONTRACTOR: Signature: Print Name and Title: Date:	Cochise County Board of Supervisors
	Arlethe Rios, Clerk



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T. BINDING EFFECT

This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

RBHA:	Community Partnership of Southern Arizona
Signature:	
Print Name and Title:	Neal Cash, President/Chief Executive Officer
Date:	
CONTRACTOR:	The Housing Authority of Cochise County
Signature:	<i>Jennifer Ryan Vice Chair</i>
Print Name and Title:	Jennifer, "Ginger" Ryan, Chair, Housing Authority
Date:	<i>1-16-14</i>
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Ann English, Chair
Date:	
Attest:	
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Arlethe Rios, Clerk
Date:	



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**SCHEDULE I
CONTRACT DELIVERABLES**

Community Partnership of Southern Arizona				
Reference	Deliverable	Due Date	Submit to	Form Required (x)
Casas Primeras Contract	<ul style="list-style-type: none"> • Monthly Requisition and Reporting Form. • Payment Request Form 	By the 5th working day following month end	CPSA Housing	X
Casas Primeras Contract	Documentation <ul style="list-style-type: none"> • Lease • Tenant Income Certification (TIC) 	By the 5th working day following month end	CPSA Housing	X



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**ATTACHMENT A
Definitions**

As used throughout this Subcontract, the following terms shall have the meanings set forth:

1. **“Applicant”** refers to a person in the process of applying for rental assistance with CPSA. A person is considered an Applicant until their eligibility for participation in this housing assistance Program is verified by CPSA.
2. **“Contract rent”** refers to the full monthly market rent of a unit.
3. **“Chronically Homeless”**
 - a. An individual who:
 - i. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and
 - iii. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;
 - b. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 - c. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
4. **“CPSA”** refers to the entity that prospectively rents to a Program Participant.
5. **“Compass-SAMHC”** refers to the entity responsible for coordinating the referral of Applicants from PNO’s to the housing program and establishing, monitoring and directing the Wait List for the program.



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6. **“Disabled”** A homeless person with a disability must have at least one of the following conditions:
- A physical, mental, or emotional impairment of long-continued duration, impeding the ability to live independently, and of a nature that could be improved by more suitable housing
 - A developmental disability
 - AIDS or related diseases

Key to the definition of disability is determining that the impairment is of long-continued or indefinite duration and substantially impedes the person’s ability to live independently. For example, drug or alcohol abuse or an HIV/AIDS condition that does not substantially impede a person’s ability to live independently does not qualify as a disability for this project. Written documentation that a person’s disability meets the program definition must come from a credentialed psychiatric or medical professional trained to make such a determination. The possession of a title such as case manager or substance abuse counselor does not by itself qualify a person to make that determination. “Self-certification” is also unacceptable. Grantees must have written documentation in their project files that qualifies each participant as having met the program definition of “disabled.” (42 U.S.C. 11382(2)).

7. **“HAP”** refers to a Housing Assistance Payment, which is the amount of money the HACC pays in rent on behalf of a Program Participant.
8. **“Housing Assistance Program”** or **“Program”** refers to the rental assistance program operated under the jurisdiction of the HACC.
9. **“HQS”** refers to Housing Quality Standards, which are rules set by HUD defining minimum standards of habitability.
10. **“Provider Network Organization or PNO”** refers to a Cenpatico contracted mental health services provider agency that submits applications for housing assistance programs to CPSA on behalf of its clients and provides supportive services to said Participant to assist with establishing sustainability in permanent supportive housing.
11. **“Participant”** refers to a person who has been approved for enrollment in and is either currently receiving rental assistance or is seeking assisted housing.
12. **“RBHA”** means Regional Behavioral Health Authority.



**HOUSING SUBCONTRACT AGREEMENT
CASAS PRIMERAS PROJECT
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

CONTRACT: JCPHACC

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13. **"RRC"** means Rent Reasonable Certification, the procedure to determine that rent and utilities for a particular unit does not exceed the rents determined by HUD to be fair, or rents being charged for comparable space not being assisted.
14. **"Rental Assistance Administrator"** Rental assistance must be administered by a State, unit of general local government, or a public housing agency.
15. **"Shall"** means what is mandatory.
16. **"TTP" or "tenant rent"** refers to the Total Tenant Payment, i.e., the share of rent for which a Program Participant is responsible and which is not paid by HUD CoC Program.

All programs formerly called SPC, S + C, SHP, Shelter Plus Care and/or Supportive Housing Programs have been consolidated and are now called Continuum of Care Programs (CoC).



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**HOUSING SUBCONTRACT AGREEMENT
CASAS PRIMERAS PROJECT
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

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ATTACHMENT B

Monthly Requisition and Reporting Form

CASAS PRIMERAS

The Housing Authority of Cochise County

Name:
Month/Year

Client Name	Social Security Number	Address	Client Code	# BDRM	Contract Rent	Tenant Rent	HAP Rent (+Utilities)	Security Deposit	Damages	Vacancy Loss	Adjustments	Total	Remarks	Move-In Date	Move-Out Date*			
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
16																		
17																		
TOTALS:												\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

# of bedrooms	
0	0
1	0
2	0
3	0
4	0
5	0
Total	



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ATTACHMENT B.1

Casas Primeras Payment Request Form



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**HOUSING SUBCONTRACT AGREEMENT
CASAS PRIMERAS PROJECT
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

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ATTACHMENT C

HACC Application Checklist Form

ATTACHMENT C
CHECKLIST – INTERIM
HACC Application Checklist

Tenant Name: _____

Housing Program: _____ Provider Agency: HACC

*Items with an * are to be used as needed. All others are required.*

Lease Up Packet

- Notice of Acceptance
- Rent Reasonableness Certification
- Tenant Income Certification
- Copy of Page 1 of HQS
- Copy of Lease

Name Change

- Notice of Change
- Tenant Income Certification
- Copy of Legal Verification
- Copy of Lease

Change in Household Income

- Notice of Change
- Tenant Income Certification
- Copy of Income Verification
- Certification of No Income *
- No Income Questionnaire *
- Medical Expense Certification *
- Medical Expense Allowances and Worksheet *

Lease Renewal or Rent Increase

- Notice of Change
- Rent Reasonableness Certification
(Utility Allowance < or >)
- Copy of Lease (upon approval)

Household Composition

- Notice of Change
- Copy of Program Agreement
- Copy of Lease (with person(s) name added)
- Additional Adult in Household *
- Additional Child in Household *
- Additional Adult Exiting Household *
- Additional Child Exiting Household *
- Copy of Exit Letter *

Reinstatement within 90 Days

- Notice of Change
- Tenant Income Certification
- Copy of Income Verification
- Rent Reasonableness Certification
- Copy of Page 1 of HQS
- Copy of Lease

Change of Address

- Notice of Change
- Tenant Income Certification
- Rent Reasonableness Certification
- Copy of Page 1 of HQS
- Copy of Lease

Exit

- Participant Exit
- Copy of Exit Letter
- Additional Adult Exiting Household *
- Additional Child Exiting Household *



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**HOUSING SUBCONTRACT AGREEMENT
CASAS PRIMERAS PROJECT
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

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ATTACHMENT D

Annual Recertification Checklist Form

Attachment D

**2013-4 HOUSING
ANNUAL RECERTIFICATION CHECKLIST
Casas Primeras and Hogar COC Programs Only**

Tenant Name: _____

Program: _____ Agency: HACC

Required forms:

- Notice of Change
- Tenant Income Certification
- Verification of Income (for each member of the household 18 or older)
- Authorization for Disclosure of PHI

Forms that may also be required:

- Additional Adult in Household
- Additional Child in Household
- Certification of No Income (for each member of the household 18 or older)
- No Income Questionnaire (for each member of the household 18 or older)
- Certification of Support Payments (received)
- Medical Expense Allowances and Worksheet
- Medical Expenses Certification
- Certification of Non-Regular Employment form
- Certification of Self-Employment form

Required documents that are not sent to CPSA:

- Copy of Notice of Change provided to tenant

AGENCY APPLICATION REVIEWER

DATE

CPSA APPLICATION REVIEWER

DATE



**HOUSING SUBCONTRACT AGREEMENT
CASAS PRIMERAS PROJECT
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

CONTRACT: JCPHACC

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ATTACHMENT E

**Form W-9
Request for Taxpayer
Identification Number and Certification**

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Housing Authority

Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

Partnership between Housing and Community Partnership for Souther Arizona Casas

Submitted By: Arlethe Rios, Board of Supervisors

Department: Housing Authority

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve a Subcontract Agreement between the Housing Authority of Cochise County and Community Partnership of Southern Arizona for the Casa Housing Program effective December 1, 2013 to June 30, 2014 in a not to exceed amount of \$97,000.

Background:

HUD recently mandated that mental health organizations who provide housing programs for Severely Mentally Ill (SMI) tenants must team up with Public Housing Authorities to administer certain parts of the housing programs. HACC will be conducting Housing Quality Standards inspections and rental integrity according to the individual's income and circumstances as well as the HUD guidelines. In addition HACC is providing the Housing Assistance Payment which is reimbursed on a monthly basis by CPSA. CPSA is paying HACC the HUD admin fees based on the number of units leased up monthly. Mental health case managers are present during inspections.

Department's Next Steps (if approved):

If approved, HACC will proceed with entering into landlord/tenant agreements and the terms of the contract.

Impact of NOT Approving/Alternatives:

If the board does not approve, this would jeopardize the housing of the Severely Mentally Ill (SMI) population due to the mandate by HUD that mental health agencies team up with Public Housing Authorities to administer the housing portion of the case management.

