

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlathe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING

Tuesday, April 8, 2014 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve Community Development Block Grant (CDBG) award #121-14 from the Arizona Department of Housing for repairs to the Bowie Water Improvement District effective April 14, 2014 to May 1, 2016 in the amount of \$78,571.
2. Approve Community Development Block Grant (CDBG) award #120-14 from the Arizona Department of Housing for repairs to the Elfrida Water Improvement District effective April 14, 2014 to May 1, 2016 in the amount of \$112,000.

3. Approve the Minutes of the regular meeting of the Board of Supervisors of March 25, 2014.
4. Ratify a Letter of Support for Cooperative Agency Alternative as the Preferred Alternative in the United States Fish and Wildlife Service (USFWS) Environmental Impact Statement (EIS) regarding a proposed Nonessential Experimental Population Rule for the Mexican Wolf in Arizona and New Mexico.
5. Ratify a letter to Governor Jan Brewer from the Board of Supervisors opposing SB 1483: County Supervisors; population threshold; membership.
6. Approve a proclamation to proclaim April 2014 as National County Government Month - "Ready and Resilient Counties: Prepare. Respond. Thrive." in support of the effort to educate and engage residents about the value of available services in Cochise County and the positive impact these services can have on the lives of County residents.

County Sheriff

7. Approve the acceptance of a donation of \$66,785 for the Sheriff's Office to purchase 41 Taser International X2 Tasers.
8. Approve the acceptance of a donation to the Sheriff's Office for 50 Kustom Signals Inc. Golden Eagle II radar units to verify speed of vehicles.
9. Approve the acceptance of a donation of a 2011 Ford Truck for the Cochise County Sheriff's Office to be used as a replacement vehicle for the Sheriff's Office Southeastern Arizona Border Region Enforcement (SABRE) Unit.
10. Approve the Work and Financial Plan, Agreement Number 13-73-04-0228-RA, between Cochise County and the U.S. Department of Agriculture Animal and Plant Health Inspection Service, Wildlife Services, pursuant to the existing Cooperative Service Agreement No. 09-73-04-0228-RA, to assign a Wildlife Specialist to Cochise County for predator and disease control for the term of July 1, 2014 to June 30, 2015 at a cost of \$35,190.

Court Administration

11. Approve hiring one additional Justice Court Security Officer for fiscal year 2013-2014 and the purchase of related officer equipment with an estimated cost of \$39,205.

Finance

12. Approve demands and budget amendments for operating transfers.

Fleet Services Management

13. Approve the award of Invitation for Bids (IFB) No. 14-32-FSD-04 to Bear Cat Manufacturing, Inc. for the purchase of one Chip Spreader for the Fleet Services Department in the amount of \$260,500 plus applicable tax.

Housing Authority

14. Approve a Fair Housing Proclamation and proclaim April 2014 as Fair Housing Month in Cochise County.

PUBLIC HEARINGS

Community Development

15. Adopt Resolution 14-07, altering the establishment of Davis Road, a County Highway, at milepost 9.9, as described therein.

ACTION

County Sheriff

16. Approve the acceptance of a donation to acquire a Lockheed Martin QR-425 Unmanned Aerial Vehicle (UAV) for use in law enforcement and search and rescue activities.
17. Approve the acceptance of a donation to contract with Airwest Helicopters LLC to provide the Sheriff's Office with air support utilizing a Bell 206L4 Helicopter effective April 8, 2014 through April 7, 2015.

STATE & FEDERAL LEGISLATION

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

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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

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

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 04/08/2014

Community Development Block Grant (CDBG) Award for the Bowie Water Improvement District

Submitted By: Lisa Marra, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME** Lisa M. Marra**TITLE** Grants Director**of PRESENTER:****of PRESENTER:****Mandated Function?:** Not Mandated**Source of Mandate
or Basis for Support?:**

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 Community Development Block Grant (CDBG) award #121-14 from the Arizona Department of Housing for repairs to the Bowie Water Improvement District effective April 14, 2014 to May 1, 2016 in the amount of \$78,571.

Background:

Two public hearings were held to select projects for consideration of funding. These dates were January 8, 2013 and February 26, 2013. A work session was held on February 12, 2013, and a final public hearing was conducted on April 9, 2013 to adopt Resolution 13-11.

The Board unanimously voted to award funding for the following repairs to the Bowie Water Improvement District:

Replace 265 water meters and related equipment. Perform electrical repairs and replace booster and chlorine pumps, along with purchasing a diesel generator for backup power.

Cost of the project is \$68,000 with an additional \$10,571 awarded for direct administration overhead costs to run the construction project. There is no county match required.

