Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, August 14, 2012 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

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

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

CALL TO THE PUBLIC

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

PRESENTATION

Presentation by Ms. Kathy Boyle and Mr. Bill Harmon, ADOT: The Future of Transportation in Arizona

Presentation of Proclamation to Scott Lekan, Legal Services Administrator, Arizona Division of Child Support Enforcement, declaring August 2012 to be Child Support Awareness month.

CONSENT

Board of Supervisors

1. Approve a letter requesting coordinating status versus cooperating status on BLM's Southline Project.

2. Adopt Resolutiion 12-35 in support of Arizona Electric Power Cooperatiive, opposing new Environmental Protection Agency requirements to install ‘selective catalytic reduction’ (SCR) technology.

3. Approve Proclamation declaring August 2012 to be Child Support Awareness Month.

4. Appoint RaeAnn Kiesling as Constable for Justice Court, District 4.

5. Approve letter to the Bureau of Land Management (BLM) from Cochise County as a coordinating agency, regarding the preferred alternative in the SunZia Draft Environmental Impact Statement, issued on May 25, 2012.

6. Approve the Minutes of the regular meeting of the Board of Supervisors of July 24, 2012.

7. Approve an application for a temporary Extension of Premises liquor license submitted by Ms. Lorena G. Rogers for La Ramada Steakhouse & Cantina located on 1948 S Naco Highways in Bisbee.

County Attorney

8. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement (Byrne) in the amount of $167,425 between the Arizona Criminal Justice Commission and Cochise County for the period July 1, 2012 through June 30, 2013.

9. Approve the renewal of Crime Victim Compensation Grant No. VC-13-050, in the amount of $89,500, and Certified Assurances between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2012 to June 30, 2013.

10. Approve the Victims' Rights Program (VRP) Award Agreement, A.G. #:2013-002, in the amount of $27,150 between the Arizona Attorney General and the Cochise County Attorney's Office, for the period July 1, 2012 to June 30, 2013.

County Sheriff

11. Approve the US Department of Justice Assistance Grant Award 2012-DJ-BX-1141 in the amount of $38,148 to allow the Cochise County Sheriff's Office to purchase 37 Electronic Control Devices w/holsters, 82 additional cartridges and training for the use of these devices, in an effort to enhance the current inventory of Electronic Control Devices and to promote enhanced safety practices and methods for the deputies and public.

12. Approve Contract #2013-PT-021, between the Governor's Office of Highway Safety and the Sheriff's Office providing $10,000 for selective traffic enforcement with a term of October 1, 2012 through September 30, 2013.

13. Approve GOHS Contract #2013-AL-020 between the Governor's Office of Highway Safety and the Sheriff's Office providing $20,000 in funding for DUI Enforcement for the term of October 1, 2012 through September 30, 2013.

14. Approve GOHS Grant #2013-AL-021 between GOHS and the Sheriff's Office to provide $14,500 for overtime to conduct a Teen Driving Education Program with a term of October 1, 2012 through September 30, 2013.

15. Approve award agreement A.G.#: 2013-043 from the Office of the Arizona Attorney General Victim's Rights Program awarding the Sheriff's Office $15,050 in funding to pay for 43% of the salary and employee related expenses (ERE) of a records specialist to conduct state mandated victim notifications, with a term of July 1, 2012 to June 30, 2013.

Emergency Services

16. Adopt Resolution 12-34 to approve the Cochise County Multi-Jurisdictional Hazard Mitigation Plan 2012 as required by the Disaster Mitigation Act of 2000.

Finance

17. Approve demands and budget amendments for operating transfers.

Health

18. Approve Professional Services Agreement (PSA) No. 12-21-HEA-03 with Copper Queen Community Hospital for Jail and Juvenile Detainee Hospital Services for the Cochise County Health Department in the estimated amount of $200,000 for the period of August 1, 2012 through July 31, 2013.

Workforce Development

19. Approve Amendment #8 to Title IB Adult, Youth, and Dislocated Worker Contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

PUBLIC HEARINGS

Board of Supervisors

20. Approve an agent change/acquisition of control liquor license application for a series #12 (restaurant) liquor license submitted by Mr. John H. Campagne for Mesquite Tree located at 6398 S Hwy 92, Hereford, 85615.

Community Development

21. Adopt Zoning Ordinance 12-10 to approve Docket R-12-02, amending the Cochise County Zoning Regulations for agricultural uses, and codifying definitions and site development standards for those uses, as set forth in Exhibit A.

22. Adopt Resolution 12-33 to approve Docket TUP-12-01, a request for a Temporary Use Permit requiring Board approval for the Western Junction Bar & Grill, Parcel 103-88-002B, located at 5838 Double Adobe Road in McNeal, AZ.

ACTION

Board of Supervisors

23. Approve submission of the attached legislative proposals to the County Supervisors Association (CSA) for consideration to be included in the CSA legislative platform.

Community Development

24. Adopt Resolution 12-36, approving an extension of The Red Hawk II Units 2 & 3 Subdivision Assurance Agreement with Title Security Agency, Inc. an Arizona Corporation, as Trustee under trust number 963 to a date of July 11, 2014.

25. Adopt Resolution 12-37, approving an extension of The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc. as Trustee under trust number 10353 to a date of May 17, 2014.

Health & Social Services

26. Approve a Memorandum of Understanding between Cochise Health and Social Services (CHSS) and Chiricahua Community Health Centers, Inc. to share space in the Sierra Vista Foothills office and parking lot and space in the parking lot at Melody Lane complex near building A.

27. Approve the new subcontract, First Things First – Parents as Teachers, between the Easter Seals Blake Foundation and Cochise Health & Social Services, in the amount of $287,439, for the period of 7/1/12 to 6/30/13.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Consent **1.**

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Letter to BLM

Submitted By: Gussie Motter, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	none	**TITLE of PRESENTER:**	none
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a letter requesting coordinating status versus cooperating status on BLM's Southline Project.

Background:

On May 10, 2012, Chairman Searle sent a letter to the BLM requesting coordinating status for Cochise County on the BLM's Southline Project. On July 18, the county received a reply from the BLM granting cooperating status on the project. This letter is a response to the BLM letter asking for Coordinating status rather than Cooperating status.

Department's Next Steps (if approved):

The attached letter will be sent to the BLM.

Impact of NOT Approving/Alternatives:

The County will not have Coordinating Status for the project

To BOS Staff: Document Disposition/Follow-Up:

none

Fiscal Impact

Fiscal Year:

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

Ongoing Costs? ($$$):

County Match Required? ($$$):

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

No fiscal impact

Attachments

Initial Letter to BLM

BLM Reply
Response to BLM reply

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

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Deputy County Administrator

Katie Howard
Clerk

May 10, 2012

Bill Childress, District Manager
Las Cruces District Office
Bureau of Land Management
1800 Marquess Street
Las Cruces, NM 8805-3371

Dear Mr. Childress:

Thank you for your letter dated April 20, 2012 accepting our request for Coordinating Agency status in the preparation of the proposed Environmental Impact Statement (EIS) and potential BLM land use plan amendments for the Southline Transmission Line Project (project) 345-kilovolt (kV) and 230-kV transmission line.

The County's jurisdiction by law is outlined in the Arizona State Constitution and Title 11 of the Arizona Revised Statutes. The County, as a body politic and corporate, may purchase and hold land for public purposes. Counties may still establish planning and zoning commissions to assist the County Board of Supervisors to create such zones as will preserve public health and safety and foster growth, adopt a master plan and effectuate that plan by passing zoning ordinances, and regulate the type, size, height, bulk, and other characteristics of buildings through zoning ordinances. The County Board of Supervisors is charged with laying out, constructing, maintaining, and vacating all county highways, bridges, easements, and public rights-of-way. County Boards may purchase, lease, or obtain by gift, land for a public park within or without its territorial boundaries. The County Board may acquire land by lease or purchase to protect historic property which has cultural or economic value in the County.

Further legal authority for our position as a Coordinating Agency is found in Federal Register Volume 77, Number 48, March 12, 2012, Pages 14473-14480 - Final Guidance on Improving the Process for Preparing Efficient and Timely Environmental Reviews Under the National Environmental Policy Act.

Our special expertise relates to land use, economic, environmental, social and historical issues and concerns relevant to the proposed project. We are eager to be an active party in the decision-making process to ensure that our special knowledge is considered by the BLM and Western Area Power Administration (Western).

We request an invitation to participate in all interdisciplinary meetings related to the NEPA process, the opportunity to review the draft and final copies of the EIS(s) prior to public review, participation in government-to-government meetings that BLM and Western hold with USFWS, EPA and other agencies, and the ability to have our policies, issues and concerns fully addressed.

In accordance with our existing policies and procedures, Cochise County will attempt to meet with the BLM and Western to discuss concerns prior to submission of comment letters. The purpose of such meetings is to describe the specific County concerns and discuss ways to resolve those concerns, ensure that the County review correctly interprets the proposal and supporting information, and inform the County of any ongoing action that will adequately address the County's concerns.

Please send a draft copy of an agreement that identifies the respective responsibilities of the BLM and the County, as a Coordinating Agency, in preparing the EIS, and please add my name to the list of contacts for all correspondence, meetings, and other information related to this project.

I look forward to a productive working relationship.

Sincerely,

Richard R. Searle, Chairman
Cochise County Board of Supervisors

Cc: Patrick G. Call, District 1 Supervisor
Ann English, District 2 Supervisor
Michael J. Ortega, County Administrator
Katie Howard, Clerk of the Board

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Las Cruces District Office
1800 Marquess Street
Las Cruces, New Mexico 88005
www.blm.gov/nm

TAKE PRIDE® IN AMERICA

In Reply Refer To:
1793 (L0310)

JUL 18 2012

Mr. Richard Searle
Chairman, County Board of Supervisors
Cochise County
1415 Melody Lane
Building G
Bisbee, AZ 85603

Dear Mr. Searle:

The Bureau of Land Management (BLM) and Western Area Power Administration (Western) have received your request to participate as a Cooperating Agency in the preparation of the proposed Environmental Impact Statement (EIS) and potential BLM land use plan amendments for the Southline Transmission Line Project. The BLM and Western are pleased to accept your request at this time.

As a Cooperating Agency your participation may include those activities included in 40 CFR 1501.6(b). An agreement between Cochise County, the BLM, and Western will need to be developed in order to identify the respective responsibilities of the parties in preparing the EIS for the project. The BLM and Western are currently in the process of drafting a Memorandum of Understanding (MOU) to encompass these responsibilities as well as other protocol items. As soon as the MOU has been drafted, you will receive a copy for your review and comment.

If you have any questions, please contact Tom Hurshman, National Project Manager, at (970) 240-5345, or email thurshma@blm.gov

Sincerely,

Bill Childress
District Manager

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie Howard
Clerk

August 1, 2012

Bill Childress, District Manager
Las Cruces District Office
Bureau of Land Management
1800 Marquess Street
Las Cruces, NM 8805-3371

RE: County Cooperating/Coordinating Agency Status in the Preparation of the Proposed EIS and Potential Land Use Plan Amendments for the Southline Transmission Line Project.

Dear Mr. Childress:

We thank you for your letter dated July 18, 2012 accepting our request for Coordinating Agency status in the preparation of the proposed Environmental Impact Statement (EIS) and potential BLM land use plan amendments for the Southline Transmission Line Project (project). However, in your response letter, paragraph one reads:

"The Bureau of Land Management (BLM) and Western Area Power Administration (Western) have received your request to participate as a ***Cooperating*** *Agency…"* Furthermore, paragraph two begins: *"As a* ***Cooperating*** *Agency your participation may include those activities included in 40 CFR 1501.6(b).*

However, per our letter dated May 10, 2012, we had requested *Coordinating Agency* status. As you know, legal authority for our position as a Coordinating Agency is found in several laws and regulations, the most relevant of which is the Federal Land Policy and Management Act (FLPMA) of 1976. FLPMA creates a mandatory independent responsibility for BLM to coordinate (emphasis added) with other units of government (43 U.S.C. 1712(c)(9)). As stated, the BLM must, to the extent practicable, seek to maximize consistency with the plans and policies of other government entities. Cities and counties within a planning area possess special expertise regarding local land use plans and policies relevant to BLM requirements for land use plan coordination and consistency (43 CFR 1610.3-1, 3-2). Local governments also possess expertise on the environmental, social, and economic impacts of a proposal and specialized local data and information.

Furthermore, in 43 CFR 46.155 (DOI) Inviting participation – **"**The Responsible Official must whenever possible consult, coordinate (emphasis added), and cooperate with relevant State, local, and tribal governments and other bureaus and Federal agencies concerning the environmental effects of any Federal action within the jurisdictions or related to the interests of these entities."

The role Cochise County is requesting includes but is not limited to:

- Working with the appropriate BLM office to develop a Memorandum of Understanding (MOU) that identifies Cochise County as a coordinating agency.
- Identifying significant issues associated with Southline Transmission Line Project.
- Participating fully as an equal partner in the NEPA process. For example, it would be appropriate for Cochise County to help in identifying data and inventory needs as well as anticipated management issues and concerns. It is expected that Cochise County would collaborate in assessing scoping comments.
- Identify connected, similar, and cumulative actions.

Since energy development is considered in the BLM Resource Management Plan, Cochise County also requests coordination under 43 CFR 1610.4-2 (BLM) Development of planning criteria. (a) "The Field Manager will prepare criteria to guide development of the resource management plan or revision, to ensure:

> (1) It is tailored to the issues previously identified…. (b) Planning criteria will generally be based upon applicable law, Director and State Director guidance, the results of public participation, *and coordination with any cooperating agencies and other Federal agencies, State and local governments, and federally recognized Indian tribes (emphasis added)."*

According to 43 CFR 46.155 (DOI) Consultation, coordination, and cooperation with other agencies - "The Responsible Official must whenever possible consult, coordinate (emphasis added), and cooperate with relevant State, local, and tribal governments and other bureaus and Federal agencies concerning the environmental effects of any Federal action within the jurisdictions or related to the interests of these entities."

The BLM has a duty to coordinate even if a formal relationship with local agencies is not established. In accordance with FLPMA, the BLM's coordination responsibilities include maximizing consistency with the plans and policies of other government entities and providing for meaningful public involvement of other Federal, State, local, and tribal government officials in the development of land use decisions (see above).

During the planning process, a key element of the coordinating agency relationship includes BLM sharing of predecisional documents with Cochise County. Absent extraneous factors such as protection of proprietary or contractual information or ensuring compliance with State public records or public meetings requirements ("sunshine laws"), predecisional documents can and should be shared with coordinating agencies in accordance with the terms of the MOU that directs the activities within the relationship. Sharing of predecisional documents should occur as part of the BLM's coordination activities. Sharing of predecisional documents should be guided by the detailed written MOU between the parties.

Board of Supervisors

Richard R. Searle
Chairman
District 3

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Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie Howard
Clerk

We request the BLM work with us to develop an MOU that will accomplish the following:

- Designate Cochise County as a coordinating agency in the NEPA process.
- Identify the lead agency that has responsibility for the completion of the planning or NEPA effort.
- Focus on defining a coordination framework that is acceptable to both parties.
- Describe the framework for coordination between the lead agency and Cochise County that will ensure successful completion of the NEPA effort in a timely, efficient, and thorough manner.
- Describe the respective responsibilities, jurisdictional authority, and expertise of each of the parties in the NEPA process.
- Specify that predecisional documents will remain confidential to the extent allowed by law.
- Describe how connected and cumulative actions of Cochise County as a coordinating agencies will be analyzed during the NEPA process to improve overall interagency coordination.

Cochise County will designate a representative and alternate representative to ensure coordination between the County and the lead agency during the NEPA process.

These aforementioned Acts and regulations mandate that Federal agencies coordinate with the County if we choose to exercise our authority to do so which is granted to us by Congress. If we participate in a Cooperating Agency capacity and fail to exert our right for simultaneous coordination, we are forfeiting an important tool which the Congress has provided local government in protecting its rights and the rights of its citizenry.

Cooperating Agency status alone does not have the success that simultaneous coordination provides; real success is achieved through Cooperating Agency status with agencies which have come to recognize the value of simultaneous and complementary coordination.

While Cooperating Agency status certainly is important, it functions more meaningfully if it is used concurrently with Coordination Authority. This dual relationship requires Federal agencies to not only

DRAFT

listen to the County, but *hear* us as well, because coordination requires Federal agencies to provide local government equal footing, and then must make every effort to make Federal plan implementation consistent with the plans and policies of local governments, including Cochise County's Comprehensive Plan. The value this provides is that with concurrent Cooperation and Coordination, Federal agencies are directed, not guided, to use every possible means to achieve consistency.

Sincerely,

Richard R. Searle, Chairman
Cochise County Board of Supervisors

Cc: Patrick G. Call, District 1 Supervisor
Ann English, District 2 Supervisor
Michael J. Ortega, County Administrator
Katie Howard, Clerk of the Board

Consent 2.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Resolution in support of AEPCO, opposing EPA requirements to install 'selective catalytic reduction' (SCR) technology

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Adopt Resolutiion 12-35 in support of Arizona Electric Power Cooperatiive, opposing new Environmental Protection Agency requirements to install 'selective catalytic reduction' (SCR) technology.

Background:

Whereas, the Apache Generating Station at Cochise, south of Willcox, owned by Arizona's G&T Cooperatives/Arizona Electric Power Cooperative, is and for more than 50 years has been a vital and important part of the societal and economic fabric of the region and has provided jobs as well as reliable, safe and affordable electric power to rural Arizona, California and New Mexico residents who otherwise would have none,

And, Whereas, the Apache Generating Station and its cooperative employees have always been, are and will always strive to be responsible corporate citizens and environmental stewards,

And, Whereas, the Apache Generating Station and its cooperative employees have always worked professionally and proactively with local, state and federal agencies and always has and will continue to meet or exceed regulatory standards,

And, Whereas, the Apache Generating Station has been part of a dynamic and ongoing process with the Arizona Department of Environmental Quality and the U.S. Environmental Protection Agency to implement "low NOx burner and Overfire Air" equipment on its two coal-fired steam units to reduce NOx (nitrogen oxide) emissions which contribute to what the agencies call 'regional haze,'

And, Whereas, the Apache Generating Station in 1989 installed low NOx burners, overfire and underfire air modifications to its Steam Unit 2 at a cost of $2 million,

In 1993, installed an upgraded version of low NOx burners, overfire, and underfire air modifications to its Steam Unit 3 at a cost of $2.7 million,

And in 2008 installed upgraded low NOx burners and overfire air modifications at a cost of $3 million – all for a total of $7.7 million,

And, Whereas, the U.S. Environmental Protection Agency is now proposing that the Apache Generating Station be required to install 'selective catalytic reduction' (SCR) technology on its steam units to further reduce already low NOx emissions – at a cost estimated by the cooperative of up to $218 million,

And, Whereas, the Arizona Department of Environmental Quality, itself a strict regulating agency, has said this prohibitively expensive technology would have an "imperceptible" impact on regional haze,

And, Whereas, the annual operating and maintenance costs of SCR technology would be almost 30 times the annual margins of Arizona's G&T Cooperatives,

And, Whereas, given the prohibitive financial impact of a technology that the state of Arizona's own Department of Environmental Quality says is unnecessary, one or both of the Apache Generating Station's steam units could be forced to shut down with the resulting loss of jobs and the ripple effect to the already-depressed regional economy,
Now, therefore, be it resolved that the Cochise County Board of Supervisors opposes the proposed EPA mandate for SCR technology and supports the Apache Generating Station's ongoing efforts to comply with the state of Arizona's State Implementation Plan (SIP) process for controlling emissions that contribute to regional haze,
And, further, be it resolved that the Cochise County Board of Supervisors urges the U.S. Environmental Protection Agency to consider all the impacts its proposed mandate would have not only on the Apache Generating Station but to the entire region and all the rural members who receive power from it and not mandate the installation of SCR technology,

Department's Next Steps (if approved):

Have Resolution signed and recorded; copy to AEPCO.

Impact of NOT Approving/Alternatives:

Cochise County will not be on record opposing the new EPA requirements to install 'selective catalytic reduction' (SCR) technology

To BOS Staff: Document Disposition/Follow-Up:

See Dept's Next Steps, above

Attachments

BS In Support of AEPCO Opposing EPA Requirements to Install SCR Technology

RESOLUTION 12-__

IN SUPPORT OF AEPCO, OPPOSING EPA REQUIREMENTS TO INSTALL "SELECTIVE CATALYTIC REDUCTION" (SCR) TECHNOLOGY

WHEREAS, the Apache Generating Station at Cochise, south of Willcox, owned by Arizona's G&T Cooperatives/Arizona Electric Power Cooperative, is and for more than 50 years has been a vital and important part of the societal and economic fabric of the region and has provided jobs as well as reliable, safe and affordable electric power to rural Arizona, California and New Mexico residents who otherwise would have none; and

WHEREAS, the Apache Generating Station and its cooperative employees have always been, are and will always strive to be responsible corporate citizens and environmental stewards; and

WHEREAS, the Apache Generating Station and its cooperative employees have always worked professionally and proactively with local, state and federal agencies and always has and will continue to meet or exceed regulatory standards; and

WHEREAS, the Apache Generating Station has been part of a dynamic and ongoing process with the Arizona Department of Environmental Quality and the U.S. Environmental Protection Agency to implement "low NOx burner and Overfire Air" equipment on its two coal-fired steam units to reduce NOx (nitrogen oxide) emissions which contribute to what the agencies call 'regional haze; and

WHEREAS, the Apache Generating Station in 1989 installed low NOx burners, overfire and underfire air modifications to its Steam Unit 2 at a cost of $2 million; and

WHEREAS, in 1993, installed an upgraded version of low NOx burners, overfire, and underfire air modifications to its Steam Unit 3 at a cost of $2.7 million; and

WHEREAS in 2008 installed upgraded low NOx burners and overfire air modifications at a cost of $3 million – all for a total of $7.7 million; and

WHEREAS, the U.S. Environmental Protection Agency is now proposing that the Apache Generating Station be required to install 'selective catalytic reduction' (SCR)

technology on its steam units to further reduce already low NOx emissions – at a cost estimated by the cooperative of up to $218 million; and

WHEREAS, the Arizona Department of Environmental Quality, itself a strict regulating agency, has said this prohibitively expensive technology would have an "imperceptible" impact on regional haze; and

WHEREAS, the annual operating and maintenance costs of SCR technology would be almost 30 times the annual margins of Arizona's G&T Cooperatives; and

WHEREAS, given the prohibitive financial impact of a technology that the state of Arizona's own Department of Environmental Quality says is unnecessary, one or both of the Apache Generating Station's steam units could be forced to shut down with the resulting loss of jobs and the ripple effect to the already-depressed regional economy,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors opposes the proposed EPA mandate for SCR technology and supports the Apache Generating Station's ongoing efforts to comply with the state of Arizona's State Implementation Plan (SIP) process for controlling emissions that contribute to regional haze.

FURTHER, BE IT RESOLVED that the Cochise County Board of Supervisors urges the U.S. Environmental Protection Agency to consider all the impacts its proposed mandate would have not only on the Apache Generating Station but to the entire region and all the rural members who receive power from it and not mandate the installation of SCR technology.

PASSED AND ADOPTED this _____ day of _____, 2012.

_____
Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson, Chief Civil
Deputy County Attorney

Consent 3.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Approve Proclamation: Declare August 2012 Child Support Awareness Month

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve Proclamation declaring August 2012 to be Child Support Awareness Month.

Background:

Proclamation attached.

Department's Next Steps (if approved):

Have Proclamation signed; post.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See above. Proclamation to be read aloud at meeting. Will be presented to Scott Lekan, Legal Services Administrator, Arizona Division of Child Support Enforcement.

Attachments

2012_Governor's proclamation

2012_Cochise County Child Support Awareness Month Proclamation

Janice K. Brewer
Governor

Office of the Governor

*** CHILD SUPPORT AWARENESS MONTH ***

WHEREAS, children need responsible parents who are engaged at every stage of their child's development; and

WHEREAS, to be engaged, both parents must be involved in providing for a child's emotional and financial needs, and encourage their interests; and

WHEREAS, Arizona's Centennial reminds us that the State of Arizona was built on family values, including parent engagement; and

WHEREAS, a parent can be actively and successfully engaged with their children regardless of marital status; and

WHEREAS, the Arizona Department of Economic Security, Arizona Attorney General's Office, Administrative Offices of the Court, County Attorneys, local law enforcement agencies, employers, workforce programs, parenting programs, and other stakeholders are dedicated to supporting the efforts of Arizona's parents to encourage engagement with their children; and

WHEREAS, both parent and child benefit when both parents are engaged at every stage.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim August 2012 as

*** CHILD SUPPORT AWARENESS MONTH ***

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

Janice K. Brewer
GOVERNOR

DONE at the Capitol in Phoenix on this third day of July in the year Two Thousand and Twelve, and of the Independence of the United States of America the Two Hundred and Thirty-sixth.

ATTEST:

Ken Bennett
Secretary of State

PROCLAMATION
"CHILD SUPPORT AWARENESS MONTH"

WHEREAS, *children need responsible parents who are engaged at every stage of their child's development; and*

WHEREAS, *to be engaged, both parents must be involved in providing for a child's emotional and financial needs, and encourage their interests; and*

WHEREAS, *Arizona's Centennial reminds us that the State of Arizona was built on family values, including parent engagement; and*

WHEREAS, *a parent can be actively and successfully engaged with their children regardless of marital status; and*

WHEREAS, *Cochise County joins with the Arizona Department of Economic Security, Arizona Attorney General's Office, Administrative Offices of the Court, County Attorneys, local law enforcement agencies, employers, workforce programs, parenting programs and other stakeholders dedicated to supporting the efforts of Cochise County's parents to encourage engagement with their children; and*

WHEREAS, *both parent and child benefit when both parents are engaged at every stage.*

NOW, THEREFORE, we, the Cochise County Board of Supervisors, *do hereby support and endorse the Governor's Proclamation to proclaim the month of August 2012 as* ***CHILD SUPPORT AWARENESS MONTH****.*

APPROVED AND ADOPTED this 14th day of August, 2012.

_____ _____

Richard R. Searle ***Patrick G. Call***
Chairman ***Vice-Chairman***

_____

Ann English, Supervisor

Consent 4.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Appoint RaeAnn Kiesling as Constable, JP4

Submitted By: Gussie Motter, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	none	**TITLE of PRESENTER:**	none
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Appoint RaeAnn Kiesling as Constable for Justice Court, District 4.

Background:

Ms. Kiesling approached Chairman Searle about filling the vacancy as Constable for JP4. Ms. Kiesling met with Judge Ward and Chairman Searle and they are both comfortable with the appointment. See attached email

Department's Next Steps (if approved):

Send appointment letter with to Ms. Kiesling with copies to Judge Ward, and the Elections Department

Impact of NOT Approving/Alternatives:

JP4 will not a have a Constable

To BOS Staff: Document Disposition/Follow-Up:

none

Attachments

Email requesting appointment

Motter, Gussie

From: Searle, Richard
Sent: Thursday, July 26, 2012 4:47 PM
To: Rothrock, Rod; Dever, Larry; Ortega, Michael; Hoggatt, Wallace
Cc: Howard, Katie; (jconlogu@courts.az.gov); Trevor Ward
Subject: FW: Meeting Request regarding Constable appointment for vacancy JP4

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

This lady has requested to be appointed as constable for JP4. Judge Ward and I met with her this week and are both comfortable with her request. She understands the limitations of the office and plans to run for the position in 2 years regardless. If there are no objections, I will ask that the appointment be put on the BOS consent agenda for approval on August 14th.

From: RaeAnn Kiesling [mailto:send2raeann@live.com]
Sent: Tuesday, July 24, 2012 11:20 PM
To: Trevor Ward; Searle, Richard
Subject: Meeting Request regarding Constable appointment for vacancy JP4
Importance: High

Dear Honorable Ward;
I would like to be considered for the constable vacancy for JP4 and upon inquiring regarding the filling of this vacancy I have been directed by Mr. Searle to set up an appointment with you, Mr. Searle and myself to discuss the position, responsibilities, qualifications and the consideration of the need for the vacancy to be filled at this time.

I personally feel that positions vacated prior to the expiration of the elected term should be replaced with a competent appointment to finish serving out the length of the remaining term as to fulfill the community's right to have each position represented within the appropriate level of the governmental position. The justice system operates most effectively when the responsibilities of each position are tended to by the properly trained elected or appointed officials. I feel that my educational background in the legal field, previous employment (most recently as the Paralegal at The Allred Law Office) and my current leadership training as one of 20 participants chosen to for the Project CENTRL class XXI leadership training program; combined with my understanding of the legal and court systems make me an excellent choice to honorably fill the current vacancy in JP 4 as Constable. I understand that there is a training course for this position when it is filled, and I am able to attend the training that is required upon accepting such an appointment and assuming the responsibilities of the position.

So at this time I respectfully request an appointment to meet with you and Mr. Searle and submit to both you and Mr. Searle, my interest in being appointed to fill the vacant Constable position for the Justice Court in Willcox. I will arrange my schedule so that I will be available to meet with you at your earliest convenience, to discuss this matter further. Due to the

upcoming election deadlines for applicants for other various civic service opportunities, I would ask that a meeting and decision regarding the appointment to fill the Constable vacancy be made in a timely fashion so that if I am not selected to be appointed to fill the Constable vacancy, I may continue to pursue a seat on the governing board of the Willcox Unified School Board. I may be reached anytime on my cell phone at 520-507-3910.

Thank you for your time and consideration of this matter.

Take Care;
RaeAnn Kiesling

Yesterday I was so clever, I wanted to change the world.
Today I am wise, so I am changing myself.
-Rumi

Consent 5.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Approve letter to BLM, regarding the preferred alternative in the SunZia Draft EIS

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve letter to the Bureau of Land Management (BLM) from Cochise County as a coordinating agency, regarding the preferred alternative in the SunZia Draft Environmental Impact Statement, issued on May 25, 2012.

Background:

The Bureau of Land Management (BLM) has requested public participation to gather input regarding the preparation of a Final Environmental Impact Statement (EIS) as required by the National Environmental Policy Act (NEPA) for the proposed SunZia Transmission Line Project (Project). The Draft Environmental Impact Statement (DEIS) has been prepared to analyze various proposed routes to determine the potential impacts of those routes. The BLM's final determination on the Project's alignment has not been rendered and alternate routes are still being considered.

The Project would include two 500-kilovolt (kV) transmission lines that would be located on federal, state, and private lands between central New Mexico and central Arizona. The Project would include two new, single-circuit 500 kV transmission lines located within a 400 foot right-of-way (although right-of-way up to 1,000 feet wide would be required under certain conditions) with an estimated power transfer capacity of up to 4,500MW. A large portion of distributed power will apparently be from renewable sources. Infrastructure will include lattice steel towers approximately 135 feet in height, and based on a typical span of 1,400 feet, three to four transmission line structures per mile would be required for each of the two lines. Access to line and tower locations will attempt to make maximum use of existing roadways, but new roads, many only for construction use, will be required.

SunZia currently proposes to interconnect with up to five substations: Pinal Central (near Coolidge), Willow 500 kV (East of US 191 in Graham County), a substation in Hidalgo County, NM, SunZia South (near Deming, NM) and SunZia East (in Lincoln County, NM). Construction will likely occur in phases, with portions between substations built and energized before subsequent similar segments.

A range of alternative routes were analyzed in the DEIS, including the BLM's "Preferred Alternative" route which is approximately 530 miles long, and alternative routes ranging from 460 to 542 miles in length. BLM's Preferred Alternative is comprised of approximately 191 miles of federal lands, 226 miles of state lands and 113 miles of private or other lands and begins at the SunZia East Substation in Lincoln County, NM. Use of private property will be acquired through fee purchase and easements. Crossing into Cochise County, the route continues along a pipeline corridor, heads northwest within the San Simon Valley, then turns west to the proposed Willow 500 kV Substation site in Graham County, AZ. From Graham County, the route heads southwest and crosses the Sulphur Springs Valley approximately 7 miles north of Willcox, and continues along a 345 kV transmission line corridor, parallel to and north of I-10. The route crosses the San Pedro River approximately 11 miles north of Benson, turns northwest, and continues at a distance from two to six miles west of the San Pedro River through portions of Cochise County. This route was selected as the BLM Preferred Alternative because that agency believes it would maximize use of existing utility corridors and infrastructure, minimize impacts to sensitive resources, minimize impacts at river crossings, minimize impacts to residential and commercial uses and minimize impacts to military operations.
A host of stakeholders, including SunZia Southwest Transmission Project and Southwest Power Group, oppose the BLM's Preferred Alternative. Cochise County also opposes BLM's Preferred Alternative because of its additional and unnecessary impacts on the San Pedro River Valley and its residents, visual resources and military missions at Fort Huachuca, among others.

Department's Next Steps (if approved):

Sent signed letter to BLM

Impact of NOT Approving/Alternatives:

Cochise County will not be on record stating its preferred alternative as a coordinating agency on the Sun Zia Draft EIS.

To BOS Staff: Document Disposition/Follow-Up:

Sent signed letter to BLM

Attachments

sz_map_total_deis

SunZia DRAFT Alternate Route Comments

Project Features

Alternative Routes

- Route Group 1
- Route Group 3
- Route Group 4
- BLM Preferred Alternative
- Study Area
- Proposed SunZia 500 kV Substation Site
- Other 500 kV Substation

General Reference Features

- City
- State Highway
- U.S. Highway
- Interstate
- Lake/Reservoir

Land Ownership

- Bureau of Land Management
- U.S. Department of Defense
- McGregor Range Withdrawal
- National Park Service
- U.S. Forest Service
- U.S. Fish and Wildlife Service
- U.S. Bureau of Reclamation
- Federal (Other)
- Indian Reservation
- State
- Private/Other

Sources

Arizona Bureau of Land Management 2010
Arizona State Land Department and ALRIS 2010
New Mexico Bureau of Land Management 2009
ESRI StreetMap 2010
EPG, Inc. 2010

Scale in Miles
0 5 10 20 30 40

N

Path: S:\EPG\Geospatial\Projects\SunZia\SunZiaSW\MXD\PHX_GIS_02\DEIS_2\MISC\Route_Groups_11x17_2012MAT.mxd

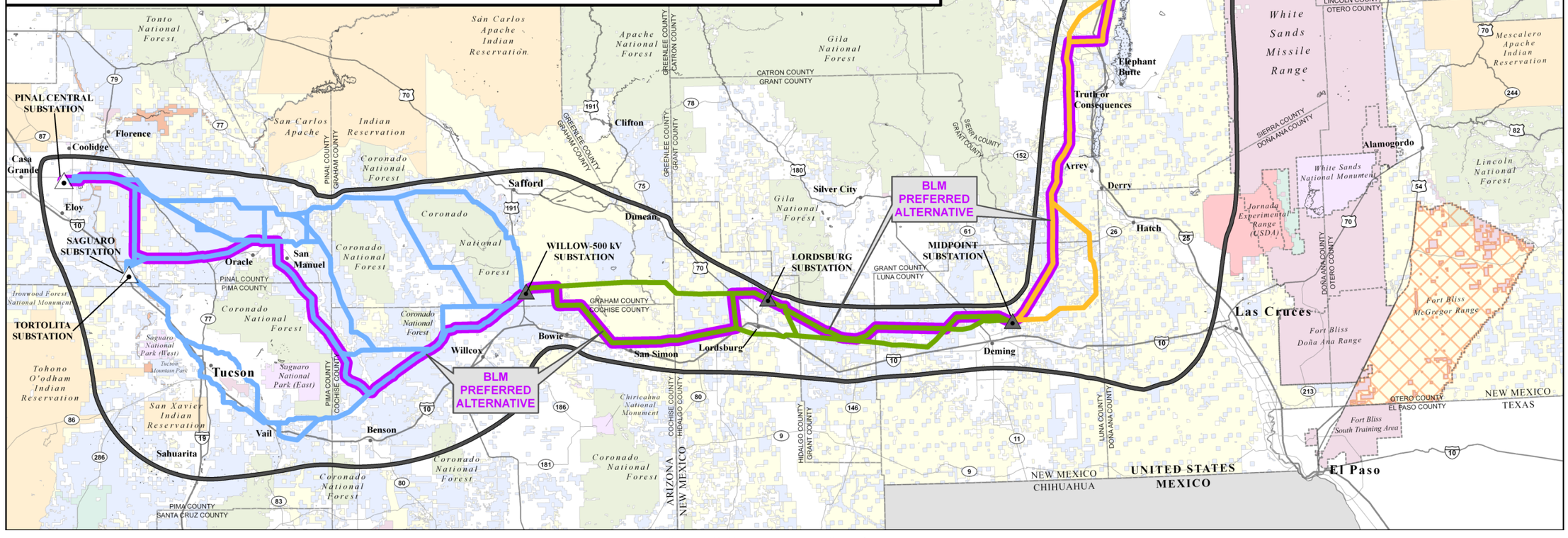


Figure 2-3. Alternative Routes

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
District 2

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

August 9, 2012

Mr. Adrian Garcia, BLM Project Manager
Bureau of Land Management
SunZia Transmission Line Project
P.O. Box 27115
Santa Fe, NM 87502-0115
NMSunZiaProject@blm.gov

RE: BLM's Preferred Alternative in the SunZia Draft EIS, issued on May 25, 2012.

Dear Mr. Garcia,

The Cochise County Board of Supervisors would like to thank you for the opportunity to review and comment on the Draft Environmental Impact Statement (DEIS) for the SunZia Transmission Line Project (Project), and welcome participation as a coordinating agency throughout the NEPA process for the Project. Cochise County recognizes the myriad benefits that SunZia will provide, including facilitating access to significant renewable energy resources and improving the infrastructure and reliability of regional grid systems. We understand that we share a responsibility to assist the Bureau of Land Management (BLM) in providing assessment of SunZia's alternatives and the potential economic, environmental and social impacts identified alternatives may have on Cochise County. It is critical that the BLM reaches out to stakeholders and potentially affected communities and parties for feedback prior to release of a Final EIS. The County recognizes the effort of the BLM in ensuring thorough review under the National Environmental Policy Act (NEPA) by being receptive to extensive input from numerous stakeholders in central and southern Arizona. The credibility of the process depends on incorporating that feedback into the Final EIS.

Following the guidelines set forth in the National Environmental Policy Act (NEPA), the DEIS identifies and analyzes a number of alternative routes and includes a Preferred Alternative route selected by the BLM, that being Subroute 4C2c. Cochise County, however, respectfully requests that the BLM select *Subroute 4B* of Route Group 4 as the Preferred Alternative in the Final EIS.

Cochise County believes that Subroute 4B would be a better alternative to minimizing impacts to sensitive rural communities and resources, including the significant archaeological, paleontological and water resources in the lower San Pedro River Valley. In fact, the impact on rural communities from the construction of a major transmission corridor with up to eight 135-foot towers every mile will not be insignificant if Subroute 4C2c is chosen as the Preferred Alternative in the Final EIS.

The BLM's Preferred Alternative parallels the San Pedro River for 45 miles, which would result in unnecessary negative impacts on the sensitive riparian habitat and water resources in the lower San Pedro River Valley, long identified as a unique ecosystem with high biodiversity, and the largest and best example of riparian woodland remaining in the Southwest. Subroute 4C2c has more mileage of greater impacts than Subroute 4B with respect to biological and water resources -- Subroute 4C2c is 161 miles long, while Subroute 4B is 133 miles long. With 28 more miles Subroute 4C2c has more impact on the environment than Subroute 4B, and will also encroach upon more wells than Subroute B4. With more mileage comes more accessory construction, including roads, which would thus have greater ground-disturbing potential than Subroute 4B. What's more, Subroute 4C2c traverses a number of perennial feeder streams which would increase erosion risk. In addition, only 12 miles of the 45-mile portion of Subroute 4C2c that parallels the San Pedro River follows existing linear infrastructure. This is the only area along the San Pedro River where Subroute 4C2c follows an existing linear feature. This is an insignificant co-location of utility corridors, and does not make Subroute 4C2c a more environmentally-sound alternative than Subroute 4B. The BLM's Preferred Alternative would damage the San Pedro River Valley, a precious southern Arizona and national resource. Damage to this watershed will be very difficult to mitigate.

We have concerns that Subroute 4C2c would generate undue EMF interference which would consequently impact Ft. Huachuca's Electronic Proving Ground (EPG). It is supremely important to ensure that SunZia does not compromise Ft. Huachuca's mission. Subroute 4B minimizes impacts to military operations by completely avoiding Ft. Huachuca's EPG. In fact, representatives from Ft. Huachuca have indicated that significant mitigation would be required for any 500Kv line that would pass through their designated electronic testing range.

In summary, Cochise County believes that Subroute 4C2c's impacts to the San Pedro River Valley and its residents can be avoided by selecting Subroute 4B in the Final EIS. Subroute 4B better satisfies the numerous and varied concerns raised by the public, local governments and elected officials. The SunZia DEIS indicates that Subroute 4C2c was selected to maximize use of existing utility corridors and infrastructure, minimize impacts to sensitive resources, minimize impacts to residential and commercial uses, and minimize impacts to military operations. The County believes that *Subroute 4B* better meets these criteria. Subroute 4B as the Preferred Alternative in the Final EIS avoids additional impacts to water resources, has fewer impacts to visual resources (which would achieve the BLM's visual resource management objectives), avoids any impacts to military missions at the U.S. Army's Fort Huachuca, and has substantially less mileage (and resultantly less environmental, paleontological, and social impacts). Furthermore, Subroute 4B impacts fewer known cultural resources and has impacts that are more effectively mitigated.

We wish to emphasize that the federal government does not supersede the authority of state and local control and decision making in siting transmission lines on property not owned by the federal government. Law demands that the BLM identify the least intrusive route for this project. The BLM has failed to do so in identifying Subroute 4C2c as the current Preferred Alternative.

On behalf of my fellow Board members, I thank you for the opportunity to comment on this important project, and we look forward to continued participation throughout the NEPA process.

Sincerely,

Richard R. Searle
Chairman, Cochise County Board of Supervisors

Cc: Patrick G. Call, District 1 Supervisor
Ann English, District 2 Supervisor
Michael J. Ortega, County Administrator
James E. Vlahovich, Deputy County Administrator
Karen Riggs, Interim Community Development Director
Beverly Wilson, Deputy Planning Director
Public Lands Advisory Committee
Gretchen Kent, PAIO Chief, Ft. Huachuca
Mike Pool, Acting Director, Bureau of Land Management
Ken Salazar, Secretary, Department of the Interior
Ray Suazo, Director, Arizona Bureau of Land Management
Mickey Siegel, SunZia DEIS Contractor, Environmental Planning Group

DRAFT

Consent 6.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of July 24, 2012.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Attachments

Minutes

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD 0N
TUESDAY, JULY 24, 2012

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, July 24, 2012 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Richard Searle, Chairman; Patrick Call, Vice-Chairman; Ann English, Supervisor; Michael Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Dave Fifer, Civil Deputy County Attorney; and Katie Howard, Clerk of the Board.

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL – All three supervisors present

CONSENT

Board of Supervisors
1. Approve an intergovernmental agreement between Cochise county, Graham County, and Greenlee County to establish the fiscal and administrative responsibilities for the Southeastern Arizona Workforce Investment Area, hereinafter referred to as "Consortium".

2. Approve the Minutes of the regular meeting of the Board of Supervisors of July 10, 2012.

3. Approve Save Our Stairs Agreement for 2012 between the County of Cochise and Save Our Stairs, Inc., for the Bisbee 1000 Stair Climb to be held on October 20, 2012.

County Sheriff
4. Approve 2009 Reallocated StoneGarden Grant money to purchase equipment to be utilized by the Sheriff's Office in direct support of the Operations StoneGarden initiative funded through the Arizona Department of Homeland Security, in the amount of $254,730.89; project to be completed by October 31, 2012.

Finance
5. Approve demands and budget amendments for operating transfers.

Warrant No. 61035-61037, 61066-61284, 61287-61307, 61313-61435 were issued in the amount of $2,269,305.22.

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

Fund	Vendor	Amount
100	Naomi Gonzales	$155.00
100	Laura Funyard	$100.00
100	Desert Cardiology of Tucson	$1,000.00
100	Peter Van Veen	$6.81
235	Marilyn Godfrey	$97.44
555	Daniel J. Hernandez	$17.00
555	Daniel J. Hernandez	$17.00

Issued warrants are listed as an attachment at the end of the minutes

Fleet

6. Approve the award of Invitation for Bids (IFB) No. 12-33-FMD-04 to Lawley Automotive Group for the purchase of three 2012 Silverado 4WD Crew Cab Trucks for the Fleet Management Department in the amount of $87,947.28 plus applicable tax.

7. Approve the sale of a 2004 GMC C-1500 Truck, declared surplus by the Fleet Management Department, to the City of Douglas in the amount of $3,000.

Vice-Chairman Call made a motion to approve items 1-7 of the Consent Agenda. Supervisor English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Health & Social Services
8. Adopt Resolution 12-28 to adopt the Cochise County Sanitary Code, effective on and after July 24, 2012, thereby repealing Resolution 94-64 and adopt Ordinance 043-12 to specify the conditions and circumstances under which the Cochise County Sanitary Code can be enforced.

Mr. Mike McGee, Environmental Health Director, presented this item. Mr. McGee told the Board that the code was in serious need of updating and gave an overview of the proposed changes. He said the projected revenue loss from the elimination of the individual Food Sanitation Certificates will be offset by permitting establishments that are currently not permitted and from adding alternative septic systems to our delegation agreement with the Arizona Department of Environmental Quality (ADEQ).

Chairman Searle asked for the distinction between the state food code reference and the County's food handler's permits; pointed out the duplication of regulation 7, sections 2 and 3; asked for clarification on regulation 6, section 2B regarding stock ponds; asked about regulation 10 regarding whether the Highways Department had knowledge regarding large animal removal; and pointed out a typographical error for "subsection '3' of section 5" which should be "subsection 'c' of section 5".

Mr. McGee clarified all the points brought up by Chairman Searle and said the duplication would be removed and renumbered; and the typographical error would be corrected.

Supervisor English said she wants to make sure that when we drop the Food Sanitation Certificate as part of this ordinance to be very sure of the structure and believes the public expects us to ensure that the food they buy is safe and we are still regulating the establishments where food is being made.

Chairman Searle opened the public hearing. No one wished to address the Board and Chairman Searle closed the public hearing.