To BOS Staff: Document Disposition/Follow-Up:

Return the contract to HACC.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

Attachments

Agreement



**HOUSING SUBCONTRACT AGREEMENT
CASAS PRIMERAS PROJECT
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

CONTRACT: JCPHACC

FY13/14

1. **"CPSA":** Community Partnership of Southern Arizona
4575 E. Broadway Blvd.
Tucson, AZ 85711
Neal Cash, President/Chief Executive Officer
2. **"CONTRACTOR":** The Housing Authority of Cochise County
100 Clawson Ave. 1st Floor
P.O. Box 167
Bisbee, Arizona 85603
Anita M. Baca, Executive Director & Jennifer Ryan, Chair

A. PURPOSE

1. Casas Primeras Supportive Housing Continuum of Care (CoC) is a permanent housing program funded through the Department of Housing and Urban Development (HUD) and is authorized by Title IV of the Stewart B. McKinney Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009. Casas Primeras Project is designed to link rental assistance to supportive services for hard-to-serve chronically homeless individuals with disabilities, primarily who have been diagnosed with a serious mental illness (SMI), have addiction disorders or both. The housing and support services provided through this program are designed to integrate an individual into the community, to provide appropriate support, and to enhance the individual and/or family's ability to reach self-sufficiency.
2. Casas Primeras Project is administered through the Arizona Department of Housing (ADOH). ADOH is the recipient of this grant and Community Partnership of Southern Arizona (CPSA) is the subrecipient. CPSA is responsible for providing, directly or through subcontracted arrangements, rental assistance and housing support services to individuals and families meeting chronically homeless and other eligibility criteria. CPSA Subcontracts with The Housing Authority of Cochise County as the Rental Assistance Administrator, and Compass-SAMHC as the housing support service provider.

B. CONTRACT TERM

The term of this Subcontract begins on December 1, 2013 and shall remain in full force and effect, subject to the terms hereof, until June 30, 2014, unless sooner terminated as provided herein.

C. TERMS OF THE CASAS PRIMERAS PROJECT SUBCONTRACT

The tenant-based Casas Primeras Project is designed to provide the Participant the greatest flexibility in locating and securing his/her own housing unit. The Participant shall select a unit that does not exceed fair market rents (utilities included) and meets compliance with the Housing Quality Standards (HQS) inspection, the safety standard set by the Department of Housing and Urban Development as acceptable for the passing or failure of a unit. The Participant will sign the lease of the selected unit once all qualifiers have been met.



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1. Contractor shall:

- a. Effective December 1, 2013 the Contractor, will serve as the Rental Assistance Administrator and agrees to provide administration of rental assistance for Casas Primeras Project for a minimum of twenty-two (22) dwelling units in Cochise County. CPSA may increase the number of dwelling units assigned if funding is available. HACC is not expected to add participants if funding amount has reached capacity
- b. Schedule and perform rental assistance administration including rental payments, Housing Quality Standards (HQS) Inspections and Rent Reasonable Certifications (RRC) for new units, annual renewals, and special circumstances.
Note: No Compass-SAMHC Housing Liaison is required to be present during the initial HQS Inspections.
- c. Complete Tenant Income Certifications (TIC) and related forms.
- d. Execute Housing Assistance Payments contracts with the landlords, and assist Participants with tenant and landlord lease signing.
- e. Conduct annual recertifications of Participant and unit eligibility.
Note: It is preferred that a Compass-SAMHC Housing Liaison is present during recertification and special request HQS Inspections.
- f. Establish and maintain relations with local landlords and property managers.
- g. Notify the Compass-SAMHC Housing Liaison immediately if a member has any challenges while in housing.
- h. Submit monthly requisition and reporting form.

2. CPSA shall:

- a. Oversee operations of the entire program and report activities to Arizona Department of Housing (ADOH).
- b. Coordinate activities with Compass-SAMHC for outreach, participant applications and housing.
- c. Make monthly reports to ADOH as required by the CoC rules and regulations.
- d. Approve program applicants and participant exits.
- e. Receive Request for Payment form, and any supporting documentation
- f. CPSA may increase the number of dwelling units assigned if funding is available.
- g. Submit Annual Performance Report (APR) to ADOH.

3. CPSA has contracted with Compass-SAMHC to perform the following duties under Casas Primeras Project:

- a. Assist the Participant with the application process: Compass-SAMHC will send CPSA the Participant's initial application paperwork (SMI and/or disability determination, homeless certification, housing program agreement, release of information and enrollment form).



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- b. Assist the Participant when selecting housing unit, if needed.
- c. Coordinate with HACC to complete the HQS Inspections, RRC, Tenant Income Certification and tenant lease. No Compass-SAMHC Housing Liaison is required to be present during initial inspections. It is preferred that a Compass-SAMHC Housing Liaison is present during recertification and special request HQS Inspections.
- d. Obtain Recertification paperwork that includes Program Agreement, Authorization for Disclosure of PHI, ADOH Housing Program Participant Satisfaction Survey, Release of Information for HMIS (if needed), Completed and entered HMIS Self-Sufficiency Matrix, Updated ISP.
- e. Outreach to Cenpatico providers explaining the program and announcing program openings.
- f. Attend Cenpatico Housing Quarterly, Balance of State, CPSA and HACC housing meetings or meetings as needed.
- g. Complete exit documentation.
- h. Maintain files including updated ISP and copies of all communication with Participant, Participant's case manager and HACC.

4. New Participant Eligibility

Compass-SAMHC will determine the eligibility of the new participants. The prospective Participant must meet the following criteria:

- a. Enrolled as a Cenpatico member.
- b. Chronically homeless, as defined by HUD Guidelines, with a diagnosis of serious mental illness, co-occurring diagnosis of serious mental illness/substance abuse, or disabling substance abuse; and
- c. Able to maintain independence in the community with appropriate supportive services.
 - i. Allow a Compass-SAMHC representative to be on the participant's Cenpatico's behavioral health care team.

5. Payment Terms

On a monthly basis, the Contractor is required to submit a Monthly Requisition and Reporting Form (Attachment B) detailing the name, address, and social security number of each program Participant along with the amount of HAP payment, security/application costs and damages and vacancy loss expenses incurred by the Participant.

CPSA will make payment to the Contractor for the rental assistance as outlined and agreed to in this Subcontract. Payment terms will be as follows:

Lump Sum Payment for December 2013	\$24,000.00
December 2013 –June 2014	Monthly reimbursement for actual costs, and administrative fees as reported on



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Payment Remittance:

the Monthly Requisition and Reporting
Form

Housing Authority of Cochise County
PO Box 167
Bisbee, AZ 85603

Total reimbursement maximum for the period of December 1, 2013 through June 30, 2014 is \$97,000.

6. Payable Expenses:

- a. Rental Assistance: The remaining amount of the contract rent (including utility allowance) after the Participant has paid his/her portion. If a program Participant enters the program without an income, the full contract amount will be reimbursed.
- b. Security Deposits: The grant funds will reimburse up to one (1) month's contracted rent amount. A security deposit can only be paid once per Participant.
- c. Application Fee: The grant can pay an application fee if the tenant moves into the unit. The security deposit plus the application fee cannot exceed an amount equal to one month's contract rent. Application fees are to be included in the security deposit column when submitting billing for reimbursement.
- d. Damages: The grant allows for damages up to one (1) month's contracted rent and shall be noted under "damages/deposit" on the billing statement. This shall be paid only once per tenant.
- e. Vacancy Loss: In the event that a Participant leaves the Casas Primeras Project and vacates the property before the terms of the lease expire, grant funds not to exceed one (1) month's contracted rent may be utilized to pay for vacancy loss. Vacancy loss does not include a separate utility allowance. Vacancy loss can only be paid once per Participant.
- f. Rent Increases: Contractor shall obtain written documentation from the landlord of the date and amount of the rent increase. Contractor's HQS Inspections inspector will document that the housing unit remains rent reasonable with the increase.
- g. Administrative fees: Contractor will be reimbursed for \$52.58 x number of units leased /per month.

D. PROGRAM REQUIREMENTS

1. Each Participant of HUD Supportive Housing programs must pay rent in accordance with Section 3(a)(1) of the U.S. Housing Act of 1937, which is the highest of:
 - i. Thirty percent (30%) of the individual's gross monthly income minus adjustments (adjustment factors include disability and medical expenses); or
 - ii. Ten percent (10%) of the individual's gross monthly income

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2. **Reporting Requirements:** Contractor will submit to the CPSA Housing Department on a monthly basis, by the 5th working day of the month, the Monthly Requisition and Reporting Form (Attachment B). Documentation (Casas Primeras Project paperwork) to include leases and Tenant Income Certifications.
3. Contractor agrees to comply with the provisions contained in the CoC Rules and Regulations and any revisions thereto.
4. **Participant Termination:** Prior to making the final determination on an exit of a Participant from a HUD Supportive Housing Program, Compass-SAMHC in collaboration with HACC will notify CPSA in writing to explain the circumstances leading up to the possible termination and the attempts made to resolve the situation.
5. **Subjection of Subcontract Agreement:** The terms of this Subcontract shall be subject to the applicable material terms and conditions of the contract existing between CPSA and the State of Arizona Department of Housing for the Casas Primeras Project.

E. ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

Contractor agrees to administer rental assistance to all Participants regardless of acuity and including those who are diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or who are HIV Infected.

F. PAYMENT

CPSA will render payment within fifteen (15) days of receipt of complete and accurate monthly reports, request for payment forms, and all supporting documentation. If CPSA has not received the Contractor's monthly reporting requirements by the fifth (5th) working day following billing month end, CPSA will withhold all payments until the delinquent reports and supporting documentation are received. Payment will be withheld if the Contractor is out of compliance with this contract or regulations implementing Supportive Housing Programs in the Code of Federal Regulations at 24 CFC 583.100 – 583.500.