Department's Next Steps (if approved):

Two originals of the Grant Agreement will be provided to the Clerk of the Board. After formal Board approval and appropriate signatures, please return both (two) signed originals to Lisa Marra. After the Az. Dept of Housing has signed and returned one original, it will be forwarded to the Board office for record. Work with Procurement to establish scope of work, obtain bids, and monitor progress of the project.

Impact of NOT Approving/Alternatives:

If this Grant Agreement is not approved, the County will lose State approved CDBG entitlement funding and the repairs to the water district will not be completed.

To BOS Staff: Document Disposition/Follow-Up:

Two copies will be provided for signatures. Please return both copies. Thank you

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Contract Bowie

JANICE K. BREWER
Governor



MICHAEL TRAILOR
Director

**STATE OF ARIZONA
DEPARTMENT OF HOUSING**

1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: (602) 771-1002

March 14, 2014

Lisa Marra, Grants Administrator
Cochise County
1415 Melody Lane, Building G
Bisbee, AZ 85603

RE: FY2013 Community Development Block Grant (CDBG)
Bowie Water District Improvements
Response Due By: April 14, 2014

Dear Ms. Marra:

The Arizona Department of Housing ("ADOH") has reserved CDBG (Regional) funds in the amount of \$78,571.00 for the Bowie Water District Improvements located in Bowie, AZ. You may formally accept the terms and conditions by completing the signature block at the bottom of the letter and returning this letter to ADOH by the response due date noted above.

CDBG Funding Terms

1. Activity #1 - Administration

The State has reserved \$10,571.00 from CDBG FY2013 Regional Account dollars for general administration. Approved uses include: all required administrative actions to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in 24 CFR 570.500-570.614 and current Arizona Department of Housing Handbooks

2. Activity #2 – Bowie Water District Improvements

The State has reserved \$68,000.00 from CDBG FY2013 Regional Account dollars for project funding. Approved uses include: design and engineering associated with the specified improvements, replacement of water meters and related equipment, installation of new electrical components, purchase and installation of a new generator, replacement of pumps.

Conditions of Reservation of CDBG (Regional) Funding

Work will be performed in accordance with the County's adopted plans and codes.

The award must be underway within 2 months and completed within 24 months of contract award.

Performance measures to be met:

- Objective: Suitable Living Environment
- Outcome: Improved Sustainability
- Indicator(s): Number of residents with improved service
- Data Collection Methodology: Document the number of residents with improved service

Additional Requirements

No additional items required for acceptance of award, terms, and conditions.

Please sign and date your acceptance of the terms and conditions and return with any items listed under Additional Requirements no later than n/a.

To discuss the terms and conditions in this letter, please contact the CD&R Program Administrator, Kathy Blodgett at (602) 771-1021 or by e-mail at Kathy.Blodgett@azhousing.gov.

Sincerely,



Andrew Rael
Assistant Deputy Director of Programs

Cc: Katherine E. Blidgett, Administrator, CD&R Programs 

Enclosure

ACCEPTANCE OF RESERVATION OF CDBG (Regional) FUNDING

Cochise County - Bowie Water District Improvements

The undersigned authorized signatory for Cochise County accepts the reservation of CDBG (Regional) funding in the amount stated above and subject to the terms and conditions described in this letter.

By: _____

Print Name

Title

CHECKLIST OF ADDITIONAL REQUIREMENTS FOR ACCEPTANCE

No additional requirements

JANICE K. BREWER
Governor



MICHAEL TRAILOR
Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING

1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: (602) 771-1002

March 14, 2014

Recipient: Cochise County
Project Type: Bowie Water District Improvements
REPLY DUE: April 14, 2014

Lisa Marra, Grants Administrator
Cochise County
1415 Melody Lane, Building G
Bisbee, AZ 85603

Dear Ms. Marra:

Enclosed for your Chief Elected Official's signature are 2 copies of the new funding agreement for your FY 2013CDBG RA funds. The effective date of the agreement will be the date it is signed by the State of Arizona Department of Housing ("ADOH"). The expiration date appears at the top of page one. Please sign and return all of the originally signed copies of each agreement to ADOH by the date indicated. After the appropriate person at ADOH signs, a fully executed original copy will be forwarded to you.

The following items are also enclosed:

- #1. Designation of Depository Form, F-1
- #2. Authorized Signature Form, F-2
- #3. Authorized Signature Card for Communication Letter Changes + Amendments, CD-1
- #4. Electronic Deposit Application, GAO-618 (*optional*)

Please return an original set of F-1, F-2 and CD-1 forms to the State of Arizona Department of Housing along with your agreement documents. Please keep an original copy of each form for your files. If you have multiple CDBG Funding Agreements, you may include all applicable contract numbers at the top right of each form. An F-1 and an F-2 Form (items #1 and #2) must be on file prior to the processing of a Request for Payment, F-3.