Supervisor English made a motion to adopt Resolution 12-28 to adopt the Cochise County Sanitary Code, effective on and after July 24, 2012, thereby repealing Resolution 94-64 and adopt Ordinance 043-12 to specify the conditions and circumstances under which the Cochise County Sanitary Code can be enforced. Vice-Chairman Call seconded the motion.

Chairman Searle noted we need a correct version of the Sanitary Code.

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

9. Adopt Resolution 12-29 to rescind Resolution 02-111 to amend Environmental Health fees as set forth on Exhibit A and approve the revised Cochise Health and Social Services Department's Delegation Agreement with the Arizona Department of Environmental Quality (ADEQ), through June 30, 2017.

Mr. Mike McGee, Environmental Health Director, presented this item. He stated the authority delegated to Cochise County by the ADEQ included collection of fees for alternative septic systems. The proposed fees the County would charge are significantly lower than ADEQ's fees and this schedule also removes the Food Handler's permit fee for individuals.

Chairman Searle opened the public hearing. No one wished to address the Board and Chairman Searle closed the public hearing.

Vice-Chairman Call made a motion to Adopt Resolution 12-29 to rescind Resolution 02-111 to amend Environmental Health fees as set forth on Exhibit A and approve the revised Cochise Health and Social Services Department's

Delegation Agreement with the Arizona Department of Environmental Quality (ADEQ), through June 30, 2017. Supervisor English seconded the motion.

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

Solid Waste
10. Adopt Resolution 12-30 authorizing a $1.00 increase to the Solid Waste rate for Fiscal Year 2012-13 from $51.00 to $52.00 per ton tipping fee, effective August 24, 2012.

Mr. Marty Haverty, Solid Waste Management Director, presented this item. Mr. Haverty told the Board that the requested increase is from $51 to $52 per ton. In preparation for the budget this year, the Rate, Review and Advisory Board (RRAB) recommended the increase.

Supervisor English clarified that this did not increase any other fees, other than the tipping fee and Mr. Haverty confirmed.

Vice-Chairman Call asked if fees would be stable. He said assuming if recycling efforts go up, a more effective system will alleviate pressure to increase tipping fees.

Mr. Haverty said that would continue to look at the fees annually and explained that transportation costs make our system more costly than those that just operate as landfills.

Mr. Ortega added that Mr. Haverty's staff put together an analysis last year, showing transportation costs as a big part of system costs. This is the most efficient way to do business and the effort will be to stabilize costs over time.

Vice-Chairman Call said it is important to understand that this is a partnership with the cities and this fee is coming to us with the RRAB's recommendation to increase fee. He also pointed out that with the County's small population and large land area, we are doing the best we can to defray costs.

Chairman Searle opened the public hearing. No one wished to address the Board and Chairman Searle closed the public hearing.

Supervisor English made a motion to adopt Resolution 12-30 authorizing a $1.00 increase to the Solid Waste rate for Fiscal Year 2012-13 from $51.00 to $52.00 per ton tipping fee, effective August 24, 2012. Vice-Chairman Call seconded the motion.

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

ACTION

Board of Supervisors
11. Approve over-the-counter sales of tax deed properties remaining unsold following the March 1, 2012 tax deed land auction and subsequent over-the-counter sales, as set forth in the attached report, plus related administrative fees.

Chairman Searle asked if there was anyone who wished to bid. No one wished to bid.

Vice-Chairman Call made a motion to approve over-the-counter sales of tax deed properties remaining unsold following the March 1, 2012 tax deed land auction and subsequent over-the-counter sales, as set forth in the attached report, plus related administrative fees. Supervisor English seconded the motion.

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

Board of Supervisors
12. Adopt Resolution 12-31 appointing the election boards for the 2012 Primary and General Elections.

Ms. Juanita Murray, Elections & Special Districts Director, presented this item. Ms. Murray told the Board that this is a standard elections resolution for the Board to approve the board workers for the primary and general elections for 2012. She said there are still have a few slots to fill but will be able to fill those before the election, and there will not be a need for subsequent approval.

Supervisor English made a motion to adopt Resolution 12-31 appointing the election boards for the 2012 Primary and General Elections. Vice-Chairman Call seconded the motion.

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

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

Mr. Ortega told the Board that he met with the Sheriff's Office regarding the development of the Shooting Range. They are looking at a couple of different options for which they have received grant money. He will also be meeting with the cities regarding a regional storage center in the basement of the Douglas Regional Service Center and is compiling cost estimates.

CALL TO THE PUBLIC

Chairman Searle opened the Call to the Public. Mr. Jack Cook addressed the matter on personal concerns. No one else wished to address the Board and Chairman Searle closed the Call to the Public.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1
Vice-Chairman Call deferred his report.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2
Supervisor English deferred her report.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3
Chairman Searle reported that he attended the AZ/NM Coalition of Counties meeting in Prescott last Thursday and gave the status of the Spikedace/Loach Minnow issue with the Game and Fish organization. It will not affect Cochise County but does impact other counties in Arizona and New Mexico.

Chairman Searle adjourned the meeting at 10:37 a.m.

_____
Richard Searle, Chairman

ATTEST:

_____
Katie Howard, Clerk of the Board

((SUPPORTING DOCUMENTATION IS AVAILABLE AT THE BOARD OF SUPERVISORS' OFFICE) at (520) 432-9200, FAX (520) 432-5016, TDD (520) 432-8360, 1415 Melody Lane, Building G, Bisbee, Arizona 85603.

60944	07/06/2012	Alphagraphics	$231.85
60945	07/06/2012	AZPublic Service (APS)	$46,086.01
60946	07/06/2012	AZSupreme Court	$150.00
60947	07/06/2012	Bella Vista Water Company-Liberty Water	$1,286.88
60948	07/06/2012	Bunyard, Laura	$100.00
60949	07/06/2012	Cochise Enterprises, LLC	$5,000.00
60950	07/06/2012	Copygraphix Inc.	$18,811.15
60951	07/06/2012	Desert Hawk Publications, Inc.	$1,200.00
60952	07/06/2012	Durham Communication	$70.00
60953	07/06/2012	Elfrida Water Improvement	$48.44
60954	07/06/2012	MME Consulting Services LLC	$412.50
60955	07/06/2012	Nina L. Caples, P.C.	$764.50
60956	07/06/2012	Robert J. Zohlmann, Esq.	$577.57
60957	07/06/2012	Southeastern AZ Contractors Ass (SACA)	$45.00
60958	07/06/2012	University Physicians, Inc.	$1,375.00
60959	07/06/2012	Verizon Wireless	$37.58
60960	07/06/2012	Verizon Wireless	$3,583.13
60961	07/06/2012	Wells, Doris	$700.00
60962	07/06/2012	Bonham, Marsha	$15.00
60963	07/06/2012	Searle, Richard	$950.88
60964	07/06/2012	Anderson, Elizabeth	$155.68
60965	07/06/2012	Anderson, Elizabeth	$149.44
60966	07/06/2012	Aparicio, Letty	$61.00
60967	07/06/2012	Ash, Debra	$68.00
60968	07/06/2012	Berry, Trudy	$58.00
60969	07/06/2012	Cooper, Renee	$383.60
60970	07/06/2012	Eskue, Beverly J	$108.00
60971	07/06/2012	Godfrey, Marilyn	$97.44
60972	07/06/2012	Gruhn, Sylvia	$40.00
60973	07/06/2012	Honorable Alma Vildosola	$201.28
60974	07/06/2012	Honorable Joseph Knoblock	$80.64
60975	07/06/2012	Jones, Steven	$25.20
60976	07/06/2012	Leyvas, Lauri	$24.00
60977	07/06/2012	Linden, Josef	$8.00
60978	07/06/2012	McCleave, Keturah	$84.28
60979	07/06/2012	Millet, Sonia	$61.00
60980	07/06/2012	Rego, John	$81.00
60981	07/06/2012	Valenzuela, Esther	$68.00
60982	07/06/2012	Welch, Catherine	$238.00
60983	07/06/2012	Ackerman, Lester	$13.30
60984	07/06/2012	Anderson, Michael R.	$84.89
60985	07/06/2012	Barrow, Annabel Rubio	$86.77
60986	07/06/2012	Berg, Nancy	$148.46
60987	07/06/2012	Bos, Dennis	$18.90
60988	07/06/2012	Bracamonte, Martha	$78.48
60989	07/06/2012	Catero, Vicki	$105.33
60990	07/06/2012	Charlton, Mary L	$99.72
60991	07/06/2012	Ciezki, Maureen	$54.23
60992	07/06/2012	Cisneros, Sandra	$115.29
60993	07/06/2012	Collins, Linda	$104.39
60994	07/06/2012	Crum Debbie	$116.55
60995	07/06/2012	Dugie, Melody	$118.26
60996	07/06/2012	Durazo, Andy	$12.94
60997	07/06/2012	Escalante, Pablet	$10.08
60998	07/06/2012	Figueroa, Ramona	$95.78
60999	07/06/2012	Fusco, Nancy	$134.60
61000	07/06/2012	Galvez, Juan	$6.15
61001	07/06/2012	Garan, CJ	$40.01
61002	07/06/2012	Gonzales, Devon	$50.93
61003	07/06/2012	Hamilton, L. H.	$359.45
61004	07/06/2012	Hammett, Cynthia Ann	$103.85
61005	07/06/2012	Hartman, Adriana	$50.04
61006	07/06/2012	Holly, Stephanie	$16.49
61007	07/06/2012	Jasso, Victor	$41.39
61008	07/06/2012	Johnson, Carl E.	$88.33
61009	07/06/2012	Johnson, Natalie	$63.74
61010	07/06/2012	Laborin, Elvia	$49.69
61011	07/06/2012	Lawrence, Shannon	$158.86
61012	07/06/2012	Lebron, Patricia	$67.37
61013	07/06/2012	Leclerc, Lillian	$106.64
61014	07/06/2012	Mabe, Josephine	$172.64
61015	07/06/2012	Madden, Jessica	$107.11
61016	07/06/2012	Mart, Carol	$15.88
61017	07/06/2012	Montoya, Gabriel	$6.85
61018	07/06/2012	Nystrom, Shawn	$13.95
61019	07/06/2012	Patterson, Jenna L.	$98.60
61020	07/06/2012	Payne, Rhonda	$80.44
61021	07/06/2012	Pesina, Johnny	$277.19
61022	07/06/2012	Reed, Cynthia - Court Reporter	$119.31
61023	07/06/2012	Renney, Linda	$88.42
61024	07/06/2012	Reynolds, Doyle	$32.86
61025	07/06/2012	Rogers, Ginger	$194.10
61026	07/06/2012	Simoneau, Donna	$133.28
61027	07/06/2012	Smith III, Chuck	$316.47
61028	07/06/2012	Thorn, David	$454.59
61029	07/06/2012	Underwood, Bruce	$113.18
61030	07/06/2012	Urbina, Henry	$169.91
61031	07/06/2012	Walker-Earnest, Clara	$170.43
61032	07/06/2012	Wentland, Carolyn	$124.98
61033	07/06/2012	Young, Valerie	$207.65
61034	07/06/2012	Zehentner,Linda LaChapelle	$42.64
61035	07/12/2012	Apria Healthcare, Inc.	$122.10
61036	07/12/2012	Gonzalez, Jose I.	$51.32
61037	07/12/2012	Tucson Heart Group	$2.51
61038	07/11/2012	AZDepartment of Revenue	$50.00
61039	07/11/2012	Bursey & Associates, P.C.	$253.89
61040	07/11/2012	Citibank (South Dakota), N.A.	$62.17
61041	07/11/2012	CitiFinancial-Chandler	$48.94
61042	07/11/2012	Colonial Suppemental Insurance	$29.50
61043	07/11/2012	Correction Officers	$250.53
61044	07/11/2012	DCS	$354.19
61045	07/11/2012	DeConcini McDonald Yetwin	$282.34
61046	07/11/2012	Discover Bank	$230.59
61047	07/11/2012	GMAC, c/o Jennifer A. Christie	$20.30
61048	07/11/2012	Guglielmo, Paul D.	$238.49
61049	07/11/2012	JP Morgan Chase	$952,131.97
61050	07/11/2012	JP Morgan Chase	$38,862.08
61051	07/11/2012	JP Morgan Chase	$309,600.85
61052	07/11/2012	NACO West	$23,636.98
61053	07/11/2012	National Bank	$13,297.72
61054	07/11/2012	NYS Child Support Processing Center	$537.25
61055	07/11/2012	NYS Child Support Processing Center	$48.00
61056	07/11/2012	NYS Child Support Processing Center	$17.00
61057	07/11/2012	Opal Financial, LLC	$213.06
61058	07/11/2012	Public Safety Retirement Syst	$275.93
61059	07/11/2012	Public Safety Retirement Syst	$1,001.80
61060	07/11/2012	Seidberg Law Offices, P.C.	$316.95
61061	07/11/2012	Support Payment Clearinghouse	$5,962.67
61062	07/11/2012	TIAA-CREF as agent for JPMorgan Chase	$2,309.00
61063	07/11/2012	U.S. Department of Education	$160.79
61064	07/11/2012	United States Treasury	$100.00
61065	07/11/2012	United Way	$80.00
61066	07/11/2012	AFLAC	$11,087.46
61067	07/11/2012	ARAMARK Services, Inc.	$41,554.37
61068	07/11/2012	AZDepartment of Revenue	$5,077.93
61069	07/11/2012	AZDepartment of Weights & Measures	$30.00
61070	07/11/2012	AZPublic Service (APS)	$1,146.06
61071	07/11/2012	AZPublic Service (APS)	$2,775.81
61072	07/11/2012	AZState Hospital	$20,130.00
61073	07/11/2012	AZWater Company	$137.47
61074	07/11/2012	Bank of America	$170,684.75
61075	07/11/2012	Benson, City of	$289.78
61076	07/11/2012	Bisbee, City of	$7,346.95
61077	07/11/2012	Bowie Water Improvement District	$79.58
61078	07/11/2012	Bug-Wiser Exterminating, Inc.	$720.00
61079	07/11/2012	Bug-Wiser Exterminating, Inc.	$45.00
61080	07/11/2012	CenturyLink	$152.83
61081	07/11/2012	CenturyLink	$60.52
61082	07/11/2012	CenturyLink	$134.90
61083	07/11/2012	Clear Springs Utility, Inc.	$47.12
61084	07/11/2012	Culligan of Tucson	$109.07
61085	07/11/2012	Douglas, City of	$209.25
61086	07/11/2012	Douglas, City of	$241.72
61087	07/11/2012	Douglas, City of	$92.11
61088	07/11/2012	Godfrey, Marilyn	$72.72
61089	07/11/2012	Hillyard Inc.	$1,328.19
61090	07/11/2012	Kone Inc.	$423.13
61091	07/11/2012	Larson, Cathy	$290.00
61092	07/11/2012	Legend Technical Services, Inc.	$89.00
61093	07/11/2012	Martyn, Donna	$74.76
61094	07/11/2012	Pima Heart Physicians PC	$1,000.00
61095	07/11/2012	Reed, Cynthia - Court Reporter	$750.00

61096	07/11/2012	Southwest Gas Corporation	$1,053.59
61097	07/11/2012	Southwest Gas Corporation	$156.78
61098	07/11/2012	Southwest Gas Corporation	$49.15
61099	07/11/2012	Sparkletts	$5.97
61100	07/11/2012	Sparkletts	$29.51
61101	07/11/2012	SSVEC, Inc.	$203.80
61102	07/11/2012	SSVEC, Inc.	$362.63
61103	07/11/2012	SSVEC, Inc.	$366.97
61104	07/11/2012	United Fire Equipment Co	$640.57
61105	07/11/2012	Valley Telephone Cooperative, Inc.	$105.99
61106	07/11/2012	Verizon Wireless	$196.55
61107	07/11/2012	Verizon Wireless	$205.19
61108	07/11/2012	Waste Management of AZ- Sierra Vista Hauling	$230.68
61109	07/11/2012	Whetstone Water Improvement District	$84.21
61110	07/11/2012	Willcox, City of	$699.44
61111	07/11/2012	Willcox, City of	$601.10
61112	07/11/2012	Cochise County Finance Revolving Fund	$18.00
61113	07/11/2012	Cochise County Finance Revolving Fund	$151.74
61114	07/11/2012	Cochise County Finance Revolving Fund	$15.00
61115	07/12/2012	ACE Hardware - Bisbee	$12.57
61116	07/12/2012	AGE AZGen Eng Cont, Inc.	$159,600.00
61117	07/12/2012	Alternative Counseling Service, Inc	$351.00
61118	07/12/2012	American Library Association	$185.00
61119	07/12/2012	AmeriPride Linen and Apparel Service	$184.30
61120	07/12/2012	Anderson, Edward L.	$200.00
61121	07/12/2012	ARAMARK Services, Inc.	$11,745.92
61122	07/12/2012	AZBag Company, LLC	$5,792.60
61123	07/12/2012	AZCounty Clerk's Association	$200.00
61124	07/12/2012	AZDepartment of Corrections - Douglas	$655.00
61125	07/12/2012	AZDepartment of Corrections - Douglas	$93.50
61126	07/12/2012	AZDepartment of Corrections - Douglas	$719.50
61127	07/12/2012	AZDepartment of Corrections - Douglas	$148.75
61128	07/12/2012	AZDepartment of Corrections - Douglas	$171.00
61129	07/12/2012	AZDepartment of Corrections - Douglas	$63.75
61130	07/12/2012	AZDepartment of Corrections - Douglas	$34.00
61131	07/12/2012	AZDepartment of Corrections - Douglas	$63.75
61132	07/12/2012	AZDepartment of Corrections ASPC-Tucson	$148.50
61133	07/12/2012	AZDepartment of Education	$180.00
61134	07/12/2012	AZPublic Service (APS)	$1,749.63
61135	07/12/2012	AZRange News	$8.37
61136	07/12/2012	AZState Land Department	$2,184.63
61137	07/12/2012	AZState Prison Complex - Fort Grant	$165.00
61138	07/12/2012	AZState Prison Complex - Fort Grant	$126.38
61139	07/12/2012	AZState Prison Complex - Fort Grant	$277.50
61140	07/12/2012	AZState Prison Complex - Fort Grant	$2,357.60
61141	07/12/2012	AZState Prison Complex - Fort Grant	$380.61
61142	07/12/2012	AZWater Company	$1,281.78
61143	07/12/2012	Ash Creek Elementary School District	$13,098.49
61144	07/12/2012	Asphalt Busters	$28,924.80
61145	07/12/2012	AZ Tourist News	$500.00
61146	07/12/2012	Aztlan Language Services	$650.00
61147	07/12/2012	B & D Lumber & Hardware	$115.01
61148	07/12/2012	Baker & Taylor, Inc.	$149.81
61149	07/12/2012	Benson, City of	$36.97
61150	07/12/2012	Bestway Electric Motor Service, Co. Inc	$3,975.16
61151	07/12/2012	BLR (Business & Legal Resources)	$387.00
61152	07/12/2012	Budget Blinds	$1,036.35
61153	07/12/2012	Bug-Wiser Exterminating, Inc.	$70.00
61154	07/12/2012	Cable One	$299.85
61155	07/12/2012	Catholic Community Services	$1,085.00
61156	07/12/2012	CenturyLink	$30.16
61157	07/12/2012	CenturyLink	$141.46
61158	07/12/2012	CenturyLink	$1,748.00
61159	07/12/2012	CenturyLink	$132.63
61160	07/12/2012	Chivers North America, Inc. dba AudioGO	$425.85
61161	07/12/2012	Christopher Hitchcock PLC	$1,012.50
61162	07/12/2012	Cochise County Fire Chiefs Association	$50.00
61163	07/12/2012	Cochise County Sub-Reg EMS Council (CCEMS)	$50.00
61164	07/12/2012	Coconino County	$160.50
61165	07/12/2012	Contech Construction Products Inc	$18,011.92
61166	07/12/2012	Crafco, Inc.	$19,295.14
61167	07/12/2012	Crowlie, Colleen	$1,000.00
61168	07/12/2012	Deirdre A. Gorman, PC	$6,543.75
61169	07/12/2012	Deneke, Buffy	$184.80
61170	07/12/2012	Direct TV	$23.00
61171	07/12/2012	Dobson, Donna J.	$217.00
61172	07/12/2012	Dorado Personnel, Sierra Vista Personnel	$1,977.75
61173	07/12/2012	Dorado Personnel, Sierra Vista Personnel	$2,916.00
61174	07/12/2012	Douglas Daily Dispatch	$27.36
61175	07/12/2012	Douglas Dispatch	$27.00
61176	07/12/2012	Douglas, City of	$71.94
61177	07/12/2012	E-Z Messenger	$111.20
61178	07/12/2012	Empire Southwest LLC	$1,708.25
61179	07/12/2012	Empire Southwest LLC	$4,812.46
61180	07/12/2012	Federal Express Corporation	$51.57
61181	07/12/2012	Federal Express Corporation	$33.57
61182	07/12/2012	Gale Group	$82.12
61183	07/12/2012	Globetrotter Travel Agency	$606.20
61184	07/12/2012	Granite Construction Company	$38,767.06
61185	07/12/2012	Hodges Glass Co Inc	$1,173.10
61186	07/12/2012	JE Fuller/Hydrology & Geomorphology, Inc.	$25,155.93
61187	07/12/2012	JE Fuller/Hydrology & Geomorphology, Inc.	$22,293.57
61188	07/12/2012	Keefe Supply Company	$4,035.01
61189	07/12/2012	LightSquared LP	$246.39
61190	07/12/2012	Little Caesars	$68.53
61191	07/12/2012	Lowe's HIW, Inc.	$179.97
61192	07/12/2012	Mad Science of Pima County	$280.00
61193	07/12/2012	Maddux & Sons Inc	$16,318.28
61194	07/12/2012	Merle's Automotive Supply, Inc.	$1,873.58
61195	07/12/2012	Merle's Automotive Supply, Inc.	$1,053.00
61196	07/12/2012	National Animal Control Association - NACA	$125.00
61197	07/12/2012	NITV Federal Services	$250.00
61198	07/12/2012	Norment Security Group Inc.	$949.24
61199	07/12/2012	Nyander, Penny Sue	$255.60
61200	07/12/2012	OCLC Online Computer Library Center, Inc.	$680.44
61201	07/12/2012	Porta-Pot	$841.50
61202	07/12/2012	Pre-ven Tronics	$1,549.50
61203	07/12/2012	Pro Petroleum, Inc.	$51,925.86
61204	07/12/2012	ProQuest LLC	$1,875.00
61205	07/12/2012	Puff, Diane M. (Dee)	$386.84
61206	07/12/2012	Rafindadi, Karlaye PhD	$1,800.00
61207	07/12/2012	Reed, Cynthia - Court Reporter	$645.60
61208	07/12/2012	Reyes, Marcelino	$50.12
61209	07/12/2012	RWC International, LTD	$5,270.62
61210	07/12/2012	Ryan, Carla G.	$5,920.30
61211	07/12/2012	Safeway Stores Inc	$196.67
61212	07/12/2012	Sage Counseling Inc.	$1,456.00
61213	07/12/2012	Schlesinger, Aaron	$28.00
61214	07/12/2012	Sierra Vista Herald/Bisbee Daily Review	$150.00
61215	07/12/2012	Solid Waste AssC of North America (SWANA)	$239.00
61216	07/12/2012	Southwest Disposal LC	$68.37
61217	07/12/2012	Southwest Polygraph Services, Inc.	$130.00
61218	07/12/2012	Sparkletts	$11.50
61219	07/12/2012	Spillman Technologies, Inc.	$103,162.00
61220	07/12/2012	Stamback Septic Service	$271.57
61221	07/12/2012	Stamback Septic Service	$175.75
61222	07/12/2012	Stan's Fence	$212.78
61223	07/12/2012	Stan's Fence	$106.38
61224	07/12/2012	Stericycle Inc.	$300.10
61225	07/12/2012	Stericycle Inc.	$275.58
61226	07/12/2012	Stericycle Inc.	$283.76
61227	07/12/2012	Stericycle Inc.	$162.13
61228	07/12/2012	SSVEC, Inc.	$703.36
61229	07/12/2012	Technical Resource Management, Inc.	$973.20
61230	07/12/2012	Texas Canyon Rock & Sand	$1,488.90
61231	07/12/2012	Tucson Tractor Co	$3,029.41
61232	07/12/2012	Tucson Tractor Co	$3,029.41
61233	07/12/2012	UniFirst Corporation	$674.27
61234	07/12/2012	Union Distributing Company of Tucson	$4,038.56
61235	07/12/2012	Union Distributing Company of Tucson	$49,483.17
61236	07/12/2012	Valley Security Service, Inc.	$300.00
61237	07/12/2012	Valley Telephone Cooperative, Inc.	$736.38
61238	07/12/2012	Verizon Wireless	$251.79
61239	07/12/2012	Verizon Wireless	$204.63
61240	07/12/2012	Verizon Wireless	$337.05
61241	07/12/2012	Verizon Wireless	$1,049.15
61242	07/12/2012	Verizon Wireless	$100.76
61243	07/12/2012	Verizon Wireless	$22.79
61244	07/12/2012	Villmer Court Reporting	$250.00
61245	07/12/2012	Voyager Fleet System, Inc.	$2,722.66
61246	07/12/2012	Waste Management of AZ- Sierra Vista Hauling	$218.73
61247	07/12/2012	Wernette, Christina Lynn	$35.00
61248	07/12/2012	West Press	$5,781.10
61249	07/12/2012	Willcox Rock & Sand Inc.	$4,189.80

61250	07/12/2012	Willcox, City of	$183.85
61251	07/12/2012	WR Ryan Company	$614.37
61252	07/12/2012	Zumar Industries Inc	$20,779.27
61253	07/12/2012	Berry, Trudy	$583.25
61254	07/12/2012	Bonham, Marsha	$3,187.08
61255	07/12/2012	Call, Pat	$1,566.32
61256	07/12/2012	Cochise County Sheriff / Contingency	$784.10
61257	07/12/2012	Deneke, Buffy	$25.00
61258	07/12/2012	Deneke, Buffy	$100.80
61259	07/12/2012	Diaz, Jill	$24.00
61260	07/12/2012	Haws, Allen	$25.00
61261	07/12/2012	Healthcare Innovations, Inc.	$1,387.77
61262	07/12/2012	Hunter, Jackie Lynn	$11.20
61263	07/12/2012	Pena, Humberto	$42.01
61264	07/12/2012	Prest, Heather	$8.40
61265	07/12/2012	Prince, Jodi	$8.40
61266	07/12/2012	Reza, Anna Teresa	$500.00
61267	07/12/2012	Schasteen, Steve	$100.00
61268	07/12/2012	Wiedemann, James M.	$500.00
61269	07/12/2012	Appelo, Regan C.	$19.60
61270	07/12/2012	Cuscito, Laura	$4.48
61271	07/12/2012	De La Cruz, Noriko	$30.00
61272	07/12/2012	Fifer, David C.	$141.03
61273	07/12/2012	Honorable Timothy Dickerson	$106.47
61274	07/12/2012	Housh, Pamela	$297.92
61275	07/12/2012	Kuttner, Lou G. (Ludwig)	$21.28
61276	07/12/2012	Lueck, Elizabeth	$177.52
61277	07/12/2012	Martin, Carrie	$13.44
61278	07/12/2012	Mena, Maria	$10.64
61279	07/12/2012	Oertel, Brian	$56.84
61280	07/12/2012	Porter, Radi Ann	$153.44
61281	07/12/2012	Romero, Tracey	$104.44
61282	07/12/2012	Silverberg, Eric J.	$25.20
61283	07/12/2012	Thomas, Yolanda	$96.88
61284	07/12/2012	Villarreal, Elizabeth	$41.22
61285	07/13/2012	AZDepartment of Administration-Risk Manage	$5,721.53
61286	07/17/2012	JP Morgan Chase	$215,167.61

Consent 7.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Temporary Extension of Premises Liquor License La Ramada

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve an application for a temporary Extension of Premises liquor license submitted by Ms. Lorena G. Rogers for La Ramada Steakhouse & Cantina located on 1948 S Naco Highways in Bisbee.

Background:

Ms. Lorena G. Rogers has applied for a temporary Extension of Premises/Patio liquor license for La Ramada Steakhouse & Cantina located at 1948 S Naco Hwy in Bisbee. The temporary extension is for 9/1-2/2012 for a fundraiser. The Sheriff's Office and Planning and Zoning have recommended approval of the application. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to serve liquor outside of the established premises.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will forward the Board's decision to the ADLLC.

Attachments

Application

Sheriff Completed Review Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2012 AUG -1 PM 03

Date payment received _____
CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service – List specific purpose for change: _____

☒ Temporary change for date(s) of: 9/01/12 through 9/02/12 List specific purpose for change: FUND RAISER BBQ COMPETITION, CHOPPER FEST St. Jude Children Research

1. Licensee's Name: ~~LORENA~~ ROGERS (Last) LORENA (First) G (Middle)
2. Mailing Address: 1598 W MOREDER (City) BISBEE (State) AZ (Zip) 85603
3. Business Name: LA RAMADA STEAKHOUSE & CANTINA LICENSE #: 06020061
4. Business Address: 1948 S NACO HWY (City) BISBEE (COUNTY) AZ (State) 85603 (Zip)
5. Business Phone: (520) 432 4078 Residence Phone: (520) 432 6825
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO Fax #: (520) 432 6806
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES If so, when does your Certificate expire? UNKNOWN
8. What security precautions will be taken to prevent liquor violations in the extended area? I.D. VERIFICATION SECURITY
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☒ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

******After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

_____ _____ _____
(Authorized Signature) (Title) (Agency)

I, ERNEST DAVID ROGERS (Print full name), being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X _____ (Signature of Owner or Agent)

KIM A. LEMONS
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Comm. Exp.: September 14, 2012

My commission expires on: 9/14/12

State of Arizona County of Cochise
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
1st (Day) August (Month) 2012 (Year)

Kim A. Lemons
(Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

Director Signature required for Disapprovals _____ Date: __/__/__

4/16/2012 *Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.

LA RAMADA STEAKHOUSE & CANTINA

APPLICATION FOR EXTENSION OF PREMISES

MEETING ROOM

BAR

DANCE HALL

KITCHEN

FLAG STONE PATIO

DINING ROOM

PROPERTY LINE

PROPOSED EXTENSION OF PREMISES FOR CHARITY EVENT SEPT. 3/4 2011

PARKING ENTRANCE

HIGHWAY SIGNAGE

NAPO HWY

N

2011 AUG 30 P 2:34

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Lorena G. Rogers	Address:	1948 S. Naco Hwy
Business Name:	La Ramada Steakhouse & Cantina	City/Zip:	Bisbee/85603
Liquor License #:	06020061	Parcel #:	102-31-084B
Ownership Type:		Liquor License ☐	Special Event Liquor License ☐
Partner(s):		Extension of Premises (Temporary)	☒

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments:

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	☒	☐	☐

Name:	Ken Buckner	Title:	Deputy Commander
Signature:	D.C. K. Buckner	Date:	08-06-12
Contact phone:	520-432-9506	Email:	kbuckner@cochise.az.gov

Return completed form with any attachments by: 8/10/12

Consent 8.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 08/14/2012

Approve the ACJC Drug, Gang and Violent Crime Control Program 2012 Grant Agreement (Byrne)

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	11-251, -532

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement (Byrne) in the amount of $167,425 between the Arizona Criminal Justice Commission and Cochise County for the period July 1, 2012 through June 30, 2013.

Background:

The Drug, Gang and Violent Crime Control Program Grant funds 1 full time attorney and 62% of one other senior attorney who prosecute drug and violent crimes.

Fiscal Impact & Funding Sources: The amount awarded this year is $167,425, which leaves a shortage of $33,485, which will be supplemented by RICO funds (124).

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Reduce drug/violent crime prosecutors and jeopardize law enforcement drug grants.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soons as it is available, to CAO.

Fiscal Impact

Fiscal Year:	2012-2013
One-time Fixed Costs? ($$$):	-0-
Ongoing Costs? ($$$):	-0-
County Match Required? ($$$):	33,485
A-87 Overhead Amt? (Co. Cost Allocation $$$):	26,269

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

RICO FUND 124

Attachments

Cochise County Grant Approval Form

Grant Agreement ACJC Byrne Grant 2012

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: GLORIA G. GERMAN Department/Division: ATTORNEY

Date Prepared: JULY 17, 2012 Telephone: (520) 432-8700

Grantor: ARIZONA CRIMINAL JUSTICE COMMISSION Grant Title: Drug, Gang and Violent Crime Control Program Grant

Grant Term From: July 1, 2012 To: June 30, 2013

Fund No/Dept. No: FUND 135 Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☐ Yes ☒ No Amendment No. _____ Increase $ _____ Decrease $ _____

Briefly describe purpose of grant:

Prosecution of drug, gang and violent crimes.

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

A.R.S. §11-532(A)(1)

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		$167,425			$167,425
Remaining Years					
Total Revenue		$167,425			$167,425

Is County match required? ☒ Yes ☐ No If yes, dollar amount $ 33,485

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: RICO FUND 124

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation 15.69 %

b) Amount of overhead allowed by grant $26,269 County subsidy (a-b) _____

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount $ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: 1.6

ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number **DC-13-005**
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2012, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Cochise County, through Cochise County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2012 and terminate on June 30, 2013. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
   A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
P.O. Drawer CA
Bisbee, AZ, 85603
Attn: Honorable Edward Rheinheimer

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$131,382.00
Fringe Benefits (for salaries/overtime)	$36,043.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	$167,425.00
Positions Funded: Attorney (1.60) Equipment Type: Not Approved	

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $88,400.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $45,540.00 in state funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $33,485.00.

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

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than

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

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

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

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

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

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

14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

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

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

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

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

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 to July 31	August 25	January 1 to January 31	February 25
August 1 to August 31	September 25	February 1 to February 28	March 25
September 1 to September 30	October 25	March 1 to March 31	April 25
October 1 to October 31	November 25	April 1 to April 30	May 25
November 1 to November 30	December 25	May 1 to May 31	June 25
December 1 to December 31	January 25	June 1 to June 30	July 25

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

18. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

19. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

20. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

21. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

22. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

23. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide.* **Link:** *OJP Financial Guide* http://www.ojp.usdoj.gov/financialguide/

24. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $100,000.

25. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $450 per day.

26. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

27. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

28. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

29. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

30. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

31. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

32. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

33. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

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

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

36. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/

37. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230,* the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.

Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: http://www.ojp.usdoj.gov/financialguide/
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf

38. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

39. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

40. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

41. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* http://epls.arnet.gov

42. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

43. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

44. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

45. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

46. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2011-DJ-BX-2488 awarded by the Bureau of Justice Assistance, Office of Justice programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

47. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

    "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
    Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

48. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
    Link: http://www.ojp.gov/about/ocr/equal_fbo.htm.

49. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a Privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

50. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the

ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

51. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.

52. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem/gov/program-managers/Pages/implementation guide.aspx

53. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

54. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

55. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

56. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

57. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

58. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

59. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

60. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

61. Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

62. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

63. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

    GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.

64. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

65. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

66. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

67. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

Arizona Criminal Justice Commission
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET

SPECIAL CONDITION(S)

1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).

2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 90 days of the start date of this award.

3. GRANTEE assures that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

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

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

Authorized Official Initials:_____

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

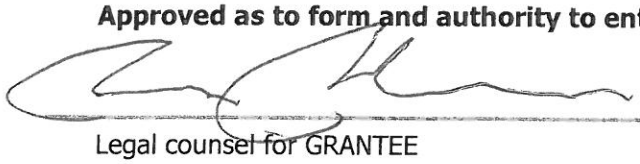
FOR GRANTEE:

Board of Supervisors, Chairperson — Date

Richard R. Searle, Chair

Printed Name and Title

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE — Date 2/18/12

Adam Ambrose, Civil Deputy Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. §§ 11-251, -532

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

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission — Date

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

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

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

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Consent 9.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 08/14/2012

Approve Crime Victim Compensation Grant, ACJC Grant No. VC-13-050

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:		**TITLE of PRESENTER:**	
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Crime Victim Compensation Grant No. VC-13-050, in the amount of $89,500, and Certified Assurances between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2012 to June 30, 2013.

Background:

The award amount of $89,500 is to be used by the Cochise County Attorney's Victim Witness Program to provide crime victims within Cochise County compensation for injuries and losses received as a result of an incident. The grant allows $11,400 in administrative costs which is used to pay salary and EREs for the Victim Comp Coordinator and travel. There are no match funds necessary for this grant.

Fiscal Impact & Funding Sources: There is no transfer-in from any county account. This fund is fully grant monies.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

This is a mandated service and Cochise County would be at fault. Also, victims in Cochise County would not receive compensation.

To BOS Staff: Document Disposition/Follow-Up:

Two (2) originals provided. Advise CAO upon Board approval. Return two (2) original Agreements to CAO after Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

Fiscal Impact

Fiscal Year:	2012-2013
One-time Fixed Costs? ($$$):	-0-

Ongoing Costs? ($$$):	-0-
County Match Required? ($$$):	-0-
A-87 Overhead Amt? (Co. Cost Allocation $$$):	1,789
Source of Funding?:	Grant

Fiscal Impact & Funding Sources (if known):

Fund 121

Attachments

Cochise County Grant Approval Form

Grant Agreement ACJC VC-13-050 - 2012

ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Compensation Program
GRANT AGREEMENT

ACJC Grant Number VC-13-050
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)
Program Includes State Monies

This Grant Agreement is made this 15th day of June, 2012, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Cochise County, through Cochise County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2012 and terminate on June 30, 2013. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
   A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
P.O. Box Drawer CA
Bisbee, AZ 85603
Attn: **The Honorable Doyle Johnstun**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$10,400.00
Fringe Benefits (for salaries/overtime)	Not Approved
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	$1,000.00
Travel Out-of-State	Not Approved
Confidential Funds/Compensation Benefits	$78,100.00
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	$89,500.00
Positions Funded: N/A Equipment Type: N/A	

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $0 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $89,500.00 in state funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant.

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

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than

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

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

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

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

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

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

14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

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

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

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

FINANCIAL/ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1, 2012 to September 30, 2012	October 31, 2012
October 1, 2012 to December 31, 2012	January 31, 2013
January 1, 2013 to March 31, 2013	April 30, 2013
April 1, 2013 to June 30, 2013	August 15, 2013

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

18. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

19. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

20. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

21. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

22. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

23. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide.* **Link:** *OJP Financial Guide* http://www.ojp.usdoj.gov/financialguide/

24. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $100,000.

25. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $450 per day.

26. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

27. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

28. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

29. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

30. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

31. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

32. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

33. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

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

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

36. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/

37. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230,* the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: http://www.ojp.usdoj.gov/financialguide/
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf

38. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform

Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

39. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

40. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

41. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* http://epls.arnet.gov

42. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

43. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

44. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

45. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

46. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

    "This was supported by Award No. 2011-VC-GX-0028 and 2010-VC-GX-0052 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

47. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the

basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

48. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link: http://www.ojp.gov/about/ocr/equal_fbo.htm.

49. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

50. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

51. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.

52. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
    Link: https://www.niem/gov/program-managers/Pages/implementation guide.aspx

53. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

54. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

55. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

56. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

57. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

58. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

59. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

60. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor

program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

61. Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

62. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

63. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

    GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.

64. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

65. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

66. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

67. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

Arizona Criminal Justice Commission
PROGRAM NAME
GRANT AGREEMENT CONTINUATION SHEET

SPECIAL CONDITION(S)

1. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
2. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
3. The GRANTEE understands that $11,400 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
4. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
5. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
6. The GRANTEE shall remit all interest earned on Federal VOCA grant funds and all unexpended allocated funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 10 days of expiration of this award.
7. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R10-4-101 through R10-4-108 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm).
8. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. § 38-431 et seq.
9. The GRANTEE agrees to seek all available restitution owed to the program.
10. The GRANTEE agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and 42 U.S.C. 10601 et. seq. The GRANTEE agrees that upon receipt for a request for such information pursuant to A.R.S. § 39-121, it shall inform the party seeking the information that the information is immune from legal process pursuant to federal law, specifically 42 U.S.C. 10604d.

Authorized Official Initials:_____

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

FOR GRANTEE:

Board of Supervisors Chair Date

Richard R. Searle, Chair

Printed Name and Title

Approved as to form and authority to enter into Agreement:

7/18/12

Legal counsel for GRANTEE Date

Adam Ambrose, Civil Deputy Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. §§ 11-251, -532

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

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

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

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

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Administrative Funds Guidelines
Exhibit "B"

The use of administrative monies from the Crime Victim Compensation fund is limited to costs incurred in administering the Crime Victim Compensation Program in each county. Administrative expenses are limited to a set amount approved annually by the Commission. Eligible costs may include:

- Percentage of salary for personnel involved in the administration of the Crime Victim Compensation Program as it correlates to the percentage of time spent in the function of administering Crime Victim Compensation claims and completing Crime Victim Compensation reports.

- Percentage of costs for overhead including office space and utilities that is directly connected to the administration of the Crime Victim Compensation Program.

- The percentage of cost for automated data processing equipment that is directly related to percentage of use the equipment is utilized for the administration of the Crime Victim Compensation Program.

- The percentage of office supplies and postage that are directly associated with the administration of the Crime Victim Compensation Program.

- Travel expenses connected to the Crime Victim Compensation Program limited to:

  Reimbursement of mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Board members to attend Compensation Board meetings and Crime Victim Compensation Program training. Reimbursement will be in accordance with each county's travel regulations.

  Reimbursement to staff for mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Program training and administration of Crime Victim Compensation claims. Reimbursement will be in accordance with each county's travel regulations.

  Reimbursement of travel costs, authorized per diem and lodging for out-of-state travel for two people, either staff or a Crime Victim Compensation Board member, to attend the Crime Victim Compensation National or regional training Conference each year. Reimbursement will be in accordance with each county's travel regulations.

Consent 10.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 08/14/2012

Approve FY 2013 Victims' Rights Program (VRP) Award Agreement A.G.#: 2013-002

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	A.R.S. title 13, Chapter 40 & Title 8, Chapter 3, Article 7

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Victims' Rights Program (VRP) Award Agreement, A.G. #:2013-002, in the amount of $27,150 between the Arizona Attorney General and the Cochise County Attorney's Office, for the period July 1, 2012 to June 30, 2013.

Background:

The award amount of $27,150 is to be used by the Cochise County Attorney’s Victim Witness Program to provide funding for one full-time Clerk III responsible for victim notification on criminal cases.

Fiscal Impact & Funding Sources: Attorney General's Victim Rights Program, funds deposited into Fund 126.

Department's Next Steps (if approved):

Submit signed grants to grant source for funding.

Impact of NOT Approving/Alternatives:

If not funded, the County general fund would have to absorb this position as it is a mandated service.

To BOS Staff: Document Disposition/Follow-Up:

Advise CAO upon Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

Fiscal Impact

Fiscal Year: 2012-2013

One-time Fixed Costs? ($$$):	-0-
Ongoing Costs? ($$$):	-0-
County Match Required? ($$$):	-0-
A-87 Overhead Amt? (Co. Cost Allocation $$$):	4,260
Source of Funding?:	Grant

Fiscal Impact & Funding Sources (if known):

Fund 126

Attachments

Cochise County Grant Approval Form

Award Agreement Office of AG 2012-2013

State of Arizona
Office of the Attorney General
FY 2013 Victims' Rights Program (VRP)

AWARD AGREEMENT

A.G.#: 2013-002

RECIPIENT

Name:	Cochise County - County Attorney's Office
Contact:	Gloria German, Administrative Manager
Address:	Cochise County Attorney's Office PO Drawer CA Bisbee, AZ 85603
Award Amount:	$27,150
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Prosecutorial as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- *Victims' Rights Fund.*

This AGREEMENT is made this first day of July 2012, by and between the Arizona Attorney General, and the Cochise County Attorney's Office, the "Contractor", to commence on July 1, 2012 and terminate June 30, 2013. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.

B. Award funds will be used only for *allowable costs* that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties *(services)*, as described in the *Program Guidelines - Section IV*, and as specified in Contractor's approved $27,150 award budget as follows:

Personnel:	$22,184	100% Notification Clerk III
Benefits:	4,966	
Consulting:		
Operating:		
Equipment:		

C. To complete and submit, on or before August 9, 2013, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2013 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to make site visits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.

I. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with AAC Section A.R.S. § 23-214, Subsection A.

J. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

K. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 9, 2013, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

D. Any and all award funds not expended by June 30, 2013, will be returned to the Attorney General.

E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL: _____ 7/12/12

John Stevens, Administrative Projects Manager — Date

FOR THE CONTRACTOR:

_____ _____ Doyle B. Johnstun, Chief Criminal Deputy

Authorized Signature — Date — Printed Name and Title County Attorney

ATTEST: **APPROVED AS TO FORM:**

_____ _____

Clerk of the Governing Board (*if applicable*) Date — Legal Counsel (*if applicable*) Date

Consent 11.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date: 08/14/2012

Patrol Lieutenant

Submitted By: Forest Hauser, County Sheriff

Department: County Sheriff

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Forest Hauser	**TITLE of PRESENTER:**	Patrol Lieutenant
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

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

Information

Agenda Item Text:

Approve the US Department of Justice Assistance Grant Award 2012-DJ-BX-1141 in the amount of $38,148 to allow the Cochise County Sheriff's Office to purchase 37 Electronic Control Devices w/holsters, 82 additional cartridges and training for the use of these devices, in an effort to enhance the current inventory of Electronic Control Devices and to promote enhanced safety practices and methods for the deputies and public.

Background:

This item (Justice Assistance Grant Award 2012-DJ-BX-1141) was applied for in May of 2012 and awarded by the US Department of Justice on July 13, 2012 pending post approval by the Cochise County Board of Superviors. (This item has not been previously presented to the Cochise County Board of Superviors).

Department's Next Steps (if approved):

Upon approval of the Cochise County Board of Superviors, the Sheriff will submit the written approval to the US Department of Justice in exchange for the release of awarded funds to purchase Electronic Control Devices as stated in the Agenda Item.

Impact of NOT Approving/Alternatives:

Should the Cochise County Board of Supervisors not approve this agenda item, the US Justice Assistance Grant Award process will not be completed and funds will not be forwarded to the Cochise County Sheriff's Office to purchase Electronic Control Devices as stated in the Agenda Item. There are no statutory requirements for the purchase of Electronic Control Devices.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval of this item, the Cochise County Sheriff will require a written copy of this approval to be submitted to the US Department of Justice for the relase of funds to purchase the Electronic Control Devices.