G. AVAILABILITY OF FUNDS

Payments made by CPSA to the Contractor pursuant to this Subcontract are conditioned upon the availability of funds to the Arizona Department of Housing and in turn to CPSA from the Arizona Department of Housing of funds authorized for expenditure in the manner and for the purposes provided herein. Neither CPSA nor the ADOH shall be liable for any purchases or obligations incurred by the Contractor in anticipation of such funding. The two previous sentences shall not, however, relieve CPSA from any obligation to pay for services once and to the extent same are rendered pursuant to this Subcontract. All of Contractor's obligations in this Agreement are contingent upon receipt and availability of funds. Contractor's financial obligations pursuant to this Agreement shall not exceed the amount of funds received.



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H. TERMINATION OF SUBCONTRACT

1. Termination:

- a. Termination Upon Mutual Agreement: This Subcontract may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement.
- b. Termination for Convenience: CPSA and the Contractor, in addition to other rights set forth elsewhere in this Subcontract, reserve the right to terminate this Subcontract in whole or in part, without cause, effective 60 days after mailing written notice of termination, by certified mail, return receipt requested.
- c. Termination for Default: CPSA, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if CPSA determines that the Contractor has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members or personnel of the Contractor).

Likewise, Contractor, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if Contractor determines that the CPSA has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members).

- d. Continuing Performance: The Contractor shall continue the performance of this Subcontract to the extent not terminated under the provisions of this Section.

I. SUSPENSION/DEBARMENT

CPSA may also terminate this Subcontract in whole or in part if, during the term of this Subcontract, the Contractor is listed on the Master List of Debarments, Suspensions and Voluntary Exclusions maintained pursuant to Arizona Administrative Code Section R2-7-933. In such case, CPSA shall transmit written notice of termination to the Contractor by certified mail, return receipt requested, and this Subcontract shall be terminated effective upon receipt thereof by the Contractor or such later date as is specified in the notice.

J. MAINTENANCE AND AVAILABILITY OF RECORDS

Pursuant to A.R.S. 35-214 the Contractor shall maintain and retain all books, accounts, reports, files and other records related to this Agreement for a period of five years following contract expiration and termination. Such records shall be furnished and available for inspection at all reasonable times during the period specified above by the U.S. Department of Housing and Urban Development, the Controller General of the United States, the State of Arizona or any authorized representative of the Housing.



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K. AUDIT

Contractor shall assist CPSA in complying with Federal audit requirements set forth in 24 CFR Part 84, and State requirements set forth in A.R. S. 35-181.03.

L. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement

M. OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by the Arizona Department of Housing for Casas Primeras Project activities are solely from federal funds made available to Housing for this purpose.

N. INDEMNIFICATION

Contractor shall indemnify, defend and save harmless, CPSA, ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suites, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by CPSA, ADOH or the State of Arizona on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of the Agreement, to arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability compensation claims of employees of Recipient or its subcontractors or claims under similar laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of CPSA, ADOH, the State of Arizona or its employees.

O. UNALLOWABLE USE OF FUNDS

Contractor, its officers, employees and agents, shall not utilize any federal funds under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

P. INTEREST OF ARIZONA DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of HACC or CPSA and no employee, agent, consultant, officer, or public official of the Contractor who exercise or have exercised any functions or responsibilities with respect to activities assisted hereunder, may obtain a financial interest or benefit from any activity assisted hereunder, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter.



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Q. NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the American with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

R. APPENDICES/SCHEDULES/ATTACHMENTS

This Subcontract includes and incorporates by reference the following:

1. Schedules:

Schedule I: Contract Deliverables

2. Attachments:

Attachment A: Definitions

Attachment B: Monthly Requisition and Reporting Form

Attachment B1: Casas Primeras Payment Request Form

Attachment C: HACC Application Checklist Form

Attachment D: Annual Recertification Checklist Form

Attachment E: Request for Taxpayer Identification Number and Certification Form

3. Online Resources:

Resource 1: CPSA Housing Manual. Retrieved from
<http://www.cpsaarizona.org/providers/Pages/Housing.aspx>

S. ENTIRE AGREEMENT

This Subcontract and its attachments, including all amendments, modification and material incorporated by reference, shall constitute the entire agreement between the parties, and supersedes all other understandings, oral or written.



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T. BINDING EFFECT

This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

RBHA:	Community Partnership of Southern Arizona
Signature:	
Print Name and Title:	Neal Cash, President/Chief Executive Officer
Date:	
CONTRACTOR:	The Housing Authority of Cochise County
Signature:	<i>Jennifer Ryan vice chair</i>
Print Name and Title:	Jennifer, "Ginger" Ryan, Chair, Housing Authority
Date:	<i>1-16-14</i>
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Ann English, Chair
Date:	
Attest:	
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Arlethe Rios, Clerk
Date:	



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T. BINDING EFFECT

This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

RBHA:	Community Partnership of Southern Arizona
Signature:	
Print Name and Title:	Neal Cash, President/Chief Executive Officer
Date:	
CONTRACTOR:	The Housing Authority of Cochise County
Signature:	<i>Jennifer Ryan Vice Chair</i>
Print Name and Title:	Jennifer, "Ginger" Ryan, Chair, Housing Authority
Date:	<i>1-16-14</i>
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Ann English, Chair
Date:	
Attest:	
CONTRACTOR:	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Arlethe Rios, Clerk
Date:	



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**SCHEDULE I
CONTRACT DELIVERABLES**

Community Partnership of Southern Arizona				
Reference	Deliverable	Due Date	Submit to	Form Required (x)
Casas Primeras Contract	<ul style="list-style-type: none"> • Monthly Requisition and Reporting Form. • Payment Request Form 	By the 5th working day following month end	CPSA Housing	X
Casas Primeras Contract	Documentation <ul style="list-style-type: none"> • Lease • Tenant Income Certification (TIC) 	By the 5th working day following month end	CPSA Housing	X



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**ATTACHMENT A
Definitions**

As used throughout this Subcontract, the following terms shall have the meanings set forth:

1. **“Applicant”** refers to a person in the process of applying for rental assistance with CPSA. A person is considered an Applicant until their eligibility for participation in this housing assistance Program is verified by CPSA.
2. **“Contract rent”** refers to the full monthly market rent of a unit.
3. **“Chronically Homeless”**
 - a. An individual who:
 - i. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and
 - iii. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;
 - b. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 - c. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
4. **“CPSA”** refers to the entity that prospectively rents to a Program Participant.
5. **“Compass-SAMHC”** refers to the entity responsible for coordinating the referral of Applicants from PNO’s to the housing program and establishing, monitoring and directing the Wait List for the program.



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6. **“Disabled”** A homeless person with a disability must have at least one of the following conditions:
- A physical, mental, or emotional impairment of long-continued duration, impeding the ability to live independently, and of a nature that could be improved by more suitable housing
 - A developmental disability
 - AIDS or related diseases

Key to the definition of disability is determining that the impairment is of long-continued or indefinite duration and substantially impedes the person’s ability to live independently. For example, drug or alcohol abuse or an HIV/AIDS condition that does not substantially impede a person’s ability to live independently does not qualify as a disability for this project. Written documentation that a person’s disability meets the program definition must come from a credentialed psychiatric or medical professional trained to make such a determination. The possession of a title such as case manager or substance abuse counselor does not by itself qualify a person to make that determination. “Self-certification” is also unacceptable. Grantees must have written documentation in their project files that qualifies each participant as having met the program definition of “disabled.” (42 U.S.C. 11382(2)).

7. **“HAP”** refers to a Housing Assistance Payment, which is the amount of money the HACC pays in rent on behalf of a Program Participant.
8. **“Housing Assistance Program”** or **“Program”** refers to the rental assistance program operated under the jurisdiction of the HACC.
9. **“HQS”** refers to Housing Quality Standards, which are rules set by HUD defining minimum standards of habitability.
10. **“Provider Network Organization or PNO”** refers to a Cenpatico contracted mental health services provider agency that submits applications for housing assistance programs to CPSA on behalf of its clients and provides supportive services to said Participant to assist with establishing sustainability in permanent supportive housing.
11. **“Participant”** refers to a person who has been approved for enrollment in and is either currently receiving rental assistance or is seeking assisted housing.
12. **“RBHA”** means Regional Behavioral Health Authority.



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13. **"RRC"** means Rent Reasonable Certification, the procedure to determine that rent and utilities for a particular unit does not exceed the rents determined by HUD to be fair, or rents being charged for comparable space not being assisted.
14. **"Rental Assistance Administrator"** Rental assistance must be administered by a State, unit of general local government, or a public housing agency.
15. **"Shall"** means what is mandatory.
16. **"TTP" or "tenant rent"** refers to the Total Tenant Payment, i.e., the share of rent for which a Program Participant is responsible and which is not paid by HUD CoC Program.

All programs formerly called SPC, S + C, SHP, Shelter Plus Care and/or Supportive Housing Programs have been consolidated and are now called Continuum of Care Programs (CoC).



