

**MEMO TO:** EXECUTIVE BOARD

FROM: RANDY HEISS, EXECUTIVE DIRECTOR

**DATE:** AUGUST 9, 2018

**SUBJECT:** EXECUTIVE BOARD MEETING

Please see the details below for the Executive Board meeting date, time, and location.

Friday, August 17, 2018 at 12:00 p.m.

Old Train Station Depot 100 South Coronado Blvd. Clifton, AZ 85533

The Town of Clifton has graciously agreed to host our August 2018 meeting. <u>Click on the name or address of the meeting location above to open a map to the meeting location.</u> You can zoom in or out to determine the best route to the meeting location.

If you are unable to attend, please send an alternate to ensure that we will have a quorum at the meeting.

The Executive Board Packet will be sent to members through the e-mail (via a link to the packet posted on the SEAGO website) to save postage and copying costs. **We will not be mailing a hard copy of the packet unless you request one.** 

If you have any questions, please call me at (520) 432-5301 Extension 202. You can also send an e-mail to <a href="mailto:rheiss@seago.org">rheiss@seago.org</a>.



## EXECUTIVE BOARD AGENDA

#### 12:00 P.M., FRIDAY, AUGUST 17, 2018 OLD CLIFTON TRAIN STATION DEPOT 100 S CORONADO BLVD. CLIFTON, AZ 85533

I.		LL TO ORDER/PLEDGE OF ALLEGIANCE INTRODUCTIONS	Chair Doyle	
II.		MBER ENTITIES' DISCUSSION ommon Critical Issues)	Chair Doyle	
III.	CA	LL TO THE PUBLIC	Chair Doyle	
IV.	a. b.	ESENTATIONS: SEAGO – SVMPO Strategic Regional Highway Safety Plan Complete Count Committee – Maximizing 2020 Census participation in your community	Greenlight Engineeri Emily Verdugo, USC	
V.	a. b.	The Board may vote to adjourn to Executive Session pursuant to A.R.S. §38.431.03 Subsection A.1. for purposes of evaluating the performance of the Executive Director. Discussion and possible action relating to the performance evaluation of the Executive Director.	Page N Chair Doyle Chair Doyle	<u>lo.</u> 1
VI.	AC	TION ITEMS		
	1.	Consent Agenda a. Approval of the May 18, 2018 Minutes b. Nomination to the Advisory Council on Aging	Chair Doyle Laura Villa	2 8
	2.	Discussion and possible action regarding the reappointment of Patrick O'Donnell for a second term as the Graham County Private Sector Representative on the Executive Board	Randy Heiss	9
	3.	Discussion and possible action regarding an Intergovernmental Agreement between the City of Sierra Vista and SEAGO for Civil Engineering services	al Randy Heiss	10

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	4.	Discussion and possible action regarding proposed updates to the SEAGO Classification Plan	Randy Heiss	19
	5.	Discussion and possible action regarding Intergovernmental Agreements between WRDC and SEAGO to Conduct target industry studies in Graham and Greenlee Counties	Larry Catten	23
	6.	Discussion and possible action regarding Resolution No. 2018-03, adopting the SEAGO Title VI Implementation and Public Participation Plan	Chris Vertrees	43
	7.	Discussion and possible action regarding the SEAGO-SVMPORegional Strategic Highway Safety Plan	) Chris Vertrees	45
VI	. INF	ORMATION ITEMS		
	A. B. C. D. E.	Future Meeting Dates Strategic Plan Implementation Progress Report Quarterly Finance Report SEAGO Economic Development District Report AAA Updates	Randy Heiss Randy Heiss Diane Pashley Larry Catten Laura Villa	49 50 53 55 61
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IX.	STA	AFF ANNOUNCEMENTS / CURRENT EVENTS	Chair Doyle	
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XI.	AD.	JOURNMENT	Chair Doyle	

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#### DIRECTION MAY BE GIVEN TO SEAGO STAFF ON ANY ITEM ON THE AGENDA.

Individuals with disabilities who require special accommodations or who have limited English proficiency and wish to have an interpreter may contact John Merideth at (520) 432-5301 extension 212 at least 72 hours before the meeting time to request such accommodations.

Individuals wishing to participate in the meeting telephonically may do so by contacting John Merideth at (520) 432-5301 extension 212. Contact must be made at least 48 hours before the meeting in order to obtain the call-in information. Please note that the option to participate telephonically may not be available unless requested as instructed above.

Si necesita acomodaciones especiales o un intérprete para esta conferencia, debe ponerse en contacto con Juan Merideth al número (520) 432-5301, extensión 212, por lo menos setenta y dos (72) horas antes de la conferencia.



МЕМО ТО:	EXECUTIVE BOARD					
FROM: DATE:	RANDY HEISS, EXECUTIVE DIRECTOR AUGUST 7, 2018					
SUBJECT:	REQUEST FOR OPEN SESSION PERFORMANCE DISCUSSION					
	S. § 431.03 A.(1), please consider this memorandum my written request to hold the performance evaluation in open (public) session.					
A.R.S. § 431.03	A.(1) provides the following:					
dismissal, salarie public body, exce may demand tha provide the offic	I. Discussion or consideration of employment, assignment, appointment, promotion, demotion dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall be or officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to					
<u>determine whetl</u>	ner the discussion or consideration should occur at a public meeting.					
will be happy to discuss the reason for this request at the meeting, or if you wish to speak with me about this before the meeting, please feel free to contact me directly.						
Attachments: N	Attachments: Notice of Executive Session					
Action Reques	ted:					

# MINUTES OF THE SEAGO EXECUTIVE BOARD EASTERN ARIZONA COLLEGE GHERALD L. HOOPES ACTIVITIES CENTER 615 NORTH STADIUM AVENUE THATCHER, ARIZONA MAY 18, 2018

**OFFICERS PRESENT:** Doyle, John – Mayor, City of Nogales (Chair)

Gomez, David – Supervisor, Greenlee County (1<sup>nd</sup> Vice Chair) Ortega, Richard – Vice Mayor, City of Safford (2<sup>nd</sup> Vice Chair)

Rivera, Bob – Mayor, own of Thatcher (*Treasurer*)

**MEMBERS PRESENT:** David, Paul – Supervisor, Graham County

Doyle, John – Mayor, City of Nogales Judd, Peggy – Supervisor, Cochise County

Kovach, Akos – Councilman, Town of Clifton (proxy)

Lindsey, Sam - Councilman, City of Willcox

O'Donnell, Patrick – Graham County Private Sector Rep. Richardson, Barbara – Cochise County Private Sector Rep. Robinette, Dustie – Greenlee County Private Sector Rep.

**STAFF PRESENT:** Catten, Larry – Economic Development Planner

Heiss, Randy - Executive Director

Merideth, John – Grants/Title VI Coordinator

Pashley, Diane – Accounts Manager Vertrees, Chris – Transportation Planner Villa, Laura – AAA Program Manager

Williams, Bonnie - CDBG Program Manager

GUESTS: Adam, Kevin – RTAC

Doyle, Griselda

Mortensen, Michelle - Town of Thatcher

#### I. CALL TO ORDER/PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Chairman Doyle called the meeting to order at 10:17 a.m. Town of Thatcher Mayor Bob Rivera provided welcoming remarks and introductions were made.

#### II. MEMBER ENTITIES' DISCUSSION (Common Critical Issues)

Mr. Patrick O'Donnell mentioned the upcoming Blues Fest to be held June 2<sup>nd</sup> at the Graham County Fairgrounds. Mr. Sam Lindsey reminded everyone about the Willcox Wine Festival May 19-20. He also reported that Willcox is in the process of selecting a new city manager. Mayor Rivera reported that this weeks is National Law Enforcement Week and in light of recent shootings in Santa Fe, Texas and the City of Nogales it is important to acknowledge the daily sacrifice made by those in uniform. Mr. Anthony Sedwick announced the first annual Ranch Days May 19<sup>th</sup> at the Santa Fe Ranch. Mayor Doyle announced memorial events to be held for their fallen officer and thanked everyone for their well wishes.

#### III. CALL TO THE PUBLIC

Mr. Kovach handed out copies of the Greenlee Clarion and Gateway to the Copper Corridor publications and discussed recent economic development progress in the region.

Supervisor David commented on discussions with the Forest Service regarding the economic impact of forest closures.

#### IV. ACTION ITEMS

- 1. Consent Agenda
  - a. Approval of the February 23, 2018 Minutes
  - b. Nomination to the Advisory Council on Aging

Mayor Rivera made a motion to approve the Consent Agenda items as presented.

MOTION: Mayor Rivera SECOND: Mr. O'Donnell ACTION: Unanimous

- 2. Fiscal Year 2019 Budget Action Items
  - a. Discussion and possible action regarding Resolution 2018-02 EDA Grant Authorization

Mr. Larry Catten presented the annual EDA grant resolution This resolution is for an Economic Development Administration (EDA) partnership planning assistance grant for funds in the amount of \$75,000 to continue the stability and ability of SEAGO to administer the Economic Development District (EDD) program.

The SEAGO EDD utilizes these funds not only for existing planning work but also possible expanded activities which will further the cause of economic development. The SEAGO EDD will utilize the grant proceeds, and requisite matching funds to implement and sustain regional solutions to promote healthy, economic development throughout the four counties of the SEAGO region.

The Resolution requests up to \$35,357 to allow SEAGO EDD to meet the subject grant's required matching amount and perform related economic development activities. The match is funded through an annual Economic Development Assessment paid by SEAGO member entities.

Mr. O'Donnell made a motion to approve Resolution 2018-02 for an EDA Partnership Planning Assistance Grant in the amount of \$75,000 and matching funds up to \$35,357 funded through annual assessments paid by SEAGO member entities.

MOTION: Mr. O'Donnell SECOND: Supervisor Gomez

ACTION: Unanimous

 Discussion and possible action regarding the proposed FY 2019 SEAGO Assessment Schedule and Budget

Ms. Diane Pashley presented the proposed FY 2019 Assessment Schedule and Budget, pointing out the following assumptions:

- A decrease of \$2,111 in the RTAC Assessments due to an expansion of the SVMPO boundaries.
   This expansion increased the population within the SVMPO boundary and reduced the population within the non-urbanized area of the region hence the decrease in the amount of the RTAC Assessments. All other assessments remain unchanged from FY 2018.
- Congress will continue funding the current programs including EDA and CDBG at or above current levels.
- A \$50,000 contingency line item from the fund balance has been included in this year's budget for unanticipated events that may come up in FY 2019. The Administrative and Executive Committees will be consulted before contingency funds are used.
- Across-the-board salary increases for all employees are unsustainable at this time.

Mr. Heiss discussed the sustainability of the SEAGO fund balance and guidelines established to sustain the existing fund balance for as long as possible.

Supervisor Gomez made a motion to approve the FY 2019 SEAGO budget and assessments.

**MOTION:** Supervisor Gomez

SECOND: Mr. Kovach

Mayor Rivera asked whether the EDA annual matching funds assessment would be ongoing and Mr. Heiss responded that it would be. Mr. Heiss also clarified the decrease in the RTAC assessment.

#### ACTION: Unanimous

c. Sustainability of Fund Balance

Mr. Heiss discussed the sustainability of the SEAGO fund balance and guidelines established to sustain the existing fund balance for as long as possible. He also clarified the \$222,000 operating surplus stating that it was a posting error of grant monies received, and the actual surplus was about \$22,000.

3. Discussion and possible action regarding the proposed updates to the SEAGO Policy Manual relating to the FWHFA.

Mr. Heiss explained that on November 8, 2016, Arizona voters enacted the Fair Wages and Healthy Families Act (FWHFA), which amends the Arizona Minimum Wage Act to provide for incremental increases to the minimum wage for Arizona workers beginning on January 1, 2017. The Act also requires that, beginning July 1, 2017, Arizona workers shall accrue, and have the legal right to use, a minimum amount of "Paid Sick Time" benefits each year.

Under the FWHFA, employees are entitled to accrue a minimum of one hour of earned paid sick time for every 30 hours worked. Currently, SEAGO's policy manual precludes part-time employees scheduled for less than 20 hours per week, and temporary employees from accruing sick leave. As a result, staff recommended that the SEAGO Policy Manual be amended to bring it into alignment with the FWHFA.

This requires updating Sections 4.1 and 6.5 of the SEAGO Policy Manual. Mr. Heiss presented the proposed Policy Manual changes and responded to questions.

Mayor Rivera made a motion to approve the proposed FWHFA updates to the SEAGO Policy Manual.

MOTION: Mayor Rivera SECOND: Vice Mayor Ortega

Mr. Kovach asked if SEAGO had any part time employees and Mr. Heiss responded that yes, there is currently one part time and one temporary employee.

#### **ACTION:** Unanimous

4. Discussion and possible action to recommend approval of the FFY 2018 CDBG applications

Ms. Bonnie Williams presented the proposed FFY 2018 CDBG project applications which will be submitted to SEAGO and also reported that since the memo was written the final funding numbers had been received and the SEAGO region had received \$92,593 more than the previous year:

Safford: \$241,793 for ADA improvements to park playgrounds.

Nogales: \$386,019 for water line and paving replacement on MacNab Drive.

Bisbee: \$482,967 for street and drainage improvements in Tin Town.

Clifton: \$100,000 for improvements to their wastewater system.

Mayor Rivera made a motion to approve FFY 2018 CDBG Regional Account project applications.

MOTION: Mayor Rivera SECOND: Mr. O'Donnell

Supervisor David asked whether these project have already been through the design phase and are ready for construction. Ms. Williams responded some do and some do not due to staffing resources but the State does require some advance preliminary planning. Supervisor David mentioned the increase in petroleum and labor costs stating that the sooner work can be done the better.

#### **ACTION:** Unanimous

 Discussion and possible action regarding the proposed Fiscal Year 2019 AAA Subaward Renewal Recommendations

Ms. Laura Villa provided background information on subawards for Congregate Meals, Home Delivered Meals, Housekeeping, Personal Care, Home Nursing, Community Nursing, In-Home Respite, Legal Assistance, Transportation, Case Management, Caregiver Outreach/Training, Caregiver Adaptive Aids, and Caregiver Home Repair. Mr. Villa stated the amounts shown are initial DES allocations and she would be receiving an Alert on May 30 that should show slight increases from the amounts shown.

Supervisor Gomez made a motion to approve the proposed FY 2019 AAA subaward renewal recommendations.