Attachments

Award Report 1

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

July 13, 2012

Mr. Mike Ortega
Cochise County
1415 West Melody Lane
Bisbee, AZ 85603-1045

Dear Mr. Ortega:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of $38,148 for Cochise County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

July 13, 2012

Mr. Mike Ortega
Cochise County
1415 West Melody Lane
Bisbee, AZ 85603-1045

Dear Mr. Ortega:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Cochise County
1415 West Melody Lane
Bisbee, AZ 85603-1045

4. AWARD NUMBER: 2012-DJ-BX-1141

5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2015

BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2015

6. AWARD DATE 07/13/2012

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
866000399

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Electronic Control Device Purchase

10. AMOUNT OF THIS AWARD $ 38,148

11. TOTAL AWARD $ 38,148

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell

Director

17. SIGNATURE OF APPROVING OFFICIAL

Denise O'Donnell

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Mike Ortega
County Administrator

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		38148

21. LDJUGT0633

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2012-DJ-BX-1141 AWARD DATE 07/13/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

11. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).

12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

SPECIAL CONDITIONS

13. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

14. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

15. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SPECIAL CONDITIONS

16. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

17. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

18. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

19. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

20. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

21. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

22. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

23. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

SPECIAL CONDITIONS

24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

26. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

27. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

28. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

29. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

30. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

31. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Cochise County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.
Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2012-DJ-BX-1141

This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer
(202) 616-3294

2. PROJECT DIRECTOR (Name, address & telephone number)

Forest Hauser
Patrol Lietenant
1415 W. Melody Lane
Bisbee, AZ 85603-1045
(520) 384-7052 ext.7052

3a. TITLE OF THE PROGRAM

BJA FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Electronic Control Device Purchase

5. NAME & ADDRESS OF GRANTEE

Cochise County
1415 West Melody Lane
Bisbee, AZ 85603-1045

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2011 TO: 09/30/2015

8. BUDGET PERIOD

FROM: 10/01/2011 TO: 09/30/2015

9. AMOUNT OF AWARD

$ 38,148

10. DATE OF AWARD

07/13/2012

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).
The grantee will use the 2012 JAG award to purchase less-than-lethal equipment and train law enforcement. The project goal is to increase public and officer safety. NCA/NCF

Consent 12.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date: 08/14/2012

GOHS Selective Traffic Enforcement

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:		**TITLE of PRESENTER:**	
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve Contract #2013-PT-021, between the Governor's Office of Highway Safety and the Sheriff's Office providing $10,000 for selective traffic enforcement with a term of October 1, 2012 through September 30, 2013.

Background:

This grant is recuring from the Governor's Office of Highway Safety and provides funding for overtime for traffic enforcement in problem areas. This includes school zones, areas of high crash statistics and areas where the public has complained of speeding etc. There are no matching funds required. This grant has been reviewed and approved as to form by Terry Bannon of the County Attorney's Office.

Department's Next Steps (if approved):

Upon final aproval from GOHS, the Sheriff's Office will initiate selective traffic enforcement utilizing these funds.

Impact of NOT Approving/Alternatives:

If not approved the Sheriff's Office will be unable to conduct special enforcement details or will be required to utilize general funds.

To BOS Staff: Document Disposition/Follow-Up:

Upon completion please return both original copies to the Sheriff's Office so they can be forwarded to the Governor's Office of Highway Safety.

Attachments

Selective Traffic Enforcement

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

		CFDA 20.600
1.	**APPLICANT AGENCY** Cochise County Sheriff's Office	**GOHS CONTRACT NUMBER** **2013-PT-021**
	ADDRESS 205 Judd Drive Bisbee, AZ 85603	**PROGRAM AREA 402 – PT** **TASK 1**
2.	**GOVERNMENTAL UNIT** Cochise County	**AGENCY CONTACT** Commander Mark Genz
	ADDRESS 1415 Melody Lane, Building G Bisbee, AZ 85603	**3. PROJECT TITLE** Selective Traffic Enforcement (STEP)
4.	**GUIDELINES** 402 – Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Selective Traffic Enforcement and Education throughout Cochise County.

6. BUDGET COST CATEGORY	**Project Period FY 2013**
I. Personnel Services	$7,246.00
II. Employee Related Expenses	$2,754.00
III. Professional and Outside Services	$0.00
IV. Travel In-State	$0.00
V. Travel Out-of-State	$0.00
VI. Materials and Supplies	$0.00
VII. Capital Outlay	$0.00
TOTAL ESTIMATED COSTS	**$10,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2013
CURRENT GRANT PERIOD	**FROM:** 10-01-2012	**TO:** 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $10,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Cochise County is located in the southeastern corner of Arizona. It is bordered to the east by New Mexico and to the south by Mexico. The Cochise County Sheriff's Office is responsible for all unincorporated areas within the county.

The Cochise County Sheriff's Office consists of 85 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work in patrol, investigations or the Border Alliance Group. The 2010 population of the county was listed as 131,346. The county covers 6,250 square miles. The median income is $45,000. The major employers are Fort Huachuca, the Sierra Vista School District and Cochise County. There are several mountain ranges within the county and it is rich in history. Cochise County has a moderate climate with the average temperature being 75 degrees due to the majority of the county being in a higher elevation.

Cochise County maintains 1,441 miles of roads. 576 miles of these are paved and 865 are dirt. Also running through Cochise County is Interstate 10 along with State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add another 465 miles of roadways. These are highly traveled roadways as Interstate 10 is the main thoroughfare to get east and west through Arizona. The Douglas and Naco Ports of Entry are major entry and exit points to and from the United States.

Agency Problem:

Impaired/distracted driving, speeding and youth alcohol violations continue to be a problem within the county. Due to the lack of manpower, directed activities to impact these violations have been a problem. The Sheriff's Office wants to continue enforcement activities in conjunction with the Southeastern Arizona DUI Task Force by conducting continuous and directed enforcement and educational activities throughout the year.

Agency Attempts to Solve Problem:

The Cochise County Sheriff's Office has participated in Southeastern Arizona DUI Task Force activities since it was created in 1997. Until the financing procedure was changed, CCSO served as the lead agency for the Task Force. Overtime funding through these years has been the major asset in their ability to continue to enforce impaired driving laws. They have also instituted a procedure where during peak holiday times and required GOHS deployments, the deputies on normal patrol are instructed to make an extra effort to enforce impaired driving, speed and other traffic laws. This has helped the effort but these deputies are limited to the times that they are not responding to normal calls for service. They have also attempted to use normal patrol deputies for selective enforcement efforts in school zones and areas of high speeding complaints and crashes.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Selective Traffic Enforcement and Education throughout Cochise County.

How Agency Will Solve Problem With Funding:

By utilizing the Selective Traffic Enforcement Program overtime funding the Cochise County Sheriff's Office will be able to deploy additional officers for more focused and specific traffic enforcement efforts. This will increase the number of contacts made and citations issued ultimately reducing speed related traffic collisions, injuries and fatalities throughout Cochise County.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2011)	TWO YEARS AGO (2010)	THREE YEARS AGO (2009)
TOTAL FATAL COLLISIONS	5	4	4
TOTAL INJURY COLLISIONS	57	51	74
TOTAL COLLISIONS INVESTIGATED	272	314	380
ALCOHOL-RELATED FATALITIES	1	2	0
ALCOHOL-RELATED INJURIES	6	9	3
SPEED-RELATED FATALITIES	1	2	7
SPEED-RELATED INJURIES	27	18	39
PEDESTRIAN FATALITIES	1	0	0
PEDESTRIAN INJURIES	2	4	0
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	0	1	0
TOTAL DUI ARRESTS	191	183	507
TOTAL MISDEMEANOR DUI ARRESTS	191	179	467
TOTAL AGGRAVATED DUI ARRESTS	0	4	40
TOTAL EXTREME DUI .15 ARRESTS	27	25	73
TOTAL DUI-DRUG ARRESTS	23	35	66
TOTAL DRE EVALUATIONS	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	0	0	0
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	143	159	296
UNDERAGE DUI ARRESTS	15	27	74
UNDERAGE DUI-DRUG ARRESTS	8	11	26
TOTAL AGENCY CITATIONS	3639	4116	5431
SPEED CITATIONS	1730	2148	1181
RED LIGHT RUNNING CITATIONS	28	28	26
SEAT BELT CITATIONS	81	89	128
CHILD SAFETY SEAT CITATIONS	54	44	36

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Selective Traffic Enforcement and Education throughout Cochise County. The following goals and objectives shall be accomplished as a result of this funding:

- Expend funding for Personnel Services (overtime) and Employee Related Expenses provided for Speed/STEP activities by September 30, 2013.
- To reduce or maintain the total number of persons killed in traffic collisions through Speed Enforcement by December 31, 2013.
- To reduce or maintain the total number of persons injured in traffic collisions through Speed Enforcement by December 31, 2013.
- To increase the total number of speed citations by **5%** percent from the calendar 2011 base year total of **1,730 to 1,816** by December 31, 2013.
- To increase the total number of total agency citations by **5%** percent from the calendar 2011 base year total of **3,639 to 3,820** by December 31, 2013.
- To conduct **Two (2)** highly publicized Speed/STEP enforcement operations by September 30, 2013.
- To make **Two (2)** training presentations to law enforcement personnel related to DUI, Speed, Occupant Restraints etc., by September 30, 2013.
- Provide **Two (2)** certified training courses in speed measurement devices by September 30, 2013.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will implement the following strategies to meet the outlined goals and objectives:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in Speed/Selective Traffic Enforcement Program (STEP).
- To improve the enforcement of traffic safety laws intended to reduce death, injury and property damage and promote roadway safety, by strict and consistent enforcement.
- Identify most dangerous roads (Speed-Related Issues) within specific geographic area respective community. Deploy enforcement efforts based upon identification process.
- Include speed and traffic enforcement as part of other enforcement programs (i.e., DUI and occupant protection).
- Provide public information and education on the effects of excessive vehicle speed and hazardous traffic violations.
- To encourage law enforcement agencies to use changeable message signs to promote traffic safety messages and operations.

- To develop a Speed/STEP Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being delayed until completed.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Cochise County Sheriff's Office shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
  - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project.
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Larry Dever, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Mark Genz, Commander, Cochise County Sheriff's Office, shall serve as Project Administrator.

Benjamin Deemer, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $50,000.00	Desk Review/Phone Conference.
$50,000.01-$99,999.99	In-House GOHS Review
$100,000+	On-Site
Capital Outlay Greater than $25,000.00 (combined)	On-Site

Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$7,246.00
II.	Employee Related Expenses	$2,754.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$10,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of **$10,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the Cochise County Sheriff's Officed in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

Cochise County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2013-PT-021

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

   Name: Rodney W. Rothrock

   Title: Chief Deputy

   Telephone Number: 520-432-9505 Fax Number: 520-432-3517

   E-mail Address: rrothrock @cochise.az.gov

2. ***Agency's Fiscal Contact:***

   Name: Jody J. Sanders

   Title: Administrative Manager

   Telephone Number: 520-432-9516 Fax Number: 520-432-3517

   E-mail Address: jsanders@cochise.az.gov

   Federal Identification Number: 86-000398

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Cochise County Sheriff's Office

   Warrant/Check to be mailed to:

   Cochise County Sheriff's Office
   (Agency)

   205 N. Judd Drive
   (Address)

   Bisbee, AZ 85603
   (City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Larry Dever, Sheriff
Cochise County Sheriff's Office

_____

Date Telephone

Signature of Authorized Official of Governmental Unit:

Richard Searle, Chairman of the Board
Cochise County Board of Supervisors

_____

Date Telephone

Approved as to form and authority to enter into Agreement:

Legal Counsel for Grantee

7-12-12
Date

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §**402**, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402-PT, Task 1,** as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$10,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Consent 13.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date: 08/14/2012

GOHS DUI Enforcement Grant

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Lt Mark P. Genz	**TITLE of PRESENTER:**	DUI Coordinator
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve GOHS Contract #2013-AL-020 between the Governor's Office of Highway Safety and the Sheriff's Office providing $20,000 in funding for DUI Enforcement for the term of October 1, 2012 through September 30, 2013.

Background:

This grant is recurring from the Governor's Office of Highway Safety for overtime funds for DUI Enforcement. This grant allows the Sheriff's Office to work in coordination with the Southeastern Arizona DUI Task Force. There is no matching funding required and this grant has been approved as to form by Terry Bannon of the County Attorney's Office.

Department's Next Steps (if approved):

Upon approval from GOHS, the Sheriff's Office will conduct DUI enforcement and education activities.

Impact of NOT Approving/Alternatives:

Overtime funds will not be available for DUI enforcement and education and funds will have to be spent out of the general fund.

To BOS Staff: Document Disposition/Follow-Up:

Upon completion please return both original copies to the Sheriff's Office so they can be forwarded to the Governor's Office of Highway Safety.

Attachments

DUI Enforcement Grant

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

		CFDA 20.600
1.	**APPLICANT AGENCY** Cochise County Sheriff's Office	**GOHS CONTRACT NUMBER** **2013-AL-020**
	ADDRESS 205 Judd Drive Bisbee, AZ 85603	**PROGRAM AREA** 402 – AL **TASK** 1
2.	**GOVERNMENTAL UNIT** Cochise County	**AGENCY CONTACT** Commander Mark Genz
	ADDRESS 1415 Melody Lane, Building G Bisbee, AZ 85603	**3. PROJECT TITLE** DUI Enforcement
4.	**GUIDELINES** 402 – Alcohol (AL)	
5.	**BRIEFLY STATE PURPOSE OF PROJECT:** Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Education throughout Cochise County.	

	6. BUDGET **COST CATEGORY**	**Project Period** **FY 2013**
I.	**Personnel Services**	$14,493.00
II.	**Employee Related Expenses**	$5,507.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$20,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2013
CURRENT GRANT PERIOD	**FROM:** 10-01-2012	**TO:** 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $20,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Cochise County is located in the southeastern corner of Arizona. It is bordered to the east by New Mexico and to the south by Mexico. The Cochise County Sheriff's Office is responsible for all unincorporated areas within the county.

The Cochise County Sheriff's Office consists of 85 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work in patrol, investigations or the Border Alliance Group. The 2010 population of the county was listed as 131,346. The county covers 6,250 square miles. The median income is $45,000. The major employers are Fort Huachuca, the Sierra Vista School District and Cochise County. There are several mountain ranges within the county and it is rich in history. Cochise County has a moderate climate with the average temperature being 75 degrees due to the majority of the county being in a higher elevation.

Cochise County maintains 1,441 miles of roads. 576 miles of these are paved and 865 are dirt. Also running through Cochise County is Interstate 10 along with State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add another 465 miles of roadways. These are highly traveled roadways as Interstate 10 is the main thoroughfare to get east and west through Arizona. The Douglas and Naco Ports of Entry are major entry and exit points to and from the United States.

Agency Problem:

Impaired/distracted driving, speeding and youth alcohol violations continue to be a problem within the county. Due to the lack of manpower, directed activities to impact these violations have been a problem. The Sheriff's Office wants to continue enforcement activities in conjunction with the Southeastern Arizona DUI Task Force by conducting continuous and directed enforcement and educational activities throughout the year.

Youth Alcohol issues continue to be a problem. On average, when Covert Underage Buyers (CUBs) details are conducted within the county, 18% of the businesses targeted sell to the underage buyers. Due to the geographical location of Cochise County, minors going into Mexico and consuming alcoholic beverages continue to be a problem.

Agency Attempts to Solve Problem:

The Cochise County Sheriff's Office has participated in Southeastern Arizona DUI Task Force activities since it was created in 1997. Until the financing procedure was changed, CCSO served as the lead agency for the Task Force. Overtime funding through these years has been the major asset in their ability to continue to enforce impaired driving laws. They have also instituted a procedure where during peak holiday times and required GOHS deployments, the deputies on normal patrol are instructed to make an extra effort to enforce impaired driving, speed and other traffic laws. This has helped the effort but these deputies are limited to the times that they are not responding to normal calls for service. They have also attempted to use normal patrol deputies for selective enforcement efforts in school zones and areas of high speeding complaints and crashes.

The Sheriff's Office also participates in CUBs and Port details. These are more manpower intense and they don't have the luxury of taking deputies off the street to participate in these details. The overtime funding has been the major source of revenue to be able to continue in this effort. They participate in these efforts

along with other member agencies of the Southeastern Arizona DUI Task Force. New complaints of minors coming across the Naco Port of Entry will make it even more important to continue with this effort. The Sheriff's Office participates in numerous presentations throughout the year at schools, safety fairs and community events to educate the public and minors on the dangers of impaired driving.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Education throughout Cochise County.

How Agency Will Solve Problem With Funding:

The Cochise County Sheriff's Office will provide enforcement and education for the reduction of alcohol and drug related crashes and fatalaties. They will provide enforcement and education for the reduction of alcohol sales establishments that sell to underage buyers. They will provide enforcement and education for the reduction of restaurants that sell to underage buyers. Cochise County Sheriff's Office will reduce instances of minors that travel to Mexico to drink alcoholic beverages and then come back through the ports of entry into the United States.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2011)	TWO YEARS AGO (2010)	THREE YEARS AGO (2009)
TOTAL FATAL COLLISIONS	5	4	4
TOTAL INJURY COLLISIONS	57	51	74
TOTAL COLLISIONS INVESTIGATED	272	314	380
ALCOHOL-RELATED FATALITIES	1	2	0
ALCOHOL-RELATED INJURIES	6	9	3
SPEED-RELATED FATALITIES	1	2	7
SPEED-RELATED INJURIES	27	18	39
PEDESTRIAN FATALITIES	1	0	0
PEDESTRIAN INJURIES	2	4	0
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	0	1	0
TOTAL DUI ARRESTS	191	183	507
TOTAL MISDEMEANOR DUI ARRESTS	191	179	467
TOTAL AGGRAVATED DUI ARRESTS	0	4	40
TOTAL EXTREME DUI .15 ARRESTS	27	25	73
TOTAL DUI-DRUG ARRESTS	23	35	66
TOTAL DRE EVALUATIONS	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	0	0	0
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	143	159	296
UNDERAGE DUI ARRESTS	15	27	74
UNDERAGE DUI-DRUG ARRESTS	8	11	26
TOTAL AGENCY CITATIONS	3639	4116	5431
SPEED CITATIONS	1730	2148	1181
RED LIGHT RUNNING CITATIONS	28	28	26
SEAT BELT CITATIONS	81	89	128
CHILD SAFETY SEAT CITATIONS	54	44	36

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Education throughout Cochise County. The following goals and objectives shall be accomplished as a result of this funding:

- Expend funding for Personnel Services (overtime) and Employee Related Expenses provided for DUI activities by September 30, 2013.
- To reduce or maintain the total number of alcohol involved traffic fatalities through DUI enforcement by December 31, 2013.
- To reduce or maintain the total number of alcohol involved traffic injuries through DUI enforcement by December 31, 2013.
- To increase total department-wide DUI arrests by **5%** percent from the calendar 2011 base year total of **191 to 200** by December 31, 2013.
- To conduct **Two (2)** DUI Saturation Patrols by September 30, 2013 and participate in an additional **Two (2)** DUI Task Force Operations by September 30, 2013.
- To conduct **One (1)** DUI training session for enforcement personnel by September 30, 2013.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will implement the following strategies to meet the outlined goals and objectives:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in DUI activities.
- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.

- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.

- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.

- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***

- The Agency will provide a schedule of their respective DUI Task Force details or planned participation in other agency DUI Task Force details a minimum of Three (3) weeks prior to each Mandatory Reporting Period.

- To develop a DUI Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being delayed until completed.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Cochise County Sheriff's Office shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
  - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project.
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Larry Dever, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Mark Genz, Commander, Cochise County Sheriff's Office, shall serve as Project Administrator.

Benjamin Deemer, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $50,000.00	Desk Review/Phone Conference.
$50,000.01-$99,999.99	In-House GOHS Review
$100,000+	On-Site
Capital Outlay Greater than $25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime) **DUI OT -$10,870.00** **Youth Alcohol -$3,623.00**	$14,493.00
II.	Employee Related Expenses **DUI OT -$4,130.00** **Youth Alcohol -$1,377.00**	$5,507.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$20,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of **$20,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the Cochise County Sheriff's Officed in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

   Name: Rodney W. Rothrock

   Title: Chief Deputy

   Telephone Number: 520-432-9505 Fax Number: 520-432-3517

   E-mail Address: rrothrock @cochise.az.gov

2. ***Agency's Fiscal Contact:***

   Name: Jody J. Sanders

   Title: Administrative Manager

   Telephone Number: 520-432-9516 Fax Number: 520-432-3517

   E-mail Address: jsanders@cochise.az.gov

   Federal Identification Number: 86-000398

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Cochise County Sheriff's Office

   Warrant/Check to be mailed to:

   Cochise County Sheriff's Office
   (Agency)

   205 N. Judd Drive
   (Address)

   Bisbee, AZ 85603
   (City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Larry Dever, Sheriff
Cochise County Sheriff's Office

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Richard Searle, Chairman of the Board
Cochise County Board of Supervisors

_____

_____
Date Telephone

Approved as to form and authority to enter into Agreement:

_____ _____

Legal Counsel for Grantee **Date**

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402-AL, Task 1**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: $20,000.00

3. **AGREEMENT AND AUTHORIZATION TO PROCEED** by State Official responsible to Governor for the administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Consent 14.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date: 08/14/2012

GOHS Teen Driving Education Grant

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:		**TITLE of PRESENTER:**	
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve GOHS Grant #2013-AL-021 between GOHS and the Sheriff's Office to provide $14,500 for overtime to conduct a Teen Driving Education Program with a term of October 1, 2012 through September 30, 2013.

Background:

This grant provides funding for overtime to conduct a Teen Driving Education Program within Cochise County. This program has already been approved by the Board in a previous meeting. There are no matching funds required and this grant has been approved as to form by Terry Bannon of the County Attorney's Office.

Department's Next Steps (if approved):

Upon approval the Sheriff's Office, in coordination with the Southeastern Arizona DUI Task Force will conduct the Teen Driving Education Program.

Impact of NOT Approving/Alternatives:

If not approved, we will be unable to conduct the Teen Driving Education Program without utilizing general funds.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval please return both original copies to the Sheriff's Office so they can be forwarded to the Governor's Office of Highway Safety.

Attachments

GOHS Teen Driving Education Grant

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

		CFDA 20.600
1.	**APPLICANT AGENCY** Cochise County Sheriff's Office	**GOHS CONTRACT NUMBER** **2013-AL-021**
	ADDRESS 205 Judd Drive Bisbee, AZ 85603	**PROGRAM AREA 402 – AL** **TASK 3**
2.	**GOVERNMENTAL UNIT** Cochise County	**AGENCY CONTACT** Commander Mark Genz
	ADDRESS 1415 Melody Lane, Building G Bisbee, AZ 85603	**3. PROJECT TITLE** Teen Driving Education
4.	**GUIDELINES** 402 – Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Teen Driving Education throughout the Cochise County.

6.	**BUDGET COST CATEGORY**	**Project Period FY 2013**
I.	**Personnel Services**	$10,507.00
II.	**Employee Related Expenses**	$3,993.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$14,500.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2013
CURRENT GRANT PERIOD	**FROM:** 10-01-2012	**TO:** 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $14,500.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Cochise County is located in the southeastern corner of Arizona. It is bordered to the east by New Mexico and to the south by Mexico. The Cochise County Sheriff's Office is responsible for all unincorporated areas within the county.

The Cochise County Sheriff's Office consists of 85 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work in patrol, investigations or the Border Alliance Group. The 2010 population of the county was listed as 131,346. The county covers 6,250 square miles. The median income is $45,000. The major employers are Fort Huachuca, the Sierra Vista School District and Cochise County. There are several mountain ranges within the county and it is rich in history. Cochise County has a moderate climate with the average temperature being 75 degrees due to the majority of the county being in a higher elevation.

Cochise County maintains 1,441 miles of roads. 576 miles of these are paved and 865 are dirt. Also running through Cochise County is Interstate 10 along with State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add another 465 miles of roadways. These are highly traveled roadways as Interstate 10 is the main thoroughfare to get east and west through Arizona. The Douglas and Naco Ports of Entry are major entry and exit points to and from the United States.

Agency Problem:

Cochise County Local High Schools no longer teach driver's training. Youth Alcohol issues continue to be a problem. On average, when CUBs details are conducted within the county, 18% of the businesses targeted sell to the underage buyers. Due to the geographical location of Cochise County, minors going into Mexico and consuming alcoholic beverages continue to be a problem. Douglas was always the main port for offenders. A new club has opened up in Naco, Sonora and they are now seeing a rising problem with minors consuming in Naco, Sonora and coming back into the United States through the Naco Port of Entry. More efforts will be required to attempt to curb this problem.

Agency Attempts to Solve Problem:

In an effort to educate new drivers in the dangers of driving impaired as well as how to maintain and properly operate their vehicles, the Cochise County Sheriff's Office, in conjunction with other agencies within the Southeastern Arizona DUI Task Force, have put together a teen driving program. This program consists of three hours of classroom training including safe vehicle operation as well as impaired driving. It then consists of five hours of hands-on driving training as well as safe operation of the vehicle. Subjects such as vehicle maintenance are also included as well as operating a golf cart on a cone course while wearing Fatal Vision Goggles.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Teen Driving Education throughout the Cochise County.

How Agency Will Solve Problem With Funding:

The Teen Driving Program is a proposed new venture and a different way that Cochise County is attempting to get the message out about impaired driving and its dangers as well as safe and lawful operation of motor vehicles. Along with education on impaired driving is instruction on how to safely operate and maintain a vehicle. These classes are no longer taught in many of their schools due to their funding restraints. This effort will be undertaken by agencies belonging to the Southeastern Arizona DUI Task Force as well as Fort Huachuca. We anticipate this to be a very attractive program that will be provided to licensed teen driver's at no expense to them.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2011)	TWO YEARS AGO (2010)	THREE YEARS AGO (2009)
TOTAL FATAL COLLISIONS	5	4	4
TOTAL INJURY COLLISIONS	57	51	74
TOTAL COLLISIONS INVESTIGATED	272	314	380
ALCOHOL-RELATED FATALITIES	1	2	0
ALCOHOL-RELATED INJURIES	6	9	3
SPEED-RELATED FATALITIES	1	2	7
SPEED-RELATED INJURIES	27	18	39
PEDESTRIAN FATALITIES	1	0	0
PEDESTRIAN INJURIES	2	4	0
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	0	1	0
TOTAL DUI ARRESTS	191	183	507
TOTAL MISDEMEANOR DUI ARRESTS	191	179	467
TOTAL AGGRAVATED DUI ARRESTS	0	4	40
TOTAL EXTREME DUI .15 ARRESTS	27	25	73
TOTAL DUI-DRUG ARRESTS	23	35	66
TOTAL DRE EVALUATIONS	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	0	0	0
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	143	159	296
UNDERAGE DUI ARRESTS	15	27	74
UNDERAGE DUI-DRUG ARRESTS	8	11	26
TOTAL AGENCY CITATIONS	3639	4116	5431
SPEED CITATIONS	1730	2148	1181
RED LIGHT RUNNING CITATIONS	28	28	26
SEAT BELT CITATIONS	81	89	128
CHILD SAFETY SEAT CITATIONS	54	44	36

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Teen Driving Education throughout the Cochise County. The following goals and objectives shall be accomplished as a result of this funding:

ALCOHOL / DUI

- Expend funding for Personnel Services (overtime) and Employee Related Expenses provided for DUI deterrence activities by September 30, 2013.
- To reduce or maintain the total number of alcohol involved traffic fatalities through DUI enforcement by December 31, 2013.
- To reduce or maintain the total number of alcohol involved traffic injuries through DUI enforcement by December 31, 2013.
- To conduct **Two (2)** DUI training sessions for enforcement personnel by September 30, 2013.
- To conduct **Two (2)** Teen Driving Education classes for local area youth by September 30, 2013.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will implement the following strategies to meet the outlined goals and objectives:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in DUI deterrence activities.
- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.

- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.

- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***

- The Agency will provide a schedule of their respective DUI Task Force details or planned participation in other agency DUI Task Force details a minimum of Three (3) weeks prior to each Mandatory Reporting Period.

- To develop a DUI Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being delayed until completed.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
    - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project.
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Larry Dever, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Mark Genz, Commander, Cochise County Sheriff's Office, shall serve as Project Administrator.

Benjamin Deemer, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $50,000.00	Desk Review/Phone Conference.
$50,000.01-$99,999.99	In-House GOHS Review
$100,000+	On-Site
Capital Outlay Greater than $25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$10,507.00
II.	Employee Related Expenses	$3,993.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$14,500.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of **$14,500.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the Cochise County Sheriff's Officed in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

   Name: Rodney W. Rothrock

   Title: Chief Deputy

   Telephone Number: 520-432-9505 Fax Number: 520-432-3517

   E-mail Address: rrothrock @cochise.az.gov

2. ***Agency's Fiscal Contact:***

   Name: Jody J. Sanders

   Title: Administrative Manager

   Telephone Number: 520-432-9516 Fax Number: 520-432-3517

   E-mail Address: jsanders@cochise.az.gov

   Federal Identification Number: 86-000398

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Cochise County Sheriff's Office

   Warrant/Check to be mailed to:

   Cochise County Sheriff's Office
   (Agency)

   205 N. Judd Drive
   (Address)

   Bisbee, AZ 85603
   (City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Larry Dever, Sheriff
Cochise County Sheriff's Office

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Richard Searle, Chairman of the Board
Cochise County Board of Supervisors

_____

_____
Date Telephone

Approved as to form and authority to enter into Agreement:

Legal Counsel for Grantee **Date**

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402-AL, Task 3**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$14,500.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED** by State Official responsible to Governor for the administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Consent 15.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date: 08/14/2012

Victim's Rights Program Award

Submitted By: Rod Rothrock, County Sheriff

Department: County Sheriff

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:		**TITLE of PRESENTER:**	
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve award agreement A.G.#: 2013-043 from the Office of the Arizona Attorney General Victim's Rights Program awarding the Sheriff's Office $15,050 in funding to pay for 43% of the salary and employee related expenses (ERE) of a records specialist to conduct state mandated victim notifications, with a term of July 1, 2012 to June 30, 2013.

Background:

This award is an annual event and has been on-going for several years. This award from the Attorney General's Office pays for 43% of the salary and ERE of a full time Record's Specialist who conducts victim notifications, etc., as mandated byArizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7. There are no matching funds associated with this award. This award has been reviewed and approved as to form by Ms. Terry Bannon, Deputy County Attorney.

Department's Next Steps (if approved):

The Sheriff's Office will continue to perform the victim notifications as mandated by law.

Impact of NOT Approving/Alternatives:

As victim notification is mandated by state law, if this award is not approved those activities would continue, but the full costs would be borne by the general fund.

To BOS Staff: Document Disposition/Follow-Up:

Please return both original copies to the Sheriff's Office so they can be forwarded to the Office of the Attorney General.

Attachments

Victims Rights Award 2013

State of Arizona
Office of the Attorney General
FY 2013 Victims' Rights Program (VRP)

AWARD AGREEMENT

A.G.#: 2013-043

RECIPIENT

Name:	Cochise County - Sheriff's Department
Contact:	Alma Barth, Records Supervisor
Address:	Cochise County Sheriff's Department 205 North Judd Drive Bisbee, AZ 85603
Award Amount:	$15,050
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Law Enforcement/Custodial as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- *Victims' Rights Fund.*

This AGREEMENT is made this first day of July 2012, by and between the Arizona Attorney General, and the Cochise County Sheriff's Department, the "Contractor", to commence on July 1, 2012 and terminate June 30, 2013. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.

B. Award funds will be used only for *allowable costs* that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties *(services)*, as described in the *Program Guidelines - Section IV*, and as specified in Contractor's approved $15,050 award budget as follows:

Personnel:	$10,439	43% Records Specialist
Benefits:	$4,611	
Consulting:		
Operating:		
Equipment:		

C. To complete and submit, on or before August 9, 2013, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2013 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to make site visits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.

I. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with AAC Section A.R.S. § 23-214, Subsection A.

J. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

K. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 9, 2013, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

D. Any and all award funds not expended by June 30, 2013, will be returned to the Attorney General.

E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL: _____ 7/12/12
John Stevens, Administrative Projects Manager — Date

FOR THE CONTRACTOR:

_____ _____ _____
Authorized Signature — Date — Printed Name and Title

ATTEST:

_____
Clerk of the Governing Board (*if applicable*) — Date

APPROVED AS TO FORM:

_____ 7.27.12
Legal Counsel (*if applicable*) — Date

Consent 16.

Regular Board of Supervisors Meeting **Emergency Services**

Meeting Date: 08/14/2012

Approve the Cochise County Multi-Jurisdictional Hazard Mitigation Plan 2012

Submitted By: Mike Evans, Emergency Services

Department: Emergency Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Michael B. Evans	**TITLE of PRESENTER:**	Coordinator
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	Disaster Mitigation Act of 2000 and 44 CFR Part 201

Information

Agenda Item Text:

Adopt Resolution 12-34 to approve the Cochise County Multi-Jurisdictional Hazard Mitigation Plan 2012 as required by the Disaster Mitigation Act of 2000.

Background:

The Cochise County Multi-Jurisdictional Hazard Mitigation Plan (the Plan) has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Stafford Act), 42 U.S.C. 5165, as amended by Section 104 of the Disaster Mitigation Act of 2000 (DMA 2000) Public Law 106-390 enacted October 30, 2000. The regulations governing the mitigation planning requirements for local mitigation plans are published under the Code of Federal Regulations (CFR) Title 44, Section 201.6 (44 CFR §201.6). Additionally, a DMA 2000 compliant plan that addresses flooding will also meet the minimum planning requirements for the Flood Mitigation Assistance program as provided for under 44 CFR §78.

DMA 2000 provides requirements for States, Tribes, and local governments to undertake a risk-based approach to reducing risks to natural hazards through mitigation planning1. The local mitigation plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

Under 44 CFR §201.6, local governments must have a Federal Emergency Management Agency (FEMA)-approved local mitigation plan in order to apply for and/or receive project grants under the following hazard mitigation assistance programs:

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)
- Severe Repetitive Loss (SRL).

DMA 2000 requires that local plans be updated every five years, with each plan cycle requiring a complete review, revision, and approval of the plan at both the state and FEMA levels. Cochise County and the incorporated communities of Benson, Bisbee, Douglas, Huachuca City, Sierra Vista, and Tombstone all currently have FEMA approved hazard mitigation plans. The City of Willcox has a final draft plan that was prepared at the same time as the rest of the county jurisdictions, but was never promulgated by the city or approved by FEMA. This Plan is the result of a multi-jurisdictional update process performed by Cochise County and the incorporated communities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone, and Willcox. The Town of Huachuca City did not participate in the update planning effort. The result of the planning process is a single, multi-jurisdictional plan that both updates and consolidates the individual community plans developed for Cochise County and the participating incorporated communities.

Department's Next Steps (if approved):

Once the resolution is signed approving this plan, and all seven jurisdictions included in this plan have approved the plan, all resolutions will be sent to FEMA for final approval and adoption of our plan.

Impact of NOT Approving/Alternatives:

If this plan is not approved as required by FEMA and the Disaster Mitigation Act of 2000, then Cochise County would only be eligible for limited emergency funds from FEMA under a Presidential Disaster Declaration. Also by not approving this plan, Cochise County would not be eligible for grants under the Hazard Mitigation Grant Program, the Pre-Disaster Mitigation Grant Program, the Flood Mitigation Assitance Program or the Sever Repetivitle Loss Program.

To BOS Staff: Document Disposition/Follow-Up:

Provide a signed copy of the resolution to Emergency Services.

Attachments

Plan Exec Sum

Resolution to adopt plan

ES Adopting Multi-Jurisdictional Hazard Mitigation Plan 2012_Final RES

EXECUTIVE SUMMARY

Across the United States, natural and human-caused disasters have led to increasing levels of death, injury, property damage, and interruption of business and government services. The toll on families and individuals can be immense and damaged businesses cannot contribute to the economy. The time, money and effort to respond to and recover from these emergencies or disasters divert public resources and attention from other important programs and problems. With 30 federal or state declarations, 478 other significant events, and a combined total of 508 disaster events recorded, the seven jurisdictions within Cochise County, Arizona participating in this planning effort, recognize the consequences of disasters and the need to reduce the impacts of natural and human-caused hazards. The county and jurisdictions also know that with careful selection, mitigation actions in the form of projects and programs can become long-term, cost effective means for reducing the impact of natural and human-caused hazards.

The elected and appointed officials of Cochise County, Benson, Bisbee, Douglas, Huachuca City, Sierra Vista, and Willcox demonstrated their commitment to hazard mitigation in 2006-2007 by preparing the first set of Single Jurisdiction Multi-Hazard Mitigation Plans. The City of Tombstone later conducted their own planning effort with their plan being approved in early 2010. Jointly, these plans are referred to as the 2007 Plans. The 2007 Plans were approved by FEMA in December 2006, January 2007, November 2008, and August 2010, and require full, FEMA approved, updates prior to the subsequent five year expiration.

In response, the Arizona Division of Emergency Management (ADEM) secured a federal planning grant and hired JE Fuller/ Hydrology & Geomorphology, Inc. to assist the county and participating jurisdictions with the update process. Cochise County reconvened a multi-jurisdictional planning team comprised of veteran and first-time representatives from each participating jurisdiction, various county and local departments and organizations, and ADEM. The Planning Team met four times during the period of May to October, 2011 in a collaborative effort to review, evaluate, and update the 2007 Plans. The resulting Cochise County Multi-Jurisdictional Hazard Mitigation Plan (Plan) will continue to guide the county and participating jurisdictions toward greater disaster resistance in full harmony with the character and needs of the community and region.

The Plan has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S. C. 5165, enacted under Sec. 104 the Disaster Mitigation Act of 2000, (DMA 2000) Public Law 106-390 of October 30, 2000, as implemented at CFR 201.6 and 201.7 dated October, 2007. The Plan identifies hazard mitigation measures intended to eliminate or reduce the effects of future disasters throughout the county, and was developed in a joint and cooperative venture by members of the Cochise County Planning Team.

RESOLUTION 12-___

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA ADOPTING THE COCHISE COUNTY MULTI-JURISCITIONAL HAZARD MITIGATION PLAN 2012.

WHEREAS, the County of Cochise has historically experienced severe damage from natural and human-caused hazards such as flooding, wildfire, drought, thunderstorms/high winds, and hazardous materials incidents on many occasions in the past century, resulting in loss of property and life, economic hardship and threats to public health and safety;

WHEREAS, the Cochise County Multi-Jurisdictional Hazard Mitigation Plan 2012 (the Plan) has been developed after more than one year of research and work by the Cochise County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community;

WHEREAS, the Plan specifically addresses hazard mitigation strategies and plan maintenance procedures for Cochise County;

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural and human caused hazards that impact Cochise County, with the effect of protecting people and property from loss associated with those hazards; and

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

1. The Plan is hereby Adopted as on official plan of Cochise County.

2. The Plan shall be implemented, monitored and maintained by the officials/staff designated in the Plan for a period of five (5) years with the full support of this resolution.

3. Future revision and Plan maintenance actions required by the Disaster Mitigation Act of 2000 and FEMA, are hereby adopted as part of this resolution for a period of five (5) years from the date of this resolution.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA, THIS 14th DAY OF AUGUST 2012.

_____
RICHARD SEARLE, Chairman

ATTEST:

_____
KATIE A. HOWARD
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVE FIFER
Deputy County Attorney

RESOLUTION 12-___

ADOPTING THE COCHISE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2012

WHEREAS, the County of Cochise has historically experienced severe damage from natural and human-caused hazards such as flooding, wildfire, drought, thunderstorms/high winds, and hazardous materials incidents on many occasions in the past century, resulting in loss of property and life, economic hardship and threats to public health and safety; and

WHEREAS, the Cochise County Multi-Jurisdictional Hazard Mitigation Plan 2012 (the Plan) has been developed after more than one year of research and work by the Cochise County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

WHEREAS, the Plan specifically addresses hazard mitigation strategies and plan maintenance procedures for Cochise County; and

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural and human caused hazards that impact Cochise County, with the effect of helping to protect people and property from loss associated with those hazards,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, Arizona, that:

1. The Plan is hereby adopted as an official plan of Cochise County.

2. The Plan shall be implemented, monitored and maintained by the officials/staff designated in the Plan for a period of five (5) years with the full support of this resolution.

3. Future revision and Plan maintenance actions required by the Disaster Mitigation Act of 2000 and FEMA, are hereby adopted as part of this resolution for a period of five (5) years from the date of this resolution.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 14th day of August 2012.

_____
Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
David C. Fifer, Civil Deputy
County Attorney

Consent 17.

Regular Board of Supervisors Meeting **Finance**

Meeting Date: 08/14/2012

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Consent 18.

Regular Board of Supervisors Meeting **Health**

Meeting Date: 08/14/2012

Contract with Copper Queen Hospital for Jail Medical Services

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Professional Services Agreement (PSA) No. 12-21-HEA-03 with Copper Queen Community Hospital for Jail and Juvenile Detainee Hospital Services for the Cochise County Health Department in the estimated amount of $200,000 for the period of August 1, 2012 through July 31, 2013.

Background:

The purpose of this PSA is to provide in-patient and out-patient services as required for jail and juvenile inmates. Copper Queen Community Hospital is the only hospital in Cochise County that can meet the requirements for these services because of the proximity to the jail and the need for a secured area for the inmate. Currently, EMT service is required to transport inmates to the closest hospital, which is the Copper Queen Community Hospital in Bisbee.

Therefore, a Request for Proposals would result in a sole bid and a decision was made to negotiate a sole source PSA with Copper Queen Community Hospital. Payment for services shall reflect AHCCS billing charges for all U.S Citizens and a discount of 45% of billed charges for all non-citizens.

Department's Next Steps (if approved):

Execute the Professional Services Agreement, monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would have to use Copper Queen Community Hospital without a PSA at a much higher cost.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to Katie Howard.

Fiscal Impact

Fiscal Year:

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

Ongoing Costs? ($$$):

County Match Required? ($$$):

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Expenditures in FY2011-12 were approximately $288,000. The estimated expenditures for FY 2012-13 are $200,000. Funding for this expenditure is out of line item 100-5000-9-431.332 for the Jail and 100-5000-5235-9-431-332 for Juvenile Detention.

Attachments

Contract

COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8392 Fax: (520) 432-8397 Website: **www.cochise.az.gov**

Professional Services Agreement

Jail Detainee Medical Hospital Services

Agreement No. 12-21-HEA-03

THIS AGREEMENT is made and entered into this 1st day of August, 2012 by and between COCHISE COUNTY, hereinafter referred to as the **COUNTY**, and **COPPER QUEEN COMMUNITY HOSPITAL**, hereinafter referred to as the Contractor.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in **Exhibit A attached**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the fee schedule negotiated prior to agreement execution, attached herein as *Exhibit "B", Fee Summary*. Pricing shall remain firm for agreement period of August 1, 2012 through July 31, 2013 and shall not be subject to further negotiated discounts.

****Contractor shall provide an itemized cost breakdown for the provided services.****

The County will pay the Contractor following the submission of itemized Form UB-04 for the services rendered. No payment shall be issued prior to receipt of materials or services and a correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services and materials for which payment is requested have been performed. County agrees to pay all properly documented invoices for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be delivered by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Contractor: James J. Dickson, CEO
Copper Queen Community Hospital
101 Cole Ave.
Bisbee, Arizona 85603
(520) 432-6400

County: Mary Gomez
Cochise County Health Department
1415 Melody Lane, Bldg "A"
Bisbee, AZ 85603
(520) 432-9609

III. DURATION, TERMINATION, AND RENEWAL

The Contractor has been cautioned not to commence any billable work or to provide any material or services under this agreement until Contractor receives a purchase order, or is otherwise directed to do so in writing by the County Procurement Director. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

This Agreement shall be in effect from **August 1, 2012 through July 31, 2013**; extension(s) for additional years' service agreement may be entered into upon agreement by both parties.

The initial term of this Agreement is for twelve months (12) months from the date of its execution. The Agreement may be renewed in one (1) year increments not to exceed 4 years, upon agreement of both parties in writing at which time a renewal agreement will be executed. Renewal process must be done within one (1) month prior to agreement deadline but no later than five (5) days before the expiration of the Agreement.

Either party reserves the right to immediately terminate, with or without cause, the whole or any part of this Agreement due to failure of either party to carry out any term, promise, or condition of this Agreement. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

The County may, by written notice to the Contractor, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County.

The County reserves the right to cancel the whole or any part of this agreement due to failure of the Contractor to carry out any term, promise or condition of the Agreement. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

A. Contractor provides personnel who do not meet the requirements of the Agreement;

B. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;

C. Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

D. Contractor fails to furnish the required service and/or product within the time stipulated in the Agreement;

E. Contractor fails to make progress in the performance of the requirements of the Agreement and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the Agreement.

IV. ENFORCEMENT, JURISDICTION, LAWS AND ORDINANCES

This Agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.
Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

V. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Contractor including Workmen's Compensation coverage.

VI. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into agreements on behalf of the County and the Contractor.

VII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Cochise County, a political subdivision of the State of Arizona and Contractor each agree to indemnify the other and defend, and hold harmless its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Cochise County or Contractor, or anyone for whose acts Cochise County or Contractor may be liable. Each party reserves the right, but not the obligation, to participate in defense without relieving the other of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

IX. INSURANCE;

The Contractor agrees to obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies shall include Cochise County as an additional insured with respect to liability arising out of the performance of this aAgreement. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the County will be excess and not contributing. The Contractor shall provide and maintain minimum insurance levels as follows:

Coverage Afforded	Limits of Liability
Workers' Compensation	Statutory
Employer Liability	$1,000,000
Commercial General Liability to Include Premises and Operations Product and Completed Operations Blanket Agreement Broad Form Property Damage Personal Injury	$1,000,000 each occurrence $2,000,000 aggregate
Commercial Automobile Liability to include: Owned Non-owned Leased Hired Vehicles	$1,000,000 each occurrence & aggregate
Medical Malpractice	$1,000,000 each occurrence $2,000.000 aggregate

Contractor shall present to the County written evidence (Certificate of Insurance) of compliance with required coverage as listed above. Said evidence shall be to the Procurement Director's satisfaction.

It shall be considered a material breach if the Contractor fails to maintain insurance coverage as detailed above, to include the County designated as Additional Insured, and shall, at the sole discretion of the County, be grounds for immediate termination of the Agreement.

X. MISCELLANEOUS PROVISIONS

No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub Contractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-Contractor were the Contractor referred to herein. The Contractor is responsible for agreement performance whether or not sub-Contractors are used.