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ATTACHMENT B

Monthly Requisition and Reporting Form

CASAS PRIMERAS

The Housing Authority of Cochise County

Name:
Month/Year

Client Name	Social Security Number	Address	Client Code	# BDRM	Contract Rent	Tenant Rent	HAP Rent (+Utilities)	Security Deposit	Damages	Vacancy Loss	Adjustments	Total	Remarks	Move-In Date	Move-Out Date*						
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					
11																					
12																					
13																					
14																					
15																					
16																					
17																					
TOTALS:												\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

# of bedrooms	
0	0
1	0
2	0
3	0
4	0
5	0
Total	



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ATTACHMENT B.1

Casas Primeras Payment Request Form



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ATTACHMENT C

HACC Application Checklist Form

ATTACHMENT C
CHECKLIST – INTERIM
HACC Application Checklist

Tenant Name: _____

Housing Program: _____ Provider Agency: HACC

*Items with an * are to be used as needed. All others are required.*

Lease Up Packet

- Notice of Acceptance
- Rent Reasonableness Certification
- Tenant Income Certification
- Copy of Page 1 of HQS
- Copy of Lease

Name Change

- Notice of Change
- Tenant Income Certification
- Copy of Legal Verification
- Copy of Lease

Change in Household Income

- Notice of Change
- Tenant Income Certification
- Copy of Income Verification
- Certification of No Income *
- No Income Questionnaire *
- Medical Expense Certification *
- Medical Expense Allowances and Worksheet *

Lease Renewal or Rent Increase

- Notice of Change
- Rent Reasonableness Certification
(Utility Allowance < or >)
- Copy of Lease (upon approval)

Household Composition

- Notice of Change
- Copy of Program Agreement
- Copy of Lease (with person(s) name added)
- Additional Adult in Household *
- Additional Child in Household *
- Additional Adult Exiting Household *
- Additional Child Exiting Household *
- Copy of Exit Letter *

Reinstatement within 90 Days

- Notice of Change
- Tenant Income Certification
- Copy of Income Verification
- Rent Reasonableness Certification
- Copy of Page 1 of HQS
- Copy of Lease

Change of Address

- Notice of Change
- Tenant Income Certification
- Rent Reasonableness Certification
- Copy of Page 1 of HQS
- Copy of Lease

Exit

- Participant Exit
- Copy of Exit Letter
- Additional Adult Exiting Household *
- Additional Child Exiting Household *



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ATTACHMENT D

Annual Recertification Checklist Form

Attachment D

**2013-4 HOUSING
ANNUAL RECERTIFICATION CHECKLIST
Casas Primeras and Hogar COC Programs Only**

Tenant Name: _____

Program: _____ Agency: HACC

Required forms:

- Notice of Change
- Tenant Income Certification
- Verification of Income (for each member of the household 18 or older)
- Authorization for Disclosure of PHI

Forms that may also be required:

- Additional Adult in Household
- Additional Child in Household
- Certification of No Income (for each member of the household 18 or older)
- No Income Questionnaire (for each member of the household 18 or older)
- Certification of Support Payments (received)
- Medical Expense Allowances and Worksheet
- Medical Expenses Certification
- Certification of Non-Regular Employment form
- Certification of Self-Employment form

Required documents that are not sent to CPSA:

- Copy of Notice of Change provided to tenant

AGENCY APPLICATION REVIEWER

DATE

CPSA APPLICATION REVIEWER

DATE



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ATTACHMENT E

**Form W-9
Request for Taxpayer
Identification Number and Certification**

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 02/11/2014

WIB_Amendment #13 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001

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

Approve Amendment #13 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from July 1, 2013 to June 30, 2014.

Background:

Background: Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise County Workforce Development, Inc. (CCWD) works with Adult, Youth, Dislocated Worker and Rapid Response training programs in Cochise County. CCWD is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of July 1, 2013 to June 30, 2014.

Fiscal Impact/Funding Sources: The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$3,906,605. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

Attachments

Contract

**Intergovernmental Agreement
CONTRACT AMENDMENT**

<p>1. CONTRACTOR (<i>Name and address</i>)</p> <p style="margin-left: 20px;">Cochise County Board of Supervisors 1415 W Melody Lane Bisbee, AZ 85603</p>	<p>2. CONTRACT ID NUMBER</p> <p style="text-align: center;">DE111004001</p> <hr/> <p>3. AMENDMENT NUMBER</p> <p style="text-align: center;">13</p>																
<p>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</p> <p style="margin-left: 20px;">Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the allocation of funds by Program and Fiscal Year are added as follows:</p> <table border="1" style="width: 100%; margin-left: 20px; border-collapse: collapse;"> <tr><td style="width: 70%;">Youth PY11</td><td style="text-align: right;">\$1,854.00</td></tr> <tr><td>Adult PY11</td><td style="text-align: right;">\$23.00</td></tr> <tr><td>Adult FY12</td><td style="text-align: right;">\$2,321.00</td></tr> <tr><td>Dislocated Worker PY11</td><td style="text-align: right;">\$29.00</td></tr> <tr><td>Dislocated Worker FY12</td><td style="text-align: right;">\$1,292.00</td></tr> <tr><td>Rapid Response P11</td><td style="text-align: right;">\$113.00</td></tr> <tr><td>Rapid Response F12</td><td style="text-align: right;">\$2,314.00</td></tr> <tr><td>Total</td><td style="text-align: right;">\$7,946.00</td></tr> </table> <p style="margin-left: 20px;">The total of these funds must be expended by 5/31/2014. The final expenditure report for these funds submitted by 6/30/2014.</p> <p style="margin-left: 20px;">The reimbursement ceiling is increased from \$3,898,659.00 to \$3,906,605.00.</p>		Youth PY11	\$1,854.00	Adult PY11	\$23.00	Adult FY12	\$2,321.00	Dislocated Worker PY11	\$29.00	Dislocated Worker FY12	\$1,292.00	Rapid Response P11	\$113.00	Rapid Response F12	\$2,314.00	Total	\$7,946.00
Youth PY11	\$1,854.00																
Adult PY11	\$23.00																
Adult FY12	\$2,321.00																
Dislocated Worker PY11	\$29.00																
Dislocated Worker FY12	\$1,292.00																
Rapid Response P11	\$113.00																
Rapid Response F12	\$2,314.00																
Total	\$7,946.00																
<p>5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</p>																	
<p>6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</p> <p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p> <hr/> <p>TYPED NAME Francine Whittington</p> <p>TITLE Procurement Manager</p> <hr/> <p>DATE</p>	<p>7. NAME OF CONTRACTOR Cochise County Board of Supervisors</p> <p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p> <hr/> <p>TYPED NAME Ann English</p> <p>TITLE Chairman</p> <hr/> <p>DATE February 11, 2014</p>																
<p>IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.</p>																	
<p>ARIZONA ATTORNEY GENERAL'S OFFICE</p> <hr/> <p>BY:</p> <p>ASSISTANT ATTORNEY GENERAL</p> <hr/> <p>DATE:</p>	<hr/> <p>BY:</p> <p>PUBLIC AGENCY LEGAL COUNSEL</p> <hr/> <p>DATE:</p>																

Public Hearings 8.
Community Development

Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

Docket R-13-02, Zoning Regulations, Section 1819.02 Water Conservation Measures

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: Beverly J. Wilson **TITLE of PRESENTER:** Planning Director

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

Docket Number (If applicable): R-13-02

Information

Agenda Item Text:

Adopt Zoning Ordinance 14-03, a request to amend the Cochise County Zoning Regulations, Section 1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone.

Background:

Discussion pending work session on 2/11/14.

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Adjustment:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.



Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

CSA Building Fund Assessment

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: **Recommendation:**

Document Signatures: **# of ORIGINALS** 0
Submitted for Signature:

NAME **TITLE**
of PRESENTER: **of PRESENTER:**

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a \$5,000 assessment to the County Supervisors Association (CSA) building maintenance fund for fiscal year 13-14.

Background:

The purpose of this recommendation is two-fold:

- Recapitalize the building maintenance fund to \$300,000 by FY14-15. Recent expenses associated with the building have almost exhausted the building maintenance fund, which was last capitalized at this amount in FY03-04.
- Create an on-going assessment to ensure the fund is sufficiently capitalized and that resources are available to maintain and make improvements associated with the facility. This recommendation will also help avoid the need for future large assessments to replenish the fund, making ongoing budgeting more predictable.

Please note: this fund is for the building maintenance and technology only—no CSA personnel or operating costs are supported from the fund. Expenditures from the fund are reviewed by the CSA Executive Committee, Board of Directors, and the Managers Association.

Department's Next Steps (if approved):

Disburse \$5,000 to CSA for their building maintenance fund.

Impact of NOT Approving/Alternatives:

CSA will not receive funds to help with building/technology maintenance costs.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

Fiscal Year: 13-14

One-time Fixed Costs? (\$\$\$): 5,000
Ongoing Costs? (\$\$\$): 0
County Match Required? (\$\$\$): 0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Amount is for Fiscal Year 2013-2014.

Attachments

CSA Information

BUILDING FUND ASSESSMENT BACKGROUND

(Assessed FY2003-2004)

- The revenue the County Supervisors Association of Arizona (CSA) earned administering a portion of the SOBRA program for counties ended in 2001-2002 when the program was turned over to the state due to the implementation of Proposition 204. (Approx. \$170,000/yr loss)
- The proposal for a special assessment of each CSA member county grew from conversations with the county managers and administrators. The discussions at the monthly manager/administrator meetings were carried over to two CSA Board of Directors meetings, and a determination to endorse the proposal was made at the request of the County Managers Association. Discussions among the managers/administrators resulted in a proposal to invoice each county for an equal amount (\$20,000) rather than an amount based on the CSA dues population formula.
- This unanimous approval of the \$20,000 special assessment by the board took place at the February 19, 2004, meeting. Total \$300,000.
- **It was determined the assessment monies received would be used for infrastructure, i.e., computer hardware/software and building maintenance and repair, and contingencies.** These dedicated funds are held in a separate account and used only for the above purposes. *The approval of the original assessment included a prohibition on using the monies for personnel expenditures.*

Typical expenditures from the Building Contingency Fund: boardroom furniture and audio/visual equipment purchase/upgrade/repair; copier lease; computers/software; website development; building upkeep and repair: elevator repair/motor replacement, plumbing, a/c water tower repair and then replacement, a/c units repair/replacement, alarm system repairs/replacements, carpet cleaning/repair, painting inside walls, outside building vandalism (graffiti, destruction to sprinkler system, main water valve, and covered parking), window replacement, landscaping/drainage erosion, asphalt resurface, air/water quality issues from next door fire, termite damage and maintenance, pigeon control, bee hive removal, etc.