**MOTION:** Supervisor Gomez

SECOND: Mr. Kovach

Supervisor David asked if the amounts are allocated on a per capital basis and Ms. Villa responded that it is based on a DES formula and additional funds can be added based on performance as necessary.

Supervisor Judd asked to be contacted regarding the possibility of expanding some AAA services to the Willcox and San Simone communities.

#### ACTION: Unanimous

#### V. INFORMATION ITEMS

#### A. Future Meeting Dates

Mr. Heiss outlined the proposed future meeting dates for the following twelve months. He also stated the joint Administrative/Executive Committees conference call on May 31<sup>st</sup> would be cancelled.

B. Strategic Plan Implementation Progress Report

Mr. Heiss provided an update on the implementation of Strategic Plan goals.

C. Quarterly Finance Report

Ms. Diane Pashley provided the quarterly finance report and responded to questions.

D. SEAGO Economic Development District Report

Mr. Larry Catten provided the Economic Development report and responded to questions.

E. AAA Updates

Ms. Laura Villa provided the Area Agency on Aging Region VI updates and responded to questions.

There was a break for lunch from 12:10 – 12:35 p.m.

F. Strategic Regional Highway Safety Plan Update

Mr. Vertrees provided an update on the SEAGO/SVMPO Regional Strategic Highway Safety Plan and responded to questions.

G. Transit Report

Mr. Vertrees provided the Transit Report and responded to questions.

#### VI. RTAC REPORT

Mr. Kevin Adam provided the Legislative update and responded to questions.

#### VII. STAFF ANNOUNCEMENTS / CURRENT EVENTS

Mr. Heiss discussed the upcoming Open Meeting law changes which become effective August 3rd.

#### **VIII. FUTURE AGENDA ITEMS**

Mr. Heiss mentioned there would be a job classifications update, SHSP, cooperative purchasing agreements, and Title VI Plan update items presented at the August meeting.

#### IX. ADJOURNMENT

Mr. O'Donnell made a motion to adjourn the meeting at 1:29 p.m.

MOTION: Patrick O'Donnell SECOND: David Gomez ACTION: Unanimous



MEMO TO: EXECUTIVE BOARD

THROUGH: RANDY HEISS, EXECUTIVE DIRECTOR

FROM: LAURA VILLA, AREA AGENCY ON AGING PROGRAM MANAGER

**DATE:** AUGUST 7, 2018

**SUBJECT:** NOMINATION TO FILL THE VACANT CITY OF TOMBSTONE SEAT ON

THE ACOA

On July 19, 2018 the Advisory Council on Aging (ACOA) made a nomination and recommended the appointment of Mrs. Norma Sullivan to represent the City of Tombstone as a replacement for David "Duff" Chambers who resigned from the position due to other obligations.

Norma has been a 14 year resident of Tombstone and was one of the original founders of the Healthy Tombstone committee where she serves as the secretary. The committee recently initiated the process to become a 501(c)3 in order to provide transportation services in the area with assistance from the SEAGO Mobility Management team. The committee has many future plans and Norma works to find resources to make them happen. When Norma lost her husband due to lack of services and medical knowledge in Tombstone, she promised herself that she would learn and get involved in aging issues to help prevent this from happening to anyone else. She feels that she can learn from serving on the ACOA so that she will be able to bring information back to assist older adults in her community. Norma has the strength and passion to make a difference, and wants to provide support in any way she can.

At their August 2<sup>nd</sup> meeting, the Administrative Council, voted unanimously to recommend approval of this ACOA nomination to the Executive Board.

As a reminder, there are still three (3) positions available: Santa Cruz County unincorporated, Town of Clifton and Cochise County unincorporated. Any suggestions on individuals who would be willing to serve in these positions would be greatly appreciated.

I will attempt to answer any questions you may have at the meeting.

• •	nomination of Mrs. Norma Sulliv Advisory Council on Aging.	an to fill the vacant position for the
Action Requested:	☐ Information Only	
Attachments: None		



MEMO TO: EXECUTIVE BOARD

FROM: RANDY HEISS, EXECUTIVE DIRECTOR

**DATE:** AUGUST 7, 2018

SUBJECT: GRAHAM COUNTY EXECUTIVE BOARD PRIVATE SECTOR

REPRESENTATIVE

As you are aware, our Executive Board must include private sector representation as a requirement of the Economic Development Administration. Per SEAGO's Bylaws, Private Sector Representatives are appointed from the nominations submitted by the Member Entity Representatives from each county area, and must represent a low income or minority group, or representative organization, or represent the principal economic interests in the region, such as, but not limited to business, industry, finance, utilities, education, the professions, agriculture, or labor.

Our Graham County private sector representative is currently held by Mr. Patrick O'Donnell. Per SEAGO's Bylaws, private sector representatives are eligible to serve two (2) two-year terms on the Executive Board. By the August meeting of the Executive Board, Mr. O'Donnell will have served out his first two year term. I contacted him and he has confirmed he is interested in serving a second term.

On August 2<sup>nd</sup>, the Administrative Council voted unanimously to recommend approval of the reappointment of Mr. Patrick O'Donnell to a second two-year term as the Graham County Private Sector Representative on the Executive Board.

I will look forward to answering any questions you may have at the meeting.

A motion to re-appoint Mr. Patrick O'Donnell to a second two year term as the Graham County Private Sector Representative on the Executive Board						
Action Requested:	☐ Information Only					
Attachments: None.						



**MEMO TO:** EXECUTIVE BOARD

FROM: RANDY HEISS, EXECUTIVE DIRECTOR

**DATE:** AUGUST 7, 2018

SUBJECT: RTSC INTERGOVERNMENTAL AGREEMENT WITH SIERRA VISTA

As most of you know, creating a Regional Technical Services Center (RTSC) is one of the tactics in our <u>Strategic Plan</u> to expand SEAGO services to member entities, and advance economic competitiveness and sustainability. Those of you who have been reading my quarterly reports to the Executive Board also know that I've been slowly but surely making progress on putting together the necessary resources to kick off the RTSC.

We already have a cooperative purchasing agreement in place with the City of Sierra Vista that enables the RTSC to access the City's lists of on-call consultants. The City's procurement manager and SEAGO's procurement manager (myself) have the authority to enter into cooperative purchasing agreements without authorization of our respective governing bodies pursuant to A.R.S. §41-2632. However, because the attached intergovernmental agreement is not a cooperative purchasing agreement, but an agreement that will enable the RTSC to access project development services performed by the City of Sierra Vista Public Works department (SVPW), this IGA does require governing body approval under A.R.S. §11-952.

The project development services performed by SVPW will be limited to small projects of lower complexity – larger, more complex projects can be performed through consultants on the on-call lists. Examples of the types of projects that may be performed by SVPW may include preparing a preliminary engineering cost estimate for a grant, the design of a water or sewer extension to an existing neighborhood, street reconstruction design, or drainage calculations that can be accomplished in a relatively short period of time, and will only be available when the workload of City staff permits, and on a first come, first served basis.

This was originally scheduled for consideration by the City Council on July 26<sup>th</sup>, but has been delayed until August 9<sup>th</sup> to provide time for the parties' attorneys to concur on some revisions that were the result of legal review. After approval of this agreement, I still need to complete the RTSC implementation procedures, associated forms, and project information sheets before the services will be made available to our member entities.

On August 2<sup>nd</sup>, the Administrative Council voted unanimously to recommend approval of the proposed IGA with the City of Sierra Vista to the Executive Board.

I will look forward to answering any questions at the meeting.

Attachments: Intergovernmental Agreement\_SEAGO\_Sierra Vista\_Civil Engineering

Action Requested: Information Only Action Requested Below:

A motion to approve the proposed Intergovernmental Agreement between SEAGO and the City of Sierra Vista for Civil Engineering services.

#### INTERGOVERNMENTAL AGREEMENT

#### between

#### THE CITY OF SIERRA VISTA

and

#### SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION

for

#### CIVIL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between the City of Sierra Vista, a municipal corporation, hereinafter referred to as the "CITY" and the SouthEastern Arizona Governments Organization, the regional Council of Governments for Cochise, Graham, Greenlee and Santa Cruz Counties, hereinafter referred to as "SEAGO".

#### SECTION 1: RECITALS

WHEREAS, the CITY public works department has licensed professional civil engineers on staff to provide engineering, design, and project development services for the CITY's capital improvement projects and infrastructure development needs; and

WHEREAS, the CITY public works department has adequate civil engineering capacity to meet or exceed the anticipated demand for civil engineering, design, and project development services within the CITY for the foreseeable future; and

WHEREAS, the SEAGO Executive Board has established a strategic plan which prioritizes the establishment of a Regional Technical Services Center to facilitate, expedite, and economize procurement of, contracting for, and delivery of professional and technical services for its member entities as needed; and

WHEREAS, the CITY and SEAGO agree that greater efficiencies and cost savings in meeting the region's development needs are possible by establishing a Regional Technical Services Center; and

WHEREAS, SEAGO is interested in offering civil engineering and project development services to member entities through its Regional Technical Services Center via the CITY's civil engineering staff; and

WHEREAS, it is in the best interest of the taxpayers to establish a Regional Technical Services Center to minimize costs and maximize efficiencies in procurement, contracting, and delivery of professional and technical services for development of SEAGO member entity projects; and

WHEREAS, on October 11, 2016, legal counsel for the CITY and SEAGO concurred that SEAGO may enter into agreements with the CITY for the provision of professional and technical services necessary to establish a Regional Technical Services Center.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts and agreements between public agencies or public procurement units for cooperative actions, and in consideration of the mutual promises contained in this AGREEMENT, and of the mutual benefits to result therefrom, the parties agree as follows:

#### SECTION 2: TERM

The term of this AGREEMENT shall be from <u>July 1, 2018</u> to <u>June 30, 2019</u>. This AGREEMENT shall automatically renew for additional one-year periods until terminated in accordance with the termination clause of this Agreement.

#### SECTION 3: PURPOSE

The purpose of this AGREEMENT is to provide civil engineering and project development services for the Regional Technical Services Center and to make those services available for the development of SEAGO member entities' projects as described in SECTION 1 of this AGREEMENT.

#### SECTION 4: FINANCING

SEAGO shall compensate the CITY for civil engineering and project development services provided under this AGREEMENT at a rate equal to the current hourly rate plus any Employee Related Expenses (EREs) of any CITY employees performing services for the Regional Technical Services Center, plus overhead costs (if any) that may be in effect at the time the services are rendered. The hourly rates and EREs in effect on February 2018 are attached as Exhibit A to this AGREEMENT, and SEAGO understands and agrees that the hourly rates, EREs and overhead costs (if any) are subject to change at any time prior to a SEAGO member entity's formally accepting any civil engineering and project development services under this AGREEMENT, upon written notice to SEAGO from the CITY. Changes to these rates shall be considered administrative in nature and shall be processed in accordance with SECTION 14 of this AGREEMENT. Upon receipt of written notice from the CITY of changes to the hourly rates, EREs, or overhead costs (if any), Exhibit A shall be revised to reflect said changes and shall be filed with copies of this AGREEMENT in the appropriate offices of the CITY and SEAGO.

#### SECTION 5: TERMINATION

Either party may terminate this AGREEMENT without cause upon providing thirty (30) days' written notice to the other party. In the event either party is in breach of this AGREEMENT, this AGREEMENT may be terminated after providing written notice with twenty (20) days to correct or remedy the breach. If said breach is not remedied, this AGREEMENT shall terminate at the expiration of the twenty (20) day period. The CITY will not be responsible to provide services after the date of termination. SEAGO will not be responsible for any payments after the date of termination unless attributable to services provided prior to the date of termination. This AGREEMENT may also be cancelled pursuant to the provisions of A.R.S. § 38-511.

#### SECTION 6: RESPONSIBILITY

Each party agrees to assume responsibility for the conduct of its employees, officials, and agents and for all claims, demands, suits, damages, and loss which result from the negligence or intentional torts of such party or its agents, officials, and employees in the performance of this AGREEMENT. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties in comparison with others, including, but not limited to the other party who may have contributed to, or in part caused any such claim to arise.

#### SECTION 7: <u>ADMINISTRATION OF</u> AGREEMENT

Each party shall designate a representative or representatives, notice of the same to be provided to the other party, who shall be jointly responsible for developing procedures to be utilized in fulfilling this AGREEMENT and providing other administrative services as necessary.

#### SECTION 8: DISPUTE RESOLUTION

Any disputes arising under this AGREEMENT shall be referred to the City Public Works Director and SEAGO Executive Director for joint resolution. Disputes that cannot be resolved at this level shall result in written notice of termination pursuant to SECTION 5 of this AGREEMENT.

#### SECTION 9: <u>SEAGO RESPONSIBILITIES</u>

SEAGO shall work with its member entities to develop a scope of work for the civil engineering and project development services to be provided under this AGREEMENT. SEAGO shall provide the scope of work and any other project-related data to the CITY and request a cost estimate for the civil engineering and project development services. SEAGO shall present the cost estimate to the member entity requesting the civil engineering and project development services, and upon acceptance of the requesting member entity, shall issue a Notice to Proceed to the CITY. SEAGO shall be responsible to pay all costs attributable to any civil engineering and project development services rendered by the CITY under this AGREEMENT, and shall pay any such invoices within thirty (30) days of receipt of an invoice from the CITY.

SEAGO shall assume responsibility for any other areas agreed upon by the parties and specified by written amendment to this AGREEMENT.

#### SECTION 10: <u>CITY RESPONSIBILITIES</u>

The CITY shall maintain civil engineering and project development staff sufficient to meet or exceed the anticipated demand for civil engineering, design, and project development services within the CITY. The CITY shall devote the same level of care and professional standards to SEAGO member projects and services that it devotes to its own projects and services.

The CITY shall provide monthly invoices to SEAGO for the actual costs of providing civil engineering and project development services, along with any deliverables and documentation

supporting the costs invoiced. Should there be insufficient civil engineering and project development staff available to respond to a request for services under this AGREEMENT, the CITY shall not be obligated to hire additional staff, and may decline to offer services for any project that the CITY, at its sole discretion, believes would interfere with its ability to provide engineering and project development services within the CITY.