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the aAgreement. Persons requesting such information must be referred to the County.

All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Contractor or any other person except with the prior written permission of the County.

This Agreement is subject to the provisions of A.R.S. Sec. 38-511.

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub Contractor who performs any work for the Contractor under this agreement likewise complies with the state and federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any sub Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any sub Contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this agreement subjecting the Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub Contractor and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement sub Contractor, (subject to County approval if Minority Women Business Enterprise preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each sub Contractor of the County's rights, and the sub Contractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Sub Contractor hereby warrants that it will at all times during the term of this agreement comply with all federal laws applicable to the Sub Contractor's employees and with the requirements of A.R.S. §23-214(A). The Sub Contractor further agrees that the County may inspect the Sub Contractor's books and records to insure that the Sub Contractor is in compliance with these requirements. Any breach of this paragraph by the Sub Contractor will be deemed to be a material breach of this aAgreement subjecting the Sub Contractor to penalties up to and including suspension or termination of this aAgreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in the delay of one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

Copper Queen Community Hospital

James J. Dickson, CEO Date

Cochise County :

David Seward, Procurement Director Date

Cochise County Attorney Date

Richard Searle, Chair Date
Board of Supervisors

ATTEST:

Katie Howard Date
Clerk of the Board

EXHIBIT "A" - SCOPE OF SERVICES

1.0 General Requirements:

The Contractor shall fulfill the following requirements:

1.1 Evaluation and Treatment:

- The Contractor shall maintain a reporting system such that activity related to the Agreement can be specifically identified and reconciled with the Cochise County Health Department information to assure accurate measurement.
- The Contractor shall promptly notify the Health Department of any and all agreement physicians who lose practice privileges at the Contractor's facility.
- The County shall be invoiced within fifteen (15) business days of service.
- All Claims shall include an explanation of benefits if other insurance is available. The County will pay any co-payments or deductibles in these cases. The County is the payer of last resort.
- The Contractor shall cooperate with County on cases where the care may appear to be excessive or inordinate.

2.0 Medical Service Requirements:

The Contractor shall provide appropriate medical services in the proper medical environment. These medical services shall consist of the following:

2.1 Laboratory and/or X-ray:

Contractor shall provide laboratory and/or x-ray studies necessary for diagnosis and treatment.

2.2 Medication:

Medications specific to the treatment plan in unit dosage sufficient to meet the detainee's needs shall be provided until pharmacy services are available the next working day. County will follow discharge instruction from Contractor physician(s).

2.3 Out-patient Services:

Outpatient services shall consist of authorized urgent care, emergency care and evaluations and diagnostic services. These services shall include but are not limited to:

- Radiology (x-ray, CT scans, ultrasound and all diagnostics)
- Laboratory services
- Respiratory services (EKG, treatments, etc.)

2.4 In-Patient Services:

In-patient services shall include general medical, general surgical and ancillary procedures that shall include but not be limited to:

- Admissions (all detainees must be admitted to the services of the agreement PCP or his/her back-up)
- Pharmacy
- Radiology as listed in Section 2.3
- Ambulatory surgery
- Surgical and recovery services
- Laboratory services
- Emergency psychiatric services including assessment, observation and hold

3.0 Licensure/Certification Requirements:

Failure to maintain the listed licensure/certification requirements is cause for termination of the agreement. The Contractor shall maintain at all times:

- License issued by the State of Arizona to operate as a hospital

4.0 Security Requirements:

The detainee will be under the control of the Cochise County Sheriff's Department detention officers at all times.

4.1 Existing Facilities:

- A security room shall be provided that meets or exceeds the following requirements:
- One entrance into the security room by means of a metal bar door
- Metal doors shall be secured by detention officers with lock and key supplied by the Cochise County Sheriff's Department.
- The room shall have access to a restroom with a single door.

4.2 New Facilities:

- Maximum rated capacity of one detainee.
- Seventy (70) square feet of floor space with no less than seven (7) feet between walls and no less than eight (8) feet between the floor and ceiling.
- Stationary bed
- Toilet facilities
- Wash basin with hot and cold running water

- Lighting of at least thirty (30) foot candles that is both occupant and centrally controlled
- Circulation of at least ten (10) cubic feet per minute of fresh or purified air
- Acoustics that ensure noise levels that do not interfere with normal human activities
- Bunk, desk, shelf, storage space and chair or stool
- Natural Light
- Vandal resistant fixtures that provide for the basic needs of the occupant, designed to prevent injury to the confined person

5.0 In-Jail Visits:

Coordinate and provide medical services to include evaluation, screening, examination, diagnosis, treatment and referral at a standard equal to that available in the community at the Cochise County Jail.

- Scheduled medical care (Sick Call) at the Cochise County Jail one (1) day per week and a second day as needed...
- Medical services in the Contractor's office between scheduled sick call hours.
- Perform physical assessments/examinations as needed.
- Prescribe, review and monitor medications as indicated, and in agreement with Jail Medical Services Policies and Procedure and Formulary.
- Document medical findings, treatments and referrals.
- Assist Jail Medical Services Coordinator, or designee, with hospital inpatient utilization review, hospital emergency room usage, all specialty service referrals and all issues related to the Jail Medical Services Program. Provide telephonic consultation, advice and support to the medical staff at the Cochise County Jail, sign and assist with writing Policies and Procedures and Standing Orders.
- Telephonic consultation, advice and support will be prorated at the quarter hour after the first five minutes (6 minutes to 15 minutes = one quarter, 16 minutes to 30 minutes = one half, etc.)

EXHIBIT "B" – FEE SUMMARY

Payment for services shall reflect AHCCCS billing charges for all U.S. Citizens and a discount of 45% of billed charges for all non-citizens.

One unit/hour per visit will be paid at $125.00 per hour

Cochise County agrees to pay a minimum of one (1) hour for each visit to the Cochise County Jail. Visits for sick call will take place at a minimum of one (1) days per week.

Consent 19.

Regular Board of Supervisors Meeting **Workforce Development**

Meeting Date: 08/14/2012

WIB_Amendment #8 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation:	**Recommendation:**
Document Signatures:	**# of ORIGINALS Submitted for Signature:**
NAME of PRESENTER: na	**TITLE of PRESENTER:** na
Mandated Function?:	**Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Amendment #8 to Title IB Adult, Youth, and Dislocated Worker Contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise County Workforce Development, Inc. (CCWD) works with Adult, Youth, Dislocated Worker and Rapid Response training programs in Cochise County. CCWD is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2010 to August 31, 2015.

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be $3,731,987. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Contract DE111004001 Amendment 8

Attachment H

Attachment I
Attachement J

DEPARTMENT OF ECONOMIC SECURIT
Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Cochise County Board of Supervisors 1415 W. Melody Lane Bisbee, AZ 85603	DE111004001
	3. AMENDMENT NUMBER 08

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 MANNER OF FINANCING, Paragraph 6.2, Compensation, the following allocation of funds by Program and Fiscal Year are added:

PY11 WIA section 503 incentive funds $104,940.00

Section 7.0 SERVICE DESCRIPTON is amended to add Paragraph 7.8 as follows:
7.8 TITLE V funds shall be used to support services listed in Attachment I.

Section 9.0 REPORTING REQUIREMENTS is amended to add Paragraph 9.4b as follows:
9.4 b ATTACHMENT J: QUARTERLY SUMMARY REPORT

Section 48 is amended to add Section 48.1.9 and 48.1.10 as follows:
48.1.9 Attachment I – TITLE V – Performance Incentive Services
48.1.10 Attachment J – Quarterly Summary Report

The reimbursement ceiling is increased from $3,627,047.00 to $3,731,987.00

Attachment H, Allocation by Program and Fiscal Year, revised 7/11/2012 is attached to this Amendment and reflects all current totals by Program and Fiscal Year

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR **COCHISE COUNTY BOARD OF SUPERVISORS**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Richard R. Searle
TITLE **Procurement Manager**	TITLE Chairman
DATE	DATE August 14, 2012

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____ By: _____
Assistant Attorney General Public Agency Legal Counsel

Date: _____ Date: _____

Revised:: 5/28/09

Attachment H - Allocation by Program and Fiscal Year **COCHISE COUNTY**

DE111004-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	$ 39,315.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	$ 43,160.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	$ 242,011.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	$ 43,442.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	$ 206,801.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	$ 68,379.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	$ 181,635.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	$ 10,029.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	$ 26,640.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	$ 54,049.00	7/1/2010	6/30/2013	8/15/2013
PY	2010	SAS	$ 400,000.00	7/1/2010	3/31/2013	8/15/2013
			$ 1,315,461.00			
PY	2011	AD ADMIN	3,068.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	31,244.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	6,522.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	29,426.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	24,708.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	281,221.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	27,616.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	264,840.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	58,697.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	222,446.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	6,101.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	25,840.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	TITLE V	$ 104,940.00	*1	*2	*3
			$ 1,086,669.00			

Revised 3/27/2012

PY	2012	AD ADMIN	$ 3,344.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	$ 43,094.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	$ 6,120.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	AD ADMIN	$ 40,482.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW ADMIN	$ 35,532.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	YOUTH	$ 387,858.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	ADULT	$ 30,097.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	ADULT	$ 364,352.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	DW	$ 55,082.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	DW	$ 319,793.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	RR	$ 6,481.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	$ 37,622.00	10/1/2012	6/30/2014	8/15/2014
			$ 1,329,857.00			

Revised 7/11/2012

*1 - Date of last signature on Amendment 9

*2 - 12 months after date of last signature on Amendment 9

*3 - 12 months and 45 days after date of last signature on Amendment 9

Funding provided through U.S. Department of Labor
Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
CFDA#17.258 Adult
CFDA#17.259 Youth
CFDA#17.278 Dislocated Worker

Cochise/Greenlee/Graham

Every year but one, we have exceeded our performance and our staff is to be congratulated for that accomplishment. I believe, a one time, small, salary increase does comply with number C as well as staff training as that is what keeps our performance excellent. It is an incentive to continue to provide outstanding services to our clients, both job seekers and business. The one year we did not exceed all performance standards, the youth providers did not receive any of the incentive dollars. Therefore, I believe that our use of these funds does meet the intent of the TEGL.

We have used this method for the last 15 years and never had a problem with auditors, both state and independent, or quality assure monitoring.

The Greenlee and Graham dollars will be spent to combine activities and services in both Safford and Clifton as well as staff training for an all new staff.

I hope this will answer your questions and look forward to a very productive relationship with you.

Thanks,
Vada

Vickie/Vada,

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

ATTACHMENT J

WIA Section 503 Incentive Grant Funds

Program Year 2010/Fiscal Year 2011

QUARTERLY SUMMARY REPORT

Contract #_____

Reporting Entity: _____ Report Period: _____

Report Prepared By: _____ Date: _____
(Name and Title)

Report Submitted By: _____
(Name and Title)

1. Major activities and accomplishments toward the stated goals during this reporting period
2. Problems/Barriers and how they are being addressed
3. Is the project on schedule? Ahead of schedule? Behind schedule?
4. Best practices or program Innovations
5. Data
6. Vignettes

Instructions for Preparing the Quarterly Report

FORMAT
Quarterly progress reports should give the Department of Economic Security sufficient information for a full understanding of the grant performance. No page minimum or limitations are prescribed regarding the length of the report. Fully respond to each of the information categories covered by the report.

REPORT CONTENTS – Please follow this format

1. **Major activities and accomplishments toward the stated goals during this reporting period** Summarize grant related activities and accomplishments that occurred during the reporting period. Reference should be made to each of the services provided by or developed by the grantee.

2. **Problems/barriers and how it was addressed**
Describe any deviations or departures from the proposed activities. Describe the problem, alternatives considered to resolve the problem, and the impact of the problem on achieving program goals and objectives.

3. **Is the project on schedule? Ahead of schedule? Behind schedule?** Describe what activities or strategies are being implemented provide details if the project is behind schedule and what actions/strategies are being implemented to ensure project timelines are met.

4. **Best practices and/or program Innovations**
Describe best practices or innovations that have been successful in the targeted service area.

5. **Data**
Provide summary data (e.g., # served/trained, development of core components, etc.). Please provide data for both the reporting quarter and the project-to-date.

6. **Vignettes**
Include anecdotal information or descriptions of situations where services provided through this grant positively affected the lives of the people served.

Public Hearings 20.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

Agent Change/Acquisiton of Control Liquor License

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Katie Howard	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve an agent change/acquisition of control liquor license application for a series #12 (restaurant) liquor license submitted by Mr. John H. Campagne for Mesquite Tree located at 6398 S Hwy 92, Hereford, 85615.

Background:

Mr. John H. Campagne has applied for a series #12 (restaurant) liquor license for Mesquite Tree located at 6398 S. Hwy 92, Hereford, 85615. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division noted that the establishment meets all the requirements set forth by the Arizona Food Code. The Treasurer's Office has indicated that the taxes are not current.

Mr. John H. Campagne has paid the $100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Send letter of approval to ADLLC.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Attachments

Application

Completed Review Forms

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'12 JUN 20 Liqr. Lic. AM11:13

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AMENDMENT

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box

- ☐ Agent Change — Complete Sections 1,2,3,4,6 (See Note 1 on back)
- ☐ Acquisition of Control — Complete Sections 1,2, (3,4 if changing Agent), 6
- ☐ Restructure — Complete Sections 1,2,(3,4 if changing Agent) ,5,6 (See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)
   Campagne (Last) John (First) Henry (Middle) 12021002 (Liquor License #)
2. ☐ Corporation ☐ L.L.C. ☐ N/A: _____ Corp. File #: _____
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: _____
4. Business Address: 5 Hwy 92 & Carr Canyon Rd (Exactly as it appears on license) (Do not use P.O. Box Number) Cochise (City) COUNTY 85635 (Zip)
5. Is the business located within the incorporated limits of the above city or town? ☐Yes ☐No
6. Mailing Address: _____ City State Zip
7. Business Phone: ( ) _____ Residence Phone: ( ) _____
8. Does this transaction involve the sale of any portion of the corporate stock? ☐YES ☐NO ☐N/A If yes, submit a certified copy of minutes.
9. Has there been any change of officers? ☐YES ☐NO ☐N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip

LIC0102 4/2009

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)
Disabled individuals requiring special accommodations please call the Department

Date Received 6/20/12
CSR SS

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'12 JUN 20 Liq. Lic. AM11:13

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box

- ☒ Agent Change — Complete Sections 1,2,3,4,6 (See Note 1 on back)
- ☒ Acquisition of Control — Complete Sections 1,2, (3,4 if changing Agent), 6
- ☐ Restructure — Complete Sections 1,2,(3,4 if changing Agent) ,5,6 (See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)
   CAMPAGNE (Last) JOHN (First) P1067396 HENRY (Middle) 12021002 (Liquor License #)
2. ☒ Corporation ☐ L.L.C. ☐ N/A: P & N ENTERPRISES, INC. (Exactly as it appears on Articles of Inc. or Articles of Org.) B1009718 Corp. File #: -0517827-0
3. Business Name: MESQUITE TREE (Exactly as it appears on license) B1009717
4. Business Address: 6398 SOUTH HWY 92 (Do not use P.O. Box Number) HEREFORD (City) COCHISE (COUNTY) 85615 (Zip)
5. Is the business located within the incorporated limits of the above city or town? ☒Yes ☐No
6. Mailing Address: PO BOX 820 HEREFORD (City) AZ (State) 85615 (Zip)
7. Business Phone: (520) 378-2758 Residence Phone: (520) ~~378-1218~~ 236-4848
8. Does this transaction involve the sale of any portion of the corporate stock? ☒YES ☐NO ☐N/A If yes, submit a certified copy of minutes.
9. Has there been any change of officers? ☒YES ☐NO ☐N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
CAMPAGNE	KALEE	Norris	PRES	1221 E RAMSEY CANYON RD	HEREFORD AZ 85615
CAMPAGNE	JOHN	Henry	VP	1221 E RAMSEY CANYON RD	HEREFORD AZ 85615
NORRIS	MARILYNN	Lee	SEC	1221 E RAMSEY CANYON RD	HEREFORD AZ 85615

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip
PATRICK F HUGHES & NANCY HUGHES REV LIVING TRUST			100	1221 E RAMSEY CANYON RD	HEREFORD AZ 85615
CAMPAGNE	KALEE TRUSTEE	Norris	0	1221 E RAMSEY CANYON RD	HEREFORD AZ 85615

B1048422

LIC0102 4/2009

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)
Disabled individuals requiring special accommodations please call the Department

Date Received 6/20/12
CSR SG

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. **If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.**

As an Agent, will you be physically present and operating the licensed premises? ☒ YES ☐ NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: 12021002 Date of last renewal: 06/30/2011

2. Current Licensee or Agent: HUGHES (Last) NANCY (First) ANNE (Middle)
(Exactly as it appears on license)

I, KALEE NORRIS CAMPAGNE (Print full name), hereby consent to the agent appointment named herein and agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

X Kalee Norris Campagne
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this 18 day of June, 2012
Day Month Year

OFFICIAL SEAL
WHITNEY N. BROWN
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires June 20, 2016

My commission expires on: 6/20/2016

Whitney N Brown
(Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☐ NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDU AL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ TRUST
- ☐ OTHER Explain

Type of new ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ TRUST
- ☐ OTHER Explain

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, JOHN HENRY CAMPAGNE (Print full name), hereby declare that I am the APPLICANT filing this application. have read the application and the contents and all statements are true, correct and complete.

X
(Signature of INDIVIDUAL OR AGENT)

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this 18 day of June, 2012
Day Month Year

OFFICIAL SEAL
WHITNEY N. BROWN
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires June 20, 2016

My commission expires on: 6/20/2016

Whitney N Brown
(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H)

NOTE 2: The $100.00 fee for restructure MUST be submitted with this application (A.R.S. 4-209.A)

'12 JUN 20 Liq. Lic. AM11:13

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

AMENDMEN

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12021002
(If the location is currently licensed)

1. Check appropriate box → ☐ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Campagne John Henry (Last / First / Middle) Date of Birth: ___/___/___ (NOT a Public Record)

3. Social Security Number: _____ (NOT a public record) Drivers License #: _____ (NOT a public record) State: _____

4. Place of Birth: _____ (City / State / Country (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: _____ (List all for last 5 years - Use additional sheet if necessary) (Last / First / Middle / Maiden) Date of Birth: ___/___/___ (NOT a public record)

7. You are a bona fide resident of what state? _____ If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. _____

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: _____ Premises Phone: _____

11. Physical Location of Licensed Premises Address: Hwy 92 & Gra Canyon Rd (Street Address (Do not use PO Box #)) Sierra Vista (City) Cochise (County) 85635 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
	CURRENT					

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

'12 JUN 20 Liq. Lic. [redacted]

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

P10673961 SG

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12021002
(If the location is currently licensed)

1. Check appropriate box → ✓ Controlling Person ✓ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: CAMPAGNE (Last) JOHN (First) HENRY (Middle) Date of Birth: 08/01/1963 (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: ARIZONA

4. Place of Birth: HARTFORD (City) CONN (State) USA (Country (not county)) Height: 6'2 Weight: 170 Eyes: BRO Hair: RD

5. Marital Status: Single ✓ Married Divorced Widowed

6. Name of Current or Most Recent Spouse: CAMPAGNE (Last) KALEE (First) L (Middle) NORRIS (Maiden) Date of Birth: [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 08/1963

8. Telephone number to contact you during business hours for any questions regarding this document. 520-236-4848

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: THE MESQUITE TREE RESTAURANT Premises Phone: 520-378-2758

11. Physical Location of Licensed Premises Address: 6398 S HWY 92 (Street Address (Do not use PO Box #)) HEREFORD (City) COCHISE (County) 85615 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
02/2012	CURRENT	RESTAURANT	THE MESQUITE TREE RESTAURANT 6398 S HWY 92 HEREFORD AZ 85615
10/2009	02/2012	INSURANCE AGENT	FARMERS INSURANCE 1048 E FRY BLVD F SIERRA VISTA AZ 85635
04/2008	10/2009	FINANCIAL ADVISOR	WADELL&REED 500 E FRY BLVD L13 SIERRA VISTA AZ 85635

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
03/1999	CURRENT	OWN	1221 E RAMSEY CANYON RD HEREFORD	HEREFORD	AZ	85615

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 10, and **answer #14a below**. If NO, skip to #15.	✓ YES NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	✓ YES NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES ✓ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES ✓ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES ✓ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES ✓ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES ✓ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, JOHN HENRY CAMPAGNE, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

OFFICIAL SEAL
WHITNEY N. BROWN
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires June 20, 2012

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 15 day of June (Month), 2012 (Year)

My commission expires on: 20 06 2012 (Day Month Year)

_____
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____ (Month), _____ (Year)
Signature of Controlling Person or Agent (circle one)

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

'12 JUN 20 Liq. Lic. AM11:13

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		
12/2005	04/2008	RESTAURANT	THE MESQUITE TREE RESTAURANT 6398 S HWY 92 HEREFORD AZ 85615

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

'12 JUN 20 Liq. Lic. AM11:13

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 12021002

Ownership Name: P & N ENTERPRISES, INC ~~MESQUITE TREE~~

(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) JOHN HENRY CAMPAGNE DATE 06/04/2012

TYPE OF APPLICATION (check one) ___ INITIAL APPLICATION X RENEWAL

TYPE OF LICENSE RESTAURANT SERIES 12

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: USA PASSPORT

A. Are you a citizen or national of the United States? (check one) X Yes ___ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City HARTFORD State (or equivalent) CONNETICUT Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

'12 JUN 20 Liq. Lic. AM11:13

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: _____.

"Qualified Alien" Status (8 U.S.C.§§ 1621(a)(1), -1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).

☐ 8. An alien who is, or whose child or child's parent is a "battered alien" or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C.§ 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C.§ 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C.§ 1621(c)(2)(A) and (C))

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

☐ 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C.§ 1621(a).

'12 JUN 20 Liq. Lic. AM11:13

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE

JUNE 4TH 2012

TODAY'S DATE

'12 JUN 20 Liq. Lic. 11:13

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

JOHN CAMPAGNE
Full Name (please print)

Signature

02 JUNE 2012
Training Completion Date

02 JUNE 2017
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

[X] Yes	[ ] No	BASIC	[X] Yes	[ ] No	ON SALE
[X] Yes	[ ] No	MANAGEMENT	[ ] Yes	[X] No	OFF SALE
[X] Yes	[ ] No	BOTH	[ ] Yes	[X] No	OTHER

If Trainee Is Employed By A Licensee

JOHN CAMPAGNE	THE MESQUITE TREE	12021002
Name of Licensee	Business Name	Liquor License #

Alcohol Training Program Provider Information

EDDIE RODRIGUEZ
Company or Individual Name (please print)

3120 S PHILAMENA PL
Address

TUCSON	ARIZONA 85730	(520) 349-8374
City	State Zip	Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

EDDIE RODRIGUEZ
Name of Trainer (please print)

Trainer Signature

02 JUNE 2012
Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

Disabled individuals requiring special accommodations, please call (602) 542-9027

'12 JUN 20 Liq. Lic. AM11:13

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

AMENDMENT

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12021002
(If the location is currently licensed)

1. Check appropriate box → ☐ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Campagne Kalee Norris Date of Birth: ___/___/___
Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License #: _____ State: _____
(NOT a public record) (NOT a public record)

4. Place of Birth: _____ Height: _____ Weight: _____ Eyes: _____ Hair: _____
City State Country (not county)

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: _____ Date of Birth: ___/___/___
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? _____ If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. _____

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: _____ Premises Phone: _____

11. Physical Location of Licensed Premises Address: S Hwy 92 & Cara Canyon Rd Sierra Vista Cochise 85635
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
	CURRENT					

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

'12 JUN 20 Liq. Lic. #1

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P1067398 SG

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Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12021002
(If the location is currently licensed)

1. **Check appropriate box →**

X Controlling Person / Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Campagne (Last) Kaleo (First) Morris (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: AZ

4. Place of Birth: St. Helena (City) CA (State) USA (Country) (not county) Height: 5'7" Weight: 160 Eyes: HAZ Hair: BR

5. Marital Status: Single (Married) Divorced Widowed

6. Name of Current or Most Recent Spouse: Campagne (Last) John (First) Henry (Middle) [Maiden] Date of Birth: [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: July 1966

8 Telephone number to contact you during business hours for any questions regarding this document. 520-378-1218

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: The Mesquite Tree Restaurant Premises Phone: 520-378-2758

11. Physical Location of Licensed Premises Address: 6398 S Hwy 92 (Street Address) (Do not use PO Box #) Hereford (City) Cochise (County) 85615 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
7/85	CURRENT	Flight Attendant	US Airways 4000 E. Sky Harbor Blvd. Phoenix, AZ 85281

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
6/89	CURRENT	Own	1221 E. Ramsey Canyon Rd.	Hereford	AZ	85615

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES (NO)
If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? YES (NO)
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES (NO)

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES (NO)

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES (NO)

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES (NO)

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Kalee Norris Campagne, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Kalee Norris Campagne
(Signature of Applicant)

State of Arizona County of Cochise

OFFICIAL SEAL
WHITNEY N. BROWN
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires June 20, 2012

The foregoing instrument was acknowledged before me this 14th day of June, 2012
Month Year

My commission expires on: 14/06 2012
Day Month Year

Whitney N. Brown
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of_____ County of _____

The foregoing instrument was acknowledged before me this

x _____ _____ day of _____ , _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

'12 JUN 20 Liq. Lic. AM11:13

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

AMENDMENT

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Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12021002
(If the location is currently licensed)

1. Check appropriate box → ☐ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Norris (Last) Marilynn (First) Lee (Middle) Date of Birth: ___/___/___ (NOT a Public Record)

3. Social Security Number: ___ (NOT a public record) Drivers License #: ___ (NOT a public record) State: ___

4. Place of Birth: ___ (City State Country (not county)) Height: ___ Weight: ___ Eyes: ___ Hair: ___

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: ___ Date of Birth: ___/___/___
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ___ If Arizona, date of residency: ___

8. Telephone number to contact you during business hours for any questions regarding this document. ___

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: ___ Premises Phone: ___

11. Physical Location of Licensed Premises Address: 5 Hwy 92 @ Gas Canyon Rd (Street Address (Do not use PO Box #)) Sierra Vista (City) Cochise (County) 85635 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
	CURRENT					

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

'12 JUN 20 Liq. Lic. AM11

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P10067397 SG

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Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
12021002
(If the location is currently licensed)

1. **Check appropriate box →**

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: NORRIS (Last) MARILYNN (First) LEE (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: ARIZONA

4. Place of Birth: PORTLAND (City) OREGON (State) USA (Country (not county)) Height: 5'6" Weight: 110 Eyes: BLUE Hair: BLOND

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☑ Widowed

6. Name of Current or Most Recent Spouse: _____ Date of Birth: ___/___/___
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1965

8. Telephone number to contact you during business hours for any questions regarding this document. 520-378-9345

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: THE MESQUITE TREE RESTAURANT Premises Phone: 520-378-2758

11. Physical Location of Licensed Premises Address: 6398 S HWY 92 (Street Address (Do not use PO Box #)) HEREFORD (City) COCHISE (County) 85615 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
9/1931	CURRENT	HOMEMAKER	1221 E RAMSEY CANYON Rd
			HEREFORD AZ 85615

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
6 2004	CURRENT	OWN	1221 E RAMSEY CANYON ROAD	HEREFORD	AZ	85615

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☒NO
If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? ☐YES ☒NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. ☐YES ☒NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☒NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☒NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Marilyn Lee Norris, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Marilynn Lee Norris
(Signature of Applicant)

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this
14th day of June, 2012
Month Year

Sarah Lee Fenyak
(Signature of NOTARY PUBLIC)

SARAH LEE FENYAK
Notary Public - Arizona
Cochise County
My Comm. Expires Feb 15, 2016

My commission expires on: Feb 15 2016
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of_____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

'12 JUN 20 Liq. Lic. AM11:13

THE PATRICK F. HUGHES & NANCY HUGHES

REVOCABLE LIVING TRUST

The PATRICK F. HUGHES & NANCY HUGHES Revocable Living Trust is hereby created and established between PATRICK F. HUGHES and NANCY HUGHES, of COCHISE County, ARIZONA, hereafter referred to as the grantor or grantors, and PATRICK F. HUGHES and NANCY HUGHES, trustees, hereafter referred to as the trustee or trustees. Any reference to the term trustee or the term trustees shall also refer to any successor trustee or trustees.

ARTICLE I.
ORIGINAL TRUST ESTATE

Any property individually owned by PATRICK F. HUGHES, which PATRICK F. HUGHES transfers and delivers to the trustee, shall be listed in the attached Schedule A (The Separate Share Of PATRICK F. HUGHES).

Any property individually owned by NANCY HUGHES, which NANCY HUGHES transfers and delivers to the trustee, shall be listed in the attached Schedule B (The Separate Share Of NANCY HUGHES).

Any property owned by PATRICK F. HUGHES and NANCY HUGHES, as joint tenants with right of survivorship, as tenants by the entirety, and as tenants in common, which PATRICK F. HUGHES and NANCY HUGHES transfer to the trustee, shall be listed in the attached Schedule C (collectively referred to as The Joint Property Of PATRICK F. HUGHES & NANCY HUGHES).

'12 JUN 20 Liqr. Lic. AM11:13

Either or both grantors may resign as a trustee, at any time, by giving thirty days written notice to the remaining trustee or, if both resign, to the next successor trustee.

If either grantor's personal powers of amendment, revocation, or withdrawal are suspended as provided in the above article titled Rights Reserved By The Grantor, then that grantor's rights and duties as a trustee also will be suspended until those powers are restored.

If either grantor ceases to serve as a trustee, for any reason, the remaining grantor shall serve as sole trustee. If that grantor is also unable or ceases to serve, he or she may name a successor trustee to serve in his or her place, by specific reference to this power in his or her valid last will admitted to probate in any jurisdiction.

If no successor is appointed, or if the appointed successor fails to ceases to serve, or if the personal powers of alteration, amendment, and revocation of a grantor who is serving as the sole trustee are suspended under the provisions of the article titled Rights Reserved By The Grantor, KALEE CAMPAGNE, or in her stead, BOB HUGHES shall serve as the successor trustee. Any successor trustee may resign at any time by giving thirty days written notice to the grantors, or their legal representatives, or, if both grantors are deceased, to the income beneficiaries who are then sui juris (the "beneficiaries").

After the death of the surviving grantor, a majority in interest of the beneficiaries may remove any successor trustee by giving thirty days written notice to that trustee, and shall thereafter appoint a successor trustee. If a successor is not appointed within thirty days of the death or notice of removal or resignation of a successor trustee, the terminating trustee shall, or any beneficiary may, petition a court of competent jurisdiction

'12 JUN 20 Liq. Lic. #11:14

DECLARATION BY THE GRANTORS & ACCEPTANCE BY THE TRUSTEES

On 12/30/99, in the presence of the undersigned witnesses, we sign this document and declare it to be The PATRICK F. HUGHES & NANCY HUGHES Revocable Living Trust.

PATRICK F. HUGHES - Grantor

NANCY HUGHES - Grantor

PATRICK F. HUGHES - Trustee

NANCY HUGHES - Trustee

On _____, in our presence, PATRICK F. HUGHES and NANCY HUGHES signed this document and declared it to be The PATRICK F. HUGHES & NANCY HUGHES Revocable Living Trust. In the presence of PATRICK F. HUGHES and NANCY HUGHES, and in the presence of each other, we hereunto sign our names as attesting witnesses.

Witness

Witness

'12 JUN 20 Liqr. Lic. AM11:14

SELF PROOF AFFIDAVIT

State Of Arizona
County Of Cochise

We, PATRICK F. HUGHES and NANCY HUGHES, and each of the witnesses, who signed the foregoing document, affirm that PATRICK F. HUGHES and NANCY HUGHES, in the presence of each of the witnesses, signed the said document and declared it to be The PATRICK F. HUGHES & NANCY HUGHES Revocable Living Trust. We affirm that each of the witnesses, in the presence of PATRICK F. HUGHES and NANCY HUGHES, and in the presence of each other, signed the said document as witnesses.

PATRICK F. HUGHES - Grantor

NANCY HUGHES - Grantor

PATRICK F. HUGHES - Trustee

NANCY HUGHES - Trustee

Witness

Witness

Affirmed and signed before me, on 6-30-99, by each of the following individuals:

PATRICK F. HUGHES:
[X] who is personally known to me, or
[ ] who produced the following identification: _____,

NANCY HUGHES:

'12 JUN 20 Liq. Lic. AM11:14

[✓] who is personally known to me, or
[ ] who produced the following identification: _____,

Dawn Goodman:
(Witness - Printed Or Typed Name)
[✓] who is personally known to me, or
[ ] who produced the following identification: _____,

Jennifer Niemyer:
(Witness - Printed Or Typed Name)
[✓] who is personally known to me, or
[ ] who produced the following identification: _____.

PATRICK F. HUGHES and NANCY HUGHES, and each of the witnesses, personally appeared before me at the time of notarization, and, after being given the oath, acknowledged signing the foregoing document in the presence of each other.

Notary Public

(Notary Public - Printed Or Typed Name)

"OFFICIAL SEAL"
James P. Hendricks
Notary Public-Arizona
Maricopa County
My Commission Expires 8/29/2001

Commission Number & Commission Expiration Date: (SEAL)

The MESQUITE TREE RESTAURANT

MINUTES : P & N ENTERPRISES, INC.

February 16, 2012

With the passing away of President Nancy Hughes it is necessary to appoint new officers and directors for P&N Enterprises, Inc. .

The new officers will be as follows :

President - Kalee Campagne
1221 E Ramsey Canyon Rd. Hereford, AZ 85615

Vice President - John Campagne
1221 E Ramsey Canyon Rd. Hereford, AZ 85615

Secretary - Marilynn Norris
1221 E Ramsey Canyon Rd. Hereford, AZ 85615

The new directors will be as follows :

Kalee Campagne
John Campagne
Marilynn Norris

All changes will be effective as of February 16, 2012 as duly noted in this minutes entry.

Submitted by,

Marilynn Norris

Marilynn Norris
Secretary

'12 JUN 20 Liqr. Lic. AM11:14

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: John H. Campagne
Address: 6398 S Hwy 92
Business Name: Mesquite Tree
City/Zip: Hereford/85615
Liquor License #: 12021001
Parcel #: 105-39-058B
Ownership Type: Corporation
Liquor License ☒ Special Event Liquor License ☐
Partner(s):

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Mesquite Tree - [SV-5232 and SV-5233] is a licensed establishment with the Cochise County Environmental Health Division and meets all requirements of the Cochise County Sanitary Code; Arizona Food Code and Prop 201; therefore this division has no objection to the Agent Change or Acquisition of Control to the applicant of Liquor License #12021002.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

☐ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee
Title: Director
Signature: Michael McGee
Date: July 11, 2012
Contact phone: (520) 432-9444 or (520) 586-8206
Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 07/16/12

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	John H. Campagne	Address:	6398 S Hwy 92
Business Name:	Mesquite Tree	City/Zip:	Hereford/85615
Liquor License #:	12021001	Parcel #:	105-39-058B
Ownership Type:	Corporation	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	Marilynn Norris, Kalee Campagne		

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: None of the applicants or named partners has had any felony convictions within five (5) prior years and there have not been any incidents at the named location withing five (5) prior years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	☒	☐	☐

Name:	Ken Buckner	Title:	Deputy Commander
Signature:	D.C. K. Buckner	Date:	07-10-12
Contact phone:	520-432-9506	Email:	kbuckner@cochise.az.gov

Return completed form with any attachments by: 7/16/12

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:
- ✓ Restaurant/Hotel-Motel
- ___ Club/Government
- ✓ Transfer of Premises

APPLICANT INFORMATION

Applicant Name:	John H. Campagne	Address:	6398 S Hwy 92
Business Name:	Mesquite Tree	City/Zip:	Hereford/85615
Liquor License #:	12021001	Parcel #:	105-39-058B
Ownership Type:	Corporation	Liquor License ☐	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: n/a - exempt from the 300 foot rule

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	GB
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	Restaurant
If use not permitted, is it LNC?	Y ☒ N ☐	Year LNC Established:	1967

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Flores	Title:	Permit and Customer Service Coordinator
Signature:	Dora V Flores	Date:	July 9, 2012
Contact phone:	520-432-9240	Email:	dflores@cochise.az.gov

Return completed form with any attachments by: 7/16/12

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: John H. Campagne
Address: 6398 S Hwy 92
Business Name: Mesquite Tree
City/Zip: Hereford/85615
Liquor License #: 12021001
Parcel #: 105-39-058B
Ownership Type: Corporation
Liquor License ☒ Special Event Liquor License ☐
Partner(s):

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

☐ Yes ☐ **No The taxes are unpaid from 2009 thru 2011**

If not, please attach pertinent documentation.

Comments: The taxes went thru the tax lien sale 2/24/2011 -- there is a lien on the property for delinquent property taxes. For information: the owners or representative must request the total amount owing either in person or by mail – we cannot give back-tax amounts over the phone.

Name: P.J. Green
Title: Tax Specialist
Signature:
Date: July 9, 2012
Contact phone: 432-8406
Email:

Return completed form with any attachments by: 7/16/12

Public Hearings 21.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 08/14/2012

Proposed Changes to Zoning Regulations Pertaining to Agricultural Uses

Submitted By: Beverly Wilson, Community Development

Department: Community Development **Division:** Planning

Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Beverly Wilson	**TITLE of PRESENTER:**	Senior Planner
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Zoning Ordinance 12-10 to approve Docket R-12-02, amending the Cochise County Zoning Regulations for agricultural uses, and codifying definitions and site development standards for those uses, as set forth in Exhibit A.

Background:

I. BACKGROUND

This memo is a follow-up to a work session held on June 21, 2011, regarding agricultural activities in Cochise County. The focus of the discussion surrounded the circumstances under which agricultural processing (ag-processing) operations, including wineries, may be relieved of certain permitting and/or code requirements where possible. As part of this effort, Staff surveyed other rural counties in Arizona and New Mexico to determine how our counterparts regulate these uses, which helped in crafting the following proposed changes to the Zoning Regulations.

II: PLANNING AND ZONING COMMISSION

At their July 11, 2012 meeting, the Commission discussed the proposed changes and agreed with Staff that the requirement for a Public process regarding Commercial Feedlots and Slaughterhouses in the Rural Zoning District should not be changed. In addition, the Commission discussed Staff's proposal to allow Commercial Feedlots in the Light Industry Zoning District with a 300-ft. minimum setback. Staff had also recommended that if these uses could not meet the 300' setback, a special use permit would be required. The Commission agreed to recommend to the Board that regardless of the setback for Commercial Feedlots, a special use permit would be required in the Light Industry Zoning District. The Commission then voted unanimously (8-0) to forward that recommendation as well as a recommendation of approval for the other proposed Regulation changes to the Board of Supervisors.

III. CURRENT COUNTY ZONING CODE DEFINITIONS

Article 2 of the Cochise County Zoning Regulations contains the definitions used for land uses. Currently, there are four definitions pertaining to agricultural activities including Agriculture—General, Agricultural Processing (Ag-processing), Feedlot Commercial, and Meat Cutting and Butchering. The definitions follow:

Agriculture, General - A tract containing a minimum of 5 contiguous commercial acres which is being

used for the production of farm crops, or the grazing or raising of farm animals; examples are vegetables, fruit trees, cotton, grain, poultry, horses, cattle, sheep and swine. The term "general agriculture" includes such uses as the necessary treatment, packing or storage of farm products produced on premises, the sale of any farm crops or livestock raised on premises, and any signs, structures, or fences utilized for these functions. It does not include signs advertising off-premise facilities, junkyards, other retail sales, manufacturing, services, stockyards, slaughterhouses, meat packing plants, commercial pen feeding, bone yards, plants for the reduction of animal matter or agricultural processing services.

Agricultural Processing Services - Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity.

Feedlot Commercial – A feeding operation on a parcel of land where livestock are maintained in a corral, pen, or other area on a sustained basis, where feed is brought on the parcel, and where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosed/penned areas on the property during the course of an normal growing season. It is operated for the primary purpose of feeding and fattening animals for direct or eventual shipment to market or slaughter. Pastures used for the grazing of livestock are not considered commercial feedlots. Feeding pens for livestock that are incidental and subordinate to a grazing operation are not commercial feedlots.

Meat Cutting and Butchering – A service consisting of the cutting up of meat for sale, but not the killing or slaughtering of live animals, a slaughterhouse or meat packing plant.

Staff is recommending that the basic definitions for agricultural activities currently in the Zoning Regulations be more clearly described to separate the higher impact land uses such as commercial feedlots, slaughterhouse/meat packing plants, and ag-processing, from lower impact uses, such as field crops, orchards, gardens, small family run butcher shops, and the raising of livestock. By amending the existing definitions, and adding several new definitions, a clearer picture can be seen on how each type of agricultural activity should be regulated and how relief from permitting and/or code requirements can be proposed. The new proposed definitions read as follows: (proposed language shown in bold, deletions with strike-out).

Agriculture, General - A tract containing a minimum of 5 contiguous commercial acres which is being used for the production of farm, garden, or orchard crops, or the grazing or raising of farm animals, including feeding pens that are incidental and subordinate to a grazing operation. Examples of commodities produced include are vegetables, fruit trees, grapes, cotton, grain, poultry, horses, cattle, sheep and swine. The term "general agriculture" includes such uses as the necessary treatment, packing or storage of farm products produced on premises, the sale of any farm crops or livestock raised on premises, and any signs, structures, or fences utilized for these agricultural functions. By statute “general agriculture” includes dairy operations, including areas designated for raising heifers and bulls owned by the same dairy operation that is on property contiguous to the dairy operation or within one-quarter of a mile. It does not include signs advertising off-premise facilities, junkyards, other retail sales, manufacturing, any non-agricultural services, stockyards, slaughterhouse/s, meat packing plants, commercial pen feeding, production wineries, bone yards, plants for the reduction of animal matter, poultry feeding operations, or agricultural processing services plants.

Agricultural Processing Services - Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity. Agricultural processing services do not include slaughterhouse/meat packing plants, commercial feedlots, bone yards, or facilities for the reduction of animal matter.

Meat Cutting and Butchering – A service consisting of the cutting up of meat for sale, but not the killing or slaughtering of live animals, a slaughterhouse or meat packing plant. Replace with the following: Custom Butchering/Meat Curing/Processing –The cutting up, curing, and processing of meat, to include on-site butchering, operating under the Arizona Department of Agricultural slaughter license for more than 45 head and not to exceed 150 head of cattle and more than 45 head and not to exceed 160 head of

sheep, goats, or swine in one calendar year.

Feedlot Commercial – A feeding operation on a parcel of land where livestock are maintained in a corral, pen, or other area on a sustained basis, where feed is brought on the parcel, and where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosed/penned areas on the property during the course of an normal growing season. regulated by the ADEQ Concentrated Animal Feeding Operations per A.A.C. R-18-9-A901. It is operated for the primary purpose of feeding and fattening animals for direct or eventual shipment to market or slaughter. Pastures used for the grazing of livestock and feeding pens for livestock are not considered commercial feedlots. Feeding pens for livestock that are incidental and subordinate to a grazing operation are not commercial feedlots.

Onsite Agricultural Processing Services – An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site.

Restaurants, Bars, Taverns, Nightclubs and Off-site Winery Tasting Rooms – An establishment which prepares and serves food and/or beverages on a commercial basis and may include entertainment.

Slaughterhouse/Meat Packing Plant – A facility for the slaughtering, refining, processing, storage and distribution of animals and animal byproducts.

Winery, Farm – An on-site agricultural processing service in which grapes grown on-site are processed into wine, not to exceed 40,000 gallons per year.
Winery, Production – An agricultural processing service in which grapes grown on-site or off-site are processed into wine, in quantities greater than 40,000 gallons per year.
Winery Tasting Room – A building or portion thereof, subordinate in size and accessory to a Farm or Production Winery operation, in which wine may be sampled for purchase. A
Winery Tasting Room may also include incidental retail sales of wine and related products.

By clarifying and adding to the definitions found in Article 2 of the Zoning Regulations, Custom Butchering/Meat Curing/Processing and On-site Ag-processing emerge as the agricultural related land uses which generate much less intense off-site impacts, thus allowing for a more relaxed permitting process.

IV. SPECIAL USE PERMITS AND SETBACKS
County Zoning Regulations customarily address potential impacts to adjoining properties (off-site impacts) such as odors, noise, dust, vectors, traffic, and lighting, by requiring both Special Use permits and increased setbacks, depending upon the intensity of the Zoning District. In the current County Zoning Regulations, as one progresses from the lowest intensity of use (residential), to the highest intensity of use (industrial), the manner in which off-site impacts and required setbacks change. In Residential districts, high impact uses are prohibited altogether.

The purpose of setbacks is to regulate the location of high impact uses, such as agricultural activities in Cochise and other Arizona counties, to minimize off-site impacts. Setbacks for agricultural activities in Industrial Zoning Districts are reduced. For example, Pima County requires a 20-foot setback, while Dona Ana County, NM, and Gila Bend, AZ require 30-foot setback. When agricultural operations are allowed in Rural or Agricultural Districts, however, the setbacks were greater: Pinal County requires a 30-foot setback, while both Yuma City and Yuma County require a 50-foot setback. Pima County has the greatest setback, being 300-feet in a Rural District.

Minimum setbacks required for Special Uses are currently double that of permitted uses in all Zoning Districts in Cochise County, except in General Business. For example, while a new residence in an RU District requires a 20-foot setback, a Special Use Permit for an ag-processing use in the RU Zoning District requires a 40-foot setback in order to help mitigate off-site impacts to surrounding properties. The exception found in the Cochise County Zoning Regulations is the 80-foot minimum setback requirement for Special Uses in the General Business Districts because they are often found near residential

neighborhoods. It should be noted that in the Cochise County Zoning Regulations the only general agricultural use with minimum setback requirements are animal enclosures such as corrals and pens—which are required to be setback a minimum of 50-feet from property lines.

In the Rural Zoning Districts of Cochise County, both agricultural uses and residential uses are commonly found, and Special Use Permits are currently required for agricultural activities such as Ag-processing, Commercial Feedlots, Meat Cutting or Butchering, and Slaughterhouse/Meat Packing Plants–all of which are subject to the minimum 40-foot setback requirement.

In the higher intensity Light Industrial Zoning District, both Meat Cutting and Ag-processing are permitted, while Slaughterhouses require a Special Use Permit and Commercial Feedlots are not permitted at all. The minimum setbacks allowed are 5-feet, unless adjacent to a residential or Rural District, in which case they are 80-feet. The minimum setbacks for a Special Use Permit are 160-feet.