The *CDBG Grant Administration Handbook* contains instructions on how each of the above forms should be completed and on its use. The directions for item #4 are attached to the form. Please also note that prior to the obligation of either CDBG or leverage funds, certain Environmental Review Record (ERR) requirements must be met. The *CDBG Environmental Review Handbook* describes the ERR requirements for each type of activity or activity component.

If you have questions or concerns about this letter or the enclosures, please contact your Community Development and Revitalization Specialist at me at (602) 771-1000. Good luck in the implementation of your grant activities.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine E. Blodgett". The signature is fluid and cursive, with the first name being the most prominent.

Katherine E. Blodgett

Community Development and Revitalization Programs Administrator

Enclosures

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

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| ☒ | A | Scope of Work |
| ☒ | B | Performance Report/Schedule of Completion |
| ☒ | C | Budget |
| ☒ | D | Request for Payment Form |
| ☐ | E | Special Conditions of the Agreement |
| ☒ | F | Certification and Other Requirements Relating to Title I or Title II Assistance |
| ☒ | G | Authorizing Resolution(s) |
| ☐ | H | Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013) |

AGREEMENT NO. 121-14
TERMINATION DATE May 1, 2016

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
COCHISE COUNTY
FOR
Bowie Water District Improvements**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- ☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")
- ☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")
- ☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/ AIDS) ("HOPWA")
- ☐ Title IV Part 587 of the McKinney-Vento Homeless Assistance Act 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

and

COCHISE COUNTY
(Entity)

An Arizona County ("**Recipient**") DUNS #020126041, located at

1415 Melody Lane, Building G

Street

Bisbee, AZ 85603

City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$78,751.00 in the following type of funds to Recipient in accordance with this Agreement.

- ☒ **CDBG, CFDA # 14.228**
Federal Fiscal Year 2013
\$78,751.00
- ☐ **HOME, CFDA # 14.239**
Federal Fiscal Year _____
\$ _____
- ☐ **HTF**
State Fiscal Year _____
\$ _____
- ☐ **HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$ _____
- ☐ **COC, CFDA # 14.267**
Federal Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the **Budget** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until MAY 1, 2016 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, Authorizing Resolution(s)** and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- ☒ **CDBG** funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ **HOME** funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) the *State Housing Fund Program Summary and Application Guide* and any revisions thereto.
- ☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ **Special Needs Housing "homeless" funding from COC** requires adherence to 24 CFR Part 587 as revised.
- ☐ **Special Needs Housing "homeless" funding from HOPWA** requires adherence to 24 CFR Part 574 as revised.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A**.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

- ☐ **RENTAL Projects funded with HOME or HTF.** Recipient must submit a *Bimonthly Performance Report* attached hereto as **Attachment B**. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

- ☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B**. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- ☐ **Special Needs Housing "homeless" funding from COC.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4**. Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than 60 days following the contract termination date listed on Page 1 of the Agreement.
- ☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) *HUD Annual Progress Report (APR) document No. 40110-C* attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or

describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in **Attachment B**.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- ☐ **RENTAL Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☐ **Special Needs Housing "homeless" funding from COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C**. Recipient further agrees that

any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
- (b) Additional funding sources are added to the Project;
- (c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

- ☒ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in **Attachment C**. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as **Attachment D**. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

“Funds Recouped by Recipient” means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient, and Interest to ADOH within 30 days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within 30 days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work (Attachment A)* without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by

ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment, however, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions,

Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds.

Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the **Scope of Work (Attachment A)** or fails to expend any funds in accordance with the **Budget (Attachment C)** within one hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH 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 ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

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

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly

amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

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

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, COC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity;

Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its Subcontractors, at Recipient's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed

satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or Co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section “federal funds” means funding from the CDBG, HOME, HOPWA, and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient’s contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

Cochise County
Entity
LISA MARRA
Attention (if applicable)
1415 MELODY LANE, BUILDING C
Mailing Address
Bisbee, AZ 85603
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches

high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,	Cochise County
ARIZONA DEPARTMENT OF HOUSING	RECIPIENT

BY: _____

Michael Traylor

BY: _____

Ann English

TITLE: Director

TITLE: Chairman of the Cochise County
Board of Supervisors

DATE: _____

DATE: _____

Attachment A SCOPE OF WORK

Cochise County 121-14 – Bowie Water District Improvements

Activity #1 - Administration

\$10,571 CDBG

To carry out all required actions to administer activities funded from the FY 2013 SEAGO Regional Account for Cochise County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Bowie Water District Improvements

\$68,000 CDBG

To use CDBG funds to complete several improvements to the Bowie Water District in Bowie, Arizona. Improvements will consist of:

- Replacement of approximately 265 water meters and associated equipment
- Installation of new electrical controllers and air compressors
- Purchase and installation of a new backup generator
- Replacement of booster and chlorine pumps

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 479 people of whom 302 (or 63%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMI included) with improved service

Data Collection Methodology: Document the number of residents living in the service area who have improved service from the water district improvements.