#### SECTION 11: NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

City of Sierra Vista
SouthEastern Arizona Governments Organization
1011 North Coronado Drive
Sierra Vista, AZ 85635
SouthEastern Arizona Governments Organization
1403 West Highway 92
Bisbee, AZ 85603

ATTN: Public Works Director ATTN: Executive Director

#### SECTION 12: ASSIGNMENT

Neither party shall assign the rights or duties under this AGREEMENT to a third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

#### SECTION 13: <u>APPROVAL BY PARTIES</u>

Before this AGREEMENT shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this AGREEMENT, it shall be null and void with no effect whatsoever.

#### SECTION 14: REVISIONS

Procedural and administrative changes to this AGREEMENT may be made upon mutual written agreement of the City Public Works Director and SEAGO Executive Director.

#### SECTION 15: CONDUCT OF OPERATIONS

The CITY and SEAGO agree to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this AGREEMENT, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits. In addition, both parties agree to maintain adequate professional and general liability insurance coverage at all times while this AGREEMENT is in effect.

#### SECTION 16: INDEMNIFICATION

To the fullest extent permitted by law, each party to this AGREEMENT agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

#### SECTION 17: NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213, and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

#### SECTION 18: <u>MANDATORY PROVISIONS</u>

All provisions required by law to be incorporated into this AGREEMENT shall be a part of this AGREEMENT as if fully written out herein.

#### SECTION 19: RIGHTS OF PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

#### SECTION 20: SEVERABILITY

The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the AGREEMENT, which may remain in effect without the invalid provision, or application.

#### SECTION 21: GOVERNING LAW

This AGREEMENT shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this AGREEMENT are incorporated herein as if fully stated in their

entirety in the AGREEMENT. Each Party agrees to comply with and provisions, the statutes, and the regulations set out in this AGREEMENT.	be responsible for	r the

hereinabove named on the date and year first above written. Approved by the SouthEastern Arizona Governments Organization Executive Board at its meeting on the day of 2018. JOHN DOYLE Date Chair, Executive Board Approved by the City of Sierra Vista City Council at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2018. FREDERICK MUELLER Date Mayor ATTEST: JILL ADAMS City Clerk Pursuant to A.R.S. 11-952, this AGREEMENT has been reviewed by legal counsel for each party to determine it is in proper form and is within the power and authority granted under the laws of the State of Arizona to the respective client agency. APPROVED AS TO FORM: APPROVED AS TO FORM: NATHAN WILLIAMS ANNE CARL Legal Counsel for SEAGO City Attorney LAW OFFICE OF ANNE CARL PLC

IN WITNESS WHEREOF, two (2) identical counterparts of this AGREEMENT, each of

which shall for all purposes be deemed an original thereof, have been duly executed by the parties

P.O. Box 561 Bisbee, AZ 85603

#### EXHIBIT "A"

#### SCHEDULE OF HOURLY RATES, ERES, AND OVERHEAD COSTS

For

#### CIVIL ENGINEERING AND PROJECT DEVELOPMENT SERVICES

#### Effective July 2018

Name	Title	Rate	FICA	MICA	wc	Ret	irement & LTD	Н	ealth	D	ental	She	ort Term Disability	TO	OTAL PER HOUR
			0.062	0.0145	0.0107		0.1180	Va	riable	Va	riable		Variable		
Jing Luo	City Engineer	\$ 49.91	\$ 3.09	\$ 0.72	\$ 0.53	\$	5.89	\$	3.09	\$	0.18	\$	0.80	\$	64.22
Angela Dixon	Sr. Engineer	\$ 46.69	\$ 2.89	\$ 0.68	\$ 0.50	\$	5.51	\$	3.09	\$	0.18	\$	0.75	\$	60.29
Alan Humphrey	Sr. Engineer	\$ 46.69	\$ 2.89	\$ 0.68	\$ 0.50	\$	5.51	\$	4.78	\$	0.38	\$	0.75	\$	62.18
Irene Zuniga	Sr. Engineer	\$ 43.13	\$ 2.67	\$ 0.63	\$ 0.46	\$	5.09	\$	4.78	\$	0.38	\$	0.69	\$	57.83
Bryan Mills	Engineering Tech.	\$ 29.52	\$ 1.83	\$ 0.43	\$ 0.32	\$	3.48	\$	3.09	\$	0.38	\$	0.47	\$	39.52
Eric Quimby	Construction Inspector	\$ 25.19	\$ 1.56	\$ 0.37	\$ 0.27	\$	2.97	\$	3.09	\$	0.38	\$	0.40	\$	34.23

Prepared 06/18/2018



**MEMO TO: EXECUTIVE BOARD** 

FROM: RANDY HEISS, EXECUTIVE DIRECTOR

**DATE:** AUGUST 7, 2018

**SUBJECT: CLASSIFICATION PLAN UPDATE** 

In response to program requirements and tactics in our Strategic Plan, over the past several years, we have added some new positions to our classification plan. For example, the Care Coordinator position was created last year in response to our Strategic Plan tactic to "Improve Service Delivery in the Family Caregiver Support Program", and the Regional Mobility Manager position was added when we accepted ADOT funding for the 5310 Mobility Coordinated Mobility program, yet these positions had not officially been added to our classification plan.

Also, in discussing the classification plan update with staff, there is a desire to update certain job titles to fall in line with program requirements (e.g. AAA Program *Director* instead of Program *Manager*). Others expressed a desire for certain job titles to better reflect the duties and responsibilities (e.g. Transportation *Program Administrator* instead of *Planner*). As our programs and services continue to expand and evolve, the duties of staff performing the work are also shifting. For example, as John moves more and more into GIS services and away from grants coordination and public participation requirements, it is appropriate for his job title to be relevant to the work he is performing (GIS – Technical Services Coordinator).

Job descriptions for active positions within the classification plan have been updated or are in the process of being updated to reflect the incumbents' current responsibilities. Job descriptions for vacant or inactive positions will be updated as the authority to fill them is granted. Updating job descriptions does not require Board approval, whereas updating our classification plan does.

The classification plan presented to the Administrative Council on August 2<sup>nd</sup> included several new positions that staff considered appropriate to include in this update as we look at future growth opportunities. These positions will become necessary as the organization grows (e.g. Human Resources, Procurement, or IT Manager positions). As your Executive Director, I am currently handling these functions to the best of my ability, but we may one day reach a point where this becomes impractical, and it seemed prudent to add these and other positions to our classification plan during this update.

In discussing the proposed classification plan update, the Administrative Council expressed that the new positions could cause concern that staff might fill positions that were not budgeted for. In my memo and presentation, I stated that we would not attempt to fill any new, vacant, or inactive positions unless they were included in the budget process or by another specific action by the Board (e.g. approval to accept a grant). But after considerable discussion, the Administrative Council voted to recommend approval of the proposed classification plan update on the condition that it included only the new positions that had been budgeted for in the FY 2019 budget process.

The attached update to the classification plan complies with the Administrative Council's recommendation. Positions highlighted in teal indicate changes in job title, yellow highlighting indicates a vacant or inactive position, and green highlighting indicates an entirely new position. I have indicated the positions that are budgeted for with a 'B' in the right hand column. Any 'Vacant' positions listed were already included in the existing classification plan.

I have attached the proposed updates to our classification plan for your consideration, and I'll look forward to answering any questions you may have at the meeting.

A motion to approve the proposed classification plan update.						
Action Requested:	☐ Information Only					
Attachments: Classification_Plan_update_AC_8.2.2018.						

#### SEAGO Classification Plan – Position Classification by job series

Job Code	Job Families and Job Classes	Current / FLSA	Incumbent	
101 102 103 104 105 106	Management  Executive Director Area Agency on Aging Program Director Community Development Program Manager Economic Development Program Manager Housing Program Manager Transportation Program Administrator	Exempt Exempt Exempt Exempt Exempt Exempt	Randy Heiss Laura Villa Bonnie Williams Larry Catten Vacant Chris Vertrees	В В В В
155 175 190 195	Administrative Services  Accounting Manager Executive Assistant Administrative Assistant II (FT) Administrative Assistant I (PT)	Exempt Non-Exempt Non-Exempt Non-Exempt	Diane Pashley <mark>Vacant</mark> Vacant Karina Cabrera	В
210 215 230 235 240 290 295	Area Agency on Aging  Management Analyst I Care Coordinator Health Insurance Assistance Program Coord. Health and Nutrition Program Coordinator Ombudsman Program Coordinator Office Specialist II (FT) Office Specialist I (PT)	Non-Exempt Non-Exempt Non-Exempt Non-Exempt Non-Exempt Non-Exempt Non-Exempt	Carrie Gibbons Amparo Ruede Ramona MacMurtrie Shira Martin (1/4 PT) Shira Martin (3/4 PT) Vacant Vacant	B B B B
305 310 390 395	Community Development  Planner II – Community Development Planner I – Community Development Senior Planning Specialist – CDBG (FT) Planning Specialist – CDBG (PT)	Non-Exempt Non-Exempt Non-Exempt Non-Exempt	<mark>Vacant</mark> <mark>Vacant</mark> Keith Dennis <mark>Vacant</mark>	В
405 410	Economic Development  Planner II – Economic Development  Planner I - Economic Development	Non-Exempt Non-Exempt	<mark>Vacant</mark> Vacant	
505 590 595	Housing Senior Housing Program Specialist Housing Program Specialist Housing Assistant (PT)	Non-Exempt Non-Exempt Non-Exempt	Vacant Vacant Vacant	

#### SEAGO Classification Plan – Position Classification by job series

#### Transportation

<mark>605</mark>	Planner II – Transportation	Non-Exempt	<mark>Vacant</mark>	
<mark>610</mark>	Planner I – Transportation	Non-Exempt	<mark>Vacant</mark>	
615	Regional Mobility Manager	Non-Exempt	Connie Gastelum	В
<mark>620</mark>	Assistant Regional Mobility Manager	Non-Exempt	<mark>Vacant</mark>	
625	Training – Title VI Coordinator	Non-Exempt	Jessica Urrea	В
630	GIS – Technical Services Coordinator	Non-Exempt	John Merideth	В

Teal = Change of Title
Yellow = Vacant or Inactive Position

Green = New Position = Budgeted В



MEMO TO: EXECUTIVE BOARD

THROUGH: RANDY HEISS, EXECUTIVE DIRECTOR

FROM: LARRY CATTEN, ECONOMIC DEVELOPMENT PLANNER

**DATE:** AUGUST 7, 2018

CONSIDERATION OF AGREEMENTS FOR GRAHAM COUNTY AND

**SUBJECT:** GREENLEE COUNTY TARGET INDUSTRY STUDIES

SEAGO has received a grant from the Freeport-McMoRan Graham County Community Investment Fund to conduct a target industry study for Graham County, Arizona, and a grant from the United Way of Graham and Greenlee Counties to conduct a target industry study for Greenlee County. After extensive due diligence by the SEAGO Economic Development Planner in searching for a viable and cost effective entity to conduct a target industry study, and with advise and support from the Chair of the Gila Valley Economic Development Corporation and the Greenlee County Economic Development Coordinator, it is proposed that SEAGO enter into an Intergovernmental Agreement for a target industry study to be conducted by the Western Rural Development Center (WRDC), a public service entity of Utah State University.

Under the terms of the proposed Agreement, WRDC will also sub-contract with ESI Corporation, a highly qualified economic development consultant, to collaborate on developing the requisite data to identify target industry sectors for both Graham and Greenlee Counties, and facilitate the development of target industry attraction and retention strategies for the identified target industries for each County.

The cost for proposed study, to be paid from the respective grants, will be \$16,644.53 for the Graham County study, and \$16.644.53 for the Greenlee County study. The two studies conducted by WRDC will be conducted independently and separately for each county, and the data and subsequent strategic plans will be separate for each county. It is anticipated that the target industry study for each county will begin in September 2018 and completed in May 2019.

It is important to note that at the completion of the respective studies and strategic planning processes, there will be funds available from the two grants to assist in the strategic plan implementation initiatives for each county.

At their meeting on August 2<sup>nd</sup>, the Administrative Council unanimously recommended approval to the Executive Board of the proposed IGAs with WRDC.

#### Attachments:

1. Intergovernmental Agreement between the Western Rural Development Center and SouthEastern Arizona Governments Organization for Target Industry Study Consulting Services for Graham County, Arizona.

- 1a. EXHIBIT A Graham County, Arizona, Target Industry Study Deliverables
- 1b. EXHIBIT B Western Rural Development Center Budget and Proposal for Graham and Greenlee Counties, Arizona Target Industry Study
- 1c. EXHIBIT C Payment Schedule for Target Industry Study Consulting Services for Graham County, Arizona
- 2. Intergovernmental Agreement between the Western Rural Development Center and SouthEastern Arizona Governments Organization for Target Industry Study Consulting Services for Greenlee County, Arizona.
  - 2a. EXHIBIT A Greenlee County, Arizona, Target Industry Study Deliverables
  - 2b. EXHIBIT B Western Rural Development Center Budget and Proposal for Graham and Greenlee Counties, Arizona Target Industry Study
  - 2c. EXHIBIT C Payment Schedule for Target Industry Study Consulting Services for Greenlee County, Arizona

Action Requested:	☐ Information Only	
•		<del></del>

Motion 1 - A motion to approve the Intergovernmental Agreement, between SEAGO and the WRDC, for a target industry study for Graham County, and an Intergovernmental Agreement, between SEAGO and the WRDC, for a target industry study for Greenlee County, and authorizing the SEAGO Executive Board Chair to execute the respective Agreements.

Motion 2 – Recognizing that the proposed Intergovernmental Agreements are currently being reviewed by Utah State University, a motion allowing for alterations to the respective Agreements and the associated Exhibits so long as any changes do not substantially change the purpose, intent, cost, and expected deliverables of the Agreement approved in Motion 1.

#### INTERGOVERNMENTAL AGREEMENT

#### Between

#### THE WESTERN RURAL DEVELOPMENT CENTER

#### And

#### SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION

For

#### TARGET INDUSTRY STUDY CONSULTING SERVICES FOR GRAHAM COUNTY, ARIZONA

THIS AGREEMENT, made and entered into by and between the Western Rural Development Center, a public service entity of Utah State University, located in Logan, Utah (hereinafter, "WRDC"), and the SouthEastern Arizona Governments Organization, the regional Council of Governments for Cochise, Graham, Greenlee and Santa Cruz Counties (hereinafter, "SEAGO").