In the Heavy Industrial Zoning Districts, Ag-processing, Commercial Feedlots, and Meat-cutting are permitted, while Slaughterhouses/Meat Packing Plants are allowed with a Special Use Permit. Again, the minimum setbacks for permitted uses are 5-feet, unless adjacent to a residential or Rural District, in which case the setbacks would be 100-feet. For Special Use Permits, the minimum setback is 200-feet.

To encourage agricultural activities in Cochise County, Staff recommends that such activities be allowed as permitted uses, with the trade-off of greater setbacks in order to mitigate potential off-site impacts. Greater setbacks would also result in these land uses being directed towards larger parcels, thereby further mitigating potential off-site impacts such as noise, odors, increased heavy truck traffic, and vectors.

Note that while the Zoning Regulations permitting lower impacting agricultural uses would be relaxed by these text changes, the amendments proposed would impose more restrictions on the higher impacting uses because these operations can be among the most high-impact land uses likely to be encountered in the County.

V. RECOMMENDATIONS

The Planning Division is recommending that in the Rural Zoning Districts, the less intense agricultural land uses including Custom Butchering/Meat Curing/Processing and On-site Ag-processing be allowed as permitted uses as long as a 100-foot minimum setback could be met. If the agricultural activity could or would not meet the 100-foot minimum setback, a Special Use Permit would be required. In addition, Staff recommends that Ag-Processing be permitted with a 300-feet minimum setback. Again, if the operation cannot meet this requirement, a Special Use Permit would be required.

Current Zoning Regulations permit Meat Cutting in the General Business districts. Staff has proposed replacing Meat Cutting with a new definition for Custom Butchering/Meat Curing/Processing in the General Business districts as a permitted use.

Current Zoning Regulations permit both Ag-processing and Meat Cutting in the Light Industrial districts. Staff is recommending that Custom Butchering/Meat curing/Processing replace Meat Cutting, and along with On-site Ag-processing, be allowed as permitted uses. In addition, Staff recommends that Ag-Processing and Slaughterhouses/Meat Packing Plants be permitted with a 300-feet minimum setback. If the operation cannot meet this requirement, a Special Use Permit would be required. Upon the Planning and Zoning Commission's recommendation, Commercial Feedlots would require a special use permit in the Light Industrial Zone.

Our Zoning Regulations currently permit Ag-processing, Commercial Feedlots, and Meat-cutting in the Heavy Industrial Zoning Districts. Staff is recommending that Custom Butchering/Meat Curing/Processing replace Meat Cutting, and along with On-site Ag Processing, be allowed as permitted uses. Currently Slaughterhouses/Meat Packing Plants are allowed with a Special Use Permit. Staff is recommending that Ag-Processing, Commercial Feedlots, and Slaughterhouses/Meat Packing Plants be

permitted with a 300-feet minimum setback. Again, if the operation cannot meet this requirement, a Special Use Permit would be required.

VI. PROPOSED TEXT AMENDMENTS

The following proposed amendments to Article 2 (Definitions); Article 6 (RU, Rural Zoning District); Article 12 (GB, General Business Zoning District); Article 13 (LI, Light Industry Zoning District); Article 14 (HI, Heavy Industry Zoning District); and Article 18 (Site Development Standards) are shown in boldface below with deletions shown with strikeout.

Article 2 (Definitions):

Agriculture, General - A tract containing a minimum of 5 contiguous commercial acres which is being used for the production of farm, garden, or orchard crops, or the grazing or raising of farm animals, including feeding pens that are incidental and subordinate to a grazing operation. Examples of commodities produced include are vegetables, fruit trees, grapes, cotton, grain, poultry, horses, cattle, sheep and swine. The term "general agriculture" includes such uses as the necessary treatment, packing or storage of farm products produced on premises, the sale of any farm crops or livestock raised on premises, and any signs, structures, or fences utilized for these agricultural functions. By statute “general agriculture” includes dairy operations, including areas designated for raising heifers and bulls owned by the same dairy operation that is on property contiguous to the dairy operation or within one-quarter of a mile. It does not include signs advertising off-premise facilities, junkyards, other retail sales, manufacturing, any non-agricultural services, stockyards, slaughterhouse/s, meat packing plants, commercial pen feeding, production wineries, bone yards, plants for the reduction of animal matter, poultry feeding operations, or agricultural processing services plants.

Agricultural Processing Services – Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity. Agricultural processing services do not include slaughterhouses/meat packing plants, commercial feedlots, bone yards, or facilities for the reduction of animal matter.

Onsite Agricultural Processing Services – An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site.

Delete the following:
Meat Cutting and Butchering –A service consisting of the cutting up of meat for sale, but not the killing or slaughtering of live animals, a slaughterhouse or meatpacking plant.
Replace with the following:
Custom Butchering/Meat Curing/Processing – The cutting up, curing, and processing of meat, to include on-site butchering, operating under the Arizona Department of Agricultural slaughter license for more than 45 head and not to exceed 150 head of cattle and more than 45 head and not to exceed 160 head of sheep, goats, or swine in one calendar year.

Feedlot Commercial – A feeding operation on a parcel of land where livestock are maintained in a corral, pen, or other area on a sustained basis, where feed is brought on the parcel, and where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosed/penned areas on the property during the course of an normal growing season. regulated by the ADEQ Concentrated Animal Feeding Operations per A.A.C. R-18-9-A901. It is operated for the primary purpose of feeding and fattening animals for direct or eventual shipment to market or slaughter. Pastures used for the grazing of livestock and feeding pens for livestock are not considered commercial feedlots. Feeding pens for livestock that are incidental and subordinate to a grazing operation are not commercial feedlots.

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Winery Tasting Room – A building or portion thereof, subordinate in size and accessory to a Farm or Production Winery operation, in which wine may be sampled for purchase. A Winery Tasting Room may also include incidental retail sales of wine and related products.

Article 6 (RU, Rural Zoning District): Add to Permitted Principal Uses:

603.17 On-site agricultural processing with 100-foot minimum setback.

603.18 Custom butchering/meat curing/processing with 100-foot minimum setback.

603.19 Ag-Processing with 300-foot minimum setback.

Delete from Special Uses:

607.20 Meat Cutting or butchering operations.

Add to Special Uses:

607.20 Custom butchering/meat curing/processing with less than a 100-foot minimum setback.

607.55 On-Site agricultural processing with less than a 100-foot minimum setback.

607.57 Ag-Processing with less than a 300-foot minimum setback.

ARTICLE 12 – GENERAL BUSINESS DISTRICT: Delete from Permitted Principal Uses:

1202.34 Meat-cutting and Butchering shops.

Add to Permitted Principal Uses:

1202.34 Custom Butchering/meat curing/processing.

ARTICLE 13 – LIGHT INDUSTRY DISTRICT

Delete from Permitted Principal Uses:

1302.23 Meat cutting and butchering shops.

Add to Permitted Principal Uses:

1302.23 Custom butchering/meat curing/processing.

1302.40 On-site Agricultural processing.

1302.41 Ag-Processing with 300-foot minimum setback.

1302.42 Slaughterhouses/Meat Packing Plants with a 300-foot minimum setback.

Add to Special Uses:

1305.18 Commercial feedlots.

1305.19 Ag-processing with less than 300-foot minimum setback.

1305.20 Slaughterhouses/Meat Packing Plants with less than a 300-foot minimum setback.

ARTICLE 14 – HEAVY INDUSTRY DISTRICT

Remove from Permitted Principal Uses:

1402.11 Meat cutting and butchering shops.

Add to Permitted Principal Uses:

1402.11 Custom butchering/meat curing/processing.

1402.29 On Site Agricultural Processing.

1402.30 Commercial feedlots with 300-foot minimum setback.

1402.31 Slaughterhouse/meat packing plants with 300-foot minimum setback.

1402.32 Ag-Processing with 300-foot minimum setback.

Add to Special Uses:

1405.13 Commercial Feedlots with less than 300-foot minimum setback.

1405.09 Slaughterhouse/Meat Packing Plants/Meat Packing Plants with less than 300-foot minimum setback.

1405.10 Ag-Processing with less than 300-foot minimum setback.

ARTICLE 18 – SITE DEVELOPMENT STANDARDS

1804.05 Schedule of Required Off-Street Parking

Use

COMMERCIAL/OFFICE
Restaurants, Bars, Taverns, Nightclubs, Winery Tasting Rooms

RECOMMENDATION
Staff recommends that the Board approve Docket R-12-02 as proposed.

Department's Next Steps (if approved):

If the Board of Supervisors approves Docket R-12-02, the County will amend the language in the Zoning Regulations regulating agricultural uses.

Impact of NOT Approving/Alternatives:

The County would continue to regulate agricultural uses per the existing Regulations.

To BOS Staff: Document Disposition/Follow-Up:

Please send one RECORDED copy of the Zoning Ordinance to the Planning Department.

Attachments

Staff Memo
Power Point
Zoning Ordinance
Legal Notice

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603 **(520) 432-9240**
Fax 432-9278

MEMORANDUM

TO: Board of Supervisors

THROUGH: Michael Ortega, County Administrator

FROM: Beverly Wilson, Senior Planner

For: Michael Turisk, Planning Manager

SUBJECT: Docket R-12-02 (Proposed Regulation Changes Pertaining to Agriculture)

DATE: July 30, 2012 for August 14, 2012 Meeting

AGRICULTURAL ACTIVITIES IN COCHISE COUNTY

I. BACKGROUND

This memo is a follow-up to a work session held on June 21, 2011, regarding agricultural activities in Cochise County. The focus of the discussion surrounded the circumstances under which agricultural processing (ag-processing) operations, including wineries, may be relieved of certain permitting and/or code requirements where possible. As part of this effort, Staff surveyed other rural counties in Arizona and New Mexico to determine how our counterparts regulate these uses, which helped in crafting the following proposed changes to the Zoning Regulations.

II: PLANNING AND ZONING COMMISSION

At their July 11, 2012 meeting, the Commission discussed the proposed changes and agreed with Staff that the requirement for a Public process regarding Commercial Feedlots and Slaughterhouses in the Rural Zoning District should not be changed. In addition, the Commission discussed Staff's proposal to allow Commercial Feedlots in the Light Industry Zoning District with a 300-ft. minimum setback. Staff had also recommended that if these uses could not meet the 300' setback, a special use permit would be required. The Commission agreed to recommend to the Board that regardless of the setback for Commercial Feedlots, a special use permit would be required in the Light Industry Zoning District. The Commission then voted unanimously (8-0) to forward that recommendation as well as a recommendation of approval for the other proposed Regulation changes to the Board of Supervisors.

III. CURRENT COUNTY ZONING CODE DEFINITIONS

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Agricultural Processing Services - *Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity.*

Feedlot Commercial – *A feeding operation on a parcel of land where livestock are maintained in a corral, pen, or other area on a sustained basis, where feed is brought on the parcel, and where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosed/penned areas on the property during the course of an normal growing season. It is operated for the primary purpose of feeding and fattening animals for direct or eventual shipment to market or slaughter. Pastures used for the grazing of livestock are not considered commercial feedlots. Feeding pens for livestock that are incidental and subordinate to a grazing operation are not commercial feedlots.*

Meat Cutting and Butchering – *A service consisting of the cutting up of meat for sale, but not the killing or slaughtering of live animals, a slaughterhouse or meat packing plant.*

Staff is recommending that the basic definitions for agricultural activities currently in the Zoning Regulations be more clearly described to separate the higher impact land uses such as commercial feedlots, slaughterhouse/meat packing plants, and ag-processing, from lower impact uses, such as field crops, orchards, gardens, small family run butcher shops, and the raising of livestock. By amending the existing definitions, and adding several new definitions, a clearer picture can be seen on how each type of agricultural activity should be regulated and how relief from permitting and/or code requirements can be proposed. The new proposed definitions read as follows: (proposed language shown in **bold,** ~~deletions with strike-out~~).

Agriculture, General - A tract containing a minimum of 5 contiguous commercial acres which is being used for the production of farm, **garden, or orchard** crops, or the grazing or raising of farm animals, **including feeding pens that are incidental and subordinate to a grazing operation**. Examples **of commodities produced include** ~~are~~ vegetables, fruit trees, **grapes,** cotton, grain, poultry, horses, cattle, sheep and swine. The term "general agriculture" includes such uses as the necessary treatment, packing or storage of farm products produced on premises, the sale of any farm crops or livestock raised on premises, and any signs, structures, or fences utilized for ~~these~~ **agricultural** functions. **By statute "general agriculture" includes dairy operations, including areas designated for raising heifers and bulls owned by the same dairy operation that is on property contiguous to the dairy operation or within one-quarter of a mile.** It does not include signs advertising off-premise facilities, junkyards, other retail sales, manufacturing, **any non-agricultural** service~~s~~, stockyards, **slaughterhouse/~~s~~,** meat packing plants, commercial pen feeding, **production wineries,** bone yards, plants for the reduction of animal matter**, poultry feeding operations,** or agricultural processing ~~services~~ **plants**.

Agricultural Processing Services - Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity. **Agricultural processing services do not include slaughterhouse/meat packing plants, commercial feedlots, bone yards, or facilities for the reduction of animal matter.**

~~**Meat Cutting and Butchering** – A service consisting of the cutting up of meat for sale, but not the killing or slaughtering of live animals, a slaughterhouse or meat packing plant.~~ *Replace with the following:*
Custom Butchering/Meat Curing/Processing –The cutting up, curing, and processing of meat, to include on-site butchering, operating under the Arizona Department of Agricultural slaughter license for more than 45 head and not to exceed 150 head of cattle and more than 45 head and not to exceed 160 head of sheep, goats, or swine in one calendar year.

Feedlot Commercial – A feeding operation on a parcel of land where livestock are maintained in a corral, pen, or other area on a sustained basis, where feed is brought on the parcel, and where the concentration of animals is ~~such that a vegetative cover cannot be maintained within the enclosed/penned areas on the property during the course of an normal growing season.~~ **regulated by the ADEQ Concentrated Animal Feeding Operations per A.A.C. R-18-9-A901.** It is operated for the primary purpose of feeding and fattening animals for direct or eventual shipment to market or slaughter. Pastures used for the grazing of livestock **and feeding pens for livestock** are not considered commercial feedlots. ~~Feeding pens for livestock that are incidental and subordinate to a grazing operation are not commercial feedlots.~~

Onsite Agricultural Processing Services – An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site.

Restaurants, Bars, Taverns, Nightclubs and <u>Off-site Winery Tasting Rooms</u> – An establishment which prepares and serves food and/or beverages on a commercial basis and may include entertainment.

Slaughterhouse/Meat Packing Plant – A facility for the slaughtering, refining, processing, storage and distribution of animals and animal byproducts.

Winery, Farm – An on-site agricultural processing service in which grapes grown on-site are processed into wine, not to exceed 40,000 gallons per year.

Winery, Production – An agricultural processing service in which grapes grown on-site or off-site are processed into wine, in quantities greater than 40,000 gallons per year.

Winery Tasting Room – A building or portion thereof, subordinate in size and accessory to a Farm or Production Winery operation, in which wine may be sampled for purchase. A Winery Tasting Room may also include incidental retail sales of wine and related products.

By clarifying and adding to the definitions found in Article 2 of the Zoning Regulations, Custom Butchering/Meat Curing/Processing and On-site Ag-processing emerge as the

agricultural related land uses which generate much less intense off-site impacts, thus allowing for a more relaxed permitting process.

IV. SPECIAL USE PERMITS AND SETBACKS

County Zoning Regulations customarily address potential impacts to adjoining properties (off-site impacts) such as odors, noise, dust, vectors, traffic, and lighting, by requiring both Special Use permits and increased setbacks, depending upon the intensity of the Zoning District. In the current County Zoning Regulations, as one progresses from the lowest intensity of use (residential), to the highest intensity of use (industrial), the manner in which off-site impacts and required setbacks change. In Residential districts, high impact uses are prohibited altogether.

The purpose of setbacks is to regulate the location of high impact uses, such as agricultural activities in Cochise and other Arizona counties, to minimize off-site impacts. Setbacks for agricultural activities in Industrial Zoning Districts are reduced. For example, Pima County requires a 20-foot setback, while Dona Ana County, NM, and Gila Bend, AZ require 30-foot setback. When agricultural operations are allowed in Rural or Agricultural Districts, however, the setbacks were greater: Pinal County requires a 30-foot setback, while both Yuma City and Yuma County require a 50-foot setback. Pima County has the greatest setback, being 300-feet in a Rural District.

Minimum setbacks required for Special Uses are currently double that of permitted uses in all Zoning Districts in Cochise County, except in General Business. For example, while a new residence in an RU District requires a 20-foot setback, a Special Use Permit for an ag-processing use in the RU Zoning District requires a 40-foot setback in order to help mitigate off-site impacts to surrounding properties. The exception found in the Cochise County Zoning Regulations is the 80-foot minimum setback requirement for Special Uses in the General Business Districts because they are often found near residential neighborhoods. It should be noted that in the Cochise County Zoning Regulations the only general agricultural use with minimum setback requirements are animal enclosures such as corrals and pens—which are required to be setback a minimum of 50-feet from property lines.

In the Rural Zoning Districts of Cochise County, both agricultural uses and residential uses are commonly found, and Special Use Permits are currently required for agricultural activities such as Ag-processing, Commercial Feedlots, Meat Cutting or Butchering, and Slaughterhouse/Meat Packing Plants–all of which are subject to the minimum 40-foot setback requirement.

In the higher intensity Light Industrial Zoning District, both Meat Cutting and Ag-processing are permitted, while Slaughterhouses require a Special Use Permit and Commercial Feedlots are not permitted at all. The minimum setbacks allowed are 5-feet, unless adjacent to a residential or Rural District, in which case they are 80-feet. The minimum setbacks for a Special Use Permit are 160-feet.

In the Heavy Industrial Zoning Districts, Ag-processing, Commercial Feedlots, and Meat-cutting are permitted, while Slaughterhouses/Meat Packing Plants are allowed with a Special Use Permit. Again, the minimum setbacks for permitted uses are 5-feet, unless adjacent to a

residential or Rural District, in which case the setbacks would be 100-feet. For Special Use Permits, the minimum setback is 200-feet.

To encourage agricultural activities in Cochise County, Staff recommends that such activities be allowed as permitted uses, with the trade-off of greater setbacks in order to mitigate potential off-site impacts. Greater setbacks would also result in these land uses being directed towards larger parcels, thereby further mitigating potential off-site impacts such as noise, odors, increased heavy truck traffic, and vectors.

Note that while the Zoning Regulations permitting lower impacting agricultural uses would be relaxed by these text changes, the amendments proposed would impose more restrictions on the higher impacting uses because these operations can be among the most high-impact land uses likely to be encountered in the County.

V. RECOMMENDATIONS

The Planning Division is recommending that in the Rural Zoning Districts, the less intense agricultural land uses including Custom Butchering/Meat Curing/Processing and On-site Ag-processing be allowed as permitted uses as long as a 100-foot minimum setback could be met. If the agricultural activity could or would not meet the 100-foot minimum setback, a Special Use Permit would be required. In addition, Staff recommends that Ag-Processing be permitted with a 300-feet minimum setback. Again, if the operation cannot meet this requirement, a Special Use Permit would be required.

Current Zoning Regulations permit Meat Cutting in the General Business districts. Staff has proposed replacing Meat Cutting with a new definition for Custom Butchering/Meat Curing/Processing in the General Business districts as a permitted use.

Current Zoning Regulations permit both Ag-processing and Meat Cutting in the Light Industrial districts. Staff is recommending that Custom Butchering/Meat curing/Processing replace Meat Cutting, and along with On-site Ag-processing, be allowed as permitted uses. In addition, Staff recommends that Ag-Processing and Slaughterhouses/Meat Packing Plants be permitted with a 300-feet minimum setback. If the operation cannot meet this requirement, a Special Use Permit would be required. Upon the Planning and Zoning Commission's recommendation, Commercial Feedlots would require a special use permit in the Light Industrial Zone.

Our Zoning Regulations currently permit Ag-processing, Commercial Feedlots, and Meat-cutting in the Heavy Industrial Zoning Districts. Staff is recommending that Custom Butchering/Meat Curing/Processing replace Meat Cutting, and along with On-site Ag Processing, be allowed as permitted uses. Currently Slaughterhouses/Meat Packing Plants are allowed with a Special Use Permit. Staff is recommending that Ag-Processing, Commercial Feedlots, and Slaughterhouses/Meat Packing Plants be permitted with a 300-feet minimum setback. Again, if the operation cannot meet this requirement, a Special Use Permit would be required.

VI. PROPOSED TEXT AMENDMENTS

The following proposed amendments to Article 2 (Definitions); Article 6 (RU, Rural Zoning District); Article 12 (GB, General Business Zoning District); Article 13 (LI, Light Industry

Zoning District); Article 14 (HI, Heavy Industry Zoning District); and Article 18 (Site Development Standards) are shown in boldface below with deletions shown with strikeout.

Article 2 (Definitions):

Agriculture, General - A tract containing a minimum of 5 contiguous commercial acres which is being used for the production of farm, **garden, or orchard** crops, or the grazing or raising of farm animals, **including feeding pens that are incidental and subordinate to a grazing operation**. Examples **of commodities produced include** ~~are~~ vegetables, fruit trees, **grapes,** cotton, grain, poultry, horses, cattle, sheep and swine. The term "general agriculture" includes such uses as the necessary treatment, packing or storage of farm products produced on premises, the sale of any farm crops or livestock raised on premises, and any signs, structures, or fences utilized for ~~these~~ **agricultural** functions. **By statute "general agriculture" includes dairy operations, including areas designated for raising heifers and bulls owned by the same dairy operation that is on property contiguous to the dairy operation or within one-quarter of a mile.** It does not include signs advertising off-premise facilities, junkyards, other retail sales, manufacturing, **any non-agricultural** service~~s~~, stockyards, **slaughterhouse/s**~~,~~ meat packing plants, commercial pen feeding, **production wineries,** bone yards, plants for the reduction of animal matter**, poultry feeding operations,** or agricultural processing ~~services~~ **plants**.

Agricultural Processing Services – Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity. **Agricultural processing services** do not include s**laughterhouses/meat packing plants, commercial feedlots, bone yards, or facilities for the reduction of animal matter.**

Onsite Agricultural Processing Services – An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site.

Delete the following:
~~Meat Cutting and Butchering - A service consisting of the cutting up of meat for sale, but not the killing or slaughtering of live animals, a slaughterhouse or meatpacking plant.~~
Replace with the following:
Custom Butchering/Meat Curing/Processing – The cutting up, curing, and processing of meat, to include on-site butchering, operating under the Arizona Department of Agricultural slaughter license for more than 45 head and not to exceed 150 head of cattle and more than 45 head and not to exceed 160 head of sheep, goats, or swine in one calendar year.

Feedlot Commercial – A feeding operation on a parcel of land where livestock are maintained in a corral, pen, or other area on a sustained basis, where feed is brought on the parcel, and where the concentration of animals is ~~such that a vegetative cover cannot be maintained within the enclosed/penned areas on the property during the course of an normal growing season.~~ **regulated by the ADEQ Concentrated Animal Feeding Operations per A.A.C. R-18-9-A901.** It is operated for the primary purpose of feeding and fattening animals for direct or eventual shipment to market or slaughter. Pastures used for the grazing of livestock **and feeding pens for livestock**

are not considered commercial feedlots. ~~Feeding pens for livestock that are incidental and subordinate to a grazing operation are not commercial feedlots.~~

Restaurants, Bars, Taverns, Nightclubs and <u>Off-site Winery Tasting Rooms</u> – An establishment which prepares and serves food and/or beverages on a commercial basis and may include entertainment.

Slaughterhouse/Meat Packing Plant – A facility for the slaughtering, refining, processing, storage and distribution of animals and animal byproducts.

Winery, Farm – An on-site agricultural processing service in which grapes grown on-site are processed into wine, not to exceed 40,000 gallons per year.

Winery, Production – An agricultural processing service in which grapes grown on-site or off-site are processed into wine, in quantities greater than 40,000 gallons per year.

Winery Tasting Room – A building or portion thereof, subordinate in size and accessory to a Farm or Production Winery operation, in which wine may be sampled for purchase. A Winery Tasting Room may also include incidental retail sales of wine and related products.

Article 6 (RU, Rural Zoning District): Add to Permitted Principal Uses:

<u>603.17</u> On-site agricultural processing with 100-foot minimum setback.

<u>603.18</u> Custom butchering/meat curing/processing with 100-foot minimum setback.

<u>603.19</u> Ag-Processing with 300-foot minimum setback.

Delete from Special Uses:

<u>607.20</u> Meat Cutting or butchering operations.

Add to Special Uses:

<u>607.20</u> Custom butchering/meat curing/processing with less than a 100-foot minimum setback.

<u>607.55</u> On-Site agricultural processing with less than a 100-foot minimum setback.

<u>607.57</u> Ag-Processing with less than a 300-foot minimum setback.

ARTICLE 12 – GENERAL BUSINESS DISTRICT: Delete from Permitted Principal Uses:

~~<u>1202.34 Meat-cutting and Butchering shops.</u>~~

Add to Permitted Principal Uses:

<u>1202.34</u> Custom Butchering/meat curing/processing.

ARTICLE 13 – LIGHT INDUSTRY DISTRICT

Delete from Permitted Principal Uses:

~~**1302.23 Meat cutting and butchering shops.**~~

Add to Permitted Principal Uses:

1302.23 Custom butchering/meat curing/processing.

1302.40 On-site Agricultural processing.

1302.41 Ag-Processing with 300-foot minimum setback.

1302.42 Slaughterhouses/Meat Packing Plants with a 300-foot minimum setback.

Add to Special Uses:

1305.18 Commercial feedlots.

1305.19 Ag-processing with less than 300-foot minimum setback.

1305.20 Slaughterhouses/Meat Packing Plants with less than a 300-foot minimum setback.

ARTICLE 14 – HEAVY INDUSTRY DISTRICT

Remove from Permitted Principal Uses:

~~**1402.11 Meat cutting and butchering shops.**~~

Add to Permitted Principal Uses:

1402.11 Custom butchering/meat curing/processing.

1402.29 On Site Agricultural Processing.

1402.30 Commercial feedlots with 300-foot minimum setback.

1402.31 Slaughterhouse/meat packing plants with 300-foot minimum setback.

1402.32 Ag-Processing with 300-foot minimum setback.

Add to Special Uses:

1405.13 Commercial Feedlots with less than 300-foot minimum setback.

1405.09 Slaughterhouse/Meat Packing Plants/Meat Packing Plants with less than 300-foot minimum setback.

1405.10 Ag-Processing with less than 300-foot minimum setback.

ARTICLE 18 – SITE DEVELOPMENT STANDARDS

1804.05 Schedule of Required Off-Street Parking

Use

COMMERCIAL/OFFICE
Restaurants, Bars, Taverns, Nightclubs, **Winery Tasting Rooms**

RECOMMENDATION
Staff recommends that the Board approve Docket R-12-02 as proposed.

ARTICLE 9. ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM

Editor's Note: The recodification at 7 A.A.R. 2522 described below erroneously moved Sections into 18 A.A.C. 9, Article 9. Those Sections were actually recodified to 18 A.A.C. 9, Article 10. See the Historical Notes for more information (Supp. 01-4).

Article 9, consisting of Sections R18-9-901 through R18-9-914 and Appendix A, recodified from 18 A.A.C. 13, Article 15 at 7 A.A.R. 2522, effective May 24, 2001 (Supp. 01-2).

PART A. GENERAL REQUIREMENTS

R18-9-A901. Definitions

In addition to the definitions in A.R.S. § 49-201 and 49-255, the following terms apply to this Article:

1. "Animal confinement area" means any part of an animal feeding operation where animals are restricted or confined including open lots, housed lots, feedlots, confinement houses, stall barns, free stall barns, milkrooms, milking centers, cowyards, barnyards, medication pens, walkers, animal walkways, and stables.
2. "Animal feeding operation" means a lot or facility (other than an aquatic animal production facility) where the following conditions are met:
   a. Animals (other than aquatic animals) have been, are, or will be stabled or confined and fed or maintained for a total of 45 days or more in any 12-month period, and
   b. Crops, vegetation, forage growth, or post-harvest residues are not sustained in the normal growing season over any portion of the lot or facility.
3. "Aquaculture project" means a defined managed water area that uses discharges of pollutants into that designated project area for the maintenance or production of harvestable freshwater plants or animals. For purposes of this definition, "designated project area" means the portion or portions of the navigable waters within which the permittee or permit applicant plans to confine the cultivated species using a method or plan of operation, including physical confinement, that on the basis of reliable scientific evidence, is expected to ensure that specific individual organisms comprising an aquaculture crop will enjoy increased growth attributable to the discharge of pollutants, and be harvested within a defined geographic area.
4. "Border area" means 100 kilometers north and south of the Arizona-Sonora, Mexico border.
5. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
6. "CAFO" means any large concentrated animal feeding operation, medium concentrated animal feeding operation, or animal feeding operation designated under R18-9-D901.
7. "Concentrated aquatic animal production facility" means a hatchery, fish farm, or other facility that contains, grows, or holds aquatic animals in either of the following categories:
   a. Cold-water aquatic animals. Cold-water fish species or other cold-water aquatic animals (including the Salmonidae family of fish) in a pond, raceway, or other similar structure that discharges at least 30 days per year, but does not include:
      i. A facility that produces less than 9,090 harvest weight kilograms (approximately 20,000 pounds) of aquatic animals per year; and
      ii. A facility that feeds the aquatic animals less than 2,272 kilograms (approximately 5,000 pounds) of food during the calendar month of maximum feeding.
   b. Warm-water aquatic animals. Warm-water fish species or other warm-water aquatic animals (including the Ameiuride, Centrarchidae, and Cyprinidae families of fish) in a pond, raceway, or other similar structure that discharges at least 30 days per year, but does not include:
      i. A closed pond that discharges only during periods of excess runoff; or
      ii. A facility that produces less than 45,454 harvest weight kilograms (approximately 100,000 pounds) of aquatic animals per year.
8. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
9. "Discharge of a pollutant" means any addition of any pollutant or combination of pollutants to a navigable water from any point source.
   a. The term includes the addition of any pollutant into a navigable water from:
      i. A treatment works treating domestic sewage;
      ii. Surface runoff that is collected or channeled by man;
      iii. A discharge through a pipe, sewer, or other conveyance owned by a state, municipality, or other person that does not lead to a treatment works; and
      iv. A discharge through a pipe, sewer, or other conveyance, leading into a privately owned treatment works.
   b. The term does not include an addition of a pollutant by any industrial user as defined in A.R.S. § 49-255(4).
10. "Draft permit" means a document indicating the Director's tentative decision to issue, deny, modify, revoke and reissue, terminate, or reissue a permit.
    a. A notice of intent to terminate a permit is a type of draft permit unless the entire discharge is permanently terminated by elimination of the flow or by connection to a POTW, but not by land application or disposal into a well.
    b. A notice of intent to deny a permit is a type of draft permit.
    c. A proposed permit or a denial of a request for modification, revocation and reissuance, or termination of a permit, are not draft permits.
11. "EPA" means the U.S. Environmental Protection Agency.
12. "General permit" means an AZPDES permit issued under 18 A.A.C. 9, Article 9, authorizing a category of discharges within a geographical area.
13. "Individual permit" means an AZPDES permit for a single point source, a single facility, or a municipal separate storm sewer system.
14. "Land application area," for purposes of Article 9, Part D, means land under the control of an animal feeding operation owner or operator, whether it is owned, rented, or leased, to which manure, litter, or process wastewater from the production area is or may be applied.

15. "Large concentrated animal feeding operation" means an animal feeding operation that stables or confines at least the number of animals specified in any of the following categories:
    a. 700 mature dairy cows, whether milked or dry;
    b. 1,000 veal calves;
    c. 1,000 cattle other than mature dairy cows or veal calves. Cattle includes heifers, steers, bulls, and cow and calf pairs;
    d. 2,500 swine each weighing 55 pounds or more;
    e. 10,000 swine each weighing less than 55 pounds;
    f. 500 horses;
    g. 10,000 sheep or lambs;
    h. 55,000 turkeys;
    i. 30,000 laying hens or broilers, if the animal feeding operation uses a liquid manure handling system;
    j. 125,000 chickens (other than laying hens), if the animal feeding operation uses other than a liquid manure handling system;
    k. 82,000 laying hens, if the animal feeding operation uses other than a liquid manure handling system;
    l. 30,000 ducks, if the animal feeding operation uses other than a liquid manure handling system; or
    m. 5,000 ducks, if the animal feeding operation uses a liquid manure handling system.
16. "Large municipal separate storm sewer system" means a municipal separate storm sewer that is either:
    a. Located in an incorporated area with a population of 250,000 or more as determined by the 1990 Decennial Census by the Bureau of the Census;
    b. Located in a county with an unincorporated urbanized area with a population of 250,000 or more, according to the 1990 Decennial Census by the Bureau of Census, but not a municipal separate storm sewer that is located in an incorporated place, township, or town within the county; or
    c. Owned or operated by a municipality other than those described in subsections (16)(a) and (16)(b) and that are designated by the Director under R18-9-A902(D)(2) as part of the large municipal separate storm sewer system.
17. "Manure" means any waste or material mixed with waste from an animal including manure, bedding, compost and raw materials, or other materials commingled with manure or set aside for disposal.
18. "Manure storage area" means any part of an animal feeding operation where manure is stored or retained including lagoons, run-off ponds, storage sheds, stockpiles, under-house or pit storages, liquid impoundments, static piles, and composting piles.
19. "Medium concentrated animal feeding operation" means an animal feeding operation in which:
    a. The type and number of animals that it stables or confines falls within any of the following ranges:
        i. 200 to 699 mature dairy cows, whether milked or dry;
        ii. 300 to 999 veal calves;
        iii. 300 to 999 cattle other than mature dairy cows or veal calves. Cattle includes heifers, steers, bulls, and cow and calf pairs;
        iv. 750 to 2,499 swine each weighing 55 pounds or more;
        v. 3,000 to 9,999 swine each weighing less than 55 pounds;
        vi. 150 to 499 horses;
        vii. 3,000 to 9,999 sheep or lambs;
        viii. 16,500 to 54,999 turkeys;
        ix. 9,000 to 29,999 laying hens or broilers, if the animal feeding operation uses a liquid manure handling system;
        x. 37,500 to 124,999 chickens (other than laying hens), if the animal feeding operation uses other than a liquid manure handling system;
        xi. 25,000 to 81,999 laying hens, if the animal feeding operation uses other than a liquid manure handling system;
        xii. 10,000 to 29,999 ducks, if the animal feeding operation uses other than a liquid manure handling system; or
        xiii. 1,500 to 4,999 ducks, if the animal feeding operation uses a liquid manure handling system; and
    b. Either one of the following conditions are met:
        i. Pollutants are discharged into a navigable water through a man-made ditch, flushing system, or other similar man-made device; or
        ii. Pollutants are discharged directly into a navigable water that originates outside of and passes over, across, or through the animal feeding operation or otherwise comes into direct contact with the animals confined in the operation.
20. "Medium municipal separate storm sewer system" means a municipal separate storm sewer that is either:
    a. Located in an incorporated area with a population of 100,000 or more but less than 250,000, as determined by the 1990 Decennial Census by the Bureau of the Census; or
    b. Located in a county with an unincorporated urbanized area with a population of 100,000 or more but less than 250,000 as determined by the 1990 Decennial Census by the Bureau of the Census; or
    c. Owned or operated by a municipality other than those described in subsections (20)(a) and (20)(b) and that are designated by the Director under R18-9-A902(D)(2) as part of the medium municipal separate storm sewer system.
21. "MS4" means municipal separate storm sewer system.
22. "Municipal separate storm sewer" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, and storm drains):
    a. Owned or operated by a state, city, town county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (33 U.S.C. 1288) that discharges to waters of the United States;
    b. Designed or used for collecting or conveying stormwater;
    c. That is not a combined sewer; and
    d. That is not part of a POTW.
23. "Municipal separate storm sewer system" means all separate storm sewers defined as "large," "medium," or "small" municipal separate storm sewer systems or any municipal separate storm sewers on a system-wide or jurisdiction-wide basis as determined by the Director under R18-9-C902(A)(1)(g)(i) through (iv).

R-12-02: Amendments to the Zoning Regulations

Proposed Definitions and Regulation Changes Pertaining to Agricultural Activities in Cochise County

August 14, 2012

Purpose

- Acknowledge agriculture as an important component of the County's culture and economy.
- Regulatory relief for agricultural activities that are incidental or complementary on same parcel, such as vineyards and associated wineries/tasting room; promote value-added processing.

Current Definitions

Article 2 of the Cochise County Zoning Regulations defines agricultural activities as follows:

Agriculture, General

Agricultural Processing Services

Feedlot, Commercial

Meat Cutting and Butchering

Proposed Definitions

Existing Definitions: Clarify, redefine, and add language to comply with State Law to existing definitions (Agriculture, General, Ag-processing, Meat-cutting and Butchering).

New Definitions: **Define** *uses* already permitted in the Regulations (Commercial feedlots, Slaughterhouses/Meat packing plants); and

Propose *new uses* (On-site Agricultural Processing Services, Wineries).

Proposed Definitions

Agriculture, General: added language pertaining to dairy operations, per statute.

Agricultural Processing Services: Added language defining what this is NOT.

Meat Cutting and Butchering: replaced this definition with **Custom Butchering / Meat Curing / Processing.**

Proposed Definitions

Custom Butchering / Meat Curing / Processing: Added '*on-site butchering*' and followed the Arizona Department of Agricultural definition for a slaughter license.

Feedlot, Commercial: Added regulations as defined by ADEQ, CAFO.

Removed 'feeding pens' – added it to **Agriculture, General.**

Proposed Definitions

Onsite Agricultural Processing Services: This language was added to ease the permitting requirements for growing and processing on same parcel.

Off-site Winery Tasting Rooms: Added to **Restaurants, Bars, Taverns, Nightclubs**...

Slaughterhouse/Meat Packing Plant: Added the definition as it is already in the permitting sections of the Regulations.

Proposed Definitions

Winery, Farm/Production/Tasting Room: Added to acknowledge growing industry.

Winery, Farm: Based on quantity limits under Arizona Department of Liquor Licenses (ADLL), Series 13 allows grapes grown and processed on site to be sold as retail on site.

Winery, Production: Again, based on ADLL, Series 1. An additional permit is required by ADLL for retail sales, including tasting rooms.

Regulating Uses

Setbacks and/or Special Use Permit Process?

Setback limitations restrict the **location** of permitted uses to larger parcels which minimize off-site impacts such as odors, noise, dust, vectors, traffic, lighting.

Currently, the Zoning Regulations use the special use permit process **AND** various setback limits.

Staff is proposing a **SIMPLIFIED** regulation consisting of permitted uses **IF** proposed setback limits can be met.

Matrix

	USE (If setbacks cannot be met, Special Use required)								
ZONING DISTRICT	**Ag-processing**		**Commercial Feedlots**		**Replace Meat Cutting/Butchering with Custom butchering/Meat curing/Processing**		**Slaughterhouse/Meat packing plants**		**On-site Ag-processing**
	Current	**Proposed**	**Current**	**Proposed**	**Current**	**Proposed**	**Current**	**Proposed**	**Proposed**
RURAL (Article 6)	Special Use (with 40' setback)	Permitted w/300' setback - Special Use if setback is less than 300'	Special Use (with 40' setback)	no change	Special Use (with 40' setback)	Permitted w/100' setback - Special Use if setback is less than 100'	Special Use (with 40' setback)	no change	Permitted w/100' setback - Special Use if setback is less than 100'
LIGHT INDUSTRIAL (Article 13)	Permitted (with 5' - 80' setback)	Permitted w/300' setback - Special Use if setback is less than 300'	Not Permitted	Permitted as a special use	Permitted (with 5' - 80' setback)	Permitted (with 5' - 80' setback)	Special Use (with 160' setback)	Permitted w/300' setback - Special Use if setback is less than 300'	Permitted
HEAVY INDUSTRIAL (Article 14)	Permitted (with 5' - 100' setback)	Permitted w/300' setback - Special Use if setback is less than 300'	Permitted (with 5' - 100' setback)	Permitted w/300' setback - Special Use if setback is less than 300'	Permitted (with 5' - 100' setback)	Permitted (with 5' - 100' setback)	Special Use (with 200' setback)	Permitted w/300' setback - Special Use if setback is less than 300'	Permitted
GENERAL BUSINESS (Article 12)	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Permitted	Permitted	Not Allowed	Not Allowed	Not Allowed

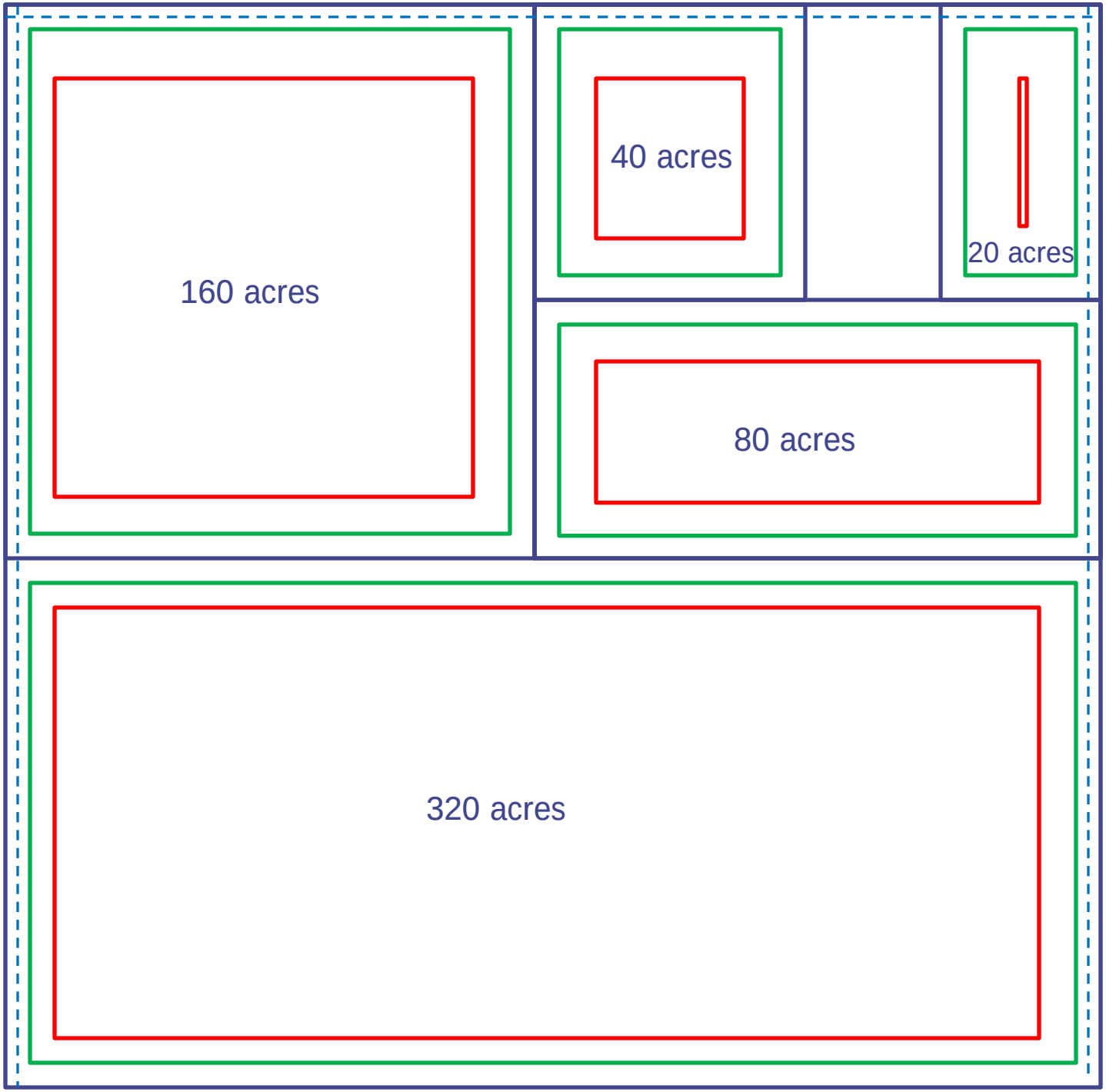
SETBACKS

This graphic depicts one Section of land (620 acres)

Line Legend:
Red = 300’ setback
Green = 100’ setback
Blue dotted -= 40’ setback

* 20 acres with 300’ setback = **.80** acre of buildable land
* 20 acres with 100’ setback = **11.8** acres of buildable land

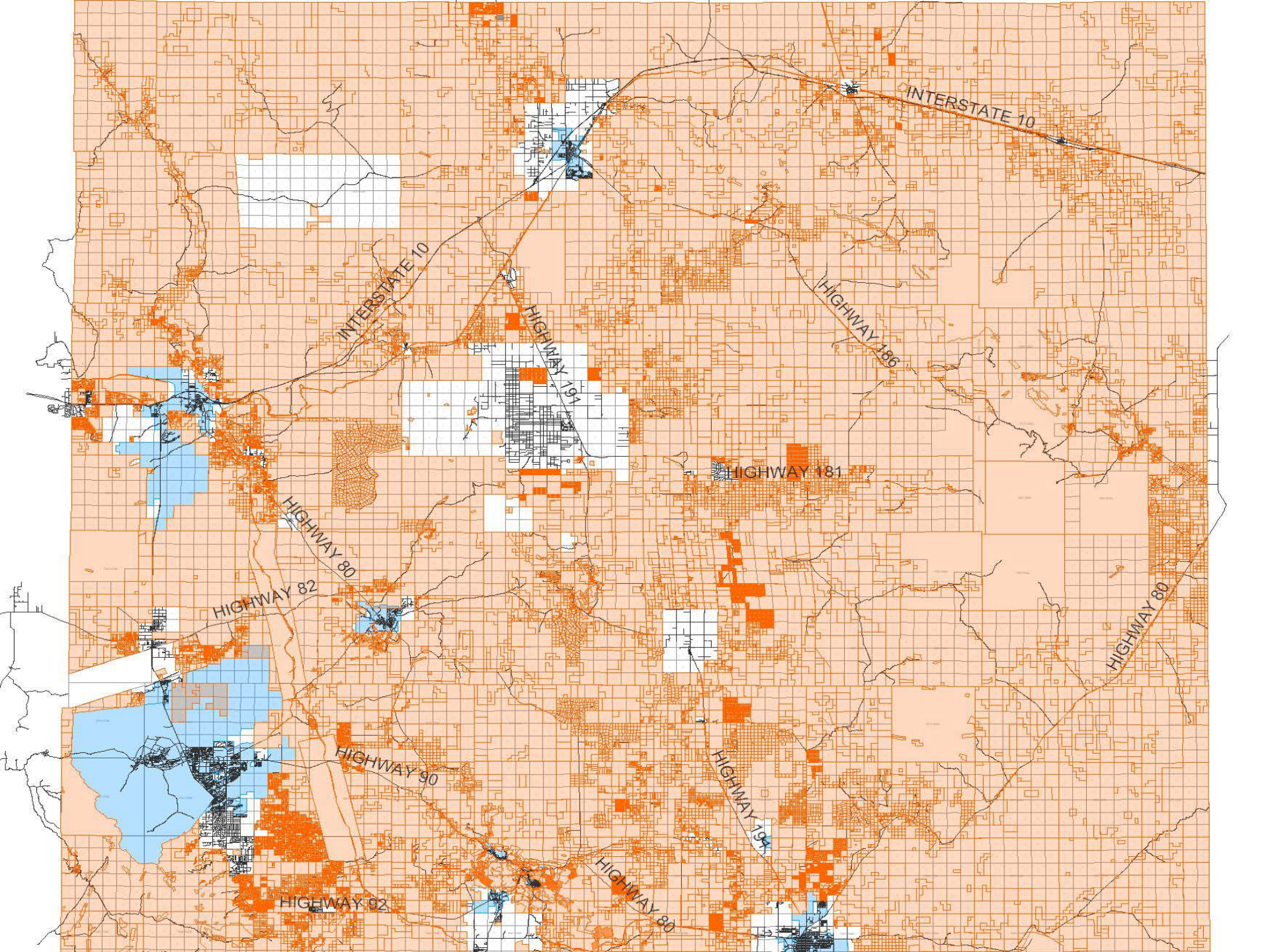
* 40 acres with 300’ setback = **11.89** acres of buildable land
* 40 acres with 100’ setback = **28.8** acres of buildable land



Recommendation

July 11, 2012 Planning and Zoning Commission forwarded this docket with a unanimous motion recommending approval (8-0).