The Building Contingency Fund was established in FY03-04 at \$300,000 (\$20,000 across the board)

The CSA Executive Committee has authorized to work with the CMA in how to replenish the building contingency fund

Estimated balance of Building Contingency Fund to date (12/13): \$59,996

The Building Contingency Fund was established to provide for building contingencies, boardroom improvements, and office equipment improvements. One cost savings measure was to renegotiate the lease on the copier to a lower rate plus include faxing capability through the copier, thus releasing the fax machine maintenance. Another was to negotiate a service contract on the building alarm system in order to ward off the spiraling maintenance costs on the system.

Possible upcoming expenses: water tower electronic data panel, carpet cleaning/replacement, kitchen floor replacement, awning over back door, front entrance lobby cement repair/replacement, landscaping/tree/shrub/gravel replacement, asphalt resurface, fireproof safe, upgraded office computers and software, audio/video equipment upgrades/additional mics, projector replacement, additional boardroom tables and chairs to accommodate additional membership; would like to turn two offices into a conference room and would need a conference table and chairs, a Polycom, and an additional telephone system unit to allow an additional Polycom (approx. \$5,500)

Building Contingency Fund (est. 2004):

Established FY03-04 at	\$300,000	
Funds used FY03-FY10	- <u>152,182</u>	(approx. 50% of balance expended during first 7 yrs)
Funds avail. at FYE10	147,818	
Funds used FY10-11	- <u>19,651</u>	
Funds avail. at FYE11	128,167	
Funds used FY11-12	- <u>10,710</u>	
Funds avail. at FYE12	117,457	
Funds used FY12-13	- <u>45,468</u>	
Funds avail. at FYE13	71,989	(another approx. 50% of balance expended during next 3 yrs)
Est. funds expended 7/13-12/13	- <u>11,993</u>	
Est. funds at 12/13	\$ 59,996	(thru 12/15/13)



Regular Board of Supervisors Meeting

Meeting Date: 02/11/2014

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: **# of ORIGINALS**
Submitted for Signature:

NAME na **TITLE** na
of PRESENTER: **of PRESENTER:**

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

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

Attachments

[LPC Agenda 2.7.14](#)

[LPC Minutes 1.17.14 Meeting](#)



County Supervisors

A S S O C I A T I O N
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

February 7, 2014

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association

1905 W. Washington St.

Phoenix, AZ

9:00 a.m. Call to Order ~ *President James Palmer*

- A) Approval of the Minutes of the January 31, 2014, Legislative Policy Committee Meeting
(*previously distributed*)
- B) Governor's Budget Recommendation Report / JLBC Baseline Budget Update
- C) Transportation Update
- D) PILT Update – [SCM 1006 urging congress; PILT program; funding](#) (*Griffin*)
- E) CSA Legislative Agenda
 - 1) [HB 2149 state parks; SLIF fund distribution](#) (*Borrelli*)
 - 2) [HB 2218 fire districts reorganization elections](#) (*Fann*)
 - 3) [HB 2224 sale of fireworks; counties](#) (*Fann*)
 - 4) [HB 2240 developmental disabilities; client income; retention](#) (*Brophy-McGee*)
 - 5) [HB 2320 county seals; approval of use](#) (*J. Pierce*)
 - 6) [HB 2531 court-ordered evaluation services; payment](#) (*Brophy-McGee*)
 - 7) [SB 1271 county liens; abatements](#) (*Ward*)
 - 8) Folder #853 Special District Use Fees (*Worsley*)
- F) Legislative Bills for Discussion
 - 1) [HB 2309 firearms; prosecutors; law enforcement officers](#) (*J. Pierce*)
 - 2) [HB 2436 food handler training; courses; certification](#) (*Shope*)
 - 3) [HB 2460 probation; community supervision](#) (*E. Farnsworth*)
 - 4) [HB 2461 probation officers; authority](#) (*E. Farnsworth*)
 - 5) [HB 2489 fire access roads; limitation; sprinklers](#) (*Petersen*)
 - 6) [SB 1217 precinct officers; salaries](#) (*McComish*)
 - 7) [SB 1305 semipublic swimming pool barrier gates](#) (*Griffin*)
 - 8) [SB 1348 special districts; audits; budgets; boards](#) (*Crandell*)
 - 9) [SB 1357 county boundary; change; vote](#) (*Griffin*)
 - 10) [SB 1387 fire districts; board size; formation](#) (*Crandell*)
 - 11) [SB 1459 fire districts; directors; requirements; modification](#) (*Crandell*)
 - 12) [SB 1470 superior court clerks; salaries](#) (*Driggs*)
- G) Next Meeting Date and Time (*Friday, February 14, at 9:00 a.m.*)
- H) Other Business
- I) Adjourn

FY15 Executive Budget Recommendations and JLBC Baseline

Governor Brewer's Fiscal Year 2015 budget calls for a \$9.4 billion spending plan that supports the priorities she outlined in her State of the State address:

- **\$45.6 million** for transitioning the newly established Cabinet-level Child Safety & Family Services Division (CSFS), formerly CPS, away from the Department of Economic Services (DES), and increasing caseworker staff levels
- **\$40 million** for K-12 performance based funding
- **\$54 million** for one-time capital projects in the Arizona Department of Administration (ADOA) building system, State Prisons, and Universities, such as fire alarms, HVAC systems, electrical, and other fire safety projects
- **\$50 million** to be deposited into the "rainy day" fund
- **Executive Directive** to keep Fiscal Year 2016 structurally balanced

Additionally the Executive's proposal includes:

- **\$31 million** to reestablish a rural county exchange program that allows rural local government to access funds to assist them in accessing federal transportation project funding (does not include MAG & PAG member governments)
- **\$21 million** to complete the remaining parity phase-in, two years ahead of schedule
- **Sales tax (TPT) Exemption** for electricity used by manufactures (impact to county revenue is unknown at this point)

JLBC Baseline generally continues FY14 funding levels into FY15 while making relevant formula adjustments.

Some of the major difference between the Governor's budget recommendations and the JLBC Baseline are revenue projections. The total difference between the Executive and JLBC amount to about \$900 million in revenue difference over the three period FY15-FY17.

<i>(Dollars in Millions)</i> <i>*Figures may not add due to rounding</i>	FY 2015		FY 2016		FY 2017	
	Exec.	JLBC	Exec.	JLBC	Exec.	JLBC
Beginning Balance	\$676.1	\$655.2	\$244.0	\$327.4	\$236.4	\$0.0
On-going Revenues	\$8,928.4	\$8,708.1	\$9,391.3	\$9,061.1	\$9,822.5	\$9,465.1
On-going Expenditures	\$9,171.7	\$9,035.9	\$9,383.9	\$9,405.8	\$9,623.3	\$9,848.0
Ending Balance¹	\$244.0	\$327.4	\$236.5	(\$17.3)	\$420.6	(\$382.9)
Structural Balance²	(\$243.3)	(\$327.8)	\$7.4	(\$344.7)	\$199.1	(\$382.9)

¹ Executive ending balance includes \$188.9 million in onetime expenditures in FY15, and \$15 million in FY16 & FY17. Neither JLBC or Executive ending balances include the effects of operating debt buyback per the terms of the 2010 \$1.5 billion financing deal. JLBC estimates this impact could be \$210 million in FY17

² Reflects the differences between on-going revenues and expenditures, does not include any "rainy day" fund deposits

Select Items and Issues Directly Related to Counties

County Specific issues	JLBC Baseline	Exec. Recommendation
HURF Funds – In FY14 the State swept \$110M above the statutory limit from HURF to fund DPS operations. In FY14 counties lost \$20.9M.	Although JLBC acknowledges the proposal to restore \$120M for FY15 & FY16, returning \$20.9M to the counties each year, JLBC continues to include the HURF to DPS sweep in the Baseline.	Notes that the HURF sweep should be considered in future fiscal years, but continues the sweep in the proposal.
Sexually Violent Persons (SVP) – In FY14 the county share of the cost was reduced by \$1.8M from the 50/50 split with state through an appropriation for the commitment of an individual confined at the Arizona Community Protection and Treatment Center (ACPTC).	Keeps a provision similar to FY14, but instead of reducing the county share by \$1.8M JLBC changed the provision requiring the county to reimburse the state from 50% to 32% .	Continues the reimbursement requirement at a 50/50 split but does not continue the (\$1.8M) reduction.
Restoration to Competency (RTC) – Starting in FY10 counties were required to pay 100% for RTC services.	Both include flexibility language allowing counties to use any source of county revenue to make the payment.	
Restoration to Competency (RTC) – Starting in FY10 counties were required to pay 100% for RTC services.	Both budgets continue the 100% cost to counties provision, and the provision allowing counties to use any source of county revenue to make the payment.	
County Lottery Revenue - The FY14 budget provided a direct appropriation of \$550,000 to the 13 smaller counties instead of fully and permanently restoring lottery revenues for all 15 counties.	Both budgets provide a direct appropriation to 13 smaller counties - \$550,000 to each.	
Flexibility Language - Allows counties under 200,000 persons to access special funds to cover general county expenses.	Both budgets continue to allow counties under 200,000 persons to access special funds to cover general county expenses.	
State Aid to Indigent Defense – Funded through a portion of penalty assessment on fines and forfeitures, these monies were used for county cases requiring a public defender. The FY14 budget allowed the AG to use \$500,000 for post-conviction relief.	Continues to allow the Attorney General to use \$500,000 from the State Aid to Indigent Defense Fund for capital post-conviction relief. No other monies in the fund are appropriated.	Increases the appropriation to the AG by \$300,000 for a total of \$800,000 . No other monies in the fund are appropriated.