#### SECTION 1: RECITALS

WHEREAS, SEAGO has received a grant from the Freeport-McMoRan Graham County Community Investment Fund to conduct a target industry study for Graham County, Arizona (hereinafter, "study"), to achieve the deliverables included in this AGREEMENT as Exhibit A (hereinafter, "Exhibit A"); and

WHEREAS, the WRDC has a mission to be "a regional catalyst for capacity building in the West" with an experienced professional staff that "collaborates with its public and private sector partners to promote excellence in research, education, and extension for the prosperity of western rural communities"; and

WHEREAS, the WRDC has extensive experience, in providing target industry data analysis for rural communities, and has the professional expertise, and capacity to provide the scope of services necessary to complete the study for Graham County, as identified in Exhibit A; and

WHEREAS, the WRDC has submitted a budget proposal included in this AGREEMENT as Exhibit B (hereinafter, "Exhibit B"), for the scope of services to be engaged by WRDC to complete a study consistent with the deliverables identified in Exhibit A; and

WHEREAS, the WRDC proposal includes ESI Corporation (hereinafter, "ESI") as a sub-contractor to WRDC to complete the study in a manner consistent with Exhibit A; and

WHEREAS, ESI is an Arizona corporation in the business of providing targeted industry analysis and industry cluster identification, and is qualified to perform the ESI identified scope of work in Exhibit B; and

WHEREAS, SEAGO desires the WRDC to perform professional consulting services in the preparation of a target industry study for Graham County, Arizona

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts and agreements between public agencies or public procurement units for cooperative actions, and in consideration of the mutual promises contained in this AGREEMENT, and of the mutual benefits to result therefrom, the parties agree as follows:

SECTION 2: <u>TERM</u>

The term of this AGREEMENT shall be from September 1, 2018 to June 3, 2019.

SECTION 3: PURPOSE

The purpose of this AGREEMENT is to provide consulting services for the Graham County, Arizona, Target Industry Study, consistent with Exhibit B, and as described in SECTION 1 of this AGREEMENT.

#### SECTION 4: FINANCING AND COMPENSATION

The work performed under this AGREEMENT shall be financed from the grant funding described in SECTION 1. SEAGO will compensate the WRDC for its performance, and the WRDC agrees to accept as complete payment for such full performance, **the sum of Sixteen Thousand, Six Hundred Forty Four Dollars and 53/100 (\$16,644.53)** for the nine (9) month term of this AGREEMENT. Charges for additional services that constitute a requested increase in scope of work may be negotiated. Such additional work shall be requested in writing by the WRDC and must be approved by SEAGO's Executive Director.

#### SECTION 5: TERMINATION

Either party may terminate this AGREEMENT without cause upon providing thirty (30) days written notice to the other party. In the event either party is in breach of this AGREEMENT, this AGREEMENT may be terminated after providing written notice with twenty (20) days to correct or remedy the breach. If said breach is not remedied, this AGREEMENT shall terminate at the expiration of the twenty (20) day period. The WRDC will not be responsible to provide services after the date of termination. SEAGO will not be responsible for any payments after the date of termination unless attributable to services provided prior to the date of termination.

#### SECTION 6: PERFORMANCE OF WORK

The WRDC promises and agrees to perform the work, as described in this AGREEMENT and the Scope of Services in a good, competent and professional manner, and as specifically indicated in WRDC's Proposal (Exhibit B). Exhibits A, B, and C are incorporated herein by this reference, and the documents are made a part of this AGREEMENT as if the same were fully set forth herein. In the event that any incorporated term or provision conflicts with this AGREEMENT, this AGREEMENT controls.

#### SECTION 7: INVOICING AND PAYMENTS

The WRDC shall invoice SEAGO at the conclusion of each month of the nine (9) month term of this AGREEMENT. The invoice shall be consistent with the Payment Schedule included as Exhibit C to this AGREEMENT (hereinafter, "Exhibit C"). The invoice shall show the WRDC's name, address, phone number, fax number, and any other necessary information. All invoices are subject to review and certification of SEAGO's authorized representative prior to payment.

Every payment obligation of SEAGO under this AGREEMENT is conditioned upon the availability of funds, appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by SEAGO at the end of the period for which the funds are available. No liability shall accrue to SEAGO in the event this provision is exercised, and SEAGO shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### SECTION 8: RESPONSIBILITY

Each party agrees to assume responsibility for the conduct of its employees, officials, and agents and for all claims, demands, suits, damages, and loss which result from the negligence or intentional torts of such party or its agents, officials, and employees in the performance of this AGREEMENT. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties in comparison with others, including, but not limited to the other party who may have contributed to, or in part caused any such claim to arise.

#### SECTION 9: ADMINISTRATION OF AGREEMENT

Each party shall designate a representative or representatives, notice of the same to be provided to the other party, who shall be jointly responsible for developing procedures to be utilized in fulfilling this AGREEMENT and providing other administrative services as necessary.

#### SECTION 10: <u>DISPUTE RESOLUTION</u>

Any disputes arising under this AGREEMENT shall be referred to the WRDC Director and SEAGO Executive Director for joint resolution. Disputes that cannot be resolved at this level shall result in written notice of termination pursuant to SECTION 5 of this AGREEMENT.

#### SECTION 11: NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

SEAGO: WRDC:

Larry Catten Economic Development Program Manager 1403 W. Highway 92 Bisbee, Arizona 85603 Phone: (520) 432-2622 Dr. Don E. Albrecht Director, Western Rural Development Center Utah State University 4880 Old Main Hill Logan, UT 84322-4880

#### SECTION 12: ASSIGNMENT

Neither party shall assign the rights nor duties under this AGREEMENT to a third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

#### SECTION 13: <u>APPROVAL BY PARTIES</u>

Before this AGREEMENT shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this AGREEMENT, it shall be null and void with no effect whatsoever.

#### SECTION 14: REVISIONS

Procedural and administrative changes to this AGREEMENT may be made upon mutual written agreement of the WRDC Director and SEAGO Executive Director.

#### SECTION 15: CONDUCT OF OPERATIONS

The WRDC and SEAGO agree to be responsible for the conduct of its operations, performance of contract obligations and the actions of its own personnel while performing services under this AGREEMENT, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits. In addition, both parties agree to maintain adequate professional and general liability insurance coverage at all times while this AGREEMENT is in effect.

#### SECTION 16: <u>INDEMNIFICATION</u>

To the fullest extent permitted by law, each party to this AGREEMENT agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

#### SECTION 17: NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213, and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

#### SECTION 18: <u>MANDATORY PROVISIONS</u>

All provisions required by law to be incorporated into this AGREEMENT shall be a part of this AGREEMENT as if fully written out herein.

#### SECTION 19: RIGHTS OF PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

#### SECTION 20: SEVERABILITY

The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the AGREEMENT, which may remain in effect without the invalid provision, or application.

#### SECTION 21: GOVERNING LAW

This AGREEMENT shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this AGREEMENT are incorporated herein as if fully stated in their entirety in the AGREEMENT. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this AGREEMENT.

IN WITNESS WHEREOF, two (2) identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first below written. Approved by the SouthEastern Arizona Governments Organization Executive Board at its meeting on the 17<sup>th</sup> day of August 2018. John Dovle Date Executive Board Chair, SEAGO Approval on behalf of the Western Rural Development Center: Robert Kekauoha Date Senior Purchasing Agent, Utah State University ATTEST: Randy Heiss Date Executive Director, SEAGO Pursuant to A.R.S. § 11-952, this AGREEMENT has been reviewed by legal counsel for SEAGO to determine it is in proper form and is within the power and authority granted under the laws of the State of Arizona to the respective client agency. APPROVED AS TO FORM:

ANNE CARL

Legal Counsel for SEAGO

#### **EXHIBIT A**

### Graham County, Arizona Target Industry Study Deliverables

#### **Study Goal**

The goal of the "Target Industry Study" is to:

- 1. Identify industry sectors ("target industry sector") and businesses within those industry sectors that may have an interest in locating in Graham County, Arizona.
- 2. Identify the reasons why a business within a target industry sector may have reason to consider Graham County as a location to locate a business operation.
- 3. Identify possible strategic goals to effectively position Graham County to attract businesses within the identified target industry sectors.
- 4. Identify possible strategic goals for effectively attracting businesses within the identified target industry sectors.
- 5. Identify businesses currently located in Graham County that fall within the category of a target industry sector.
- 6. Identify the potential for expansion of target industry businesses located in Graham County.
- 7. Identify possible strategic goals for effectively assisting the growth/expansion of local businesses within the identified target industry sectors.

#### **Study Deliverables**

Following are the expected deliverables from the consultant retained to perform the Graham County target industry analysis:

- 1. A concise identification of target industry sectors that might be attracted to locate in Graham County. The identification must include, but not be limited to:
  - a. Detailed analysis of the reasons that a particular industry sector would consider locating in Graham County.
  - b. Recommendations for specific strategic goals, objectives and action steps for recruitment of businesses in the identified industry sectors. Strategic goals, objectives, and action steps should address, but not be limited to:
    - 1) Infrastructure needs/development that would position Graham County for effective target industry attraction.
    - 2) Community development needs that should be addressed to position Graham County for effective target industry attraction.
    - 3) Specific marketing and outreach strategies that should be engaged to attract businesses within the identified target industry sectors.
- 2. Identification of existing Graham County businesses that fall within the identified category of target industries (identified in Deliverables #1 above). The identification of existing Graham County businesses must also include, but not be limited to:
  - a. The expansion potential of the identified businesses.
  - b. Recommendations for specific strategic goals, objectives and action steps for expansion of local businesses in the identified industry sectors.

#### **EXHIBIT B**

### Western Rural Development Center BUDGET PROPOSAL

#### For Graham and Greenlee Counties, Arizona Target Industry Study

#### **BUDGET**

ITEM	DESCRIPTION	AMOUNT
Α	Travel – Dr. Albrecht	\$2,400.00
В	Travel – Arizona Extension Professionals	\$2,200.00
С	Car Rental	\$750.00
D	Airport Parking	\$108.00
E	Per Diem	\$423.00
F	Mileage	\$483.06
G	Hotel	\$750.00
Н	Data Analysis – University of Nevada, Reno	\$3,000.00
ı	ESI Corp Fees	\$23,175.00
	TOTAL	\$33,289.06

#### **JUSTIFICATION**

ITEM A	\$2,400.00
Travel- Flight from Salt Lake City, UT to Tucson, AZ - \$400 x 6 trips	
ITEM B	\$2,200.00
Travel - University of Arizona Extension Professionals – Travel to Meetings	
ITEM C	\$750.00
Car Rental - Car Rental - \$125 x 6 trips	
ITEM D	\$108.00
Airport Parking - Airport Parking - \$18 x 6 trips	
ITEM E	\$423.00
Per Diem - Per Diem - \$70.50 x 6 trips	
ITEM F	\$483.06
Mileage - Mileage from Logan, UT to SLC, UT – 166 miles x 6 trips	
ITEM G	\$750.00
Hotel - Hotel Room - \$125 x 6	
ІТЕМ Н	\$3,000.00
Data Analysis - Data Analysis, University of Nevada, Reno - \$1,500 x 2	42,000
ITEM I	\$23,175.00
ESI Corp Fees	,

TOTAL FUNDING REQUEST \$33,289.06

#### **EXHIBIT C**

#### **PAYMENT SCHEDULE**

For

#### TARGET INDUSTRY STUDY CONSULTING SERVICES FOR GRAHAM COUNTY, ARIZONA

Invoice Date	Payment Amount
September 30, 2018	\$592.86
October 31, 2018	\$592.86
November 30, 2018	\$2,092.85
December 28, 2018	\$2,524.06
January 31, 2019	\$2,524.06
February 28, 2019	\$2,524.09
March 29, 2019	\$1,931.25
April 30, 2019	\$1,931.25
May 31, 2019	\$1,931.25
Total	\$16,644.53

#### INTERGOVERNMENTAL AGREEMENT

#### Between

#### THE WESTERN RURAL DEVELOPMENT CENTER

#### And

#### SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION

For

## TARGET INDUSTRY STUDY CONSULTING SERVICES FOR GREENLEE COUNTY, ARIZONA

THIS AGREEMENT, made and entered into by and between the Western Rural Development Center, a public service entity of Utah State University, located in Logan, Utah (hereinafter, "WRDC"), and the SouthEastern Arizona Governments Organization, the regional Council of Governments for Cochise, Graham, Greenlee and Santa Cruz Counties (hereinafter, "SEAGO").

#### SECTION 1: RECITALS

WHEREAS, SEAGO has received a grant from the United Way of Graham and Greenlee Counties to conduct a target industry study for Greenlee County, Arizona (hereinafter, "study"), to achieve the deliverables included in this AGREEMENT as Exhibit A (hereinafter, "Exhibit A"); and

WHEREAS, the WRDC has a mission to be "a regional catalyst for capacity building in the West" with an experienced professional staff that "collaborates with its public and private sector partners to promote excellence in research, education, and extension for the prosperity of western rural communities"; and

WHEREAS, the WRDC has extensive experience, in providing target industry data analysis for rural communities, and has the professional expertise, and capacity to provide the scope of services necessary to complete the study for Greenlee County, as identified in Exhibit A: and

WHEREAS, the WRDC has submitted a budget proposal included in this AGREEMENT as Exhibit B (hereinafter, "Exhibit B"), for the scope of services to be engaged by WRDC to complete a study consistent with the deliverables identified in Exhibit A; and

WHEREAS, the WRDC proposal includes ESI Corporation (hereinafter, "ESI") as a subcontractor to WRDC to complete the study in a manner consistent with Exhibit A; and

WHEREAS, ESI is an Arizona corporation in the business of providing targeted industry analysis and industry cluster identification, and is qualified to perform the ESI identified scope of work in Exhibit B: and

WHEREAS, SEAGO desires the WRDC to perform professional consulting services in the preparation of a target industry study for Greenlee County, Arizona

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts and agreements between public agencies or public procurement units for cooperative actions, and in consideration of the mutual promises contained in this AGREEMENT, and of the mutual benefits to result therefrom, the parties agree as follows:

SECTION 2: TERM

The term of this AGREEMENT shall be from September 1, 2018 to June 3, 2019.

SECTION 3: PURPOSE

The purpose of this AGREEMENT is to provide consulting services for the Greenlee County, Arizona, Target Industry Study, consistent with Exhibit B, and as described in SECTION 1 of this AGREEMENT.