Staff recommends **approval** of these Zoning Regulation Amendments.


INTERSTATE 10
INTERSTATE 10
HIGHWAY 191
HIGHWAY 186
HIGHWAY 181
HIGHWAY 80
HIGHWAY 82
HIGHWAY 80
HIGHWAY 90
HIGHWAY 191
HIGHWAY 80
HIGHWAY 92

ZONING ORDINANCE 12-__

AMENDING THE COCHISE COUNTY ZONING REGULATIONS PERTAINING TO AGRICULTURE DEFINITIONS, USES, AND ESTABLISHING SITE DEVELOPMENT STANDARDS FOR THOSE USES

WHEREAS, Chapter 6, of Title 11 of the Arizona Revised Statutes gives the County Board of Supervisors the authority to adopt Zoning Regulations to address land use; and

WHEREAS, the Cochise County Board of Supervisors originally adopted Zoning Regulations in Cochise County pursuant to that authority in 1975, and has, with periodic modification, maintained them in effect since that time; and

WHEREAS, the Cochise County Board of Supervisors recognizes that amendments to the Zoning Regulations affect countywide land use patterns and therefore warrant careful consideration of regional impacts; and

WHEREAS, Article 2 of the Zoning Regulations currently defines agricultural uses; and

WHEREAS, on July 11, 2012, the Planning and Zoning Commission held a duly-noticed public hearing on the proposed amendments to the Zoning Regulations, hereby known as Docket R-12-02, and attached hereto as "Exhibit A," which redefine agricultural uses, add and amend certain definitions, and define site standards for those uses; and

WHEREAS, on August 14, 2012, the Board of Supervisors held a duly-noticed hearing on the amendments and found them to be in the public interest,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Cochise County Zoning Regulations be amended to redefine agricultural uses, add and amend certain definitions, and define site standards for those uses as provided in "Exhibit A," attached hereto.

APPROVED AND ADOPTED this 14th day of August, 2012, by the Cochise County Board of Supervisors in formal session.

_____
Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Adam Ambrose
Civil Deputy County Attorney

ATTACHMENT "A"

Article 2 (Definitions):

Agriculture, General - A tract containing a minimum of 5 contiguous commercial acres which is being used for the production of farm, garden, or orchard crops, or the grazing or raising of farm animals, including feeding pens that are incidental and subordinate to a grazing operation. Examples of commodities produced include vegetables, fruit trees, grapes, cotton, grain, poultry, horses, cattle, sheep and swine. The term "general agriculture" includes such uses as the necessary treatment, packing or storage of farm products produced on premises, the sale of any farm crops or livestock raised on premises, and any signs, structures, or fences utilized for agricultural functions. By statute "general agriculture" includes dairy operations, including areas designated for raising heifers and bulls owned by the same dairy operation that is on property contiguous to the dairy operation or within one-quarter of a mile. It does not include signs advertising off-premise facilities, junkyards, other retail sales, manufacturing, any non-agricultural service~~s~~, stockyards, slaughterhouse/~~s,~~ meat packing plants, commercial pen feeding, production wineries, bone yards, plants for the reduction of animal matter, poultry feeding operations, or agricultural processing plants.

Agricultural Processing Services – Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity. Agricultural processing services do not include slaughterhouse/meat packing plants, commercial feedlots, bone yards, or facilities for the reduction of animal matter.

Onsite Agricultural Processing Services – An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site.

Delete the following:
Meat Cutting and Butchering –A service consisting of the cutting up of meat for sale, but not the killing or slaughtering of live animals, a slaughterhouse or meatpacking plant.
Replace with the following:
Custom Butchering/Meat Curing/Processing – The cutting up, curing, and processing of meat, to include on-site butchering, operating under the Arizona Department of Agricultural slaughter license for more than 45 head and not to exceed 150 head of cattle and more than 45 head and not to exceed 160 head of sheep, goats, or swine in one calendar year.

Feedlot Commercial – A feeding operation on a parcel of land where livestock are maintained in a corral, pen, or other area on a sustained basis, where feed is brought on the parcel, and where the concentration of animals is regulated by the ADEQ Concentrated Animal Feeding Operations per A.A.C. R-18-9-A901. It is operated for the primary purpose of feeding and fattening animals for direct or eventual shipment to market or

slaughter. Pastures used for the grazing of livestock and feeding pens for livestock are not considered commercial feedlots.

Restaurants, Bars, Taverns, Nightclubs and Off-site Winery Tasting Rooms – An establishment which prepares and serves food and/or beverages on a commercial basis and may include entertainment.

Slaughterhouse/Meat Packing Plant – A facility for the slaughtering, refining, processing, storage and distribution of animals and animal byproducts.

Winery, Farm – An on-site agricultural processing service in which grapes grown on-site are processed into wine, not to exceed 40,000 gallons per year.

Winery, Production – An agricultural processing service in which grapes grown on-site or off-site are processed into wine, in quantities greater than 40,000 gallons per year.

Winery Tasting Room – A building or portion thereof, subordinate in size and accessory to a Farm or Production Winery operation, in which wine may be sampled for purchase. A Winery Tasting Room may also include incidental retail sales of wine and related products.

Article 6 (RU, Rural Zoning District): Add to Permitted Principal Uses:

603.17 On-site agricultural processing with 100-foot minimum setback.

603.18 Custom butchering/meat curing/processing with a 100-foot minimum setback.

603.19 Ag-Processing with a 300-foot minimum setback.

Delete from Special Uses:

607.20 Meat Cutting or butchering operations.

Add to Special Uses:

607.20 Custom butchering/meat curing/processing with less than a 100-foot minimum setback.

607.55 On-Site agricultural processing with less than a 100-foot minimum setback.

607.57 Ag-Processing with less than a 300-foot minimum setback.

ARTICLE 12 – GENERAL BUSINESS DISTRICT: Delete from Permitted Principal Uses:

1202.34 Meat-cutting and Butchering shops.

ATTACHMENT "A" (Continued)

Add to Permitted Principal Uses:

1202.34 Custom Butchering/meat curing/processing.

ARTICLE 13 – LIGHT INDUSTRY DISTRICT

Delete from Permitted Principal Uses:

1302.23 Meat cutting and butchering shops.

Add to Permitted Principal Uses:

1302.23 Custom butchering/meat curing/processing.

1302.40 On-site Agricultural processing.

1302.41 Ag-Processing with a 300-foot minimum setback.

1302.42 Slaughterhouse/meat packing plants with a 300-foot minimum setback.

Add to Special Uses:

1305.18 Commercial feedlots.

1305.19 Ag-processing with less than a 300-foot minimum setback.

1302.42 Slaughterhouse/meat packing plants with less than a 300-foot minimum setback.

ARTICLE 14 – HEAVY INDUSTRY DISTRICT

Remove from Permitted Principal Uses:

1402.11 Meat cutting and butchering shops.

Add to Permitted Principal Uses:

1402.11 Custom butchering/meat curing/processing.

1402.29 On Site Agricultural Processing.

1402.30 Commercial feedlots with a 300-foot minimum setback.

1402.31 Slaughterhouse/meat packing plants with a 300-foot minimum setback.

1402.32 Ag-Processing with a 300-foot minimum setback.

ATTACHMENT "A" (Continued)

Add to Special Uses:

1405.13 Commercial Feedlots with less than a 300-foot minimum setback.

1405.09 Slaughterhouse/Meat Packing Plants/Meat Packing Plants with less than a 300-foot minimum setback.

1405.10 Ag-Processing with less than a 300-foot minimum setback.

ARTICLE 18 – SITE DEVELOPMENT STANDARDS

1804.05 Schedule of Required Off-Street Parking

Use

COMMERCIAL/OFFICE
Restaurants, Bars, Taverns, Nightclubs, Winery Tasting Rooms

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

The Cochise County Planning and Zoning Commission hereby gives notice that a Public Hearing will be held at or after 4:00 p.m. on Wednesday, July 11, 2012 at 1415 Melody Lane, Building G, Bisbee, Arizona, to consider the following:

Docket R-12-02: The Planning and Zoning Commission will consider and forward to the Board of Supervisors recommendations on proposed amendments to Article 2, Article 6, and Article 18 of the Cochise County Zoning Regulations redefining agricultural uses by clarifying high and low impact uses, as well as proposing changes to the setback requirements for agricultural processing. These proposed amendments are intended to relieve certain permitting and/or code requirements where possible.

Details of the above docket are on file in the office of the Cochise County Planning Department, 1415 Melody Lane, Bisbee, Arizona, Building E, and may be examined during office hours (Monday through Friday, 8 a.m. to 5 p.m.). Questions or comments may be directed to Senior Planner, Beverly Wilson at 520-432-9240, or at bjwilson@cochise.az.gov. All persons interested in said matter may appear at said public hearing at said time and place and show cause, if any they have, why said amendments should or should not be approved.

If the above docket has not been heard by the Planning and Zoning Commission by 8 p.m. at the July 11th meeting, the public hearing regarding this proposed amendment may be continued to a later date at the Chair's discretion.

If the Commission makes a recommendation, the docket will be heard before the Board of Supervisors on Tuesday, August 14, at or after 10:00 a.m. at 1415 Melody Lane, Building G, in Bisbee, Arizona.

Dated June 18, 2012
Jim Lynch, Chairman, Cochise County Planning and Zoning Commission

Publish: Bisbee Observer
Publish: No later than June 21, 2012

Public Hearings 22.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 08/14/2012

Docket TUP-12-01 (Western Junction)

Submitted By: Keith Dennis, Community Development

Department:	Community Development	**Division:**	Planning
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Keith Dennis	**TITLE of PRESENTER:**	Senior Planner
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable): TUP-12-01 (Western Junction)

Information

Agenda Item Text:

Adopt Resolution 12-33 to approve Docket TUP-12-01, a request for a Temporary Use Permit requiring Board approval for the Western Junction Bar & Grill, Parcel 103-88-002B, located at 5838 Double Adobe Road in McNeal, AZ.

Background:

MEMORANDUM

TO: Board of Supervisors
FROM: Keith Dennis, Senior Planner
SUBJECT: Docket TUP-12-01 (Western Junction)
DATE: August 3, 2012, for the August 14, 2012 Meeting
REQUEST FOR A TEMPORARY USE PERMIT REQUIRING BOARD OF SUPERVISORS' APPROVAL
The Applicant has applied for a Temporary Use Permit for two consecutive events, from October 26th to November 3, 2012. Section 1817.03.F requires that events of public interest of greater frequency of once per three months be subject to approval by the Board of Supervisors at a public hearing.

The subject property is the Western Junction Bar & Grill, Parcel No. 103-88-002B, located at 5838 Double Adobe Road in McNeal, AZ. The Applicant is Crystal Miller, proprietor.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING USES
Size: 10.59 Acres
Zoning: RU-4 (Rural)
Growth Area: Category D
Plan Designation: Rural
Area Plan: None Applicable
Existing Uses: Western Junction Bar & Grill
Proposed Uses: Unchanged
Surrounding Zoning
Relation to Subject Parcel Zoning District Use of Property
North RU-4 Ranch Land

South RU-4 Double Adobe Road, Rural Residential
East RU-4 Double Adobe Road, Rural Residential
West RU-4 Rural Residential

II. BACKGROUND

The Western Junction Bar and Grill in Double Adobe is home to an increasing number of special events throughout the year. Crystal Miller, owner and proprietor of the establishment, has filed for two temporary use permits for such events this year: in May for a Cinco de Mayo event, and again in July. The latter permit actually concerns two events, which are scheduled to take place within the same week: a “Biker Rodeo” charity event from October 26th – 27th and an outdoor music festival called “Dysfunction at the Junction” November 1st – 3rd. The charity “Biker Rodeo” event is scheduled from 2pm to 3am on Friday, October 26th, and from 8am to 3am on Saturday, October 27th.

The second event is described as an outdoor music festival called “Dysfunction at the Junction.” This event would be held from 2pm to 2am, from Thursday, November 1st, through Saturday, November 3rd.

Not counting time for setup and dismantling, these two events would occur within an eight-day period. Due to the close proximity of these events to each other, staff is processing these two separate events under one Temporary Use Permit (TUP). However, Section 1817.03.F of the Zoning Regulations states that:

3. Maximum length of temporary use permit on a specific parcel that is not occupied by a community park, community center, or school shall be 7 days, including set-up time, within any 3-month period; and

6. Longer events of public interest up to 6 consecutive weeks within a 6-month period may be allowed, subject to approval by the Board of Supervisors. Upon receipt of a completed application, the Planning Director shall submit it to the Board of Supervisors for consideration and action.

Because the consecutive events would take place over an eight-day period, and because permitting the events would mean allowing three such events within a six-month period, staff determined that the request should be brought to a public hearing before the Board of Supervisors.

The Applicant intends to hold more such events in the future; the Biker Rodeo and the music festival, for instance, are intended to be annual events. Staff therefore advised Ms. Miller to apply for a Special Use Permit for Outdoor Recreation and Guest Lodging (for incidental camping activities primarily associated with these events). This has been done, and the Special Use request will be considered by the Planning Commission in September (Docket SU-12-11). As part of this Docket, the Planning Commission will consider the longer-term implications of such regular events, such as off-site impacts relative to traffic, lighting and other impacts.

III. PUBLIC COMMENT

Section 1817 requires that TUP hearings be legally noticed and the property posted 15 days prior to the date of the hearing. Property owner notice within 300 feet of the subject parcel is also required. Staff published a legal notice in the Bisbee Observer on July 26th , posted the property on July 31st, and notified neighbors as required. To date, staff has received favorable correspondence from two neighboring property owners indicating support for the request.

IV. SUMMARY AND RECOMMENDATION

As discussed above, this Temporary Use Permit request, like those in the past, would typically be processed administratively; should the Board approve the request, the permit will be processed as would any other such request. The frequency of such events is indicative of the success of an expanding business, which enjoys some support from neighbors. In order to ensure that special events be permitted in the future, the Applicant has engaged the Special Use process.

Staff recommends approval of Docket TUP-12-01, without condition.

V. ATTACHMENTS
A. Permit Application and related materials
B. Location Map
C. Legal Notice
D. Public Comment

Department's Next Steps (if approved):

If the Board approves the Docket, the next step would be for the Chairman to sign Resolution 12-__, whereupon the Planning staff will complete the processing and issuance of the Temporary Use Permit.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Docket, the two events proposed as part of the Temporary Use Permit request will not take place.

To BOS Staff: Document Disposition/Follow-Up:

If the Chairman signs the Resolution, please record the same and return a copy to the Planning Department, attn. Keith Dennis.

Attachments

Resolution CD PL Approval of Request for TUP Requiring Board Approval -TUP-12-01

Final Resolution_TUP

TUP-12-01 Staff Memo and Attachments

TUP-12-01 Powerpoint

RESOLUTION NO. 12-___

APPROVAL OF REQUEST FOR TEMPORARY USE PERMIT REQUIRING BOARD APPROVAL, DOCKET NO. TUP-12-01, PARCEL NO. 103-88-023

WHEREAS, special events of the public interest are allowed by Temporary Use Permits in Cochise County; and

WHEREAS, special events requiring a Temporary Use Permit not exceeding seven days are subject to administrative approval; and

WHEREAS, the Cochise County Zoning Regulations, Section 1817.F, requires that events of greater frequency than one per three-month period be allowed by the Board of Supervisors, after a duly noticed public hearing; and

WHEREAS, the above-referenced Temporary Use Permit request concerns two events taking place over an eight-day period, thus requiring approval by the Board; and

WHEREAS, the Community Development Department completed all legal noticing, notification to neighboring property owners, and posting of the subject property as proscribed by Section 1817.F.6; and

WHEREAS, The Board of Supervisors believes that the request is justified,

NOW, THEREFORE, BE IT RESOLVED that the Temporary Use Permit requested per Docket TUP-12-01, Parcel No. 103-88-002B, located at 5838 Double Adobe Road in McNeal, AZ, is hereby approved.

PASSED AND ADOPTED this _____ day of _____, 2012.

_____
Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson, Chief Civil
Deputy County Attorney

RESOLUTION NO. 12-___

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Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson, Chief Civil
Deputy County Attorney

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

MEMORANDUM

TO: Board of Supervisors

FROM: Keith Dennis, Senior Planner

SUBJECT: Docket TUP-12-01 (Western Junction)

DATE: August 3, 2012, for the August 14, 2012 Meeting

REQUEST FOR A TEMPORARY USE PERMIT REQUIRING BOARD OF SUPERVISORS' APPROVAL

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Size: 10.59 Acres

Zoning: RU-4 (Rural)

Growth Area: Category D

Plan Designation: Rural

Area Plan: None Applicable

Existing Uses: Western Junction Bar & Grill

Proposed Uses: Unchanged

Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-4	Ranch Land
South	RU-4	Double Adobe Road, Rural Residential
East	RU-4	Double Adobe Road, Rural Residential
West	RU-4	Rural Residential

II. BACKGROUND

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in July. The latter permit actually concerns two events, which are scheduled to take place within the same week: a "Biker Rodeo" charity event from October 26th – 27th and an outdoor music festival called "Dysfunction at the Junction" November 1st – 3rd. The charity "Biker Rodeo" event is scheduled from 2pm to 3am on Friday, October 26th, and from 8am to 3am on Saturday, October 27th.

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Staff recommends approval of Docket TUP-12-01, without condition.

V. ATTACHMENTS

A. Permit Application and related materials
B. Location Map
C. Legal Notice
D. Public Comment

COCHISE COUNTY JOINT PERMIT APPLICATION

Cochise County Community Development, 1415 Melody Ln., Bldg. E, Bisbee, AZ 85603 (520) 432-9240. Fax (520) 432-9278, www.cochise.az.gov

PLEASE PRINT OR TYPE PARTS A-F BELOW

PART A: DESCRIPTION OF PROPERTY

Tax Parcel Identification # 103-88-002B

Subdivision _____

Site Location/Address/City 5838 Dobby Adobe Rd, McNeal

Property Owner Name Crystal Miller

Mailing Address/City/Zip Code 8527 E Nevada Dr Hereford 85615

Name of Applicant (if not property owner) Crystal Miller

Mailing Address/City/Zip Code SAME

Contact Person Crystal Miller Phone Number 508-8736

Email Countryfriedcyncut@gmail.com Fax Number _____

PART B: PROPOSED PROJECT Biker Rodeo + 3 day Music Dysfunction @ the Junction, camping Oct 26 + 27 Nov 1,2,3 2pm-12:00AM

Replacement Manufactured Home Yes ☐ No ☒ Year of Manufactured Home _____

Gross Floor Area of Proposed Project _____ Structure Height _____

Estimated Value of Proposed Project _____ If constructing an addition/improvement to existing structure, what is the assessed value of existing structure? _____

PART C: HEALTH SERVICES SECTION

1. Sewer ☐ or Septic System ☒
   TO BE COMPLETED IF ON SEPTIC SYSTEM ONLY:
   Septic System: New ☐ Existing ☒ No. of Bedroom(s)/Den(s) _____
   Indicate who will perform work: Owner ☐ Contractor ☐
   If contractor, list name and license # _____
2. Water Supply: Public ☐ Community Well ☐ Private Well ☐

PART D: FLOODPLAIN SECTION

1. Will watercourse be altered/relocated as a result of proposed use? Yes ☐ No ☒
2. Proposed wash crossing: Bridge ☐ Culvert ☐ Dip ☐ Fill ☐ None ☐
3. If alteration or wash crossing, explain on site plan and note if Temporary ☐ or Permanent ☐
4. Any washes within 300' of the project? Yes ☐ No ☒

PART E: HIGHWAY RIGHT-OF-WAY SECTION

1. Are any of the following existing on your property?
   Electricity ☒ TV Cable ☐ Telephone ☒ Sewer ☐ Gas ☐ Culvert ☐ Driveway ☐
2. Installation to property required:
   Electricity Underground ☐ Overhead ☐ TV Cable Underground ☐ Overhead ☐
   Telephone ☐ Sewer ☐ Gas ☐ Culvert ☐ Driveway ☐ Water Line ☐
   Other _____

PART F: CERTIFICATION SIGNATURE

I hereby certify that I am the owner or duly authorized owner's agent and that all information on this application and the attached site plan is accurate. I understand that if any of this information is false, it may be grounds for revocation of this permit. I further certify that I will comply with all County, State and Federal regulations applicable to said property, and **acknowledge that I am not authorized to begin work until I have received a numbered permit.** I FURTHER AUTHORIZE COUNTY EMPLOYEES AND APPROPRIATE REGULATORY AGENCIES TO ENTER ONTO SAID PROPERTY TO MAKE REASONABLE INSPECTIONS FOR COMPLIANCE.

Signature Crystal Miller Date: 7/2/12

REVISED September 2011

FOR DEPARTMENTAL USE ONLY

Assigned County Address _____

Building Code ~~☒~~ Construction Plans submitted: Yes ☐ No ☒ ~~SV Sub-Watershed ☐~~

~~Owner Built: Limited ☐ Non Code ☐~~ Hubbard Zone ☐ ~~Tombstone Aqueduct ☐~~ BSI ☐

Growth Area D Plan Designation Rural Tn. 23 Rg. 25 Sec. 9

Zoning District RU-4 Map Ref. MV Supervisor District 2

Flood Zone X Panel # 2550F Panel Date 8-28-08

Lot Area 10.87ac Setbacks: N _____ S _____ E _____ W _____

PERMIT PROCESSING INFORMATION

Right-of-Way	Rev. By: _____	Date _____	Permit Required Y☐ N☐
Flood Control	Rev. By: _____	Date _____	Permit Required Y☐ N☐
Health Services	Rev. By: _____	Date _____	Permit Required Y☐ N☐
RAD	Rev. By: _____	Date _____	Review Required Y☐ N☐

Permit Type	Permit No.	Date Received	Fee	Receipt No.	Description
Bldg Code					
Bldg Code					
Bldg Code					
Non-Bldg Code					
Non-Bldg Code					
Manufactured Home/FBB					
Health					
Right-of-Way					
Flood Control					
RAD					
Review (Res/Comm)					
Surcharge/ Other (specify)					
Other (specify)	12-913	7-18-12	30.00	13-073	Temp Event
Total					

Permit approved for issuance by Permit Coordinator

Signature: _____ Date: _____

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

COMMUNITY DEVELOPMENT DEPARTMENT
COMMERCIAL USE/BUILDING PERMIT/SPECIAL USE PERMIT QUESTIONNAIRE
(TO BE PRINTED IN INK OR TYPED)

TAX PARCEL NUMBER: 103-88-002B

APPLICANT: Crystal Miller

MAILING ADDRESS: 8827 E Nevada Dr.

CONTACT TELEPHONE NUMBER: (520) 508-8736

PROPERTY OWNER (IF OTHER THAN APPLICANT): _____

ADDRESS: _____

_____

DATE SUBMITTED: 7/2/12

Special Use Permit Public Hearing Fee (if applicable) $_____
Building/Use Permit Fee $_____
Total paid $_____

PART ONE - REQUIRED SUBMITTALS

1. Cochise County Joint Application (attached).

2. Questionnaire with all questions completely answered (attached).

3. A minimum of (9) copies of a site plan drawn to scale and completed with all the information requested on the attached Sample Site Plan and list of Non-residential Site Plan Requirements. **(In addition, if the site plan is larger than 11 x 17 inches, please provide one reduced copy.)**

4. Proof of ownership/agent. If the applicant is not the property owner, provide a notarized letter from the property owner stating authorization of the Commercial Building/Use/Special Use Application.

5. Citizen Review Report, if special use.

6. Proof of Valid Commercial Contractor's License. (Note: any building used by the public and/or employees must be built by a Commercial Contractor licensed in the State of Arizona.)

7. Hazardous or Polluting Materials Questionnaire, if applicable.

OTHER ATTACHMENTS THAT MAY BE REQUIRED DEPENDING ON THE SCOPE OF THE PROJECT

1. Construction Plans (possibly stamped by a licensed Engineer or Architect)
2. Off-site Improvement Plans
3. Soils Engineering Report
4. Landscape Plan
5. Hydrology/Hydraulic Report
6. Traffic Impact Analysis (TIA): **Where existing demonstrable traffic problems have already been identified such as high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant may be required to submit additional information on a TIA.**
7. Material Safety Data Sheets
8. Extremely Hazardous Materials Tier Two Reports
9. Detailed Inventory of Hazardous or Polluting Materials along with a Contingency Plan for spills or releases

The Commercial Permit Coordinator/Planner will advise you as soon as possible if and when any of the above attachments are required.

PART TWO - QUESTIONNAIRE

In the following sections, thoroughly describe the proposed use that you are requesting. **Attach separate pages if the lines provided are not adequate for your response.** Answer each question as completely as possible to avoid confusion once the permit is issued.

SECTION A - General Description (Use separate sheets as needed)

1. What is the existing use of the property? Bar + Grill

2. What is the proposed use or improvement? Biker Rodeo Event and Outdoor Music "Dysfunction @ the Junction" Camping

3. Describe all activities that will occur as part of the proposed use. In your estimation, what impacts do you think these activities will have on neighboring properties? Music, dancing, eating, camp, drinking, bike games. None - same as everyday use

4. Describe all intermediate and final products/services that will be produced/offered/sold.

Event Merchandise, food, drinks, prizes,

5. What materials will be used to construct the building(s)? (Note, if an existing building(s), please list the construction type(s), i.e., factory built building, wood, block, metal)

None

6. Will the project be constructed/completed within one year or phased? One Year 4
Phased ___ if phased, describe the phases and depict on the site plan.

7. Provide the following information (when applicable):

A. Days and hours of operation: Days: 10-26+27 | 11-1, 2+3 Hours (from 8 AM to 3 ~~PM~~ AM)

B. Number of employees: Initially: 8 +/- Future: 15 +/-
Number per shift Seasonal changes ___

C. Total average daily traffic generated:

(1) How many vehicles will be entering and leaving the site?

50 - 800

(2) Total trucks (e.g., by type, number of wheels, or weight)?

N/A

(3) Estimate which direction(s) and on which road(s) the traffic will travel from the site?

East + West

(4) If more than one direction, estimate the percentage that travel in each direction?

50/50

(5) At what time of day, day of week and season (if applicable) is traffic the heavies?

Late afternoon - Evening

D. Circle whether you will be on public water system or private well. If private well, show the location on the site plan.
Estimated total gallons of water used: per day _____ per year_____

E. Will you use a septic system? Yes X No ___ If yes, is the septic tank system existing? Yes X No ___
Show the septic tank, leach field and 100% expansion area on the site plan.

F. Does your parcel have permanent legal access*? Yes X No ___
If no, what steps are you taking to obtain such access?

_____

_____

*Section 1807.02A of the Cochise County Zoning Regulations stipulates that no building permit for a non-residential use shall be issued unless a site has permanent and direct access to a publicly maintained street or street where a private maintenance agreement is in place. Said access shall be not less than twenty (20) feet wide throughout its entire length and shall adjoin the site for a minimum distance of twenty (20) feet.

Does your parcel have access from a (check one):
____private road or easement**
__X__County-maintained road
____State Highway

**If access is from a private road or easement provide documentation of your right to use this road or easement and a private maintenance agreement.

G. For Special Uses only - provide deed restrictions that apply to this parcel if any.
Attached _____ NA X

H. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water		
Sewer/Septic		
Electricity		
Natural Gas		
Telephone		
Fire Protection		

SECTION B - Outdoors Activities/Off-site Impacts

1. Describe any activities that will occur outdoors.

Music, Bike Games, Food, Drink, Vendors, Camping

2. Will outdoor storage of equipment, materials or products be needed? Yes ___ No X if yes, show the location on the site plan. Describe any measures to be taken to screen this storage from neighboring properties.

3. Will any noise be produced that can be heard on neighboring properties? Yes X No ___ if yes; describe the level and duration of this noise. What measures are you proposing to prevent this noise from being heard on neighboring properties? Usual noise from day to day operations

4. Will any vibrations be produced that can be felt on neighboring properties? Yes ___ No X if yes; describe the level and duration of vibrations. What measures will be taken to prevent vibrations from impacting neighboring properties?

5. Will odors be created? Yes ___ No X If yes, what measures will be taken to prevent these odors from escaping onto neighboring properties?

6. Will any activities attract pests, such as flies? Yes ___ No X If yes, what measures will be taken to prevent a nuisance on neighboring properties?

7. Will outdoor lighting be used? Yes X No ___ If yes, show the location(s) on the site plan. Indicate how neighboring properties and roadways will be shielded from light spillover. Please provide manufacturer's specifications.

8. Do signs presently exist on the property? Yes ___ No X If yes, please indicate type (wall, freestanding, etc.) and square footage for each sign and show location on the site plan.

   A._____ B._____ C._____ D._____

9. Will any new signs be erected on site? Yes ___ No X If yes, show the location(s) on the site plan. Also, draw a sketch of the sign to scale, show the copy that will go on the sign and **FILL OUT A SIGN PERMIT APPLICATION** (attached).

10. Show on-site drainage flow on the site plan. Will drainage patterns on site be changed?
Yes ___ No X

If yes, will storm water be directed into the public right-of-way? Yes ___ No ___

Will washes be improved with culverts, bank protection, crossings or other means?
Yes ___ No X

If yes to any of these questions, describe and/or show on the site plan.

11. What surface will be used for driveways, parking and loading areas? (i.e., none, crushed aggregate, chipseal, asphalt, other) N/A

12. Show dimensions of parking and loading areas, width of driveway and exact location of these areas on the site plan. (See site plan requirements checklist.)

13. Will you be performing any off-site construction (e.g., access aprons, driveways, and culverts)?
Yes ___ No X If yes, show details on the site plan. **Note: The County may require off-site improvements reasonably related to the impacts of the use such as road or drainage improvements.**

SECTION C - Water Conservation and Land Clearing

1. If the developed portion of the site is one acre or larger, specific measures to conserve water on-site must be addressed. Specifically, design features that will be incorporated into the development to reduce water use, provide for detention and conserve and enhance natural recharge areas must be described. The Community Development Department, Planning, Zoning and Building Safety has prepared a *Water Wise Development Guide* to assist applicants. This guide is available upon request. If the site one acre or larger, what specific water conservation measures are proposed? Describe here or show on the site plan submitted with this application.

N/A

2. How many acres will be cleared? N/A
If more than one acre is to be cleared describe the proposed dust and erosion control measures to be used (Show on site plan if appropriate.) _____

SECTION D - Hazardous or Polluting Materials

Does the proposed use involve hazardous materials? These can include paint, solvents, chemicals and chemicals wastes, oil, pesticides, herbicides, fertilizers, radioactive materials, or biological agents. Engine repair, dry cleaning, manufacturing and all uses that commonly use such substances in the County's experience require completion of the attachment.

No X Yes _____ If yes, complete the attached Hazardous Materials Attachment. Engine repair, manufacturing and all uses that commonly use such substances in the County's experience also require completion of the attachment.

Applications that involve hazardous or polluting materials may take a longer than normal processing time due to the need for additional research concerning the materials' impacts. The Arizona Department of Environmental Quality (ADEQ) Compliance Assistance Program can address questions about Hazardous Materials (1-800-234-5677, ext. 4333.)

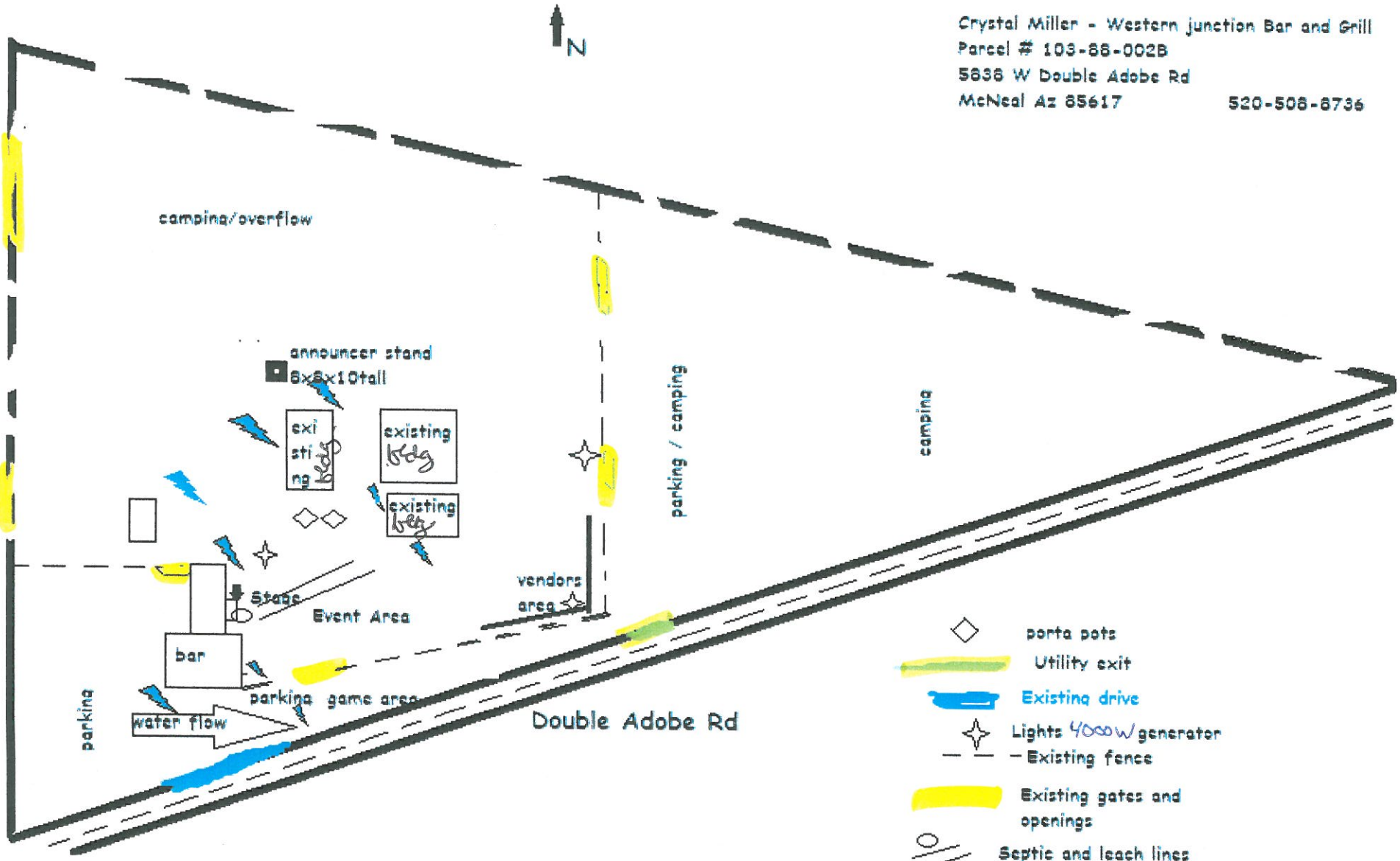
SECTION E - Applicant's Statement

I hereby certify that I am the owner or duly authorized owner's agent and all information in this questionnaire, in the Joint Permit Application and on the site plan is accurate. I understand that if any information is false, it may be grounds for revocation of the Commercial Use/ Building/ Special Use Permit.

Applicant's Signature Crystal M Mc

Date signed 7/2/12

Crystal Miller - Western junction Bar and Grill
Parcel # 103-88-002B
5838 W Double Adobe Rd
McNeal Az 85617 520-508-8736



~ Clean up will be done after each event

~ Water tanks will be used to control dust

Already permitted for clearing
No other areas will be changed

Southern Arizona Harley Riders MC
18th Annual
BIKER RODEO
Friday & Saturday
October 26/27, 2012
Western Junction Bar & Grill
(formerly Mike's Arena)
5838 Double Adobe Road
McNeal, AZ
(Just outside Bisbee)
FRIDAY
SATURDAY
Rowdy Johnson Band
RockUs
Gates open at
2pm Friday
8am Saturday
$15 per person
www.sahr.us
AMA
SAHR
SOUTHERN ARIZONA HARLEY RIDERS

5838 W DOUBLE ADOBE RD McNEAL, AZ 85615 INFO 520-432-2434

DYSFUNCTION AT THE JUNCTION

NOV 1ST 2ND AND 3RD

~~VARIOUS MUSICAL TALENTS EACH DAY BY:

Rick English

Rowdy Johnson

Thunder Mountain

Eagle Heart

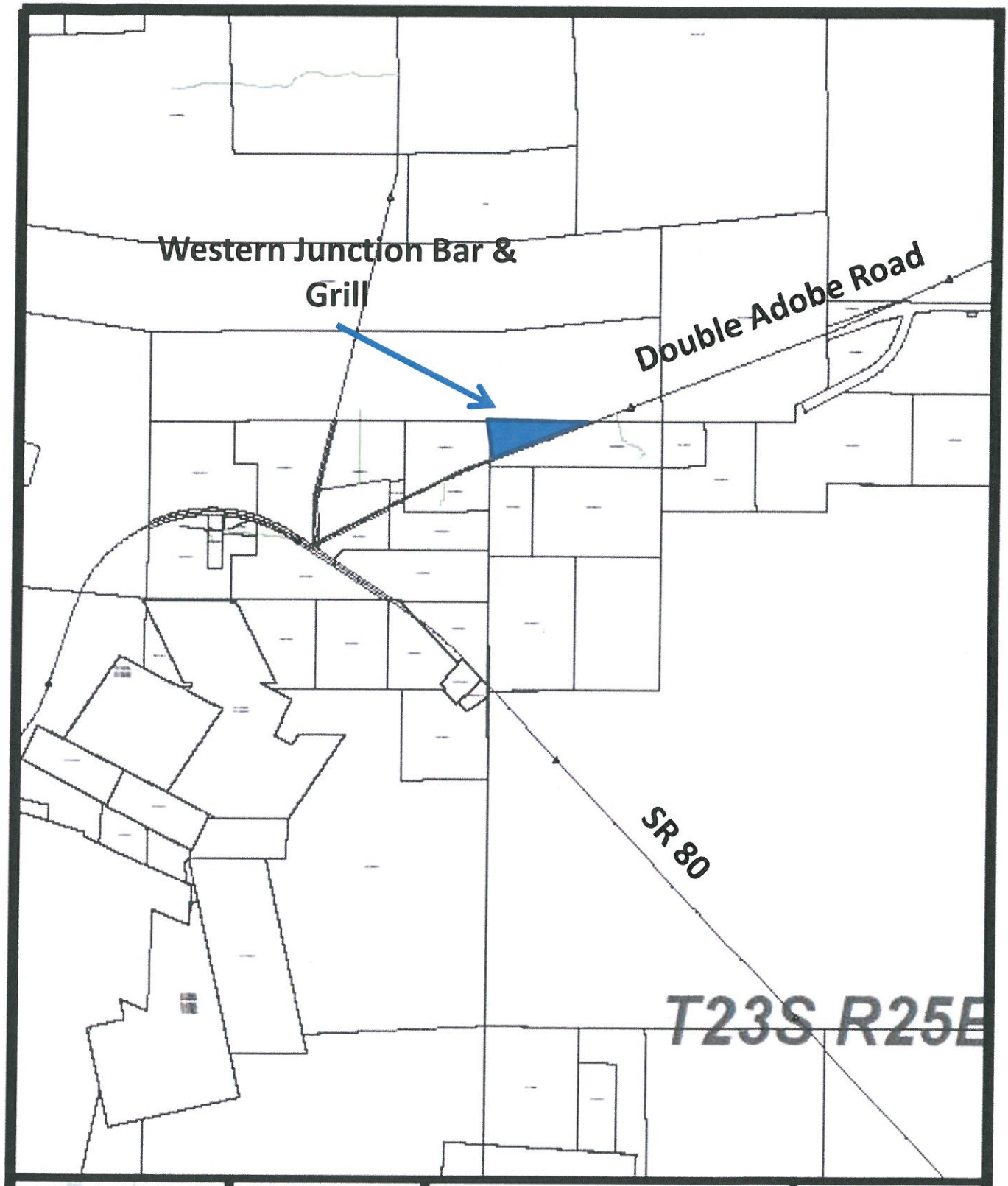
Frontier Justice

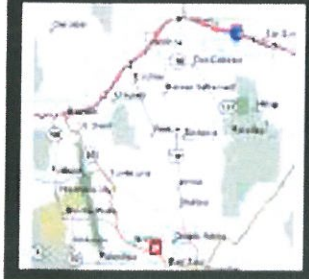
Outlaw Attitude

Rock Us

And SOOO Many More!!!

$10 per day... $20 for the Weekend ... $5 to dry Camp... 2pm-Midnight or later!!





COUNTY OF COCHISE
1881
ARIZONA

Docket TUP-12-01
(Western Junction)
Location Map

This map is a product of the
Cochise County GIS

This document is a graphic representation only of land available and that Cochise County assumes no responsibility for any errors.

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

The Cochise County Board of Supervisors hereby gives notice a public hearing will be held at or after 10:00 a.m., on Tuesday, August 14, 2012 at the Cochise County Board of Supervisors Hearing Room, at 1415 Melody Lane, Building G, in Bisbee, Arizona, to consider the following:

Docket TUP-12-01 (Western Junction): The Applicant, Crystal Miller of the Western Junction Bar & Grill, proposes to host two temporary events. The first is charity event ("Biker Rodeo") which will be held on October 26th and 27th. The second is an outdoor concert ("Dysfunction at the Junction") proposed for November 1 – 3. Per Section 1817.03.F of the Zoning Regulations, no more than one such event is allowed in within a 3-month period, unless the Board of Supervisors approves the request at a public hearing.

The subject parcel (103-88-002B) is located at 5838 Double Adobe Road in McNeal, AZ. It is further described as being situated in Section 9 of Township 23, Range 25 East of the G&SRB&M, in Cochise County, Arizona.

Details of the above docket are on file in the Cochise County Planning Department and may be examined during office hours. Inquiries may be directed to Planner Keith Dennis by calling 520-432-9240, or by email to kdennis@cochise.az.gov. All persons interested in said matter may appear at the public hearing and show cause why the request should or should not be granted.

Dated July 19, 2012.
Richard Searle, Chairman, Board of Supervisors

Publish: *Bisbee Observer*
No later than July 26, 2012

Dennis, Keith

From: Sara Monson [monson.sara@hotmail.com]
Sent: Tuesday, July 31, 2012 9:12 AM
To: Dennis, Keith
Subject: western junction

Dear Mr. Dennis,

The request for docket TUP-12-01 (Western Junction) is okay with us. At this time we do not occupy our property so it would not be an inconvenience to us.