NOTE: Not all impacts to counties are listed. This is a preliminary review of the major issues and the direct county impacts.

REFERENCE TITLE: urging Congress; PILT program; funding

State of Arizona
Senate
Fifty-first Legislature
Second Regular Session
2014

SCM 1006

Introduced by
Senators Griffin, Crandell: Pierce, Ward

A CONCURRENT MEMORIAL

URGING THE UNITED STATES CONGRESS TO PROVIDE FULL, SUSTAINABLE FUNDING FOR THE PAYMENT IN LIEU OF TAXES PROGRAM FOR FISCAL YEAR 2015 AND INTO THE FUTURE.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 To the Congress of the United States of America:

2 Your memorialist respectfully represents:

3 Whereas, the Payment in Lieu of Taxes (PILT) program was established in
4 1976 to offset costs incurred by counties for services provided to the
5 federal government and to the users of federal lands located within a county;
6 and

7 Whereas, the State of Arizona is composed of 113,417 square miles of
8 land, of which 42% is federally owned, nontribal land that is unavailable for
9 economic development and not part of the property tax base. Less than 17% of
10 the land in Arizona is private land; and

11 Whereas, the national average PILT payment in fiscal year 2013 was
12 \$0.66 per acre, which is far below the amount that federal lands would return
13 through both value-based taxation and economic development; and

14 Whereas, counties are required to provide law enforcement, search and
15 rescue, emergency services, road building and maintenance, and other
16 community services on, or associated with, tax-exempt federal public lands;
17 and

18 Whereas, Congress failed to provide funding for the PILT program in the
19 Consolidated Appropriations Act of 2014, jeopardizing \$32 million in PILT
20 funding for Arizona counties and causing great uncertainty about county
21 finances and services in fiscal year 2014 and fiscal year 2015; and

22 Whereas, a one-year extension of PILT funding for fiscal year 2014 was
23 included in the farm bill conference report, but the fate of fiscal year 2015
24 funding is still unknown; and

25 Whereas, a lack of PILT funding places the large, unsustainable burden
26 of providing services on federal lands squarely on the backs of local county
27 taxpayers, while the presence of that federal land creates barriers to
28 further economic opportunities; and

29 Whereas, failure to secure PILT funding for fiscal year 2015 and into
30 the future for Arizona counties in a timely manner will critically impact the
31 budget process and structural solvency of counties and will substantially
32 compromise their ability to provide essential services; and

33 Whereas, the federal government has the duty to reimburse local
34 jurisdictions for the presence of federal public lands.

35 Wherefore your memorialist, the Senate of the State of Arizona, the House of
36 Representatives concurring, prays:

37 1. That the United States Congress provide full, sustainable funding
38 for the PILT program for fiscal year 2015 and into the future to help create
39 financial stability within Arizona's counties.

40 2. That the United States Congress work with the State of Arizona and
41 county governments to identify and implement policies to promote economic
42 development on, or associated with, public lands.

43 3. That the Secretary of State of the State of Arizona transmit a copy
44 of this Memorial to the President of the United States, the President of the
45 United States Senate, the Speaker of the United States House of
46 Representatives and each Member of Congress from the State of Arizona.

Feb 7th LPC

51st Legislature - 2nd Regular Session, 2014

Tuesday, Feb 4 2014 2:37 PM

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CSA Legislative Agenda

BILL NUMBER/ SHORT TITLE	SUMMARY	SPONSORS	POSTED HEARINGS & CALENDARS	COMMENTS	LAST ACTIONS
H2149: STATE PARKS; SLIF FUND DISTRIBUTION	Monies in the State Lake Improvement Fund must be dedicated annually for uses specified by the State Parks Board, which may include distributions to the Game and Fish Commission, and must be distributed at least annually to county boards of supervisors or municipal governing bodies, or both, to fund projects on waters where gasoline powered boats are permitted.	First sponsor: Rep. Borrelli Others: Sen. Barto, Rep. Carter, Sen. Crandell, Rep. Fann, Rep. Gowan, Rep. Livingston, Rep. Lovas, Rep. Mesnard, Rep. Mitchell, Rep. Orr, Sen. Reagan, Sen. Shooter, Rep. Thorpe, Rep. Townsend, Sen. Ward			1/22 referred to House agri-water, appro.
H2218: FIRE DISTRICT REORGANIZATION ELECTIONS	Various changes to statues governing elections to reorganize a fire district, including requiring any person seeking election to the governing body that would be formed or expanded upon reorganization to comply with the nomination requirements for a candidate prescribed in state statute, including filing a nomination	First sponsor: Rep. Fann			1/22 referred to House gov.

<p>H2224: SALE OF FIREWORKS; COUNTIES</p>	<p>paper and nomination petitions. Counties are authorized to regulate the sale and use of permissible consumer fireworks in unincorporated areas of the county when a federal or state agency implements state one fire restrictions in any portion of the county. Previously, counties were permitted to regulate the use of fireworks during times when there was a reasonable risk of wildfires in the county.</p>	<p>First sponsor: Rep. Fann Others: Rep. Borrelli, Rep. Boyer, Rep. Cardenas, Rep. Coleman, Rep. Mesnard, Rep. Otondo, Rep. Peshlakai, Rep. Pratt, Rep. Sakdate, Rep. Shope, Rep. Steele, Sen. Ward</p>	<p>1/28 referred to House pub-mil-reg.</p>
<p>H2240: DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION</p>	<p>Increases the minimum amount of a Department of Developmental Disabilities client's income or benefits that must be retained for the client's personal use to 30 percent, from 12 percent.</p>	<p>First sponsor: Rep. Brophy McGee</p>	<p>1/22 referred to House ref-hu ser.</p>
<p>H2320: COUNTY SEALS; APPROVAL OF USE</p>	<p>A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. Knowing violations are a class 3</p>	<p>First sponsor: Rep. J. Pierce</p>	<p>1/22 referred to House gov.</p>

<p>H2531: COURT-ORDERED EVALUATION SERVICES; PAYMENT</p>	<p>(mid-level) misdemeanor. If a person is eligible for federal behavioral health benefits, the cost of court ordered services provided by a county are a charge against the county in which the person resided to the extent of the nonfederal share of the cost of the service. If a person has private health insurance coverage, the person's private health insurer is considered the primary payor and the cost of court ordered services will be a charge against the county only to the extent that the private health insurance benefits are insufficient to cover the full cost of the services.</p>	<p>First sponsor: Rep. Brophy McGee Others: Sen. Begay, Sen. McComish, Sen. Pancrazi, Sen. S. Pierce, Sen. Reagan, Sen. Worsley</p>	<p>1/30 referred to House hel.</p>
<p>S1116: COUNTY SEAL; BOARD APPROVAL</p>	<p>A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. Knowing violations are a class 3 (mid-level) misdemeanor.</p>	<p>First sponsor: Sen. McGuire Others: Rep. Alston, Sen. Burges, Rep. Cardenas, Sen. Crandell, Sen. D. Farnsworth, Sen. Gallardo, Sen. Hobbs, Sen. Landrum Taylor, Rep. Mach, Sen. McComish, Sen. Meza, Sen. Pancrazi, Rep. Pratt, Rep. Quezada, Sen. Reagan, Sen.</p>	<p>1/21 referred to Senate gov-env.</p>

<p>S1271: COUNTY LIENS; ABATEMENTS</p>	<p>The sale of a real property tax lien or foreclosure of the right to redeem does not extinguish a county lien for nuisance abatement, dangerous building abatement, or abatement or injunction of rubbish, debris or dilapidated buildings.</p>	<p>Ward, Sen. Worsley, Sen. Yarbrough, Sen. Yee</p>	<p>First sponsor: Sen. Ward Others: Rep. Borrelli</p>		<p>1/30 referred to Senate gov-env.</p>
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New Title

51st Legislature - 2nd Regular Session, 2014

Tuesday, Feb 4 2014 4:47 PM

Bill summaries and histories copyright 2014 Arizona Capitol Reports, L.L.C.

Feb 7th LPC Meeting

Bill Summaries

H2309: FIREARMS; PROSECUTORS; LAW ENFORCEMENT OFFICERS

For the purpose of statute prohibiting peace officers from being prohibited to carry firearms except in specified circumstances, the definition of "peace officer" is expanded to include municipal, county and state prosecutors who have received a certificate from the Arizona Peace Officer Standards and Training Board. The requirement for law enforcement agencies to issue a photographic identification stating that an officer has honorably retired from the agency (which may be used to obtain concealed weapons permits) also applies to prosecutorial agencies.

First sponsor: Rep. J. Pierce

H2309 Daily History	Date	Action
FIREARMS; PROSECUTORS; LAW ENFORCEMENT OFFICERS	1/28	referred to House pub-mil-reg.

H2436: FOOD HANDLER TRAINING; COURSES; CERTIFICATION

If a county requires food handler training and certification for employment in the food service industry, the certification training course must be accredited by a national organization that develops training courses and must address specified topics. A county-issued food handler certificate or identification card is valid in any county that requires a certification or card.

First sponsor: Rep. Shope

H2436 Daily History	Date	Action
FOOD HANDLER TRAINING; COURSES; CERTIFICATION	1/30	referred to House hel.

H2460: PROBATION; COMMUNITY SUPERVISION; SEARCH; SEIZURE

The court is prohibited from placing a defendant who is convicted of a felony offense on probation unless the defendant agrees in writing to allow a peace officer, with or without a warrant, to conduct a search or seizure of the person based on reasonable suspicion at any time of the day or night. Prior to releasing a prisoner to a term of community supervision, the Department of Corrections must require the prisoner to agree in writing offense on probation unless the defendant agrees in writing to allow a peace officer, with or without a warrant, to conduct a search or seizure of the person based on reasonable suspicion at any time of the day or night.