SECTION 4: FINANCING AND COMPENSATION

The work performed under this AGREEMENT shall be financed from the grant funding described in SECTION 1. SEAGO will compensate the WRDC for its performance, and the WRDC agrees to accept as complete payment for such full performance, **the sum of Sixteen Thousand, Six Hundred Forty Four Dollars and 53/100 (\$16,644.53)** for the nine (9) month term of this AGREEMENT. Charges for additional services that constitute a requested increase in scope of work may be negotiated. Such additional work shall be requested in writing by the WRDC and must be approved by SEAGO's Executive Director.

SECTION 5: TERMINATION

Either party may terminate this AGREEMENT without cause upon providing thirty (30) days written notice to the other party. In the event either party is in breach of this AGREEMENT, this AGREEMENT may be terminated after providing written notice with twenty (20) days to correct or remedy the breach. If said breach is not remedied, this AGREEMENT shall terminate at the expiration of the twenty (20) day period. The WRDC will not be responsible to provide services after the date of termination. SEAGO will not be responsible for any payments after the date of termination unless attributable to services provided prior to the date of termination.

SECTION 6: PERFORMANCE OF WORK

The WRDC promises and agrees to perform the work, as described in this AGREEMENT and the Scope of Services in a good, competent and professional manner, and as specifically indicated in WRDC's Proposal (Exhibit B). Exhibits A, B, and C are incorporated herein by this reference, and the documents are made a part of this AGREEMENT as if the same were fully set forth herein. In the event that any incorporated term or provision conflicts with this AGREEMENT, this AGREEMENT controls.

SECTION 7: <u>INVOICING AND PAYMENTS</u>

The WRDC shall invoice SEAGO at the conclusion of each month of the nine (9) month term of this AGREEMENT. The invoice shall be consistent with the Payment Schedule included as Exhibit C to this AGREEMENT (hereinafter, "Exhibit C"). The invoice shall show the WRDC's

name, address, phone number, fax number, and any other necessary information. All invoices are subject to review and certification of SEAGO's authorized representative prior to payment.

Every payment obligation of SEAGO under this AGREEMENT is conditioned upon the availability of funds, appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by SEAGO at the end of the period for which the funds are available. No liability shall accrue to SEAGO in the event this provision is exercised, and SEAGO shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### SECTION 8: RESPONSIBILITY

Each party agrees to assume responsibility for the conduct of its employees, officials, and agents and for all claims, demands, suits, damages, and loss which result from the negligence or intentional torts of such party or its agents, officials, and employees in the performance of this AGREEMENT. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties in comparison with others, including, but not limited to the other party who may have contributed to, or in part caused any such claim to arise.

#### SECTION 9: <u>ADMINISTRATION OF AGREEMENT</u>

Each party shall designate a representative or representatives, notice of the same to be provided to the other party, who shall be jointly responsible for developing procedures to be utilized in fulfilling this AGREEMENT and providing other administrative services as necessary.

#### SECTION 10: DISPUTE RESOLUTION

Any disputes arising under this AGREEMENT shall be referred to the WRDC Director and SEAGO Executive Director for joint resolution. Disputes that cannot be resolved at this level shall result in written notice of termination pursuant to SECTION 5 of this AGREEMENT.

#### SECTION 11: NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

SEAGO: WRDC:

Larry Catten
Economic Development Program Manager
1403 W. Highway 92
Bisbee, Arizona 85603
Phone: (520) 432-2622

Dr. Don E. Albrecht Director, Western Rural Development Center Utah State University 4880 Old Main Hill Logan, UT 84322-4880

#### SECTION 12: <u>ASSIGNMENT</u>

Neither party shall assign the rights nor duties under this AGREEMENT to a third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

#### SECTION 13: <u>APPROVAL BY PARTIES</u>

Before this AGREEMENT shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this AGREEMENT, it shall be null and void with no effect whatsoever.

#### SECTION 14: REVISIONS

Procedural and administrative changes to this AGREEMENT may be made upon mutual written agreement of the WRDC Director and SEAGO Executive Director.

#### SECTION 15: CONDUCT OF OPERATIONS

The WRDC and SEAGO agree to be responsible for the conduct of its operations, performance of contract obligations and the actions of its own personnel while performing services under this AGREEMENT, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits. In addition, both parties agree to maintain adequate professional and general liability insurance coverage at all times while this AGREEMENT is in effect.

#### SECTION 16: <u>INDEMNIFICATION</u>

To the fullest extent permitted by law, each party to this AGREEMENT agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

#### SECTION 17: NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213, and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

#### SECTION 18: MANDATORY PROVISIONS

All provisions required by law to be incorporated into this AGREEMENT shall be a part of this AGREEMENT as if fully written out herein.

#### SECTION 19: RIGHTS OF PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

SECTION 20: SEVERABILITY

The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the AGREEMENT, which may remain in effect without the invalid provision, or application.

#### SECTION 21: GOVERNING LAW

This AGREEMENT shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this AGREEMENT are incorporated herein as if fully stated in their entirety in the AGREEMENT. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this AGREEMENT.

IN WITNESS WHEREOF, two (2) identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first below written. Approved by the SouthEastern Arizona Governments Organization Executive Board at its meeting on the 17<sup>th</sup> day of August 2018. John Dovle Date Executive Board Chair, SEAGO Approval on behalf of the Western Rural Development Center: Robert Kekauoha Date Senior Purchasing Agent, Utah State University ATTEST: Randy Heiss Date Executive Director, SEAGO Pursuant to A.R.S. § 11-952, this AGREEMENT has been reviewed by legal counsel for SEAGO to determine it is in proper form and is within the power and authority granted under the laws of the State of Arizona to the respective client agency. APPROVED AS TO FORM:

ANNE CARL

Legal Counsel for SEAGO

#### **EXHIBIT A**

## Greenlee County, Arizona Target Industry Study Deliverables

#### **Study Goal**

The goal of the "Target Industry Study" is to:

- 1. Identify industry sectors ("target industry sector") and businesses within those industry sectors that may have an interest in locating in Greenlee County, Arizona.
- 2. Identify the reasons why a business within a target industry sector may have reason to consider Greenlee County as a location to locate a business operation.
- 3. Identify possible strategic goals to effectively position Greenlee County to attract businesses within the identified target industry sectors.
- 4. Identify possible strategic goals for effectively attracting businesses within the identified target industry sectors.
- 5. Identify businesses currently located in Greenlee County that fall within the category of a target industry sector.
- 6. Identify the potential for expansion of target industry businesses located in Greenlee County.
- 7. Identify possible strategic goals for effectively assisting the growth/expansion of local businesses within the identified target industry sectors.

#### **Study Deliverables**

Following are the expected deliverables from the consultant retained to perform the Greenlee County target industry analysis:

- 1. A concise identification of target industry sectors that might be attracted to locate in Greenlee County. The identification must include, but not be limited to:
  - a. Detailed analysis of the reasons that a particular industry sector would consider locating in Greenlee County.
  - b. Recommendations for specific strategic goals, objectives and action steps for recruitment of businesses in the identified industry sectors. Strategic goals, objectives, and action steps should address, but not be limited to:
    - 1) Infrastructure needs/development that would position Greenlee County for effective target industry attraction.
    - 2) Community development needs that should be addressed to position Greenlee County for effective target industry attraction.
    - 3) Specific marketing and outreach strategies that should be engaged to attract businesses within the identified target industry sectors.
- 2. Identification of existing Greenlee County businesses that fall within the identified category of target industries (identified in Deliverables #1 above). The identification of existing Greenlee County businesses must also include, but not be limited to:
  - a. The expansion potential of the identified businesses.
  - b. Recommendations for specific strategic goals, objectives and action steps for expansion of local businesses in the identified industry sectors.

#### **EXHIBIT B**

#### Western Rural Development Center BUDGET PROPOSAL

#### For Graham and Greenlee Counties, Arizona Target Industry Study

#### **BUDGET**

ITEM	DESCRIPTION	AMOUNT
Α	Travel – Dr. Albrecht	\$2,400.00
В	Travel – Arizona Extension Professionals	\$2,200.00
С	Car Rental	\$750.00
D	Airport Parking	\$108.00
E	Per Diem	\$423.00
F	Mileage	\$483.06
G	Hotel	\$750.00
Н	Data Analysis – University of Nevada, Reno	\$3,000.00
ı	ESI Corp Fees	\$23,175.00
	TOTAL	\$33,289.06

#### **JUSTIFICATION**

ITEM A	\$2,400.00
Travel- Flight from Salt Lake City, UT to Tucson, AZ - \$400 x 6 trips	
ITEM B	\$2,200.00
Travel - University of Arizona Extension Professionals – Travel to Meetings	
ITEM C	\$750.00
Car Rental - Car Rental - \$125 x 6 trips	
ITEM D	\$108.00
Airport Parking - Airport Parking - \$18 x 6 trips	
ITEM E	\$423.00
Per Diem - Per Diem - \$70.50 x 6 trips	
ITEM F	\$483.06
Mileage - Mileage from Logan, UT to SLC, UT – 166 miles x 6 trips	
ITEM G	\$750.00
Hotel - Hotel Room - \$125 x 6	
ITEM H	\$3,000.00
Data Analysis - Data Analysis, University of Nevada, Reno - \$1,500 x 2	<b>+0,000,00</b>
ITEM I	\$23,175.00
ESI Corp Fees	. ,

TOTAL FUNDING REQUEST \$33,289.06

#### **EXHIBIT C**

#### **PAYMENT SCHEDULE**

For

#### TARGET INDUSTRY STUDY CONSULTING SERVICES FOR GREENLEE COUNTY, ARIZONA

Invoice Date	Payment Amount	
September 30, 2018	\$592.86	
October 31, 2018	\$592.86	
November 30, 2018	\$2,092.85	
December 28, 2018	\$2,524.06	
January 31, 2019	\$2,524.06	
February 28, 2019	\$2,524.09	
March 29, 2019	\$1,931.25	
April 30, 2019	\$1,931.25	
May 31, 2019	\$1,931.25	
Total	\$16,644.53	



MEMO TO: EXECUTIVE BOARD

THROUGH: RANDY HEISS, EXECUTIVE DIRECTOR

FROM: CHRIS VERTREES, SEAGO TRANSPORTATION PLANNER

**DATE:** AUGUST 7, 2018

**SUBJECT:** RESOLUTION NO. 2018-03

As some of you may recall, in response to the requirements of Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and ADOT, SEAGO developed a Title V Plan in July 2011. The purpose of the Plan is to describe how SEAGO intends to ensure that underserved individuals are provided meaningful opportunities to become involved in the transportation planning process within the SEAGO region. At the time the Plan was developed, there was no federal requirement that such a plan be approved by an agency's governing board. Since that time, the FTA has revised its Circular 4 702.1 B, which, among other things, now requires approval of Title VI plans by an agency's governing board.

While ADOT will accept the minutes of a meeting as evidence of governing board approval, the minutes do not become official until approved at a subsequent meeting. Because meetings of the SEAGO Executive Board occur quarterly, approval of the August 17<sup>th</sup> meeting minutes will not be considered until November – well after the deadline for ADOT to submit our Title VI plan to FTA. Therefore, I have prepared a Resolution for your consideration which, if adopted, will provide immediate evidence of the Executive Board's approval of SEAGO's Title VI Implementation and Public Participation Plan dated August 1, 2018.

Due to the amount of paper inclusion of the Title VI Plan would add to your meeting packet, we have posted the Plan to SEAGO's website for your review. The Plan will be available on August 1, 2018. You will be able to read or download the plan at that time by clicking the following link: <a href="http://www.seago.org/tsp/title6.html">http://www.seago.org/tsp/title6.html</a>.

Attachments: Resolution No. 2018-03					
Action Requested:	☐ Information Only				
A motion to approve Resolution No. 2018-03.					



#### SouthEastern Arizona Governments Organization

Serving our member governments and their constituents since 1972

#### SEAGO Member Entities

Cochise County Benson Bisbee Douglas Huachuca City Sierra Vista Tombstone Willcox Graham County Pima Safford San Carlos Apache Tribe Thatcher Greenlee County Clifton Duncan Santa Cruz County Nogales Patagonia

#### SEAGO Main Office

Administration CDBG Economic Dev. Housing Transportation

1403 W. Hwy 92 Bisbee, AZ 85603 520-432-5301 520-432-5858 Fax

### Area Agency on Aging Office

300 Collins Road Bisbee, AZ 85603 520-432-2528 520-432-9168 Fax

www.seago.org

#### **RESOLUTION NO. 2018-03**

A RESOLUTION OF THE SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION APPROVING THE ORGANIZATION'S TITLE VI IMPLEMENTATION AND PUBLIC PARTICIPATION PLAN DATED AUGUST 1, 2018

**WHEREAS**, the SouthEastern Arizona Governments Organization (SEAGO) is a council of governments serving the four-county region of Cochise, Graham, Greenlee, and Santa Cruz Counties; and

**WHEREAS**, the SouthEastern Arizona Governments Organization is a subrecipient of funding from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) passed through Arizona Department of Transportation (ADOT), to carry out an annual work plan consisting of transportation and public transit planning activities; and

**WHEREAS**, Pursuant to 23 CFR 635.102, ADOT has the authority to delegate project administration and management to subrecipients and Local Public Agencies (LPAs) including any city, county, township, municipality, or other political subdivision that may be empowered to cooperate with the ADOT in highway matters; and

WHEREAS, as an LPA and subrecipient of FHWA and FTA funding, SEAGO is required to carry out its transportation planning duties and obligations in accordance with all applicable federal requirements, including but not limited to Title VI of the Civil Rights Act of 1964, which requires outreach to underserved groups; and

WHEREAS, in accordance with Title VI requirements, SEAGO has developed a Title VI Implementation and Public Participation Plan, the purpose of which is to describe how SEAGO intends to ensure that underserved individuals are provided meaningful opportunities to become involved in the transportation planning process within the SEAGO region; and

**WHEREAS**, FTA Circular 4 702.1 B, as revised, now requires Governing Board approval of Title VI plans.

**NOW, THEREFORE, BE IT RESOLVED** that the SEAGO Executive Board hereby approves the Title VI Implementation and Public Participation Plan dated August 1, 2018.

Passed and adopted by the SEAGO Executive Board on this 17<sup>th</sup> day of August 2018.