Sincerely,

Sara Monson

Docket TUP-12-01 (Western Junction)

X **YES**, I SUPPORT THIS REQUEST
Please state your reasons: its helping the community bringing in jobs to the area

_____ **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons: _____

(Attach additional sheets, if necessary)

PRINT NAME(S): _____ _____

SIGNATURE(S): _____ _____

YOUR TAX PARCEL NUMBER: 103-88-002B (the eight-digit identification number found on the tax statement from the Assessor's Office)

YOUR ADDRESS 10216 AXEHEAD DR HEREFORD AZ 85615

Upon submission of this form or any other correspondence, it becomes part of the public record and is available for review by the Applicant or other members of the public. **Written comments must be received by our Department no later than 4 PM on August 2, 2012 if you wish the Board to consider them before the August 14, 2012 meeting. We can not make exceptions to this deadline. However, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Board of Supervisors to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.**

COCHISE COUNTY
JUL 30 2012
PLANNING

RETURN TO: Keith Dennis
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603
Email: kdennis@cochise.az.gov

Docket TUP-12-01

A Request for Board of Supervisors Approval for Two Special Events

Board of Supervisors - August 14, 2012

Docket TUP-12-01 (Western Junction)

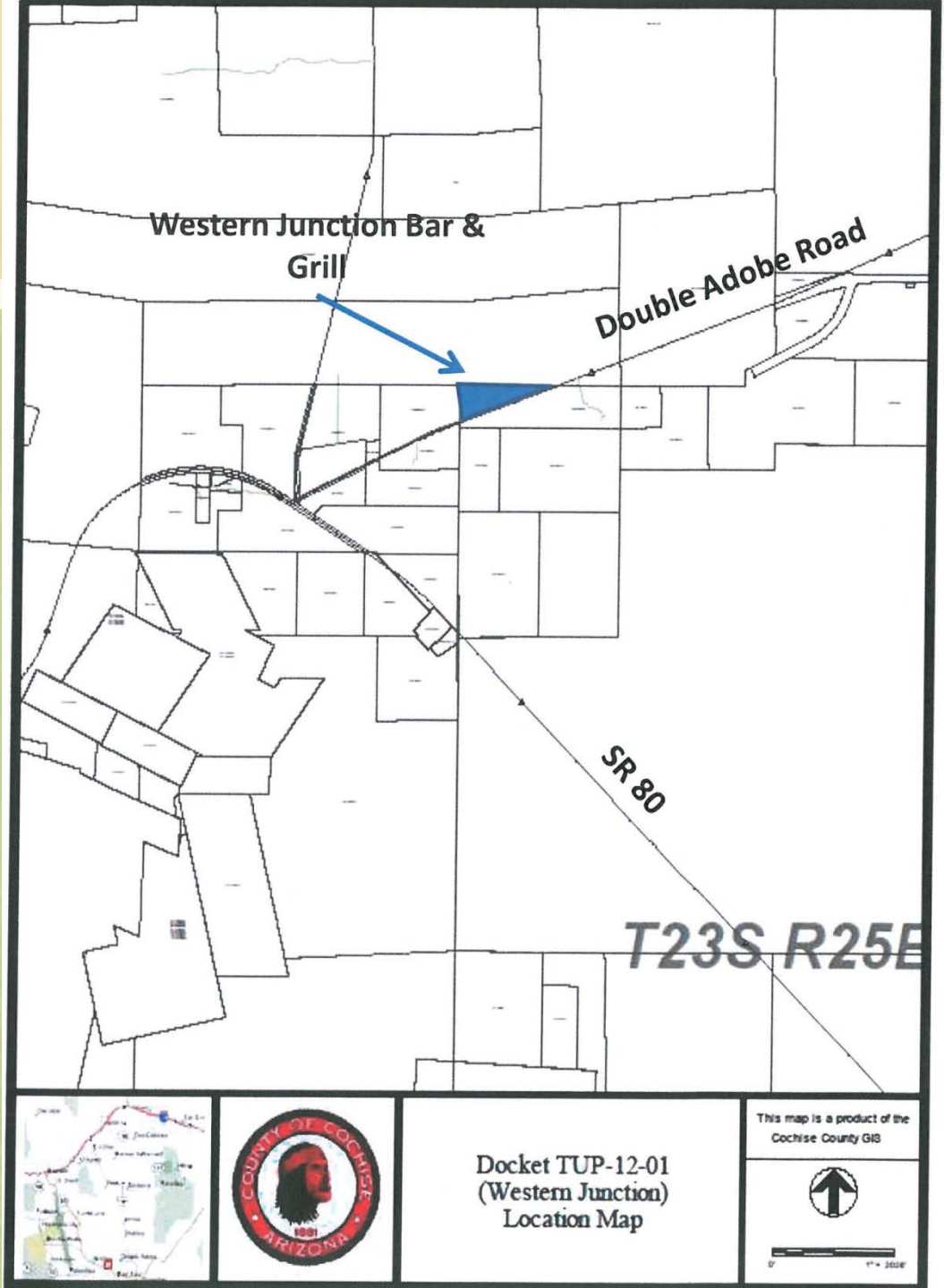
- Temporary Use Permit for two events (October 26 to November 3);
- Two events over 8-day period, or 6 months including Cinco de Mayo event;
- Section 1817.03.F requires public hearing before Board of Supervisors;
- Would otherwise be processed administratively.

Docket TUP-12-01 (Western Junction)

- More events planned;
- Special Use for Outdoor Recreation and Guest Lodging (dry camping) on Sept 12 Commission Agenda;
- The subject property is the Western Junction Bar & Grill, Parcel No. 103-88-002B, located at 5838 Double Adobe Road in McNeal, AZ;
- The Applicant is Crystal Miller, proprietor.

Location

The site is the Western Junction Bar & Grill, near the intersection of Double Adobe Road and SR 80, East of Bisbee.



Biker Rodeo

Southern Arizona Harley Riders MC
18th Annual
BIKER RODEO
Friday & Saturday
October 26/27, 2012
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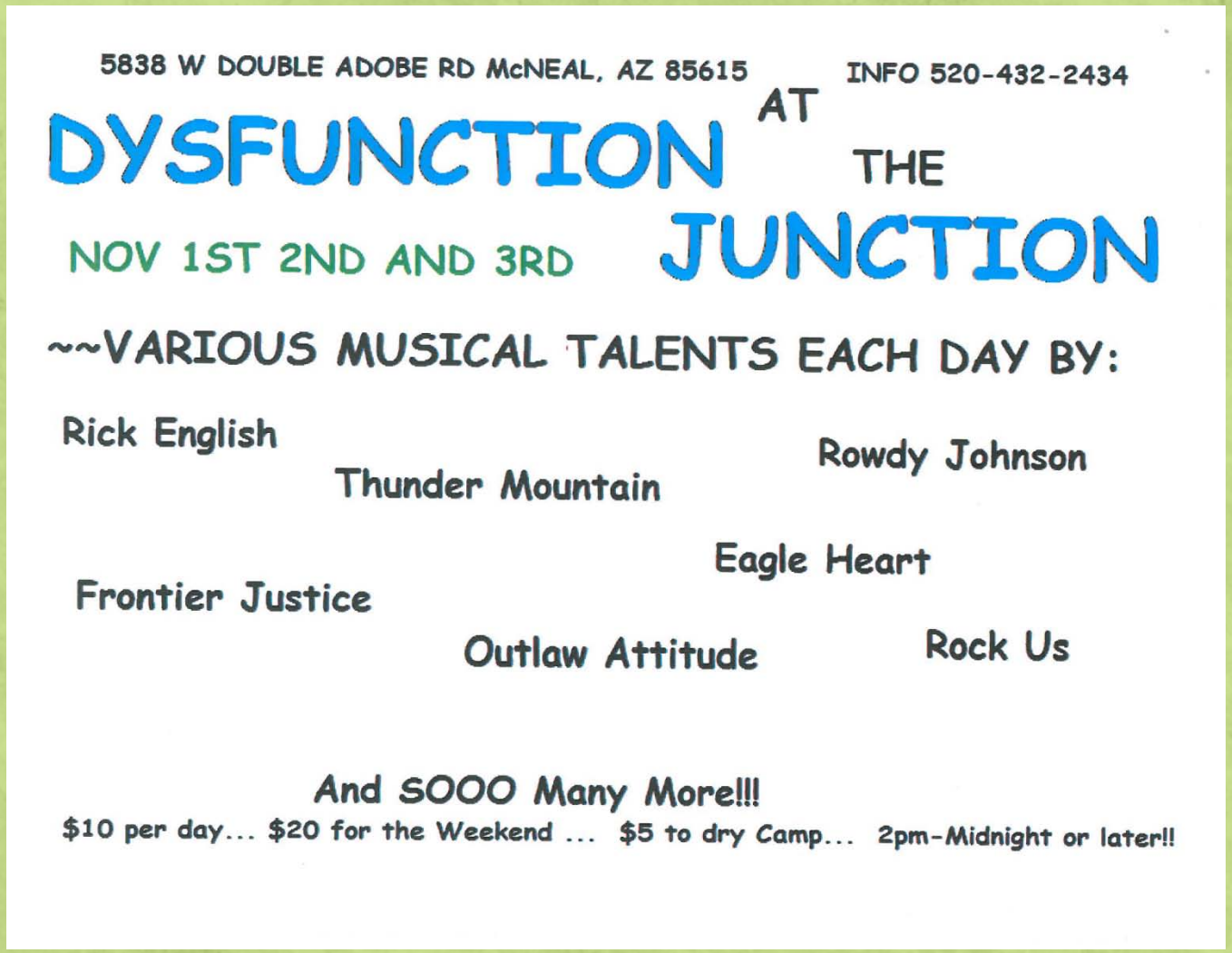
AMA
SAHR
Southern Arizona Harley Riders

Music Festival



Recommendation

Staff recommends approval of Docket TUP-12-01.

Action 23.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 08/14/2012

2013 Legislative Proposals

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Karen Riggs	**TITLE of PRESENTER:**	Interim Community Development Director
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve submission of the attached legislative proposals to the County Supervisors Association (CSA) for consideration to be included in the CSA legislative platform.

Background:

See two separate Executive Summaries attached, one for each of the two proposals.

Department's Next Steps (if approved):

Forward legislative proposals to CSA for consideration in CSA legislative platform.

Impact of NOT Approving/Alternatives:

Proposals will not be considered by CSA unless proposed by another party.

To BOS Staff: Document Disposition/Follow-Up:

Attachments

2012LegProposal_HighwayDeclaration

ExecutiveSummary_LegProposal_HighwayDeclaration

2012LegProposal_SubstandardRoadMaintenance

ExecutiveSummary_LegProposal_SubstandardRoadMaintenance

Ars28-6705And6706HistoricVersions

County Supervisors ASSOCIATION

2013 Legislative Policy Statement
8th Annual CSA Legislative Summit
Cochise County, AZ
October 1 - 3, 2012

A. What is the legislative proposal?

Restore the county's ability to manage public roads through abandoning established highways.

Suggested deleted language is shown in ~~red strikethrough~~ and added language is shown in ***red bold italicized***.

28-6701. Establishing, altering or abandon local highway

A. The board of supervisors may establish, alter or abandon a highway in the county and other legal subdivisions and acquire real property for these purposes by purchase, donation, dedication, condemnation or other lawful means.

B. A highway in the county or any other legal subdivision may be established or altered by the county engineer's recommendation or by presentation of a petition that is signed by ten or more resident taxpayers of the county to the board of supervisors or to the board of supervisors by the governing body of a legal subdivision, that requests that a highway be established or altered and that gives the highway's beginning, end, general course and direction. The board of supervisors may either reject the recommendation or petition or act on the recommendation or petition as prescribed by this article.

C. The board of supervisors may abandon or vacate these highways by resolution as provided in chapter 20, article 8 of this title, except that, notwithstanding section 28-7211, at least sixty days before the resolution is effective pursuant to section 28-7213, the board of supervisors shall give written notice by certified mail to the owners of the land abutting the highway or portion of the highway to be abandoned or vacated. ~~The board of supervisors shall not resolve to abandon or vacate a highway unless a majority of the owners of the land abutting the highway or portion of the highway approve of the action to abandon or vacate the highway.~~

D. The county engineer's recommendation process to establish or alter a highway as described in subsection B of this section does not apply to the abandonment of a road that was granted under revised statute 2477 (43 United States Code Section 932) that was enacted by the United States Congress in 1866.

B. Describe the policy problem and explain how the proposal solves it.

Historically the board of supervisors had the power to lay out, maintain, control and manage public roads within their jurisdiction pursuant to 11-251.4 and one process for managing public roads is provided per 28-6701 through 28-6703. Our county utilizes this process to abandon a highway establishment based on the greater public's need for circumstances such as re-alignment of a route for safety considerations or when the use of the route no longer serves its original purpose. In 2012 28-6701 was modified to require the consent of the majority of adjoining land owners if the establishment of a highway is to be abandoned. This change effectively stripped a power from the board of supervisors and gave control to a minority of the greater public.

The proposal solves this problem by restoring power to the board of supervisors. Property owner's input will remain part of the decision making process through certified mailing, newspaper advertisement and a public hearing. However the final determination as to the greater public's need will be transferred from a minority of constituents back to the elected representatives of the greater public.

C. What is the fiscal impact to the state or county budgets of the proposal?

No impact.

D. What is the preliminary analysis of the political environment and stakeholders' and affiliates' comments?

E. Who is the primary county contact information for the proposal (name, phone, email and other relevant information)?

Terry Couchenour, Right-of-way Agent II
520-432-9323
tcouchenour@cochise.az.gov

COCHISE COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
Highway and Floodplain

MEMORANDUM

DATE: August 9, 2012

TO: Board of Supervisors

THRU: Karen C. Riggs, P.E., Interim Director

FROM: Terry Couchenour, Right-of-way Agent II

SUBJECT: **2012 Legislative Proposal – Highway Declaration**

Recommendation: Staff recommends approval and forwarding of the attached legislative proposal to reinstate the Board's ability to vacate or abandon the establishment of a declared highway.

Background (Brief): In 2012 the process for establishing or vacating a declared county highway was modified per SB1040. Historically the Board of Supervisors had the power to lay out, maintain, control and manage public roads within their jurisdiction pursuant to 11-251.4 and one process for managing public roads is provided per 28-6701 through 28-6703. Our county utilizes this process to abandon a highway establishment based on the greater public's need for circumstances such as re-alignment of a route for safety considerations or when the use of the route no longer serves its original purpose. SB1040 modified this process to require the consent of the majority of adjoining land owners if the establishment of a highway is to be abandoned. This change effectively stripped a power from the Board and gave control to a minority of the greater public.

The proposal solves this problem by restoring power to the Board. Property owner's input will remain part of the decision making process through certified mailing, newspaper advertisement and a public hearing. However the final determination as to the greater public's need will be transferred from a minority of constituents back to the elected representatives of the greater public.

Fiscal Impact & Funding Sources: N/A

Next Steps/Action Items/Follow-up: Upon approval the legislative proposal will be forwarded to County Supervisors Association for further action.

Impact of <u>Not</u> Approving: If not approved the proposal to reinstate the Board ability to vacate unnecessary declared highway alignments will not be forwarded to the CSA.

County Supervisors ASSOCIATION

2013 Legislative Policy Statement
8th Annual CSA Legislative Summit
Cochise County, AZ
October 1 - 3, 2012

A. What is the legislative proposal?

Allow counties to maintain roads laid out, opened and constructed to adopted county standards and without cost to the county, regardless of whether or not the road is part of a platted subdivision.

Allow counties to designate substandard roads as "Primitive Roads" for roads opened prior to June 13, 1990.

Suggested deleted language is shown in ~~red strikethrough~~ and added language is shown in ***red bold italicized***.

28-6705. Public road and street maintenance

A. The board of supervisors may spend public monies for maintenance of public roads and streets other than legally designated state and county highways located without the limits of an incorporated city or town. Before spending public monies under this section, the roads or streets shall be both:
   1. Laid out, opened and constructed without cost to the county.
   2. Completed ~~pursuant to a plat approved pursuant to sections 11-802 and 11-822 and~~ in accordance with standard engineering road specifications adopted by the board of supervisors to ensure uniform compliance.

B. The board of supervisors may spend public monies for maintenance of public roads and streets ~~that were laid out, constructed and opened before June 13, 1990, or~~ that have been designated as primitive roads pursuant to section 28-6706, ~~subsection D,~~ even if the roads and streets were not constructed in accordance with subsection A of this section.

C. Maintenance of a public road or street does not include purchasing or laying cement. To reduce long-term maintenance costs for maintenance authorized by this section, the board of supervisors may spend monies to add rock products, gravel and processed materials to the base of the roads and streets. Petroleum based or nonpetroleum based products may be used in the maintenance and repair of unpaved roads, alleys and shoulders identified pursuant to section 9-500.04 or 49-474.01 or unpaved roads, alleys and shoulders in any county where the control officer as defined in section 49-471 certifies to the board of supervisors that emissions from such roads, alleys or shoulders may endanger compliance with the national ambient air quality standard as defined in section 49-401.01.

28-6706. Primitive roads

A. The board of supervisors or the governing body of a city or town may designate a public road within its jurisdiction as a primitive road as prescribed in this section.

B. Neither a county, city or town nor its employees are liable for damages or injuries resulting from the use of a primitive road designated under this section except for intentional injuries or gross negligence caused by an employee acting within the scope of the employee's employment.

C. ~~Except as provided in subsection D, t~~***T***he board of supervisors or the governing body of a city or town shall not designate a road as a primitive road unless it was opened before June 13, ~~1975~~ ***1990*** and was not constructed in accordance with county standards.

~~D. The board of supervisors or the governing body of a city or town may designate a road as a primitive road if all of the following apply:~~
~~1. The road was opened after June 13, 1975.~~
~~2. The road was accepted for maintenance by the board of supervisors or the governing body of a city or town before June 13, 1985.~~
~~3. The road was not constructed in accordance with county standards.~~

~~E.~~ ***D.*** The county, city or town shall place signs on every road designated as a primitive road in locations adequate to warn the public. These signs shall state "Primitive road, caution, use at your own risk. This surface is not regularly maintained."

~~F.~~ ***E.*** A board of supervisors or the governing body of a city or town shall not designate a state or county highway as a primitive road.

B. Describe the policy problem and explain how the proposal solves it.

Two separate potential problems occurred when 28-6706 was modified in 2010 and when 28-6705 was modified for 2012.

In 2010, 28-6706 was modified to allow certain roads open after 1975 to be designated as “Primitive”. In our opinion, the expansion of substandard road maintenance eligibility and the subsequent modifications to 28-6705 in 2011 and 2012 fundamentally changed the intent of the pre-2010 versions of these statutes. Further refinement may be necessary to complete the fundamental change.

The secondary problem is that when 28-6705 was modified for 2012 counties are able to maintain certain substandard roads; however counties are restricted from designating these substandard roads as “Primitive”.

Regarding the fundamental change, the previous 1975 date held significance as around this date counties were enabled with greater control over the creation of subdivision roads and acceptance of maintenance over those subdivision roads. Further, the legislature, in an effort to promote planned development, required land developers to abide by adopted county standards in order to transfer the maintenance of their roads. To an extent, property could still be sold and roads created absent an adopted subdivision; however it was not expected that public monies would be used for maintenance until such time as they were built to adopted standards pursuant to an approved subdivision plat.

In 2010, 2011 and 2012 the 1975 date was modified to expand the eligibility of county maintenance for substandard non-platted roads. It is apparent that the intent of 28-6705 and 28-6706 is no longer about withholding county road maintenance for property owners outside platted standardized roads, but is now about enabling counties with the option of maintaining any public road built to standard, regardless of year built, and substandard roads open prior to 1990.

The proposal solves this fundamental change by establishing two types of public roads that are eligible for county maintenance, (1) roads that are laid out, opened and constructed at no cost to the county in accordance with adopted standards, and (2) substandard roads open prior to June 13, 1990.

Regarding the secondary problem, 28-6705.B allows counties to maintain substandard roads and 28-6706 enables counties to designate substandard roads as “Primitive Roads”. The “Primitive Road” designation requires counties to install signage to warn the traveling public of the substandard nature of the road and reduces county liability. Currently 28-6705 expands counties’ eligibility to maintain substandard roads opened prior to 1990; however

counties are restricted from designating substandard roads as “Primitive” unless the road was open prior to 1975 or maintained by the county prior to 1985.

It is our opinion that eligibility for substandard road maintenance (28-6705.B) should always be in harmony with the ability to designate substandard roads as “Primitive” (28-6706). The proposal solves the disharmony.

C. What is the fiscal impact to the state or county budgets of the proposal?

No impact.

D. What is the preliminary analysis of the political environment and stakeholders’ and affiliates’ comments?

E. Who is the primary county contact information for the proposal (name, phone, email and other relevant information)?

Terry Couchenour, Right-of-way Agent II
520-432-9323
tcouchenour@cochise.az.gov

COCHISE COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
Highway and Floodplain

Making It Better

MEMORANDUM

DATE: August 9, 2012

TO: Board of Supervisors

THRU: Karen C. Riggs, P.E., Interim Director

FROM: Terry Couchenour, Right-of-way Agent II

SUBJECT: **2012 Legislative Proposal – Substandard Road Maintenance**

Recommendation: Staff recommends approval and forwarding of the attached legislative proposal to expand the eligibility for public road maintenance and to harmonize the Board's ability to maintain substandard roads and designate substandard roads as "primitive".

Background (Brief): Not including public highways, the Board is enabled to maintain public roads pursuant to 28-6705 and is able to designate substandard roads as "primitive" pursuant to 28-6706. Two separate potential problems occurred when 28-6706 was modified in 2010 and when 28-6705 was modified for 2012 (SB1281).
In 2010, 28-6706 was modified to allow certain roads open after 1975 to be designated as "Primitive". In our opinion, the expansion of substandard road maintenance eligibility and the subsequent modifications to 28-6705 in 2011 and 2012 fundamentally changed the intent of the pre-2010 versions of these statutes. Further refinement may be necessary to complete the fundamental change.
The secondary problem is that when 28-6705 was modified for 2012 counties are able to maintain certain substandard roads; however counties are restricted from designating these substandard roads as "Primitive".

Regarding the fundamental change, the previous 1975 date held significance as around this date counties were enabled with greater control over the creation of subdivision roads and acceptance of maintenance over those subdivision roads. Further, the legislature, in an effort to promote planned development, required land developers to abide by adopted county standards in order to transfer the maintenance of their roads. To an extent, property could still be sold and roads created absent an adopted subdivision; however it was not expected that public monies would be used for maintenance until such time as they were built to adopted standards pursuant to an approved subdivision plat.
In 2010, 2011 and 2012 the 1975 date was modified to expand the eligibility of county maintenance for substandard non-platted roads. It is apparent that the intent of 28-6705 and 28-6706 is no longer about withholding county road maintenance for property owners outside platted standardized roads, but is now about enabling counties with the option of maintaining any public road built to standard, regardless of year built, and substandard roads open prior to 1990.
The proposal solves this fundamental change by establishing two types of public roads that are eligible for county maintenance, (1) roads that are laid out, opened and constructed at no cost to the county in accordance with adopted standards, and (2) substandard roads open prior to June 13, 1990.

Regarding the secondary problem, 28-6705.B allows counties to maintain substandard roads and 28-6706 enables counties to designate substandard roads as “Primitive Roads”. The “Primitive Road” designation requires counties to install signage to warn the traveling public of the substandard nature of the road and reduces county liability. Currently 28-6705 expands counties’ eligibility to maintain substandard roads opened prior to 1990; however counties are restricted from designating substandard roads as “Primitive” unless the road was open prior to 1975 or maintained by the county prior to 1985.
It is our opinion that eligibility for substandard road maintenance (28-6705.B) should always be in harmony with the ability to designate substandard roads as “Primitive” (28-6706). The proposal solves the disharmony.

Fiscal Impact & Funding Sources: N/A

Next Steps/Action Items/Follow-up: Upon approval the legislative proposal will be forwarded to County Supervisors Association for further action.

Impact of <u>Not</u> Approving: If not approved the proposal to expand the eligibility for public road maintenance and to harmonize the Board’s ability to maintain substandard roads and designate substandard roads as “primitive” will not be forwarded to the CSA.

Black font = 1995 version
Purple font = 1997 version (~~strikethrough~~ = deletion, **bold** = addition)
Blue font = 2010 version (~~strikethrough~~ = deletion, **bold** = addition)
Green font = 2011 version (**bold** = addition)
Red font = SB 1281 version (~~strikethrough~~ = deletion, **bold** = addition)
Orange italicized font = personal notes or comments

28-6705. Public road and street maintenance

A. The board of supervisors may spend public monies for maintenance of public roads and streets other than legally designated state and county highways located without the limits of an incorporated city or town. Before spending public monies under this section, the roads or streets shall be both:
   1. Laid out, opened and constructed without cost to the county.
   2. Completed pursuant to a plat approved pursuant to sections 11-802 and ~~11-806.01~~ **11-822** *("11-806.01" was on 1997 version, "11-822" was on 2010 and subsequent versions)* and ~~pursuant to~~ **in accordance with** *("pursuant to" was on 1995 version, "in accordance with" was on 1997 and subsequent versions)* standard engineering road specifications adopted by the board of supervisors to ensure uniform compliance.

B. The board of supervisors may spend public monies for maintenance of public roads and streets **that were** laid out, constructed and opened before June 13, ~~1975~~ **1990** *("1975" was on the 1995 through 2011 versions, "1990" is on the SB 1281 version)*, **or that have been designated as primitive roads pursuant to section 28-6706, subsection D,** even if the roads and streets were not constructed in accordance with subsection A of this section.

C. Maintenance of a public road or street does not include purchasing or laying cement ~~or petroleum product materials, except that maintenance of a public road or street that is paved with cement or petroleum product materials may include seal coating and patching~~. To reduce long-term maintenance costs for maintenance authorized by this section, the board of supervisors may spend monies to add rock products, gravel and processed materials to the base of the roads and streets. **Petroleum based or nonpetroleum based products may be used in the maintenance and repair of unpaved roads, alleys and shoulders identified pursuant to section 9-500.04 or 49-474.01 or unpaved roads, alleys and shoulders in any county where the control officer as defined in section 49-471 certifies to the board of supervisors that emissions from such roads, alleys or shoulders may endanger compliance with the national ambient air quality standard as defined in section 49-401.01.**

28-6706. Primitive roads

A. The board of supervisors **or the governing body of a city or town** may designate a public road within its jurisdiction as a primitive road as prescribed in this section.

B. Neither a county**, city or town** nor its employees are liable for damages or injuries resulting from the use of a primitive road designated under this section except for intentional injuries or gross negligence caused by an employee acting within the scope of the employee's employment.

C. **Except as provided in subsection D,** ~~T~~the board of supervisors **or the governing body of a city or town** shall not designate a road as a primitive road unless it was opened before June 13, 1975 and was not constructed in accordance with county standards.

D. The board of supervisors or the governing body of a city or town may designate a road as a primitive road if all of the following apply:

1. The road was opened after June 13, 1975.

2. The road was accepted for maintenance by the board of supervisors or the governing body of a city or town before June 13, 1985.

3. The road was not constructed in accordance with county standards.

~~D.~~ **E.** The county**, city or town** shall place signs on every road designated as a primitive road in locations adequate to warn the public. These signs shall state "Primitive road, caution, use at your own risk. This surface is not regularly maintained."

~~E.~~ **F.** A board of supervisors **or the governing body of a city or town** shall not designate a state or county highway as a primitive road.

Action 24.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 08/14/2012

Request to Extend Assurance Agreement for Red Hawk II Units 2 & 3 Subdivision

Submitted By: Beverly Wilson, Community Development

Department:	Community Development	**Division:**	Planning
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Beverly Wilson	**TITLE of PRESENTER:**	Senior Planner
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Adopt Resolution 12-36, approving an extension of The Red Hawk II Units 2 & 3 Subdivision Assurance Agreement with Title Security Agency, Inc. an Arizona Corporation, as Trustee under trust number 963 to a date of July 11, 2014.

Background:

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Beverly Wilson, Senior Planner

SUBJECT: Extension of Assurance Agreement, Red Hawk II Units 2 & 3 Subdivision

DATE: July 18, 2012 for the August 14, 2012 Meeting

This item is a request for an extension of an Assurance Agreement for the Red Hawk II Units 2 & 3 Subdivision. The subdivision consists of 192 lots, and is located south of Interstate 10 on J-6 Ranch Road. The Board of Supervisors approved the final plat and it was recorded on August 9, 2007, along with the Assurance Agreement. The owner has requested an extension citing adverse economic conditions in the overall real estate market.

On June 24, 2008, 11 lots were released and on December 18, 2008, another 36 lots were released for a total of 47 lots in this subdivision (Partial Release of Assurance Agreements, attached). 145 lots remain secured under the Assurance Agreement. An Assurance Agreement is a contract between the Board of Supervisors and a trust company that guarantees lots will not be offered for sale until all improvements are constructed. The Assurance Agreement under current consideration expired on July 11, 2011. If approved, the Assurances would be extended to July 11, 2014.

Two documents are presented for the Chairman's signature – an agreement between the Owner, the Title Company and The Board, and a resolution extending the date for the completion of improvements to July 11, 2014 at the request of the owner.

Suggested Motion
Mr. Chairman, I move to adopt the resolution extending The Red Hawk II, Units 2 & 3 Subdivision Assurance Agreement with Title Security Agency of Arizona, an Arizona Corporation, as trustee under trust number 963 to July 11, 2014.

Attachments:
Request
Partial Release of Assurance Agreement (2)

Department's Next Steps (if approved):

If approved, the Chairman will sign and the Extension will be recorded with a new expiration date of July 11, 2014.

Impact of NOT Approving/Alternatives:

The subdivision could be abandoned and the zoning reverted back to the original RU-4 designation.

To BOS Staff: Document Disposition/Follow-Up:

After all signatures are gathered, return originals to Senior Planner for recording. Original Subdivision Extensions of Assurances are kept with the subdivision files.

Attachments

Red Hawk PP
Staff Memo
Partial Lot Release Forms
Agreement to Extend
Resolution to Extend
Request to extend

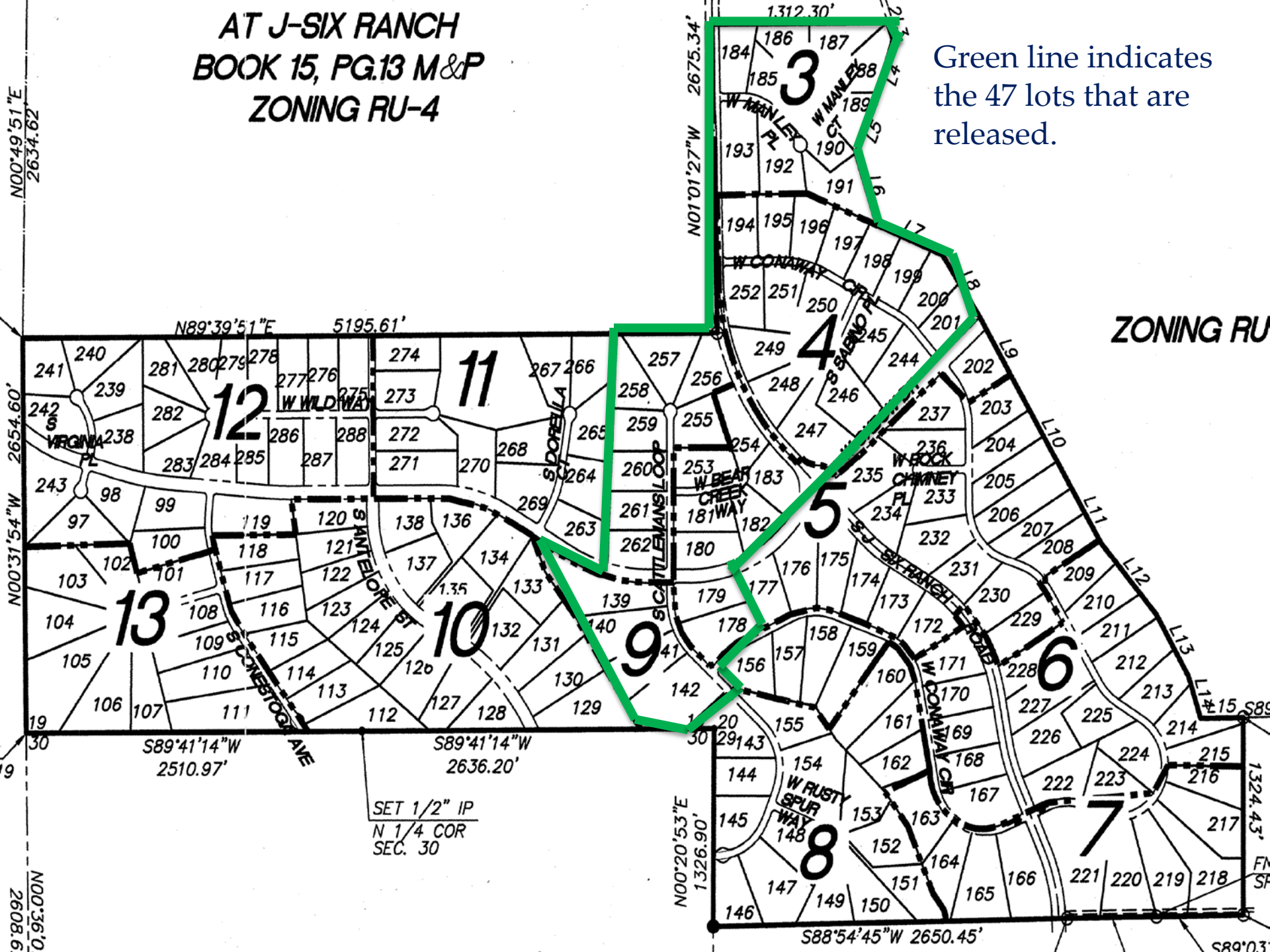
A Request for an Assurance Agreement Extension

The Red Hawk II Units 2 & 3 Subdivision (S-05-10)

Board of Supervisors – August 14, 2012

The Red Hawk II Units 2 & 3 Subdivision (S-05-10)

- 192 Lots south of Interstate 10, east and west of J-6 Ranch Road
- Final Plat approved and recorded August 9, 2007
- Assurance Agreement expired July 11, 2011
- Requesting extension to July 11, 2014


AT J-SIX RANCH
BOOK 15, PG.13 M&P
ZONING RU-4
Green line indicates the 47 lots that are released.
ZONING RU
N89°39'51"E 5195.61'
N00°49'51"E 2634.62'
N00°31'54"W 2654.60'
N01°01'27"W 2675.34'
1312.30'
S89°41'14"W 2510.97'
S89°41'14"W 2636.20'
SET 1/2" IP
N 1/4 COR
SEC. 30
N00°20'53"E 1326.90'
S88°54'45"W 2650.45'
1324.43'
W MANLEY PL
W MANLEY CT
W CONAWAY CIR
S SABINO PL
W WILDWAY
S VIRGINIA PL
S DOBELLA CT
S ANTELOPE ST
S CONESTOGA AVE
S CATTLEMANS LOOP
W BEAR CREEK WAY
W ROCK CHIMNEY PL
S J-SIX RANCH ROAD
W RUSTY SPUR WAY
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Recommendation

- Staff recommends the Chairman sign the Resolution, extending the Assurance Agreement to July 11, 2014.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 W. Melody Lane, Bisbee, Arizona 85603 **(520) 432-9450**
Fax 432-9278

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Beverly Wilson, Senior Planner

SUBJECT: Extension of Assurance Agreement, Red Hawk II Units 2 & 3 Subdivision

DATE: July 18, 2012 for the August 14, 2012 Meeting

This item is a request for an extension of an Assurance Agreement for the Red Hawk II Units 2 & 3 Subdivision. The subdivision consists of 192 lots, and is located south of Interstate 10 on J-6 Ranch Road. The Board of Supervisors approved the final plat and it was recorded on August 9, 2007, along with the Assurance Agreement. The owner has requested an extension citing adverse economic conditions in the overall real estate market.

On June 24, 2008, 11 lots were released and on December 18, 2008, another 36 lots were released for a total of 47 lots in this subdivision (Partial Release of Assurance Agreements, attached). 145 lots remain secured under the Assurance Agreement. An Assurance Agreement is a contract between the Board of Supervisors and a trust company that guarantees lots will not be offered for sale until all improvements are constructed. The Assurance Agreement under current consideration expired on July 11, 2011. If approved, the Assurances would be extended to July 11, 2014.

Two documents are presented for the Chairman's signature – an agreement between the Owner, the Title Company, and The Board, and a resolution extending the date for the completion of improvements to July 11, 2014 at the request of the owner.

Suggested Motion
Mr. Chairman, I move to adopt the resolution extending The Red Hawk II, Units 2 & 3 Subdivision Assurance Agreement with Title Security Agency of Arizona, an Arizona Corporation, as trustee under trust number 963 to July 11, 2014.

Attachments:
Request
Partial Release of Assurance Agreement (2)

2008-32384
Page 1 of 1
Requested By: PLANNING & ZONING
Christine Rhodes - Recorder
Cochise County , AZ
12-18-2008 02:10 PM Recording Fee $0.00

PARTIAL RELEASE OF ASSURANCE AGREEMENT
RED HAWK II SUBDIVISION: UNITS 2 & 3, LOTS 139-142, 178-183, 194-201, 244-262

WHEREAS, C0CHISE COUNTY has entered into an Agreement providing there shall be no transfer, lease or sale/conveyance of the property contained in **Red Hawk II Subdivision, Units 2 & 3** without first obtaining written approval of the Director of the Cochise County Planning Department; and

WHEREAS, this Agreement is more particularly described as follows:

TRUST COMPANY:	Title Security Agency of Arizona, an Arizona Corp.
TRUST NUMBER:	963
AGREEMENT DATE:	July 11, 2007
DOCKET:	070826242
SUBDIVISION NAME:	Red Hawk II Subdivision Units 2 & 3: Lots 96-237 and 244-293
RECORDING DATA:	BOOK: 15 PAGES: 82-82N

WHEREAS, the Agreement was made pursuant to A.R.S. 11.806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, such improvements have been completed and certified, by an engineer certified in the State of Arizona, for **Red Hawk II Subdivision, Units 2 & 3** in accordance with plans approved by Cochise County, and all other conditions have been fulfilled, a release of assurance is appropriate;

NOW THEREFORE, pursuant to the authority delegated to the Cochise County Planning Director, by the Board of Supervisors in Section 501.01H of the Cochise County Subdivision Regulations, the above-referenced Assurance Agreement is hereby released for **Red Hawk II, Units 2 & 3, LOTS 139-142, 178-183, 194-201, 244-262** that any limitations imposed by this agreement on these specified lots are hereby extinguished.

RELEASED THIS **18th DAY OF DECEMBER, 2008** BY PLANNING DIRECTOR, PER SECTION 501.01H OF THE SUBDIVISION REGULATIONS

APPROVED

Benny Young, Director
Highway and Floodplain Department

RELEASED

Susan Buchan,
Director Planning and Zoning Department

PARTIAL RELEASE OF ASSURANCE AGREEMENT
RED HAWK II SUBDIVISION: UNIT 3, LOTS 184-194 AND 252

WHEREAS, C0CHISE COUNTY has entered into an Agreement providing there shall be no transfer, lease or sale/conveyance of the property contained in **Red Hawk II Subdivision, Unit 3** without first obtaining written approval of the Director of the Cochise County Planning Department; and

WHEREAS, this Agreement is more particularly described as follows:

TRUST COMPANY:	Title Security Agency of Arizona, an Arizona Corp.
TRUST NUMBER:	963
AGREEMENT DATE:	July 11, 2007
DOCKET:	070826242
SUBDIVISION NAME:	Red Hawk II Subdivision Unit 3: Lots 96-237 and 244-293
RECORDING DATA:	BOOK: 15 PAGES: 82-82N

WHEREAS, the Agreement was made pursuant to A.R.S. 11.806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, such improvements have been completed and certified, by an engineer certified in the State of Arizona, for Red Hawk II Subdivision, Unit 3 in accordance with plans approved by Cochise County, and all other conditions have been fulfilled, a release of assurance is appropriate;

NOW THEREFORE, pursuant to the authority delegated to the Cochise County Planning Director, by the Board of Supervisors in Section 501.01H of the Cochise County Subdivision Regulations, the above-referenced Assurance Agreement is hereby released for **Red Hawk II, Unit 3, LOTS 184-194 and 252** that any limitations imposed by this agreement on these specified lots are hereby extinguished.

RELEASED THIS **25th DAY OF JUNE, 2008** BY PLANNING DIRECTOR, PER SECTION 501.01H OF THE SUBDIVISION REGULATIONS

APPROVED

6/25/08

Benny Young, Director
Highway and Floodplain Department

RELEASED

Susan Buchan,
Director Planning and Zoning Department

EXTENSION OF ASSURANCE AGREEMENT
FOR COMPLETION OF RED HAWK II UNITS 2 & 3 SUBDIVISION IMPROVEMENTS

WHEREAS, an Assurance Agreement between Title Security Agency of Arizona, an Arizona Corporation, as Trustee under Trust 963, hereinafter referred to as "Trustee", THUNDER RANCH ESTATES, Unit II, LLC, an Arizona limited liability company and THUNDER RANCH ESTATES, Unit III LLC, an Arizona limited liability company, as Beneficiary (ies) of Trust 963, hereinafter referred to as "Beneficiary", and COCHISE COUNTY, Arizona, hereafter referred to as "County." Said agreement was recorded on August 9, 2007, Fee No.070826242 with the Office of the County Recorder;

WHEREAS, the current economy has impacted further progress on this project; and

WHEREAS, the above-referenced Assurance Agreement provides that the developer may petition the County for an extension of the agreement beyond the three years given for completion of improvements; and

WHEREAS, Title Security Agency of Arizona, an Arizona Corporation, as Trustee under Trust 963, hereinafter referred to as "Trustee", THUNDER RANCH ESTATES, Unit II, LLC, an Arizona limited liability company and THUNDER RANCH ESTATES, Unit III LLC, an Arizona limited liability company, as Beneficiary (ies) of Trust 963, have requested an extension of time for completion of improvements to July 11, 2014; and

WHEREAS, Cochise County believes that such an extension is justified;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Assurance Agreement for completion of subdivision improvements for The Red Hawk II Units 2 & 3 Subdivision, recorded on August 9, 2007 by Fee No.070826242 is hereby extended with a new expiration date of July 11, 2014.

PASSED AND ADOPTED THIS _____DAY OF _____, 20__.

_____
RICHARD SEARLE, CHAIRMAN
COCHISE COUNTY BOARD OF SUPERVISORS

ATTEST:

_____
Katie Howard,
Clerk of the Board

APPROVED AS TO FORM:

_____
Adam Ambrose,
Deputy County Attorney

Director, Community Development

Deputy County Attorney

TRUSTEE:

Title Security Agency
(Title Company)
an Arizona corporation, as Trustee under
Trust no. 963 only and not in its
capacity

By: _____
Trust Officer
STATE OF ARIZONA)
) ss.
COUNTY OF Pima)
On this the 26th day of June, 2012, before me, the undersigned officer, personally appeared Diane L. Sloane, who acknowledged himself/herself to be the Trust Officer of Title Security, an Arizona corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

MaryJo Johnson
Notary Public

My Commission Expires: Feb 2, 2014

OFFICIAL SEAL
MARYJO JOHNSON
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. Feb. 2, 2014

OWNER/BENEFICIARY

James Vermilyea
Owner/Beneficiary

STATE OF ARIZONA)
) ss.
COUNTY OF Pima)

The foregoing instrument was acknowledged before me this 10 day of July, 2012, by James Vermilyea as Beneficiary.

Michele L Wilson
Notary Public

My Commission Expires: 3/19/13

OFFICIAL SEAL
MICHELE L. WILSON
Notary Public State of Arizona
PIMA COUNTY
My Comm. Expires Mar. 19, 2013

RESOLUTION 12-

EXTENSION OF ASSURANCE AGREEMENT FOR COMPLETION OF RED HAWK II UNITS 2 & 3 SUBDIVISION IMPROVEMENTS

WHEREAS, an Assurance Agreement between Cochise County and Title Security Agency of Arizona, an Arizona Corporation, as Trustee under Trust 963, hereinafter referred to as "Trustee", THUNDER RANCH ESTATES, Unit II, LLC, an Arizona limited liability company and THUNDER RANCH ESTATES, Unit III LLC, an Arizona limited liability company, as Beneficiary(ies) of Trust 963, for development of the Red Hawk Units 2 & 3 Subdivision, hereinafter referred to as "Beneficiary", was entered into and recorded on August 9, 2007, Fee No.070826242 with the Office of the County Recorder; and

WHEREAS, the developer was previously granted a one-year administrative extension of time for completion of improvements; and

WHEREAS, the current economy has impacted further progress on this project; and

WHEREAS, the above-referenced Assurance Agreement provides that the developer may petition the County for an extension of the agreement beyond the three years given for completion of improvements; and

WHEREAS, Title Security Agency of Arizona, an Arizona Corporation, as Trustee under Trust 963, hereinafter referred to as "Trustee", THUNDER RANCH ESTATES, Unit II, LLC, an Arizona limited liability company and THUNDER RANCH ESTATES, Unit III LLC, an Arizona limited liability company, as Beneficiary (ies) of Trust 963, have requested an extension of time for completion of improvements to July 11, 2014; and

WHEREAS, Cochise County believes that such an extension is justified,

NOW, THEREFORE, BE IT RESOLVED that the Assurance Agreement for completion of subdivision improvements for The Red Hawk II Units 2 & 3 Subdivision, recorded on August 9, 2007 by Fee No.070826242 is hereby extended with a new expiration date of July 11, 2014.

PASSED AND ADOPTED by the Board of Supervisors this _____ day of _____, 2012.

_____
Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

_____
Katie Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Adam Ambrose, Civil Deputy
County Attorney

Wilson, Beverly

From: Jim Vermilyea [jvermilyea@earthlink.net]
Sent: Monday, July 23, 2012 2:45 PM
To: Wilson, Beverly
Subject: Assurance Agreement

Beverly,

As we discussed, I'm requesting a three year extension on the the Assurance Agreement I have with the County for the reason that the current market condition has made any additions to the project unfeasible at this time.

Please let me know should you need any additional information.

Sincerely
Jim Vermilyea

Action 25.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 08/14/2012

Extension of Assurances for Sonora Verde Subdivision

Submitted By: Beverly Wilson, Community Development

Department:	Community Development	**Division:**	Planning
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Beverly Wilson	**TITLE of PRESENTER:**	Senior Planner
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Adopt Resolution 12-37, approving an extension of The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc. as Trustee under trust number 10353 to a date of May 17, 2014.

Background:

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Beverly Wilson, Senior Planner
For: Michael Turisk, Planning Manager

SUBJECT: Extension of Assurance Agreement, Sonora Verde Subdivision (S-87-07)

DATE: July 19, 2012 for the August 14, 2012 Meeting

This item is a request for an extension of an Assurance Agreement for The Sonora Verde Subdivision, which was first approved and recorded in the late 1980s. The original Assurance Agreement expired in October of 1989. In 2005, the project was revived and a new Assurance Agreement approved for the 18-remaining undeveloped lots. The subdivision is located on the southwest side of Pomerene Road. Improvements are nearly complete, with all but six lots released from the Assurances. The owner has requested an extension citing an unforeseen issue concerning water as well as the adverse economic conditions in the overall real estate market (Request, attached). An Assurance Agreement is a contract between the Board of Supervisors and a trust company that guarantees lots will not be offered for sale until all improvements are constructed. The Assurance Agreement under current consideration expired on May 17, 2011. If approved, the Assurances would be extended to May 17, 2014.

Two documents are presented for the Chairman's signature – an agreement between the Owner, the Title Company, and the Board and a resolution extending the date for the completion of improvements to May 17, 2012, at the request of the owner.

Suggested Motion

Mr. Chairman, I move to adopt the resolution extending The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc., as trustee under trust number 10353 to May 17, 2014.

Attachments:
Request
Partial Release of Assurance Agreement (4)

Department's Next Steps (if approved):

If approved, the Chairman will sign and the Extension will be recorded with a new expiration date of May 17, 2014.

Impact of NOT Approving/Alternatives:

The subdivision could be abandoned and the zoning reverted back to the original RU-4 designation.