First sponsor: Rep. E. Farnsworth

H2460 Daily History	Date	Action
PROBATION; COMMUNITY SUPERVISION; SEARCH; SEIZURE	1/30	referred to House jud.

H2461: PROBATION OFFICERS; AUTHORITY

Statute allowing probation officers to serve warrants, make arrests and bring persons before the court apply in all counties, instead of only in counties with a population of more than 2 million (Maricopa County).

First sponsor: Rep. E. Farnsworth

H2461 Daily History	Date	Action
PROBATION OFFICERS; AUTHORITY	1/30	referred to House jud.

H2489: FIRE ACCESS ROADS; LIMITATION; SPRINKLERS

Municipalities and counties are prohibited from adopting any fire code or other legal requirement for an approved fire apparatus access road and/or road extension that directly or indirectly requires a one or two family residence or a "utility or miscellaneous accessory building" (defined) to install fire sprinklers.

First sponsor: Rep. Petersen
Others: Rep. Borrelli, Sen. Crandell, Rep. Forese, Sen. Griffin, Rep. Kavanagh, Rep. Livingston, Rep. Mitchell, Rep. Smith, Rep. Thorpe, Rep. Ugenti

H2489 Daily History	Date	Action
FIRE ACCESS ROADS; LIMITATION; SPRINKLERS	2/4	House gov do pass; report awaited.
FIRE ACCESS ROADS; LIMITATION; SPRINKLERS	1/28	referred to House gov.

S1217: PRECINCT OFFICERS; SALARIES

Increases the maximum salaries of precinct officers other than justices of the peace (which are fixed by the county board of supervisors) by approximately 10 percent.

First sponsor: Sen. McComish
Others: Sen. Driggs

S1217 Daily History	Date	Action
PRECINCT OFFICERS; SALARIES	1/27	referred to Senate appro, jud.

S1305: SEMIPUBLIC SWIMMING POOL BARRIER GATES

Beginning January 1, 2015, a code or ordinance adopted by a municipality or county applies to locking devices for pool barrier gates used for semipublic swimming pools, and a new construction or major renovation of a semipublic swimming pool must meet the requirements of the code or ordinance.

First sponsor: Sen. Griffin

S1305 Daily History	Date	Action
SEMIPUBLIC SWIMMING POOL BARRIER GATES	2/3	referred to Senate gov-env.

S1348: SPECIAL DISTRICTS; AUDITS; BUDGETS; BOARDS

Special taxing districts that receive \$500,000 or more, decreased from \$1 million or more, in total revenues must have an annual audit performed. The county attorney is authorized to investigate any claimed failure to comply with special taxing district audit and financial review requirements. For a fire district that amends its budget after its initial adoption, the district board is required to hold at least two hearings on the revision. Emergency clause.

First sponsor: Sen. Crandell
Others: Sen. Ward

S1348 Daily History	Date	Action
SPECIAL DISTRICTS; AUDITS; BUDGETS; BOARDS	2/4	referred to Senate fin.

S1357: COUNTY BOUNDARY CHANGE; VOTE

The boundaries for Pima County and Santa Cruz County are modified. At the 2014 general election, the qualified electors of Santa Cruz County and residing in the area that is proposed to join Santa Cruz County are required to vote to approve or disapprove the proposed boundary modification.

Conditionally enacted on approval by a majority of voters in Santa Cruz County and a majority of voters residing in the area that is proposed to join Santa Cruz County.

First sponsor: Sen. Griffin

S1357 Daily History	Date	Action
COUNTY BOUNDARY CHANGE; VOTE 2/4 referred to Senate gov-env.		

S1387: FIRE DISTRICTS; BOARD SIZE; FORMATION

For any fire district administered by a three-member board that levies taxes in a fiscal year of \$500,000 or more, the district is required to be administered by a five-member board beginning with the first general election held after the end of that fiscal year. Establishes initial terms for boards adding additional members based on the numbers of votes for board members. Eliminates authorization for organizing boards to reimburse third parties for certain services. Session law provides that for any petition approved for circulation before the effective date of this legislation, the organizing board may lawfully reimburse third parties for agreed-upon services. Emergency clause.

First sponsor: Sen. Crandell
Others: Sen. Ward

S1387 Daily History	Date	Action
No actions posted for this bill within the requested time frame.		

S1459: FIRE DISTRICTS; DIRECTORS; REQUIREMENTS; MODIFICATIONS

Summary to come

First sponsor: Sen. Crandell

S1459 Daily History	Date	Action
No actions posted for this bill within the requested time frame.		

S1470: SUPERIOR COURT CLERKS; SALARIES

Summary to come

First sponsor: Sen. Driggs
Others: Rep. Allen, Sen. Burges, Sen. McComish, Sen. Reagan, Rep. Shope

S1470 Daily History	Date	Action
No actions posted for this bill within the requested time frame.		



County Supervisors ASSOCIATION of arizona

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

**MINUTES FOR THE
COUNTY SUPERVISORS ASSOCIATION
BOARD OF DIRECTORS
JANUARY 23, 2014
County Supervisors Association
Boardrooms A and B
1905 W. Washington St.
Phoenix, Arizona**

President James Palmer called the County Supervisors Association Board of Directors meeting to order at 10:02 a.m. The following members were present:

Barry Weller, Apache County	Hildy Angius, Mohave County
Joe Shirley, Jr., Apache County	David Tenney, Navajo County
Elizabeth Archuleta, Coconino County	Sylvia Allen, Navajo County
Mandy Metzger, Coconino County (<i>telephonically</i>)	Jonathan M. Nez, Navajo County
Lena Fowler, Coconino County	Jesse Thompson, Navajo County
Tommie Martin, Gila County	Raymond Carroll, Pima County
Michael A. Pastor, Gila County	Anthony Smith, Pinal County
John D. Marcanti, Gila County	Todd H. House, Pinal County
Jim Palmer, Graham County	Pete Rios, Pinal County
Robert Corbell, Greenlee County	Stephen Miller, Pinal County
David Gomez, Greenlee County	Manny Ruiz, Santa Cruz County
D. L. Wilson, La Paz County	Thomas Thurman, Yavapai County
King E. Clapperton, La Paz County	Lenore L. Stuart, Yuma County (<i>telephonically</i>)
Denny Barney, Maricopa County	Russ Clark, Yuma County
Andy Kunasek, Maricopa County	Greg Ferguson, Yuma County (<i>telephonically</i>)
Mary Rose Wilcox, Maricopa County	Russell McCloud, Yuma County
Steve Moss, Mohave County	

Members Absent:

Tom White, Jr., Apache County	Buster Johnson, Mohave County
Ann English, Cochise County	Dawnafe Whitesinger, Navajo County
Pat Call, Cochise County	Sharon Bronson, Pima County
Richard Searle, Cochise County	Ally Miller, Pima County
Matt Ryan, Coconino County	Richard Elías, Pima County
Art Babbott, Coconino County	Ramón Valadez, Pima County
Danny Smith, Graham County	Cheryl Chase, Pinal County
Drew John, Graham County	Rudy Molera, Santa Cruz County
Ron Campbell, Greenlee County	John Maynard, Santa Cruz County
Holly Irwin, La Paz County	Rowle P. Simmons, Yavapai County
Clint Hickman, Maricopa County	Chip Davis, Yavapai County
Steve Chucru, Maricopa County	Jack Smith, Yavapai County
Gary Watson, Mohave County	Craig Brown, Yavapai County
Joy Brotherton, Mohave County	Tony Reyes, Yuma County

Proxies:

Matt Ryan, Coconino County	Art Babbott, Coconino County
Holly Irwin, La Paz County	Clint Hickman, Maricopa County
Joy Brotherton, Mohave County	Dawnafe Whitesinger, Navajo County

Others present in person or telephonically: Senate President Andy Biggs; Rod Ross; Max Wilson; Laura Wilson; Jim Keeler; Michelle Murphy; Terry Cooper; Kay Gale; Robert Pickels; James Jayne; Delwin Wengert; Carlos Rivera; Rick Bohan; Joanne Keene; Page Gonzales; Michelle Hindman; Scott Isham; Jim Bloom; Candice Cople; Matt Rudig; Terri Leija; Amanda Nash; Ana Wayman-Trujillo; Tom Dorn; Nancy McLean; James Candland; Bonnie Weller; Sabrina Vazquez; Mark Barnes; Craig Sullivan; Penny Adams; Todd Madeksza; Dan Bogert; Kristin Cipolla; Yvonne Ortega

WELCOME

President Jim Palmer welcomed everyone. Penny Adams called roll and acknowledged a quorum was present. Supervisor Barry Weller led the invocation. Supervisor Anthony Smith led the pledge of allegiance.

The board gave a warm welcome to former Maricopa County supervisor Max Wilson (and past CSA president) Mr. Wilson said he dropped by to see some old friends.

ADMINISTRATIVE MATTERS

Supervisor Manny Ruiz moved to approve the minutes of the December 12, 2013, Board of Directors meeting. Supervisor Tommie Martin seconded the motion and the motion passed unanimously. Supervisor Manny Ruiz moved to approve the minutes of the January 17, 2014, Legislative Policy Committee meeting. Supervisor Jesse Thompson seconded the motion and the motion passed unanimously.