Randy Heiss, Executive Director SouthEastern Arizona Governments Organization John Doyle, Chair Executive Board



**MEMO TO:** EXECUTIVE BOARD

THROUGH: RANDY HEISS, EXECUTIVE DIRECTOR

FROM: CHRIS VERTREES, SEAGO TRANSPORTATION PLANNER

**DATE:** AUGUST 7, 2018

SUBJECT: SEAGO/SVMPO REGIONAL STRATEGIC HIGHWAY SAFETY PLAN

The SEAGO/SVMPO Regional Strategic Highway Safety Plan (SHSP) was completed this month. The full plan can be reviewed at <a href="http://www.seago.org/tsp/shsp.html">http://www.seago.org/tsp/shsp.html</a>. The following is a summary of the study:

#### **Background**

In March 2015, SEAGO secured a \$350,000 Highway Safety Improvement Program (HSIP) grant to develop a SEAGO/SVMPO SHSP. In June 2015, the SEAGO Administrative and Executive Committees approved the project. In August 2015, the SEAGO Executive Board approved allowing SEAGO to develop a 'Request for Proposals', to advertise for, and to select a consultant to assist in the development of the safety plan. In January 2016, the SEAGO TAC selected Amec, Foster, Wheeler as our safety plan consultant. In March 2016, the SEAGO TAC kicked-off the project.

#### **Purpose**

The SHSP establishes a vision, goal, emphasis areas, strategies, network screening methodology, and potential safety projects for the region. The purpose of this safety plan is to reduce the risk of death and serious injury for all transportation users in the SEAGO and SVMPO regions.

This safety plan was developed based on:

- State crash data analysis
- Stakeholder input
- Public input
- Coordination with the Arizona Strategic Highway Safety Plan

The SEAGO/SVMPO SHSP will serve as a tool for recommending projects for inclusion in the regional agency's Transportation Improvement Program (TIP).

#### Public Input

This safety plan was created with support from local stakeholders, community members and the SEAGO and SVMPO Technical Advisory Committees, all of which provided important information regarding the current safety conditions in the region.

In May 2016, SEAGO hosted four study sessions throughout the region. The study sessions focused on collecting input from law enforcement, emergency services, local school systems, and public agency officials. A total of 38 persons attended those meetings. In July and October 2016, SEAGO held public meetings in Cochise and Graham counties. A total of 19 persons participated in those meetings.

In addition to meetings, the public had an opportunity to provide comments online using a Social Pinpoint mapping tool. The online public engagement platform was launched April 25, 2016 to supplement the public meeting outreach events listed above. The Social Pinpoint tool provided users with an easy to use platform to identify specific locations on a map to comment on safety concerns from a driver, a pedestrian, and a bicyclist perspective and 327 comments were received through the online mapping tool.

#### System Performance Analysis

Crash data from the ADOT Accident Location Identification and Surveillance System (ALISS) was obtained and used for this study. The most recent five years of crash data (2011-2015) at the time of the study was analyzed to determine existing crash performance, comparison to state data, and identify crash hot spots in the region.

Key findings from the crash data analysis include:

- 61% of fatal crashes involved lane departure
- 53% of fatal crashes involved unrestrained occupants
- 39% of fatal crashes involved speeding
- 36% of fatal crashes involved impaired driving
- 25% of fatal crashes involved drivers under the age of 25

The crash data collected is available on pages 4-26 of the safety plan.

#### Regional Safety Vision and Goal

The FHWA vision for transportation safety is "Towards Zero Deaths". This campaign is a data driven effort to reduce fatal crashes and to create a traffic safety culture across the country. The Arizona SHSP further expanded on this vision by adopting "Towards Zero Deaths by Reducing Crashes for a Safer Arizona".

A SEAGO specific safety vision and goal was voted on and approved by the SEAGO TAC. The regional vision and goal were developed to be consistent with the statewide vision and goal. The SEAGO/SVMPO safety vision is "Stay Alive, Focus on the Drive". SEAGO/SVMPO goal for transportation safety is "Improve the Safety of Our Roads...Let's Reduce Fatalities and Severe Injuries in the Next 5 Years".

#### Region Emphasis Areas

The Arizona SHSP identifies 12 emphasis areas that comprise the top crash categories for serious injury and fatal crashes across the state. The statewide emphasis areas are:

- 1. Speeding and Aggressive driving
- 2. Impaired driving
- 3. Occupant protection

- 4. Motorcycles
- 5. Distracted Driving
- 6. Roadway Infrastructure and Operations
- Age Related
- 8. Heavy Vehicles
- 9. Non-Motorized users
- Natural Risks
- 11. Traffic incident management
- 12. Interjurisdictional

SEAGO selected six emphasis areas to concentrate their safety efforts on; SVMPO added a seventh emphasis area targeted for the Sierra Vista region (pedestrians):

- 1. Lane Departure
- 2. Occupant Protection
- 3. Speeding
- 4. Impaired Driving
- 5. Young Driver Under 25
- 6. Distracted Driving

Page 31 of the Plan shows these regional emphasis areas and gives the regional and statewide percentages of fatal crashes for each.

#### Region Safety Strategies

Safety strategies were developed as a response to the fatal and serious injury crashes related to the regional emphasis areas. The safety strategies follow the Four E's of safety: engineering, enforcement, education and emergency services. The safety strategies give ideas of potential safety improvements to target the emphasis areas. It is not intended to be a comprehensive list of potential solutions and project owners are encouraged to explore alternative solutions as needed.

The safety strategies for the SEAGO region can be found on pages 31 to 33 of the plan.

#### Network Screening

Network screening of a roadway system is the data-driven analysis of the intersections and segments within the system. The process utilizes spatial analysis of crash data and is performed to determine high priority locations that may require safety improvements. Crashes are spatially attributed to individual intersections and segments to facilitate network analysis.

The goal of network screening is to develop a list of specific sites, for example, signalized intersections, that are ranked by priority. Priority is typically developed from crash frequency, rate, and severity, but other crash factors can be incorporated into the analysis as appropriate. This priority list is then used to plan and implement safety projects at individual locations or at the system-wide level. The list can also serve as a resource for local governments when applying for state or federal traffic safety funding.

The results of the network screening process for the SEAGO region can be found on pages 33 to 55 of the plan.

#### Plan Implementation

SEAGO has begun the process of implementing the plan. The network screening data was reviewed by the SEAGO and SVMPO TACs. A priority list of projects was developed using the 2011 to 2015 crash data. *That priority list of projects can be found on page 58 of the plan.* Cochise County was awarded \$624,156 for safety improvements on Charleston Road from the SVMPO boundary to 4 miles north of Brunckow Road.

In October 2017, the 2016 crash data became available. A new list of potential HSIP project locations was developed with the focus on non-ADOT routes and ADOT routes running through local communities. *The updated list of potential HSIP projects can be found on page 59.* Projects selected for FY 18 HSIP applications by the SEAGO TAC are highlighted in yellow.

In July 2018 ADOT announced FY 22-23 project awards, with Cochise County, Santa Cruz County, and Graham County projects being funded for \$4,410,000 in design and construction. In addition, Sierra Vista will receive \$939,000 for Phase 1 funding for a systemic adaptive signal control project.

SEAGO will update crash data annually each July/August for the region. The TAC will review the updated crash data each September to identify high priority HSIP corridors for project proposals to be prepared for a January HSIP call for projects.

Our consultant will be present at the August 17<sup>th</sup> to present the SHSP and I respectfully request that the Executive Board consider it for approval.

Attachments: None.		
Action Requested:	☐ Information Only	

A motion to approve SEAGO/SVMPO Regional Strategic Highway Safety Plan.



MEMO TO: EXECUTIVE BOARD

FROM: RANDY HEISS, EXECUTIVE DIRECTOR

DATE: AUGUST 7, 2018

**SUBJECT:** FUTURE MEETING DATES

The Administrative Council normally meets at 9:00 a.m. on the first Thursday of February, May, August and November at the Cochise College Benson Center, located at 1025 Highway 90 in Benson, Arizona. The Executive Board normally meets at 10:00 a.m. on the Fridays two weeks following the Administrative Council meetings unless there is a holiday, or unless the Board sets an alternative date. The location of each Executive Board meeting is determined by the jurisdiction hosting the meeting, and therefore varies.

Administrative Council	Executive Board
November 1, 2018	November 16, 2018
	Santa Cruz County
February 7, 2019*	February 22, 2019*
-	Cochise County
May 2, 2019	May 17, 2019
	Graham County
August 1, 2019	August 16, 2019
-	Greenlee County

<sup>\*</sup> The February 2019 meeting dates may be moved one week as shown to avoid a conflict with the ACMA Winter Conference.

Also, below please find the schedule for the combined telephonic Administrative and Executive Committee meetings in the coming 12 months:

Combined Administra	tive and Executive Commi	ttee Meetings (telephonic)			
October 4, 2018 – 9:00 a.m.	October 4, 2018 – 9:00 a.m.				
November 29, 2018 – 9:00 a.m.					
April 4, 2019 – 9:00 a.m.					
May 30, 2019 – 9:00 a.m.					
Attachments: None.					
Action Requested:		☐ Action Requested Below:			



MEMO TO: EXECUTIVE BOARD

FROM: RANDY HEISS, EXECUTIVE DIRECTOR

**DATE:** AUGUST 7, 2018

**SUBJECT: IMPLEMENTATION OF STRATEGIC PLAN GOALS** 

As you know, the <u>FY 2018 - 2022 SEAGO Strategic Plan Update</u> was approved by the Administrative Council and Executive Board at the May 2017 meetings. The updated plan became effective July 1, 2017 and below is a brief update on the progress staff has made to implement the tactics of the updated Plan to date:

#### Goal 1: Expand SEAGO services to member entities and constituents

**Tactic A - Increase the Capacity of the Community Development Program:** Keith Dennis, our CDBG Senior Planning Specialist continues to shadow Bonnie Williams in preparation for her retirement in March 2019. He has proven himself to be a quick study on everything we have thrown his way and is incrementally learning the intricacies of the CDBG program.

Tactic B - Conduct Region-Wide Target Industry Analysis: Larry Catten, our Economic Development Planner has applied for and was awarded two separate grants to perform Target Industry Studies in Graham and Greenlee Counties. Larry has completed the scope of work for the study, and is now in the process of entering into IGAs with Utah State University to perform the target industry studies in these two counties. Larry also continues to work with economic development practitioners on a similar target industry study for Cochise County, but the process is more complex due to the diverse economic assets and needs of the various communities in the County. We will keep you posted on progress in future reports. Larry continues to seek funding opportunities to conduct similar studies in Cochise and Santa Cruz Counties and we will keep you posted on progress in future reports and meetings.

Tactic C - Develop and Market New Transportation Program Services: The equipment needed to begin a SEAGO Traffic Counting Program was purchased and received before the end of FY 2017. SEAGO staff received basic training on the use of the traffic counting equipment, safety procedures, and data management on June 1st, and ADOT will be providing training on the process of uploading the traffic counting data to their traffic data management system in the coming months. We are also positioning SEAGO to be able to provide GIS services in the future. GIS software was purchased for four users, and John Merideth has completed more than 60 hours of training on its use, as well as meeting with MAG, PAG and Greenlee County GIS personnel to gain a better understanding of GIS systems in general. We have hired a temporary intern from Cochise College who is in the process of entering GIS data into the SEAGO region Transit Asset Management database.

**Tactic D - Kick Off Regional Technical Services Center:** In November, I drafted the IGAs needed to access on-call technical services procured by the City of Sierra Vista, and other services through their public works department staff. The IGA that enables the RTSC to access on-call services procured by the City has been reviewed and approved by all parties, signed, and is now in

effect. The second IGA that will enable the RTSC to access civil engineering services from the Sierra Vista Public Works department will be considered by the City Council on August 9<sup>th</sup>. I still need to finalize the procedures that will be followed to access services through the RTSC, but expect to be able to complete that before your November meeting. Barring any unforeseen obstacles, I hope to kick off the RTSC by January 1, 2019.

Tactic E - Conduct Feasibility Analysis of Consolidated Regional Human Services: previously reported, the idea of consolidating regional human services was identified at a strategic planning retreat for the SouthEastern Arizona Community Action Program in November 2017 as something that could be included in the agency's strategic plan. Although the SEACAP Board met again on May 24th, in speaking with SEACAP Board members, it's unclear if the Board as a whole will ever have an opportunity to review the Strategic Plan Report prepared by the retreat facilitator or discuss the goals, strategies and tactics that may be included in the final Strategic Plan that the Board will consider for adoption. According to the minutes of the March 27th SEACAP Board meeting, this is because SEACAP staff managed to shift the strategic planning process away from the full Board to the SEACAP Executive Committee. The intent is to "show progress" on strategic planning for purposes of reporting to ADES, and eventually "present a plan for 1 year, 5 years, and 10 years". It's also unclear if there's a timeline to complete the strategic planning process. If studying the feasibility of consolidating regional human services under a single agency is included in the SEACAP strategic plan, we may have a good chance of obtaining a grant to do so. I am aware of at least one source of funding for such a study, but we may need to identify additional funding partners.

Tactic F - Create a Region-Wide Economic Development Data Portal: The data portals for Cochise, Graham, and Greenlee Counties are complete and on line. As soon as Santa Cruz County has hired their economic development director, we will encourage them to begin working with U.S. Economic Research to build something similar for their part of the region. Also, John Merideth is currently working with our member entities and the staff from the Maricopa Association of Governments to update the employment data that was used to create an interactive statewide employment viewer that includes the SEAGO region. On July 12th, I sent individual emails to the Administrative Council members asking that they assign someone from staff to verify the updated Dunn and Bradstreet employment data from their community, and to let John know who that individual will be so he can provide any assistance needed. To date, we have had only two responses to that request. The viewer is an invaluable tool for economic development, community development and transportation modeling purposes, but is only as good as the data that goes into it. We are relying on you, our member agencies, to assist us in updating this year's data. The State Employment Interactive Viewer is online and available for your use and a link to this resource has been posted to the SEAGO Economic Development webpage at http://www.seago.org/edd/. You are invited to link the statewide employment viewer to your City, Town or County's websites and/or data portals.

#### Goal 2: Enhance awareness of SEAGO and the value of its services

Tactic A - Improve Service Delivery in the Family Caregiver Support Program: As reported at the May Executive Board meeting, Ms. Sarah Villalobos announced her need to leave the position of Care Coordinator. Fortunately, we were quickly able to recruit someone to fill the position, and Amparo Ruede, began her employment with SEAGO AAA on June 4th. Amparo is now in the process of familiarizing herself with the details of the program and conducting caregiver outreach through mailings, social media, SEAGO website, newspaper ads, and in-person contacts with a focus on education in the areas of stress management, health, nutrition, available resources, and medical and financial decision making. Amparo will eventually become the AAA coordinator for the End of Life Care Matters Project once she is competent in her new duties as Care Coordinator.