To BOS Staff: Document Disposition/Follow-Up:

After all signatures are gathered, return originals to Senior Planner for recording. Original Subdivision Assurances are kept with the subdivision files.

Attachments

Agreement to extend
Four lot release forms
Owner Request
Staff Memo
Presentation
Resolution

EXTENSION OF ASSURANCE AGREEMENT
FOR COMPLETION OF SONORA VERDE ESTATES SUBDIVISION IMPROVEMENTS

EXTENSION AGREEMENT made and entered as of the ___ day of _____, 20___, between Fidelity National Title Agency, Inc., as Trustee under Trust 10353, hereinafter referred to as "Trustee", Sonora Venture, Inc., as Beneficiary of Trust 10353, hereinafter referred to as "Beneficiary", and COCHISE COUNTY, Arizona, hereafter referred to as "County."

WHEREAS, an assurance agreement between Cochise County and Fidelity National Title Agency, Inc., as Trustee under Trust 10353, was entered on May 17, 2005, for the completion of subdivision improvements for Sonora Verde Estates Subdivision, with an expiration date of May 17, 2008, as recorded in Book 12, pp. 92-92B of maps and plats, in the Office of the Cochise County Recorder. Said agreement was recorded on June 1, 2005; Fee # 050619310, Office of the Cochise County Recorder; and,

WHEREAS, a final plat has been recorded for the Sonora Verde Estates Subdivision; and,

WHEREAS, the above-referenced assurance agreement was previously extended to May 17, 2011; and,

WHEREAS, the above-referenced assurance agreement provides that the agreement may be extended at the discretion of the County; and,

WHEREAS, good progress has been made towards approval of the improvement plans for completion of improvements of the above project; and,

WHEREAS, Fidelity National Title Agency, Inc., as Trustee under Trust 10353, and Beneficiaries Sonora Venture, Inc., have requested a further extension of time for completion of improvements; and,

WHEREAS, Cochise County believes that such an extension is justified,

NOW, THEREFORE IT IS HEREBY AGREED THAT:

The Assurance Agreement for Completion of Subdivision Improvements recorded on June 1, 2005, Fee # 050619310, is extended with a new expiration date of May 17, 2014, and the parties hereto agree to abide by the terms of such Assurance Agreement.

IN WITNESS WHEREOF, the parties have executed this extension of Assurance Agreement this ____day of _____, _____.

COCHISE COUNTY:

_____
Chairman, Cochise County Board of Supervisors

ATTEST: **APPROVED AS TO FORM:**

Director, Community Development

Deputy County Attorney

TRUSTEE: Fidelity National Title Agency, Inc.,

(Title Company)
An Arizona corporation, as Trustee under Trust no. 10,353 only and not in its capacity

By: Martha L. Hill
Trust Officer

OFFICIAL SEAL
RITA L. KIPPES
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. May 9, 2014

STATE OF ARIZONA)
) ss.
COUNTY OF Pima)

On this the 6th day of JULY, 2012, before me, the undersigned officer, personally appeared Martha L. Hill, who acknowledged herself to be the Trust Officer of Fidelity National Title Agency, Inc., an Arizona corporation, and that she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

Rita L. Kippes
Notary Public

My Commission Expires:

OWNER/BENEFICIARY: SONORA VENTURE CORPORATION, An Arizona corporation

Joseph R. Schneider : President
Owner/Beneficiary

STATE OF ARIZONA)
) ss.
COUNTY OF Pima)

The foregoing instrument was acknowledged before me this 6th day of JULY, 2012, by JOSEPH R. SCHNEIDER as PRESIDENT.

Martha L. Hill
Notary Public

OFFICIAL SEAL
MARTHA L. HILL
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. Aug. 27, 2013

My Commission Expires: 8.27.13

JUN

10am

PARTIAL RELEASE OF ASSURANCE AGREEMENT
SONORA VERDE SUBDIVISION, LOTS 16, 17, 21, 22 and 23

WHEREAS, C0CHISE COUNTY has entered into an Agreement for the Sonora Verde Subdivision providing there shall be no transfer, lease or sale/conveyance of the property contained in the Subdivision without first obtaining written approval of the Director of the Cochise County Planning Department; and

WHEREAS, this Agreement is more particularly described as follows:

TRUST COMPANY:	Fidelity National Title Agency Inc.
TRUST NUMBER:	10353
AGREEMENT DATE:	May 17, 2005
DOCKET:	050619310
SUBDIVISION NAME:	Sonora Verde Subdivision Lots 12, 16-18, 21-29, 34-39 Book 12 at pages 92, 92A and 92B

WHEREAS, the Agreement was made pursuant to A.R.S. 11.806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, such improvements have been completed and certified, by an engineer certified in the State of Arizona, for the Sonora Verde Subdivision in accordance with plans approved by Cochise County, and all other conditions have been fulfilled, a release of assurance is appropriate;

NOW THEREFORE, pursuant to the authority delegated to the Cochise County Planning Director, by the Board of Supervisors in Section 501.01H of the Cochise County Subdivision Regulations, the above-referenced Assurance Agreement is hereby released for **lots 16, 17, 21, 22 and 23** and that any limitations imposed by this agreement on these specified lots are hereby extinguished.

RELEASED THIS 30th DAY OF JUNE, 2006 BY THE PLANNING DIRECTOR, PER SECTION OF THE SUBDIVISION REGULATIONS

APPROVED

for Scott Dalrymple, Director
Highway and Floodplain Department

RELEASED

Judy Anderson, Director
Planning and Zoning Department

FEE # 060624982
OFFICIAL RECORDS
COCHISE COUNTY
DATE HOUR
06/30/06 10
REQUEST OF
COCHISE COUNTY PLANNING DEPT
CHRISTINE RHODES-RECORDER
FEE : PAGES : 1

060624982

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3pm -0

PARTIAL RELEASE OF ASSURANCE AGREEMENT
SONORA VERDE SUBDIVISION, LOTS 18 and 24

WHEREAS, COCHISE COUNTY has entered into an Agreement for the Sonora Verde Subdivision providing there shall be no transfer, lease or sale/conveyance of the property contained in the Subdivision without first obtaining written approval of the Director of the Cochise County Planning Department; and

WHEREAS, this Agreement is more particularly described as follows:

TRUST COMPANY:	Fidelity National Title Agency Inc.
TRUST NUMBER:	10353
AGREEMENT DATE:	May 17, 2005
DOCKET:	050619310
SUBDIVISION NAME:	Sonora Verde Subdivision Lots 12, 16-18, 21-29, 34-39 Book 12 at pages 92, 92A and 92B

WHEREAS, the Agreement was made pursuant to A.R.S. 11.806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, such improvements have been completed and certified, by an engineer certified in the State of Arizona, for the Sonora Verde Subdivision in accordance with plans approved by Cochise County, and all other conditions have been fulfilled, a release of assurance is appropriate;

NOW THEREFORE, pursuant to the authority delegated to the Cochise County Planning Director, by the Board of Supervisors in Section 501.01H of the Cochise County Subdivision Regulations, the above-referenced Assurance Agreement is hereby released for **lots 18 and 24** and that any limitations imposed by this agreement on these specified lots are hereby extinguished.

RELEASED THIS 8th DAY OF SEPTEMBER, 2006 BY THE PLANNING DIRECTOR, PER SECTION OF THE SUBDIVISION REGULATIONS

APPROVED

Scott Dalrymple, Director
Highway and Floodplain Department

RELEASED

Judy Anderson, Director
Planning and Zoning Department

FEE # 060934020
OFFICIAL RECORDS
COCHISE COUNTY
DATE HOUR
09/08/06 3
REQUEST OF
COCHISE COUNTY PLANNING DEPT
CHRISTINE RHODES-RECORDER
FEE : PAGES : 1

060934020

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PARTIAL RELEASE OF ASSURANCE AGREEMENT
SONORA VERDE SUBDIVISION, LOTS 12, 25, 26, 27, 28,and 29

WHEREAS, C0CHISE COUNTY has entered into an Agreement for the Sonora Verde Subdivision providing there shall be no transfer, lease or sale/conveyance of the property contained in the Subdivision without first obtaining written approval of the Director of the Cochise County Planning Department; and

WHEREAS, this Agreement is more particularly described as follows:

TRUST COMPANY:	Fidelity National Title Agency Inc.
TRUST NUMBER:	10353
AGREEMENT DATE:	May 17, 2005
DOCKET:	050619310
SUBDIVISION NAME:	Sonora Verde Subdivision Lots 12, 16-18, 21-29, 34-39 Book 12 at pages 92, 92A and 92B

WHEREAS, the Agreement was made pursuant to A.R.S. 11.806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, such improvements have been completed and certified, by an engineer certified in the State of Arizona, for the Sonora Verde Subdivision in accordance with plans approved by Cochise County, and all other conditions have been fulfilled, a release of assurance is appropriate;

NOW THEREFORE, pursuant to the authority delegated to the Cochise County Planning Director, by the Board of Supervisors in Section 501.01H of the Cochise County Subdivision Regulations, the above-referenced Assurance Agreement is hereby released for **lots 12, 25, 26, 27, 28,and 29** and that any limitations imposed by this agreement on these specified lots are hereby extinguished.

RELEASED THIS 14th DAY OF JUNE, 2007 BY THE PLANNING DIRECTOR, PER SECTION OF THE SUBDIVISION REGULATIONS

APPROVED

Patricia Morris, Acting Director
Highway and Floodplain Department

RELEASED

Judy Anderson, Director
Planning and Zoning Department

FEE # 070620183
OFFICIAL RECORDS
COCHISE COUNTY
DATE HOUR
06/18/07 9
REQUEST OF
COCHISE COUNTY PLANNING DEPT
CHRISTINE RHODES-RECORDER
FEE : PAGES : 1

070620183

PARTIAL RELEASE OF ASSURANCE AGREEMENT
SONORA VERDE SUBDIVISION: PHASE I, LOT 20

WHEREAS, COCHISE COUNTY has entered into an Agreement providing there shall be no transfer, lease or sale/conveyance of the property contained in the **Sonora Verde Subdivision** without first obtaining written approval of the Director of the Cochise County Planning Department; and

WHEREAS, this Agreement is more particularly described as follows:

TRUST COMPANY:	Fidelity National Title Agency Inc. an Arizona Corp.
TRUST NUMBER:	10,353
AGREEMENT DATE:	October 23, 1989
DOCKET:	900407305
SUBDIVISION NAME:	Sonora Verde Subdivision: Lots 1-43
RECORDING DATA:	BOOK: 12 PAGES: 92, 92A & 92B

WHEREAS, the Agreement was made pursuant to A.R.S. 11.806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, such improvements have been completed and certified, by an engineer certified in the State of Arizona, for **Sonora Verde Subdivision** in accordance with plans approved by Cochise County, and all other conditions have been fulfilled, a release of assurance is appropriate;

NOW THEREFORE, pursuant to the authority delegated to the Cochise County Planning Director, by the Board of Supervisors in Section 501.01H of the Cochise County Subdivision Regulations, the above-referenced Assurance Agreement is hereby released for **LOT 20** that any limitations imposed by this agreement on these specified lots are hereby extinguished.

RELEASED THIS 3rd DAY OF DECEMBER, 2004 BY PLANNING DIRECTOR, PER SECTION 501.01H OF THE SUBDIVISION REGULATIONS

APPROVED

Allon Owen, Director
Highway and Floodplain Department

RELEASED

James E. Vlahovich,
Director Planning and Zoning Department

FEE # 041239164
OFFICIAL RECORDS
COCHISE COUNTY
DATE HOUR
12/03/04 1
REQUEST OF
COCHISE COUNTY PLANNING DEPT
CHRISTINE RHODES-RECORDER
FEE : PAGES : 1

041239164

July 6, 2012

Cochise County Community Development Department
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, AZ 85603
Attn: Mr. Carlos De La Torre

Re: Sonora Verde Estates

Dear Mr. De La Torre:

We are writing to request an extension of the Sonora Verde Estates Assurance Agreement. The project is currently 90% complete. There are 43 home sites of which 37 have been developed and sold. Lot 39 was developed, but inadvertently placed in Phase 2 instead of Phase 1. The 5 remaining sites were scheduled for full completion in February 2010. However in January 2010 a problem occurred when Pomerene Water Company demanded conditions not in the water agreement. This hurdle should be overcome shortly. The following work has been completed on the 5 remaining parcels; Earthwork – Kelly Companies; Street to Grade – Kelly Companies; Underground Electric – Suphur Springs Electric; Underground Phone – Century Link; Engineering – PRE; Surveys/Site Inspections – PRE. The realty market is in a very depressed state. In spite of this I believe that the need for land will soon reverse this trend and the community will be thriving again. We are confident that the 5 planned homes will be sold.

Thank you for your time and consideration.

With Respect Always,

Joe Schneider, President
Sonora Venture Corporation

Cc: Mr. Timothy Remick, Esq.
Mr. Samuel K. Blum
Ms. Helene Jewell, Little Remick & Capp Attorneys
Mr. William Strang, P.E.
Ken Herb, Herb/Fox

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 W. Melody Lane, Bisbee, Arizona 85603 **(520) 432-9450**
Fax 432-9278

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Beverly Wilson, Senior Planner
For: Michael Turisk, Planning Manager

SUBJECT: Extension of Assurance Agreement, Sonora Verde Subdivision (S-87-07)

DATE: July 19, 2012 for the August 14, 2012 Meeting

This item is a request for an extension of an Assurance Agreement for The Sonora Verde Subdivision, which was first approved and recorded in the late 1980s. The original Assurance Agreement expired in October of 1989. In 2005, the project was revived and a new Assurance Agreement approved for the 18-remaining undeveloped lots. The subdivision is located on the southwest side of Pomerene Road. Improvements are nearly complete, with all but six lots released from the Assurances. The owner has requested an extension citing an unforeseen issue concerning water as well as the adverse economic conditions in the overall real estate market (Request, attached). An Assurance Agreement is a contract between the Board of Supervisors and a trust company that guarantees lots will not be offered for sale until all improvements are constructed. The Assurance Agreement under current consideration expired on May 17, 2011. If approved, the Assurances would be extended to May 17, 2014.

Two documents are presented for the Chairman's signature – an agreement between the Owner, the Title Company, and the Board and a resolution extending the date for the completion of improvements to May 17, 2012, at the request of the owner.

Suggested Motion
Mr. Chairman, I move to adopt the resolution extending The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc., as trustee under trust number 10353 to May 17, 2014.

Attachments:
Request
Partial Release of Assurance Agreement (4)

A Request for an Assurance Agreement Extension

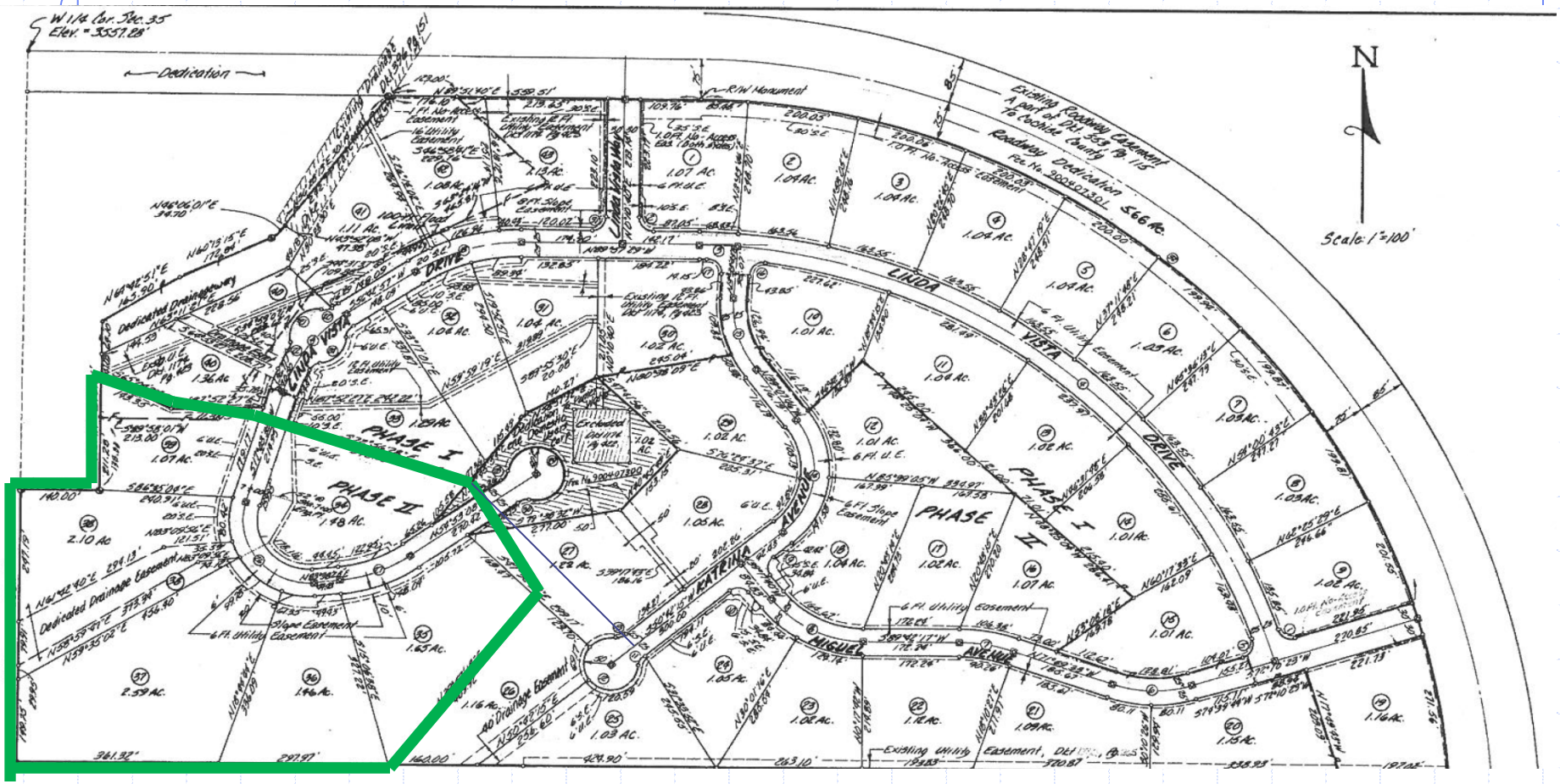
The Sonora Verde Subdivision (S-87-07)

Board of Supervisors – August 14, 2012

The Sonora Verde Subdivision (S-87-07)

- 43 Lots – 6 lots remaining
- Project revived in 2005 for 18 remaining lots
- Assurance Agreement expired May 17,2011
- Requesting extension to May 17, 2014

Original Plat



6 Lots inside green line are not released.

Recommendation

- Staff recommends the Chairman sign the Resolution, extending the Assurance Agreement to May 17, 2014.

RESOLUTION 12-

EXTENSION OF ASSURANCE AGREEMENT FOR COMPLETION OF SONORA VERDE SUBDIVISION IMPROVEMENTS

WHEREAS, an Assurance Agreement between Cochise County and Fidelity National Title Agency, Inc., as Trustee under Trust 10353, hereinafter referred to as "Trustee", Sonora Venture, Inc., as Beneficiary of Trust 10353, for development of the Sonora Verde Subdivision, hereinafter referred to as "Beneficiary", was entered into and recorded on June 1, 2005, Fee No. 050619310 with the Office of the County Recorder; and

WHEREAS, the developer was previously granted a three-year extension of time for completion of improvements; and

WHEREAS, the current economy has impacted further progress on this project; and

WHEREAS, the above-referenced Assurance Agreement provides that the developer may petition the County for an extension of the agreement beyond the three years given for completion of improvements; and

WHEREAS, Fidelity National Title Agency, Inc., as Trustee under Trust 10353, hereinafter referred to as "Trustee", Sonora Venture, Inc., as Beneficiary of Trust 10353, has requested an extension of time for completion of improvements to May 27, 2014; and

WHEREAS, Cochise County believes that such an extension is justified,

NOW, THEREFORE, BE IT RESOLVED that the Assurance Agreement for completion of subdivision improvements for The Sonora Verde Subdivision, recorded on June 1, 2005 by Fee No.050619310 and extended to May 14, 2011,

recorded on July 10, 2008 at Fee No. 2008-19148, is hereby extended with a new expiration date of May 14, 2014.

PASSED AND ADOPTED by the Board of Supervisors this _____ day of _____, 2012.

_____
Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

_____
Katie Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Adam Ambrose, Civil Deputy
County Attorney

Action 26.

Regular Board of Supervisors Meeting **Health**

Meeting Date: 08/14/2012

Approval of MOU with Chiricahua Community Health Care, Inc. to share space with CHSS.

Submitted By: Mary Gomez, Health & Social Services

Department: Health & Social Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Mary Gomez	**TITLE of PRESENTER:**	Director, CHSS
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a Memorandum of Understanding between Cochise Health and Social Services (CHSS) and Chiricahua Community Health Centers, Inc. to share space in the Sierra Vista Foothills office and parking lot and space in the parking lot at Melody Lane complex near building A.

Background:

CCHCI is a federally qualified health center providing a full range of primary and dental care services for the uninsured and underinsured populations in our County. They have permanent clinics established in Douglas, Bisbee, and Elfrida and also have mobile units to serve patients where they do not have a permanent clinic established. CCHCI would like to park their mobile medical clinic (MMC) one day/week outside of our Foothills location and share our lobby and public restrooms for their patients to use while waiting to be seen. CCHCI would also like to list our facility as an emergency back-up location for their MMC operation in the event of a catastrophic failure of the MMC. It is very unlikely that this would occur and if it did, would only need our clinic space for a few days. CCHCI would also like to permanently park their mobile dental unit outside Bldg A here at Melody Lane complex. They would not need any of our facilities but would need to have electricity from our building to the mobile unit. They will be responsible for any costs to establish this connection and for electricity used.

This collaboration with CCHCI is mutually beneficial to our organizations and to the communities we serve. We essentially serve the same clientele and having this expanded service capability on our campus would be very convenient for clients visiting either of us.

Department's Next Steps (if approved):

Work with CCHCI administrative staff to make necessary changes to provide power outside Bldg A in Bisbee and coordinate shared use of lobby in Sierra Vista.

Impact of NOT Approving/Alternatives:

Missed opportunity for collaboration with community partner serving our same population, less convenient for clients to visit dual locations, and loss of revenue through MOU.

To BOS Staff: Document Disposition/Follow-Up:

None needed.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING BETWEEN COCHISE HEALTH AND SOCIAL SERVICES AND CHIRICAHUA COMMUNITY HEALTH CENTERS, INC. FOR THE ESTABLISHMENT OF EXPANDED COUNTY HEALTH CARE SERVICES

This Memorandum of Understanding (MOU) is hereby entered into by and between Cochise Health and Social Services (hereinafter CHSS) and Chiricahua Community Health Centers, Inc. (hereinafter CCHCI)

STATEMENT OF PURPOSE

The purpose of this MOU is to establish a collaboration with one of our community partners which would provide CCHCI clients: 1) access to a waiting lobby and restroom facilities at the Sierra Vista Foothills complex, 2) access to care at that facility in the event of a national, state or local declared emergency, 3) access to care at that facility in the event of operational failure of the mobile medical unit and, 4) to provide a location at the Melody Lane complex where the CCHCI mobile dental unit may park. This collaboration provides greater accessibility of health care to CCHCI clients and demonstrates the commitment of the Cochise County Department of Health and Social Services to the health and well being of Cochise County residents.

I. OBLIGATIONS OF PARTIES

In furtherance of the purpose stated above, Cochise Health and Social Services hereby agrees to the following:

A. Cochise Health and Social Services hereby agrees to the following:

1. to allow CCHCI clients access to and the use of a waiting lobby and restroom facilities at the Sierra Vista Foothills complex one day a week;

2. access to care at the Sierra Vista Foothills complex in the event of a national, state or County declared emergency;

3. in the event of a failure of the mobile medical unit, make available the use of the Cochise Health and Social Services facility located at the Sierra Vista Foothills complex on the date and time reserved for the mobile medical unit on the same day and time the mobile medical unit was scheduled to be present at the Sierra Vista Foothills complex or until unit becomes operational;

4. to make available a permanent parking space in a designated area at the Melody Lane complex sufficient to sustain the mobile dental unit as provided and operated by CCHCI;

5. to make available sufficient electricity for the effective operation of the mobile dental unit;

6. to determine and establish a set day and time for both the mobile medical unit and the mobile dental unit location at the Cochise County facilities referenced above.

B. In furtherance of the purpose stated above, Chiricahua Community Health Centers, Inc. hereby agrees to the following:

1. to pay the sum of $3,000.00 on an annual basis as good and valuable consideration to Cochise County for the use of lobby and restroom facilities at the Sierra Vista Foothills complex one day a week and/or in the event of a national, state or local declared emergency and/or in the event of a failure of the mobile medical unit;

2. to pay an additional sum of _____ per day in the event the mobile medical unit becomes inoperable necessitating the use of the facilities at the Sierra Vista Foothills complex on day(s) other than the one regularly scheduled.

3. to pay the sum of $8,400.00 on an annual basis as good and valuable consideration for the purpose of offsetting the cost of electricity which the County will incur as a result of the mobile dental unit being located at the Cochise County Melody Lane complex;

4. to maintain the premises of the parking area surrounding the mobile dental unit keeping it free of trash and debris;

5. to maintain the safety of the area surrounding the mobile dental unit keeping it free of obstacles and hazards;

6. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72), all required federal, state and local licenses and permits necessary and required for the performance of the services provided and any and all licenses and permits which may be in addition to the licenses and permits necessary and required;

7. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72), all required federal, state and local licenses necessary for the safe operation and use of the mobile medical unit and the mobile dental unit;

8. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72) any and all insurance coverage required and necessary for the performance of the services they provide;

9. to pay for any and all costs incurred, associated and ongoing, including any damages to County structures and/or equipment, which arise as a consequence of routing electricity to the mobile dental unit and/or its continued use;

10. to employ a licensed contractor for the routing of electricity to the mobile dental unit and for any and all continued or necessary repairs or maintenance;

11. to maintain in current and good standing status all educational and professional licenses of staff either assigned or present at the medical and mobile dental units;

12. to maintain in current and good standing the drivers licenses as required for the operation of the mobile units;

13. to contain, keep safe and remove from County premises any and all hazardous waste material generated in connection with the services provided.

II. VOLUNTARY TERMINATION

Both parties agree to the following terms and conditions;

Either party may terminate this agreement by providing notice to the other party in writing declaring their intent to terminate. A voluntary termination shall be submitted with no more than sixty (60) days notice but no less than fourteen (14) days notice to the other party.

III. TERMINATION FOR CAUSE

Either party may terminate this agreement for failure to meet the obligations as set forth for the parties. The failure of CCHCI to meet the licensing/permit/insurance requirements or provide them upon demand by Cochise County within the specified time period of seventy two (72) hours is cause for immediate termination.

IV. SEVERABILITY

The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

V. MODIFICATION

Any modifications of this agreement must be in writing and signed by both parties.

VI. NOTICE TO PARTIES

All notices, requests, demands and any other communications shall be made in writing to the following:

CHSS: Mary Gomez
Director Cochise Health and Social Services
1415 Melody Lane, Bldg A
Bisbee, Arizona 85605

CCHCI Jennifer "Ginger" Ryan
Director Chiricahua Community Health Centers, Inc.
1205 F Avenue
Douglas, Arizona 85607

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

VII. DURATION

The initial term of this MOU shall be for ONE (1) year and shall be automatically renewed for additional TWO (2) year periods at the end of each term, unless otherwise terminated.

VIII. GOVERNING LAW AND VENUE

The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

IX. CANCELLATION

This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

X. INDEMNITY

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

XI. ASSIGNMENT

This MOU is non-assignable in whole or in part by either party without the written consent of the other party.

XII. THIRD PARTY BENEFICIARIES

Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party or create any third party beneficiaries to this MOU.

XIII. PAYMENT AMOUNTS RENEWAL AND ADJUSTMENT

Cochise County reserves the right to adjust the payment amounts it receives under this Agreement in the event of an applicable utility charge increase or if it determines the amounts initially agreed upon are insufficient to cover the costs incurred by the County.

XIV. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede any and all previous proposals, discussions or agreements either oral or written. The Agreement shall not be modified or amended except by written instrument signed by a duly authorized representative of each party.

This Agreement is hereby approved by the respective parties on this _____ day of _____, 2012.

Approved by the County of Cochise

_____
Richard R. Searle, Chairman
Cochise County Board of Supervisors

Attest:

_____
Katie Howard, Clerk of the Board

Approved as to form:

_____
Deputy County Attorney

Approved by:

_____
Jennifer "Ginger" Ryan, Director
Chiricahua Community Health Centers, Inc.

Approved by:

_____
Mary Gomez, Director
Cochise Health and Social Services

Action 27.

Regular Board of Supervisors Meeting **Health**

Meeting Date: 08/14/2012

First Things First - Parents as Teachers Program

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Mary Gomez	**TITLE of PRESENTER:**	CHSS Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

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

Information

Agenda Item Text:

Approve the new subcontract, First Things First – Parents as Teachers, between the Easter Seals Blake Foundation and Cochise Health & Social Services, in the amount of $287,439, for the period of 7/1/12 to 6/30/13.

Background:

The CHSS Prevention Services Division has received the Health Start grant from Arizona Department of Health Services (ADHS) for over 15 years. Health Start promotes healthy families and pregnancies among county residents, addressing women with a risk factor for pregnancy and post partum issues. The purpose is to reduce those risks through a community health worker program where medically trained community members act as a guide and mentor starting with the pregnancy and ending after the first two years of the child's life.

Currently ADHS funds 3 community health workers to serve approximately 200 women per year. There are approximately 3000 families in Cochise County with pregnant woman and/or children under age two (2). We have been looking for a way to expand our services to this population.

Recently CHSS has partnered with Easter Seals Blake Foundation (ESBF) in order to respond to the new First Things First RFGA which focuses serving this population using evidence-based home visiting curriculum. CHSS/ESBF submitted a proposal based on the "Parents As Teachers" (PAT) evidence-based home visiting curriculum and received award notice in June, 2012. The total amount of this grant will allow CHSS to hire 4 new Health Educators and ESBF to hire 4 new Health Educators and together we plan to serve 200 additional families with a more intensive home visiting program.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

If this contract is not approved it will result in the loss of this grant-funded expansion of services to approximately 200 at-risk pregnant women and parenting families in Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

A fully executed original will be sent to the Clerk of the Board for filing.

Fiscal Impact

Fiscal Year:	2012-2013
One-time Fixed Costs? ($$$):	
Ongoing Costs? ($$$):	
County Match Required? ($$$):	
A-87 Overhead Amt? (Co. Cost Allocation $$$):	101,937
Source of Funding?:	Easter Seals Blake Foundation

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, fixed price program from First Things First Cochise Regional Council in the amount of $600,000. The CHSS share would be $287,439.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect the requested staffing level above):

Projected salaries & ERE's:	$216,980
A-87 Overhead @ 46.98%:	$101,937
Authorized OH:	$ 26,131
Net County Subsidy:	$ 75,806

Attachments

ESBF New Subgrant 8-12

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER

Department/Division: HEALTH/PSD

Date Prepared: 7/31/12

Telephone: 520-432-9402

Grantor: Easter Seals Blake Foundation

Grant Title: First Things First, Parents As Teachers

Grant Term From: 7/1/12 To: 6/30/13

Fund No/Dept. No: tbd

Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☒ Yes ☐ No Amendment No. _____ Increase $ 287,439 Decrease $ _____

Briefly describe purpose of grant:

The "Parents As Teachers" (PAT) Program is an evidence-based home visiting curriculum to County residents to promote healthy families and pregnancies, specifically addressing women with a risk factor for pregnancy and post partum issues, and to reduce those risks through a program where community health workers act as a guide and mentor, starting with the pregnancy and ending after the first two years of the child's life.

If amendment, provide reason:

n/a

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Mandated by ADHS

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year				$287,439	$287,439
Remaining Years					
Total Revenue				$287,439	$287,439

Is County match required? ☐ Yes ☒ No If yes, dollar amount $ _____

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: Easter Seals Blake Foundation

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation 101,937

b) Amount of overhead allowed by grant $26,131 County subsidy (a-b) $75,806

Does Grantor accept indirect costs as an allowable expenditure? ☒ Yes ☐ No

If yes, dollar amount $ 26,131 OR percentage allowed _____ %

Number of new positions that will be funded from grant: 4 Number of existing positions funded from grant: 1

Executive Summary Form

Agenda Number: FIRST THINGS FIRST, FY 12-13

Recommendation:

Approve the new subcontract, First Things First – Parents as Teachers, between the Easter Seals Blake Foundation and Cochise Health & Social Services, in the amount of $287,439, for the period of 7/1/12 to 6/30/13.

Background (Brief):

The CHSS Prevention Services Division has received the Health Start grant from Arizona Department of Health Services (ADHS) for over 15 years. Health Start promotes healthy families and pregnancies among county residents, addressing women with a risk factor for pregnancy and post partum issues. The purpose is to reduce those risks through a community health worker program where medically trained community members act as a guide and mentor starting with the pregnancy and ending after the first two years of the child's life.

Currently ADHS funds 3 community health workers to serve approximately 200 women per year. There are approximately 3000 families in Cochise County with pregnant woman and/or children under age two (2). We have been looking for a way to expand our services to this population.

Recently CHSS has partnered with Easter Seals Blake Foundation (ESBF) in order to respond to the new First Things First RFGA which focuses serving this population using evidence-based home visiting curriculum. CHSS/ESBF submitted a proposal based on the "Parents As Teachers" (PAT) evidence-based home visiting curriculum and received award notice in June, 2012. The total amount of this grant will allow CHSS to hire 4 new Health Educators and ESBF to hire 4 new Health Educators and together we plan to serve 200 additional families with a more intensive home visiting program.

Fiscal Impact & Funding Sources:

This is a grant-funded, fixed price program from First Things First Cochise Regional Council in the amount of $600,000. The CHSS share would be $287,439.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect the requested staffing level above):

Projected Salaries/EREs	$216,980
A-87 OH @ 46.98%	$101,937
Authorized OH	$26,131
Net County Subsidy	$75,806

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

If this contract is not approved it will result in the loss of this grant-funded expansion of services to approximately 200 at-risk pregnant women and parenting families in Cochise County.

Cochise County Health and Social Services Sub-Contract Agreement for PARENTS AS TEACHERS July 1, 2012 – June 30, 2013

Subgrant Agreement

Parents as Teachers Home Visitation Program for Cochise County

This Subgrant is made and entered into by and between Easter Seals Blake Foundation (herein referred to as "ESBF"), with the principal place of business at 6420 E. Broadway Ste B-300, Tucson, AZ 85710 and the Cochise Health and Social Services (hereinafter referred to as "Subgrantee), with a principal place of business at 1415 Melody Lane, Building A, Bisbee, AZ 85603.

RECITALS

1. It is understood and agreed between the parties that Subgrantee is an independent contractor/Subgrantee in the performance of each and every part of this Subgrant and solely and personally liable for all labor in connection therewith not otherwise provided in ESBF staff or intern responsibilities, and that Subgrantee, on its own action, is not empowered to incur expenses or other obligations on behalf of ESBF. Subgrantee is solely responsible for the means, methods and manner of performing the services provided for under this Subgrant.

2. The scope of services contributing to the Grant performed by the Subgrantee is as follows: All work as outlined in the joint ESBF and Cochise Health and Social Services proposal for the FTF Cochise County Regional Partnership Council Parents As Teachers Home Visitation RFGA #FTF-RC002-13-0385-01, including all Standards of Practice.

3. Subgrantee wishes to perform said services under the terms set forth herein. Now, therefore, in consideration of the mutual promises set forth herein, it is agreed by and between ESBF and Subgrantee:

Section One: Description of Work

Subgrantee agrees to perform the services described in paragraph 2 of the Recitals above, including all services generally performed in the usual line of business of Subgrantee.

Section Two: Payment and Expenses

ESBF will pay Subgrantee in an amount not to exceed a sum of $287,430. to provide Comprehensive Community Based Home Visitation services that address the immediate health, safety and welfare of children birth through age 3. Subgrantee will submit an invoice for Home Visitation Services to ESBF within fifteen calendar days following the end of each month for the work performed and/or expenses incurred for that month. The invoice will include an invoice number, the dates covered by the invoice and a line-item breakdown of permissible expenses incurred. ESBF will pay Subgrantee the approved claim amount in the invoice each month, for services performed during the term of the Subgrant, payable within two weeks after receiving each invoice. A detailed listing of expenses to be reimbursed by ESBF to Subgrantee shall be included with each invoice. Subgrantee shall only be reimbursed the amount of dollars actually spent by the Subgrantee. Subgrantee, on its own action, is not authorized to incur expenses or obligations on behalf of ESBF. Subgrantee assumes sole responsibility for reimbursement to ESBF of a sum of money equivalent to the amount of any expenditures from funds allocated to Subgrantee that were not made in compliance with the provisions of this Subgrant. Subgrantee agrees to permit ESBF and/or independent auditor's access

to its records and financial statement as necessary for ESBF to comply with the requirement of all Generally Accepted Auditing Standards (GAAS). This Subgrant is subject to the ongoing availability of all funding sources. A reduction, delay or elimination of funding may, in turn, result in ESBF delaying payment to the Subgrantee, reducing payment to the Subgrantee commensurate with a reduction in scope of work, and/or terminating this Subgrant.

Section Three: Relationship of Parties

The parties to this Subgrant intend that the relationship of Subgrantee to ESBF created by this Subgrant is that of an independent Subgrantee. Subgrantee is not to be considered an agent, servant or employee of ESBF for any purpose. None of the benefits provided by ESBF to its agents, servants or employees are available from ESBF to the Subgrantee or its agents, servants, employees or contractors of Subgrantee. Subgrantee will be solely and entirely responsible for its acts and for the acts of its agents, servants or employees and contractors during the performance of this Subgrant. Subgrantee may perform duties for other clients. Subgrantee is liable for any taxes, interest and penalties assessed by the IRS, and agree to indemnify and hold harmless ESBF for all such taxes, interest and penalties and for any auditing and legal fees incurred by ESBF in connection with the terms of the Subgrant. ESBF will not obtain or be held responsible for workers' compensation insurance on behalf of Subgrantee or any other person engaged as a result of this Subgrant.

Section Four: Confidentiality

Subgrantee will not disclose or use, either during or after the term of this Subgrant, any nonpublic proprietary or confidential information about participants, ESBF, any other subgrantees or partner organizations without prior written permission, except to the extent necessary to perform services described in paragraph 2 of the Recitals above. Subgrantee will not reproduce such data except as necessary to the performance of this agreement. Subgrantee shall securely store and safeguard such information at all times and will comply with the Data Protection Act and any other legal requirements. Subgrantee shall not be restricted in using any material which is publicly available, already in Subgrantee's possession or known to Subgrantee without restriction or which is rightfully obtained by Subgrantee from sources other than ESBF or any other subgrantees or partner organization. Subgrantee will ensure full compliance with all HIPAA provisions.

Section Five: Liability

Subgrantee will take all necessary and appropriate precautions and will be responsible for the safe performance of all services which are the subject of this Subgrant. All work will be done at subgrantee's sole and exclusive risk. Subgrantee agrees to indemnify ESBF for any and all liability or loss arising during the performance of this contract. Subgrantee will also agree to indemnify and hold ESBF harmless against any failure by Subgrantee to compensate its employees for work related to the contract. In the event the contract is terminated, ESBF will, in its discretion, reasonably compensate Subgrantee for that portion of the work that has already been performed. Subgrantee shall maintain adequate liability and professional insurances at all times during the term of this Sub-Contract Agreement (General Liability & Sexual Abuse: $1,000,000 per occurrence, $3,000,000 aggregate; Professional Liability: $1,000,000 per incident, $3,000,000 aggregate) and shall provide ESBF with a Certificate of Liability Insurance naming ESBF as additional insured with respect to this Agreement.

Section Six: Amending Subgrant

This Subgrant may be amended at any time by mutual agreement of ESBF and Subgrantee. Any such amendment shall be effective upon the signature of ESBF and Subgrantee.

Section Seven: Duration

The services to be performed under this Subgrant will commence on July 1, 2012 and will terminate June 30, 2013. This Subgrant may be terminated by either ESBF or Subgrantee upon thirty (30) working days written notice. In such case, termination will be considered effective upon personal delivery to the recipient's address as stated in this Subgrant or three days after being deposited in the United States mail, with postage prepaid to the recipients.

Section Eight: Administration

The Associate Director for ESBF will be responsible for monitoring this Subgrant including, but not limited to review of monthly service, performance and claim reporting, review of monthly financial reporting and reimbursement requests; review of family/child files and documentation and on site monitoring of quality service delivery processes. All monitoring will be done upon request of the ESBF Associate Director and/or the ESBF Financial Department Manager. At its discretion, ESBF may require corrective action when it is determined that the Subgrantee is out of compliance with the terms of the Subcontract or is not providing services as outlined in the proposal for services as contractually required by the FTF Cochise County Regional Partnership. In the event of a dispute under this Subgrant, the parties agree to make a good faith attempt to resolve the dispute prior to taking any formal action.

Section Nine: Additional Terms and Conditions

The Subgrantee agrees to provide services that are in compliance with First Things First Home Based Family Support Visitation Scope of Work and Standards of Practice, attached hereto and incorporated by reference into this Agreement. The Subgrantee agrees to abide by the State of Arizona Uniform Terms and Conditions as outlined in the First Things First Contract. Payment for expenses incurred will not be made until such time as a certificate of insurance which meets the minimum scope and limits outlined in FTF Special Terms and Conditions/Minimum Scope and Limits of Insurance provisions is on file at ESBF. All certificates shall name ESBF as an additional insured as well as all parties in Appendix A of the original contract.

Cochise County Health and Social Services	**Easter Seals Blake Foundation**
BY: Mary Hory	BY: _____
TITLE: DIRECTOR - CHSS	TITLE: _____
DATE: 7/31/12	DATE: _____

SUBGRANT AGREEMENT DETERMINATION

Re: Subgrant Agreement to provide the "Parents As Teachers" (PAT) evidence-based home visiting curriculum to County residents to promote healthy families and pregnancies, specifically addressing women with a risk factor for pregnancy and post partum issues, and to reduce those risks through a program where community health workers act as a guide and mentor, starting with the pregnancy and ending after the first two years of the child's life; between the Easter Seals Blake Foundation and Cochise Health & Social Services.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 26th day of July, 2012.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: _____
Terry Bannon
Deputy County Attorney

Cochise County Health and Social Services Sub-Contract Agreement for PARENTS AS TEACHERS July 1, 2012 – June 30, 2013

Subgrant Agreement

Parents as Teachers Home Visitation Program for Cochise County

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1. It is understood and agreed between the parties that Subgrantee is an independent contractor/Subgrantee in the performance of each and every part of this Subgrant and solely and personally liable for all labor in connection therewith not otherwise provided in ESBF staff or intern responsibilities, and that Subgrantee, on its own action, is not empowered to incur expenses or other obligations on behalf of ESBF. Subgrantee is solely responsible for the means, methods and manner of performing the services provided for under this Subgrant.

2. The scope of services contributing to the Grant performed by the Subgrantee is as follows: All work as outlined in the joint ESBF and Cochise Health and Social Services proposal for the FTF Cochise County Regional Partnership Council Parents As Teachers Home Visitation RFGA #FTF-RC002-13-0385-01, including all Standards of Practice.

3. Subgrantee wishes to perform said services under the terms set forth herein. Now, therefore, in consideration of the mutual promises set forth herein, it is agreed by and between ESBF and Subgrantee:

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Cochise County Health and Social Services Sub-Contract Agreement for PARENTS AS TEACHERS July 1, 2012 – June 30, 2013

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Cochise County Health and Social Services

BY: Mary Gon

TITLE: Director - CHSS

DATE: 7/31/12

Easter Seals Blake Foundation

BY: _____

TITLE: _____

DATE: _____

SUBGRANT AGREEMENT DETERMINATION

Re: Subgrant Agreement to provide the "Parents As Teachers" (PAT) evidence-based home visiting curriculum to County residents to promote healthy families and pregnancies, specifically addressing women with a risk factor for pregnancy and post partum issues, and to reduce those risks through a program where community health workers act as a guide and mentor, starting with the pregnancy and ending after the first two years of the child's life; between the Easter Seals Blake Foundation and Cochise Health & Social Services.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 26th day of July, 2012.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: _____
Terry Bannon
Deputy County Attorney

OFFICE OF THE

COCHISE COUNTY ATTORNEY

CIVIL DIVISION

P.O. Drawer CA

Bisbee, Arizona 85603

EDWARD G. RHEINHEIMER
COCHISE COUNTY ATTORNEY
Telephone No.: (520) 432-8700
Fax No.: (520) 432-8778

Interoffice Memorandum

To: Jennifer Steiger, Administrative Coordinator, Health Department

From: Annette Weems, Legal Secretary III

Date: July 26, 2012

Subject: *NEW* – First Things First – Parents as Teachers Subgrant

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Pursuant to your request, attached are two originals of the above referenced Agreement. The attached Subcontract Agreement Determination forms have been reviewed and signed by Terry Bannon.

:aw

Attach.

Cochise Health & Social Services

Mary Gomez, Director *"Building A Healthier Future"*

RECEIVED
JUL 25 2012
COCHISE COUNTY
ATTORNEY'S OFFICE

DATE: July 24, 2012

TO: Annette Weems, Legal Secretary

FROM: Jennifer Steiger, Program Coordinator

RE: *NEW* - First Things First – Parents as Teachers Subgrant

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Attached are two original copies of the above referenced new contract. Please have the County Attorney review and sign both copies of the contract. If your office needs more information or has any questions about this new contract please let me know.

Thank you for your prompt attention to this matter.

Your County Questions Answered: www.cochisecounty.com *Email: health@co.cochise.az.us*

Main:	1415 Melody Lane, Bldg. A, Bisbee, AZ 85603	Phone: 520-432-9400	Fax: 520-432-9480
Benson:	126 W. 5th Street, Benson, AZ 85602	Phone: 520-586-8200	Fax: 520-586-2051
Douglas:	515 7th Street, Douglas, AZ 85607	Phone: 520-364-5600	Fax: 520-364-5453
Sierra Vista:	4115 E. Foothills Drive, Sierra Vista, AZ 85635	Phone: 520-803-3900	Fax: 520-459-8195
Willcox:	450 S. Haskell Avenue, Willcox, AZ 85643	Phone: 520-384-7100	Fax: 520-384-0309