PILT OVERVIEW AND REPORT

Craig Sullivan said that funding for PILT (Payments in Lieu of Taxes) was not included in the federal omnibus bill. The focus now is to amend it onto the federal Farm bill at a one-year allocation. Full funding of PILT would then need to be the focus going forward. Craig noted that the presentation in the agenda packet is a tool CSA uses to educate congressional staff and others about PILT. In addition, Craig presented a draft resolution for the board's consideration urging Congress to fully fund PILT. Dan Bogert reviewed the PILT PowerPoint presentation, centering on the history of it and the importance of it to Arizona. Supervisor Liz Archuleta provided that she would be attending a PILT strategy conference call next week as chairman of the Federal Lands Payments Committee, a subcommittee of the NACo Public Lands Steering Committee. She encouraged counties to adopt the PILT resolution as quickly as possible and she said she would share CSA's PILT presentation with her committee colleagues.

President Palmer also promoted passing the resolution and suggested counties consider calling a special board meeting in order to get it adopted by next week. He said that at the meeting with Senator McCain this week, McCain had indicated the Farm bill was the best bet to getting funding for PILT this year. Supervisor Manny Ruiz noted that AACo will be considering a PILT resolution tomorrow and queried where all the county resolutions should be sent in order to get them to congressional members. Craig asked counties to send the resolutions to CSA once passed and CSA would coordinate with AACo on getting them to the congressional members. He encouraged counties to include their local perspective within the body of the resolution. Supervisor Mary Rose Wilcox commented that Senator McCain had indicated it would be beneficial to talk with other senators. She said Senator Harry Reed is in town and she will mention it to him tonight. Supervisor Hildy Angius also said she would talk with Senator Flake about it when she meets with him later today. Supervisor Tom Thurman said Senator McCain had encouraged counties to put what the impact does to each county within the resolution. He made a motion to approve the PILT resolution urging Congress to immediately provide full funding of PILT. Supervisor Manny Ruiz seconded the motion and the motion unanimously passed. President Palmer commented that it should be reported to the congressional delegation that passage of the resolution was by unanimous vote. Supervisor Ruiz thanked CSA and President Palmer for their leadership in getting a meeting for the counties with Senator McCain.

LEGISLATIVE POLICY COMMITTEE DISCUSSION

Governor's Budget Recommendation Report. Craig Sullivan provided information contained in the Governor's budget recommendation, including Child Protective Services (CPS), K-12, one-time capital for state buildings, rainy day fund deposit, university parity phase-in, Transaction Privilege Tax (TPT) exemption, and an Executive directive to budget staff to have a structural balance in FY2016. Craig then explained whether CSA's key objectives [Sexually Violent Persons (SVPs), Restoration to Competency (RTC), county lottery revenue, flexibility language, state aid to indigent defense, and Highway User Revenue Funds (HURF)] were contained in the Governor's budget recommendation and/or the Joint Legislative Budget Committee's (JLBC) baseline budget. CSA will continue to reinforce county issues with legislators and will continue to report out to counties.

THE HONORABLE ANDY BIGGS, PRESIDENT OF THE SENATE

President Palmer welcomed Senate President Biggs. President Biggs provided his forecast of the legislative session. He commented that counties have helped the state get back on the right footing, revenue growth can now be seen, and HURF funding has been used to bridge the gap in the state's budget for a number of years. He said he was hopeful counties could expect the state to not take from

HURF again this year. President Biggs reported out on some of the legislative issues before the legislature and responded to supervisors' questions on specific legislation. Some of the issues discussed with President Biggs were fireworks authority, SVPs, HURF, CPS, gas tax, transportation, state sovereignty, Mexican grey wolf, rural county issues, appointment to the Senate, tax revenue on Native American reservations, and PILT. Supervisor Ruiz mentioned that the CSA board passed a resolution today urging Congress to fully fund PILT, and he requested the Senate pass a similar resolution in support of CSA's actions. President Biggs said he would review the CSA's resolution. President Palmer thanked President Biggs for his time and said counties are looking forward to communicating with him during the session.

LEGISLATIVE POLICY COMMITTEE DISCUSSION CONT.

Transportation Advocacy. Craig stated that CSA has worked with several counties on collateral pieces. He requested counties continue to work with CSA to get these created for each county. Craig thanked Todd Madeksza and Mohave, Yavapai, and Navajo (including Supervisor David Tenney) counties for briefing the House Transportation committee this morning on critical county activities. Next week, CSA will report out to a Joint Transportation Committee. President Palmer reiterated that transportation is at the top of CSA's priority list and will be heavily reported on as things move forward.

Legislation for Discussion. Todd Madeksza explained the following bills were for consideration only.

[HB 2056 retirement; return to work.](#) Todd said this bill had been defeated last year.

[HB 2069 ASRS; political subdivision entities.](#) Todd mentioned this was the second time this bill has been brought forward.

[HB 2203 ASRS; PSPRS; board membership.](#) Todd explained the bill and encouraged supervisors to discuss it with their county managers. Supervisor Greg Ferguson provided some additional information as a member of the PSPRS board.

[HB 2330 municipalities; de-annexation; public right-of-way.](#) Todd reported that this will be brought to a future Legislative Policy Committee (LPC) meeting, along with other annexation bills.

[HB 2379 special districts; secondary levy limits.](#) Mark Barnes noted that this bill had previously been vetoed by the Governor in 2011. After explaining the bill, he added that The Goldwater Institute report on special districts had been distributed to county managers. The bill sponsor is Representative Olson and it is scheduled in the Ways and Means committee next Monday. Supervisor Andy Kunasek moved to oppose H.B. 2379. Supervisor David Tenney seconded the motion and the motion was approved with one opposed.

[HB 2386 special districts; elections; financing; limits.](#) Mark Barnes reported on this bill, although it was not listed on the board agenda. He said it was similar to the previous bill and was also by Representative Olson. Todd stated it would be brought to the LPC.

[SB 1063 misconduct involving weapons; firearm storage.](#) Kristin Cipolla reported out on this bill.

CSA Statutory Agenda. Todd explained that some bill numbers have been assigned, but others are still in folders.

[HB 2149 state parks; SLIF fund distribution.](#) Expect to be in committee next week.

[HB 2218 fire districts reorganization elections.](#) Same as last year's legislation.

[HB 2224 sale of fireworks; counties.](#) Representative Fann is enthusiastic about this bill.

[HB 2240 developmental disabilities; client income; retention.](#) Todd noted that this would be a fiscal impact to the state and is trying to determine the impact.

[HB 2320 county seals; approval of use.](#) This bill is identical to a Senate bill by Senator McGuire.

Folder #610 Court-ordered evaluations; federal payments. Expect the bill to be dropped next week.

Folder #613 County abatements; property liens.

Folder #853 Special district use fees. This bill is the same as one last year.

AACo. Todd explained the following bills from the Arizona Association of Counties' (AACo) legislative package.

[HB 2005 community colleges; nonresidents; reimbursement.](#)

[HB 2287 county treasurer; lien; sale.](#)

[HB 2460 probation; community supervision; search; seizure.](#)

[SB 1131 county treasurer; liability.](#)

Review of Signing Into New ALIS System. Kristin reviewed how counties can sign into the new legislation online system.

NACO REPORT

NACo Presidents and Executive Directors Meeting. President Palmer reported out on the Presidents and Executive Directors meeting held in Washington, D.C., earlier this month. He noted it was a good opportunity to network with other state association presidents.

Upcoming: NACo Legislative Conference. President Palmer encouraged participation at the NACo Legislative Conference in March in Washington, D.C. CSA has coordinated a breakfast with Arizona's U.S. Representatives on Tuesday, March 4, and with Arizona's U.S. Senators on Wednesday, March 5, and all Arizona delegates attending the NACo conference are invited to attend.

Advisory: Nominations/election of NACo and WIR Board of Directors Representatives at April CSA Board of Directors Meeting. President Palmer provided a reminder that the elections for the CSA representatives to the NACo Board of Directors and the Western Interstate Region Board of Directors will be held at the April CSA board meeting.

COUNTY MANAGERS ASSOCIATION REPORT

Robert Pickels, Chairman of the County Managers Association (CMA), provided a report of last week's CMA meeting. He noted that discussion on a proposal to consider the transfer of federal lands had been held by counties at the CSA Summit last October. Yuma County had studied it and his chief deputy administrator, Paul Melcher, shared the preliminary findings with the CMA. He said there should be further information once the study is concluded and he encouraged other counties to do a similar analysis to bring forward for further discussion.

COUNTY CAUCUS REPORTS

The Small County Caucus did not meet in light of the CSA Legislative Reception held last night.

Supervisor Steve Moss reported on his first meeting as chairman of the Medium County Caucus. They discussed HURF, PILT, LTAF II, and RTC costs. Supervisor Hildy Angius had reported she is concerned with the closing of certain fisheries along the Colorado River by the federal government and she will be meeting with Senator McCain's office today.

Supervisor Mary Rose Wilcox advised the Large County Caucus discussed the same issues as discussed at today's board meeting. She welcomed seeing Supervisor Ray Carroll at today's meeting to have all large counties represented.

OTHER BUSINESS

President Palmer welcomed Jim Keeler and Michelle Murphy, co-program directors from Nationwide. Mr. Keeler thanked the counties and CSA for their long-standing partnership with Nationwide and he said he was looking forward to seeing everyone in Washington, D.C., at the NACo Legislative Conference. He reported that Nationwide rolled out its Next Generation NACo 457 plan this past summer and encouraged plan participants to consider converting to the new plan. Michelle Murphy encouraged counties to reach out to them.

Supervisor Sylvia Allen congratulated Supervisor Jonathan Nez for completing the Rock 'n Roll marathon a few days ago; he finished 80 out of 279. Everyone congratulated Supervisor Nez.

President Palmer thanked everyone for attending the CSA Legislative Reception last evening. He said it was a great event with excellent attendance, including 50 legislators.

ADJOURNMENT

There being no further business, President Jim Palmer adjourned the CSA board meeting at 12:13 a.m.