Tactic B - Convene and Facilitate Regional Continuum of Care (CoC) Planning Group: Not yet

started.

Tactic C - Organize Volunteers for Housing Rehabilitation Projects: Not yet started.

Tactic D - Continue Current Public Information and Outreach Activities in Regional Newspapers: Ongoing.

Goal 3: Advance economic competitiveness and sustainability

**Tactic A - Increase the Capacity of the Community Development Program:** Same as Goal 1, Tactic A.

Tactic B - Conduct Region-Wide Target Industry Analysis: Same as Goal 1, Tactic B.

Tactic C - Kick Off Regional Technical Services Center: Same as Goal 1, Tactic D.

**Tactic D - Conduct Feasibility Analysis of Consolidated Regional Human Services:** Same as Goal 1, Tactic E.

**Tactic E - Create a Region-Wide Economic Development Data Portal:** Same as Goal 1, Tactic F.

**2019 Strategic Planning Retreat:** As some of you may recall, our strategic plan is revisited every two years to report progress toward accomplishing its goals and tactics, and to update the plan with new goals or tactics if needed or desired. In February 2019, our Plan will be due for another such update. We could schedule another strategic planning retreat at that time, or we could hold back for another year to allow more time to accomplish some of the tactics in the plan. While I feel we have made satisfactory progress implementing the plan over the last year and a half, the SEAGO team will have a very busy year ahead of us with procurement of AAA subawards for the next five year period and planning the 21<sup>st</sup> Annual Arizona Rural Transportation Summit, and it might be better to focus on the appropriate level of planning necessary for the execution of a successful event rather than developing new goals or tactics at this time.

In discussing this with the Administrative Council, there was agreement that it would be appropriate to continue implementing the existing goals and tactics in the plan to allow staff to focus on planning for the Rural Transportation Summit and other program business in FY 2019.

Attachments: None	
Action Requested:	☐ Action Requested Below:



MEMO TO:	EXECUTIVE BOARD				
THROUGH:	RANDY HEISS, EXECUTIVE DIRECTOR				
FROM:	DIANE PASHLEY, ACCOUNTS MANAGER				
DATE:	AUGUST 7, 2018				
SUBJECT:	FINANCE REPORT				
and the end of F	atement of Revenues & Expenditures for the period ending June 30, 2018 is attached for your review and comment. I will attempt to stions you may have relating to this report at the meeting.				
Attachment: Sta	tement of Revenue and Expenditures, June 30, 2018				
Action Requeste	d:				

#### **SEAGO**

## Statement of Revenues and Expenditures - Unposted Transactions Included In Report From 6/1/2018 Through 6/30/2018

(In Whole Numbers)

		Cur Pd Actual	YTD Actual	Total Budget	% of Budget Used
Revenue					
General Fund	101	805	8,720	35,000	24.91%
Agency Response	301	(3,393)	45,695	45,856	99.64%
Community Development Block Grant	302	10,143	179,010	110,609	161.84%
Economic Development	303	11,109	106,590	110,357	96.58%
Environmental Quality	306	1,556	6,637	6,682	99.31%
Elderly Transit	307	4,692	20,000	20,000	100.00%
Public Transit	308	0	20,000	20,000	100.00%
State Planning & Research	309	10,989	121,777	156,250	77.93%
<ul> <li>Area Agency on Aging</li> </ul>	310	57,961	432,938	407,862	106.14%
Regional Mobility Management	311	17,927	186,706	168,750	110.64%
Traffic Count	312	114,467	116,912	115,092	101.58%
RMM Training	314	12,960	115,014	125,000	92.01%
Regional Strategic Highway Safety Plan	315	0	184,528	183,804	100.39%
Legacy	317	4,166	4,166	75,000	5.55%
5311 Grant App-Easter Seals Blake	319	0	15,000	15,000	100.00%
Greenlee County Road Ownership Study	321	7,840	35,210	175,000	20.12%
Total Revenue		251,223	1,598,903	1,770,262	90.32%
Expenses					
General Fund	101	0	0	35,000	0.00%
Agency Response	301	2,645	27,520	45,856	60.01%
Community Development Block Grant	302	15,980	153,210	110,609	138.51%
Economic Development	303	11,109	106,590	110,357	96.58%
Environmental Quality	306	1,556	6,637	6,682	99.31%
Elderly Transit	307	4,692	20,000	20,000	100.00%
Public Transit	308	0	20,000	20,000	100.00%
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RMM Training	314	12,960	115,014	125,000	92.01%
Regional Strategic Highway Safety Plan	315	0	184,528	183,804	100.39%
Legacy	317	107	50,645	75,000	67.52%
5311 Grant App-Easter Seals Blake	319	1,373	3,083	15,000	20.55%
Greenlee County Road Ownership Study	321	7,850	35,210	175,000	20.12%
Total Expenses		251,729	1,563,263	1,770,262	88.31%
Balance		(506)	35,641	0	0.00%



MEMO TO: EXECUTIVE BOARD

THROUGH: RANDY HEISS, EXECUTIVE DIRECTOR

FROM: LARRY CATTEN, ECONOMIC DEVELOPMENT PLANNER

**DATE:** AUGUST 7, 2018

SUBJECT: RECENT ECONOMIC DEVELOPMENT ACTIVITY

The purpose of this memorandum is to advise the Executive Board of recent activity in the SEAGO Economic Development District (EDD).

#### **Recent Activity**

1. Status of grants for economic development studies in Greenlee and Graham Counties

**County:** Greenlee County

**Grant:** Housing Feasibility Study

**Grant Source:** United Way of Graham and Greenlee Counties

**Grant Amount:** \$35,000.00

Current Activity: The firm of Elliott D. Pollack (EDP) was selected to perform the subject

housing study, and the study process has begun. EDP is a highly qualified and well respected firm for conducting services required by the housing feasibility study RFP. The contract period is from June 4, 2018 to January 4, 2019. SEAGO organized, and EDP facilitated, a series of Greenlee County stakeholder meetings on June 26 and 27, and the attendance and participation exceeded expectations. EDP is currently working on the demographic and economic conditions element of the study. A conference call with EDP and the management committee is

currently being scheduled for the week of July 30 – Aug. 3.

County: Graham County
Grant: Target Industry Study

Grant Source: Freeport-McMoRan Foundation Community Investment Fund

**Grant Amount:** \$34,000.00

Current Activity: SEAGO has prepared an Intergovernmental Agreement with the

Western Rural Development Center (WRDC), a public service entity of Utah State University, as the prime contractor for the target industry study, and ESI Corp. as a sub-contractor to facilitate the development of a target industry strategic plan. WRDC and ESI will work with a Target Industry Steering Committee consisting of members of the Gila Valley

Economic Development Corporation (GVEDC) Board and other stakeholders in the community. Initially, WRDC will rely heavily on the Steering Committee to distribute and collect community surveys as an essential element of the data development.

The study process will be a hybrid approach consisting of public input, data development, and target industry identification by WRDC, with ESI supplementing the WRDC analytical model with additional economic, land development, and workforce information that is specific to the county. ESI will utilize the WRDC developed data and target industry conclusions to engage a target industry strategic plan development process with the Steering Committee.

SEAGO is currently working with the GVEDC to assemble a qualified, committed, and motivated Steering Committee to begin the study process.

Also see below regarding utilizing the Western Rural Development Center for all or part of the target industry study for both Graham and Greenlee Counties.

County: Greenlee County
Grant: Target Industry Study

**Grant Source:** United Way of Graham and Greenlee Counties

**Grant Amount:** \$33,000.00

**Current Activity:** 

SEAGO has prepared an Intergovernmental Agreement with the Western Rural Development Center (WRDC), a public service entity of Utah State University, as the prime contractor for the target industry study, and ESI Corp. as a sub-contractor to facilitate the development of a target industry strategic plan. WRDC and ESI will work with a Target Industry Steering Committee consisting stakeholder members of the community. Initially, WRDC will rely heavily on the Steering Committee to distribute and collect community surveys as an essential element of the data development.

The study process will be a hybrid approach consisting of public input, data development, and target industry identification by WRDC, with ESI supplementing the WRDC analytical model with additional economic, land development, and workforce information that is specific to the county. ESI will utilize the WRDC developed data and target industry conclusions to engage a target industry strategic plan development process with the Steering Committee.

SEAGO is currently working with the Greenlee County to assemble a qualified, committed, and motivated Steering Committee to begin the study process.

- 2. The SEAGO Economic Development Planner continues to work closely with the Graham County Cohort's "Shark Tank" entrepreneur training and funding event. The cohort is having bimonthly meetings, with numerous between meeting assignments, in preparation for the November 1, 2018 event. The goal of the event is to begin developing an entrepreneurial spirit in the Graham County. The event will consist of extensive business training for event applicants, and will award prizes for winning entrepreneurial proposals. Prizes will consist of cash to assist startup businesses with their actual startup and working capital needs, as well as "in kind" prizes of things like no cost or low cost space for operating the business, legal and accounting assistance, website and social media development assistance, and business mentoring assistance.
- 3. The SEAGO Economic Development Planner continues to work closely with the Graham County Cohort's micro-loan program for small business financing. Pursuant to a grant from the Freeport-McMoRan Foundation Community Investment Fund, the Cohort is developing a revolving loan program with the assistance of Local First Arizona, and the Community Investment Corporation to provide loans to small businesses that cannot obtain financing from established financial institutions.
- 4. SEAGO submitted the annual Planning Assistance Grant application to the U.S. Department of Commerce, Economic Development Administration (EDA). The EDA has initiated a new grant application process and application website that required a significant "learning curve" by SEAGO staff. However, the application and all attendant documents, in the requested amount of \$75,000 were successfully submitted, and we are awaiting notice of acceptance.
- 5. A meeting of the SEAGO Economic Development Advisory Council was held on May 14, and was well attended by economic development practitioners, and interested parties. Presentations included 1) Dr. Don Albrecht, Western Rural Development Center, presenting the WRDC target industry planning process, 2) Michael Guyman, Sun Corridor, Inc., presenting the target industry study conducted by Sun Corridor, Inc. for Sierra Vista, and 3) Nils Urman, Nogales Economic Development Corporation, presenting the grant application for, and progress toward, a small business incubator in Nogales.
- 6. The SEAGO Economic Development Planner is currently working on a CEDS update to be submitted to EDA. This is an annual process is to update the CEDS to more closely reflect current economic conditions and SEAGO economic development initiatives.

Attachments: None		
Action Requested:	☐ Action Requested Below:	

communities who are currently practicing Tai Chi or have done it in the past, we encourage you to refer them to reach out to us if they are interested in becoming volunteer coaches for this new program.

Programmatic monitoring has been completed in all Congregate and Home delivered sites, there have been improvements from last year. However, there are still some minor findings that will require simple fixes to bring certain sites into full compliance.

**End of Life Care Matters Legacy Foundation grant**: Our first quarterly report was due to the Legacy Foundation of Southeastern Arizona at the beginning of July, and SEAGO AAA reported on our outcomes, progress and comparisons. We have touched the lives of 138 participants and obtained 111 evaluation forms from those contacts. Our goal was to host two workshops per month with approximately 20 individuals each and we have exceeded that goal. The End of Life Care Matters now holds a place on our <u>SEAGO AAA website</u>, which is updated with new workshop locations throughout the region.

Long Term Care Ombudsman Program: Arizona Skyline Assisted Living homes in Benson had one home closed for more than 6 months, *(reasons unknown)*. Just recently without much notification to our Ombudsman, their second home closed its doors. Our inquiry found that Case Managers from Banner Health helped with the transition of 8 residents to find adequate living arrangements. Also, it is with deep regret that we learned Sister Rosemary Sampon had given her resignation after being a LTC Ombudsman volunteer for 10 years in the Douglas area. Rosemary is dedicated and passionate in her service to all the residents she visited with, and she will be greatly missed – not just by us, but also by those to whom she brought prayers and joy over the years. All LTCO volunteers received training and completed their re-designation paperwork in June for another year of hard work. Shi continues her efforts in recruiting volunteer LTC Ombudsmen, primarily in Cochise and bilingual individuals in Santa Cruz counties. If you know of anyone who would be a good fit for this program please refer them to her.

**Family Caregiver Support Program:** Amparo Ruede has joined our team at SEAGO-Area Agency on Aging. Amparo showed interest in completing her social services internship with the AAA and will also be overseeing the FCSP in region VI. Below are updates from the FCSP to date.

Accomplishments: April - June 2018

20 April 2018

Event: Caregiver Workshop, Willcox

Attendees: 4

Host: Sarah Villalobos, SEAGO AAA

26 April 2018

Event: 3<sup>rd</sup> Annual Caregiver Conference, Clifton

Attendees: 41

Hosts: Greenlee County Health Department; Sarah Villalobos,

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04 May 2018

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Attendees: 12

Host: Sarah Villalobos, SEAGO; AZHHA, Thoughtful Life Conversations

24 May 2018

Event: Caregiver Workshop, Safford

Attendees: 17

Host: Sarah Villalobos, SEAGO AAA

#### Goals: July - September 2018:

Increase volunteer base by two

Increase caregiver base in all four counties (Cochise, Graham, Greenlee, Santa Cruz) Develop workshops with at least two per month

#### Future Events:

#### 26 July 2018 / Thursday / 1000-1130

Event: Caregiver Workshop – Home Safety, Sierra Vista

Attendees: TBD

Host: Amparo Ruede, SEAGO AAA

#### **Volunteer Count:**

Zero (0)

#### State Health Insurance Program/Senior Medicare Patrol- SHIP/SMP:

- **SIRS** SMP Info and Reporting System is on line and fully functional. All data is entered and current.
- **STARS** SHIP Tracking and Reporting System is replacing SHIP NPR (National Performance Reporting) by 9/2018. All NPR data from 1/1/2017 forward has been re-entered into STARS. This new data system will:
  - Modernize SHIP forms
  - Simplify reporting
  - Allow easier access to submitted data
  - Allow for system generated reports
  - Track more specific topics allowing for a more accurate picture of the SHIP program scope and progress
  - Collect cost data on Prescription Drug Plan and Medicare Advantage Plan enrollments and more accurately track MIPPA (Medicare Improvements for Patients and Providers Act) funding to ensure the regions are receiving the funding needed to provide the required outreach and education activities that help make Medicare more affordable for low-income seniors and people with disabilities
  - Improve financial assistance programs, including Medicare Savings Programs and the Part D Low-Income Subsidy.
  - Share data with the new SIRS system to accurately track both SHIP and SMP cases and activities.
- VRPM Volunteer Risk and Program Management is being implemented as per schedule to
  establish and organize the structure and organization of SHIP/SMP volunteer programs on a
  nationwide basis.
- <u>Volunteer Recruitment</u> Two new volunteers were trained in the Graham/Greenlee County area in March. This will give the SHIP program greater coverage in the area with Medicare appointments available on a monthly basis throughout the year and a weekly basis during Medicare Open Enrollment (October 15<sup>th</sup> December 7<sup>th</sup>)

#### **SHIP/SMP Counseling Sites**

- Cochise County: <u>Bisbee</u> Bisbee Senior Center and Copper Queen Library; <u>Douglas</u> Douglas Government Center; <u>Sierra Vista</u> – THRIVE at the Sierra Vista Mall and the Ethel Berger Center; <u>Huachuca City</u> – Huachuca City Senior Center; <u>Chiricahua Community Clinics</u> – Willcox, Bowie, Benson, Douglas, Sierra Vista, and Bisbee
- Graham County: Safford SEACUS
- Greenlee County: <u>Clifton</u> Clifton Public Library
- Santa Cruz County: <u>Patagonia</u> Patagonia Public Library; <u>Nogales</u> Bowman Senior Residences and Casitas de Santa Cruz

SHIP-SMP is always looking for sites where counselors can schedule regular counseling sessions. If your community would like for a counselor to visit regularly, please contact Ramona at 520-432-2528 ext. 222 or at shiphelp@seago.org.

Conference on Aging, "Aging - the Power of Community": SEAGO AAA staff held a successful Conference on Aging in Sierra Vista on June 6, 2018. We had over 120 participants and the main attraction was the Virtual Dementia Tour which was hosted by our partners Western Arizona Council of Governments (WACOG). We had over 50 people who had the opportunity to experience the tour. Evaluation results came out positive and requests to continue providing the event. We thank you for helping AAA disseminates the information on the event in your respective areas and we hope that you will continue to do so in the upcoming years. After much consideration and due to the intense work that this conference requires, SEAGO AAA has determined to continue holding this conference in Sierra Vista, as it's the major population center of our region.

**AZ4A Aging Summit "Aging Well in Arizona"** The Arizona Area Agencies on Aging (AZ4A) holds a Summit on Aging every other year. This year, Region 1 Maricopa County, will host the event in Mesa at the Sheraton Wrigleyville West on September 20 - 21, 2018. The SEAGO AAA has designated funds for two ACOA member scholarships to cover registration fees and mileage to and from the event. The purpose of doing this is to provide our ACOA volunteers with continued education and guidance that they can bring back to their communities. Advocacy is an important scope of what we do at AAA and much more is needed in order to advocate for our seniors in need.

**ACOA:** The AAA is looking for members for the Advisory Council on Aging (ACOA). Currently, there are three (3) vacant seats, and members are selected to represent incorporated cities, towns and the unincorporated portions of each county. The current vacancies apply to Cochise unincorporated, Santa Cruz unincorporated and the Town of Clifton.

Each member of the ACOA is appointed for a three year term and no member may serve more than two consecutive terms. If you know of anyone interested in representing your community on the ACOA, please contact Laura Villa at (520) 432-2528 Ext. 208.

Attachments:	Coffee Hour fly Summit flyer.	er; Volunteer Recruitment fly	er; End of Life Events flyer; AZ4A Aging
Action Reques	sted:		Action Requested Below:



MEMO TO: EXECUTIVE BOARD

THROUGH: RANDY HEISS, EXECUTIVE DIRECTOR

FROM: LAURA VILLA, AREA AGENCY ON AGING PROGRAM MANAGER

**DATE:** AUGUST 7, 2018

**SUBJECT:** SEAGO AAA PROGRAM UPDATES

**General:** In compliance with ADES-DAAS contractual requirements, the SEAGO Area Agency on Aging (AAA) submitted its annual report on the Action Plan for Strategic Objectives in the Area Plan on Aging before the deadline of July 1, 2018.

Case Management: Case managers have been diligently reviewing their caseloads against the amount of funding available for services, and as a result, the waitlist for services has maintained a low number of clients for the past fiscal year. However, much work is still to be done in order to reduce the amount of carry-over funding to 3% as ADES-DAAS is requiring us to. AAA staff will be mandating service providers to utilize the AAA analysis tool created to keep track of expenditures and unit utilization going forward. Service providers will be required to enter their billing amounts and units of service and submit it back to AAA with their remaining balances from month to month, instead of AAA doing this for them, so that they are aware where they stand on unit production and contractual performance and understand the purpose of it. The intention is to reduce the amount of funding that needs to be carried over in SFY 19 than what will be carried over in this past SFY18 by them using this tool. SEAGO AAA will start preparing for the AAA Case Managers Mandatory training coming up in January, in order for all counties within the region to follow the same rules and meet DES-DAAS expectations.

**Outreach efforts - Advocacy:** The AAA Program Manager will be visiting Douglas Arc on August 16, 2108 for "**Community Coffee Hour**" to have a one-on-one conversation and overview of AAA services. AAA staff, with a contribution from the Legacy Foundation is attending the National Association of Area Agencies on Aging Conference in Chicago July 28, to August 1, 2018. This is the first time in many years that SEAGO AAA will be participating in this yearly event, which is full of valuable topics such as: Advancing our advocacy; Best practices in healthy aging; Strategies to strengthen systems and people; Innovative programs for integrated care, among many more. But most importantly, the AAA Program Manager will be part of the Boot Camp for new directors. We are excited to have the opportunity to live through this conference and bring back to region VI the information and knowledge we can utilize going forward.

Health and Nutrition Program: In April, Tai Chi for Arthritis was started in Santa Cruz County with two established coaches. This program is new to our organization and recently, the Tai Chi Coaches attended a mandatory training in Tucson provided by Heather Chalon. Also, in June a couple more coaches have been identified and the process to bring them into the program them continues. Since Tai Chi for Arthritis is an evidence based program, ADES-DAAS funds will be allocated to implement it throughout the region. Tai Chi coaches are volunteers and only materials and mileage reimbursement are allowable. bring this information If you are aware of individuals in your

communities who are currently practicing Tai Chi or have done it in the past, we encourage you to refer them to reach out to us if they are interested in becoming volunteer coaches for this new program.

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- <u>Volunteer Recruitment</u> Two new volunteers were trained in the Graham/Greenlee County area in March. This will give the SHIP program greater coverage in the area with Medicare appointments available on a monthly basis throughout the year and a weekly basis during Medicare Open Enrollment (October 15<sup>th</sup> December 7<sup>th</sup>)

#### **SHIP/SMP Counseling Sites**

- Cochise County: <u>Bisbee</u> Bisbee Senior Center and Copper Queen Library; <u>Douglas</u> Douglas Government Center; <u>Sierra Vista</u> – THRIVE at the Sierra Vista Mall and the Ethel Berger Center; <u>Huachuca City</u> – Huachuca City Senior Center; <u>Chiricahua Community Clinics</u> – Willcox, Bowie, Benson, Douglas, Sierra Vista, and Bisbee
- Graham County: Safford SEACUS
- Greenlee County: <u>Clifton</u> Clifton Public Library
- Santa Cruz County: <u>Patagonia</u> Patagonia Public Library; <u>Nogales</u> Bowman Senior Residences and Casitas de Santa Cruz

SHIP-SMP is always looking for sites where counselors can schedule regular counseling sessions. If your community would like for a counselor to visit regularly, please contact Ramona at 520-432-2528 ext. 222 or at shiphelp@seago.org.

Conference on Aging, "Aging - the Power of Community": SEAGO AAA staff held a successful Conference on Aging in Sierra Vista on June 6, 2018. We had over 120 participants and the main attraction was the Virtual Dementia Tour which was hosted by our partners Western Arizona Council of Governments (WACOG). We had over 50 people who had the opportunity to experience the tour. Evaluation results came out positive and requests to continue providing the event. We thank you for helping AAA disseminates the information on the event in your respective areas and we hope that you will continue to do so in the upcoming years. After much consideration and due to the intense work that this conference requires, SEAGO AAA has determined to continue holding this conference in Sierra Vista, as it's the major population center of our region.

**AZ4A Aging Summit "Aging Well in Arizona"** The Arizona Area Agencies on Aging (AZ4A) holds a Summit on Aging every other year. This year, Region 1 Maricopa County, will host the event in Mesa at the Sheraton Wrigleyville West on September 20 - 21, 2018. The SEAGO AAA has designated funds for two ACOA member scholarships to cover registration fees and mileage to and from the event. The purpose of doing this is to provide our ACOA volunteers with continued education and guidance that they can bring back to their communities. Advocacy is an important scope of what we do at AAA and much more is needed in order to advocate for our seniors in need.

**ACOA:** The AAA is looking for members for the Advisory Council on Aging (ACOA). Currently, there are three (3) vacant seats, and members are selected to represent incorporated cities, towns and the unincorporated portions of each county. The current vacancies apply to Cochise unincorporated, Santa Cruz unincorporated and the Town of Clifton.

Each member of the ACOA is appointed for a three year term and no member may serve more than two consecutive terms. If you know of anyone interested in representing your community on the ACOA, please contact Laura Villa at (520) 432-2528 Ext. 208.

Attachments:	Coffee Hour fly Summit flyer.	er; Volunteer Recruitment fly	er; End of Life Events flyer; AZ4A Aging
Action Reques	sted:		☐ Action Requested Below:



# With SEAGO/Area Agency on Aging Program Manager Laura Villa

# Join us for Coffee, conversation and an overview of AAA services.

SEAGO /Area Agency on Aging will be at Douglas ARC Senior Nutrition Center

August 16<sup>th</sup>

10:30am-11:30am

610 E 9th St, Douglas, AZ 85607

For more information Please call

520-432-2528







Cochine Graham Greenlee Santa Cruz

520-432-2528

Follow us on Facebook

www.facebook.com/seagoareaagencyonaging/

This program was funded through a Contract with the Arizona Department of Economic Security. "Under Titles VI and VII of the Civil Rights Act of 1964(Title VI and Title VII) and the Americans Disabilities Act of 1990(ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, SEAGO Area Agency on Aging prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex national origin, age, and disability. The SEAGO Area Agency on Aging must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the SEAGO Area Agency on Aging must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the SEAGO Area Agency on Aging will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program ostal this policy late (1964) (19



If you're looking for a meaningful way to help your friends, neighbors, and community

## We Need You

The SEAGO Area Agency on Aging is looking for dedicated, resourceful volunteers

Many of the programs offered through the Area Agency on Aging rely on committed volunteers to make their programs successful and to meet the increasing need for services in our communities.

Volunteers can truly make a difference in their community

Medicare/Benefits counseling volunteers provide individuals with personalized, objective assistance and education with Medicare and related public benefits.

Ombudsman volunteers serve as advocates for people living in nursing homes and assisted living facilities and help residents to resolve problems they may encounter in their daily lives.

Matter of Balance Lay leaders/ Coaches teach Small classes designed to reduce the fear of falling and increase the activity level of older adults.

Tai Chi for Fall Prevention Coaches teach Small classes using Tai Chi as a model for Fall Prevention.

Family Caregiver support Program Volunteers provide assistance to the FCSP Coordinator for community events.

Advisory Council on Aging Volunteers attend a quarterly meeting and serve as advocates for the elderly in their community.

## Sign Up Today!! 520-432-2528

"Under Titles VI and VII of the Civil Rights Act of 1964(Title VI and Title VII) and the Americans Disabilities Act of 1990(ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, SEAGO Area Agency on Aging prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex national origin, age, and disability. The SEAGO Area Agency on Aging must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the SEAGO Area Agency on Aging must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the SEAGO Area Agency on Aging will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in an alternative format or for further information about this policy please contact: SEAGO Area Agency on Aging at 520-432-2528." Para obener este documento en otro formato u obtener informacion adicional sobre esta politica, SEAGO Area Agency on Aging 520-432-2528. This program was funded through a Contract with the Arizona Department of Economic Security.













# Honoring A Life: Advance Care Planning

#### **Events:**

Patagonia-Sonoita - Sr. Center July 14, 2018
Douglas - August 2018
others throughout county

Willcox - Cochise College July 17, 2018 Benson - Cochise College August 2018

When it comes to end-of-life care, one conversation can make all the difference. This 2-hour workshop helps people begin the conversation and outlines a clear process for them to ensure that their priorities and preferences for end-of-life care are known, documented and honored. Objectives are to reduce fear and stigma around talking about dying and to allow people to consider what's important to them; learn how to talk to others about their wishes; review healthcare planning decisions, resources and documents; learn with whom to share their healthcare planning documents; and discuss when to review and update these documents.

#### **Target Audience:**

The general public, anyone 18 years or older but with special focus on the elderly or those with serious illness. Registration includes refreshments and program materials.

Registration is free but space is limited.

For additional information or to register online please visit:

http://www.seago.org/aaa/eol.html

If you have any questions, please contact:

Veronica "Ronnie" Squyres 520-355-5226 feelwellsleepwell@gmail.com



## **AGING WELL IN ARIZONA**

September 20-21, 2018

www.regonline.com/az4a2018

## 2018 AGING SUMMIT

#### **Keynote Speakers**

Sandy Markwood, CEO, n4a

**Fernando Torres-Gil**, Director, UCLA Center for Policy Research on Aging

**Enid Borden**, Founder, President and CEO, National Foundation to End Senior Hunger









GOVERNOR'S ADVISORY COUNCIL ON AGING

Hosted by the Arizona Association of Area Agencies on Aging



advocacy action answers on aging

## Early Registration Has Been **EXTENDED!**

Sheraton Mesa at Wrigleyville West 860 N. Riverview, Mesa, AZ 85201

Early registration \$169 paid by 7/31/2018 Regular registration \$185 paid after 8/1/2018

www.regonline.com/az4a2018

Questions? 888-783-7500

SEAGO Executive Board Mtg 08-17-2018

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