ATTACHMENT B

Page 1 of 1

Recipient	Cochise County				Date
Contract No	121-14	Contract Period: from May 1, 2014 to May 1, 2016			Revision
Activity	Bowie Water District Improvements				Jan April July Oct
Recipient Address	1415 Melody Lane Bldg G				Project City Bisbee
Contact Person	Lisa Marra				Zip Code 85603
Phone	520.432.9742	Email	lmarra@cochise.az.gov		Fax 520.432.9758
Program Specialist	Toni Pattison	Email	toni.pattison@azhousing.gov		Project County Cochise
Indicate adherence to contract or schedule changes. Due by the 15th Jan, April, July, Oct.					
Contract Schedule		Contract Date	Complete Yes/No	Modification Date	
Environmental Review Clearance		4/30/2014			
Signed Contract with ADOH		5/1/2014			
Finalize SOW for Engineer		8/1/2014			
Procure Engineering Consultant		1/1/2015			
Engineering		3/1/2015			
Bid Advertisement/Procurement		5/1/2015			
Contractor Selection/Bid Award		7/15/2015			
Permits Acquired		8/1/2015			
Improvements Complete		1/15/2016			
Final Inspection/Approval		2/15/2016			
Project Complete-Contract Closeout		5/1/2016			
Please provide a brief description of activities performed this quarter. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific.					
Recipient Authorized Signature		Date		Title	



Attachment C

REV. 8-2013



Attachment D

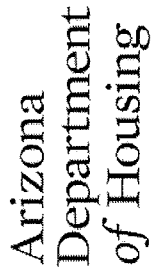
ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Cochise County		Date
Contract No	121-14	Contract Period: from May 1, 2014 to May 1, 2016	Pay Req. No/Mo
Activity	Bowie Water District Improvements		Direct Wire Dep Yes No
Recipient Address	1415 Melody Lane Bldg G		City ZIP
Contact Person	Lisa Marra		85603
Phone	520.432.9742	Email Imarra@cochise.az.gov	Fax 520.432.9758
Program Specialist	Toni Pattison	Email toni.pattison@azhousing.gov	County Cochise

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

[illegible]

Recipient Authorized Signature			Date	Title
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.				
Performance Reports	Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval			Date	ADOH Program Administrator Approval
			Date	



ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Contract Period: from May 1, 2014 to May 1, 2016				Date		
Contract No					Pay Req. No		
Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source

RESOLUTION 13- 11

**AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR FY 2013
STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS,
CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S
PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY
DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE
CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY
TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN
SAID APPLICATIONS**

WHEREAS, the County of Cochise is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these applications address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, the projects that have been requested that meet at least one of the three Congressional mandated National Objectives are: i) Cochise County Housing Authority Emergency Home Repair Program, \$170,000; ii) Elfrida Water District Improvements, \$120,000; iii) Bowie Water District Improvements, \$117,000; and

WHEREAS, it is estimated that the total amount of CDBG funds that will be available is \$170,000, of which Cochise County could apply for up to 18% in Administration Funds to administer the grant; and

WHEREAS, a grantee of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations,

RESOLUTION 13- 11**Re: Authorizing the Submission of Applications for FY 2013 State CDBG Funds...****Page 2**

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors authorize applications to be made to the State of Arizona, Department of Housing for FY 2013 CDBG funds, and authorize the Chairman of the Board of Supervisors to sign applications and contracts or grant documents for receipt and use of these funds in the following order of priority:

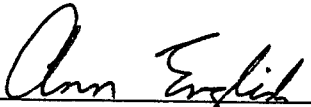
- i) Elfrida Water District: a) 50g tank, \$72,000; b) clean/deepen existing well, \$23,000;
- ii) Bowie Water District: a) hydrants/meters, \$20,000; b) electrical repairs, \$18,000; c) replace pump, \$28,000;
- iii) Cochise County for Administrative Funds, any funds remaining, up to 18% of the total grant amount.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors is authorized to take all actions necessary to implement and complete the activities submitted in said applications; and

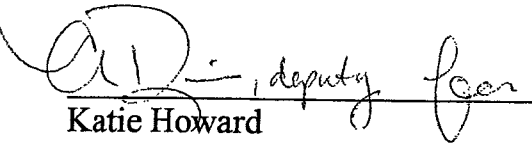
BE IT FURTHER RESOLVED that these applications for State CDBG funds meet the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

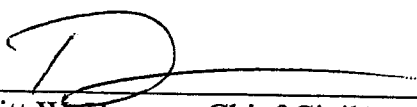
BE IT FINALLY RESOLVED that Cochise County will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 9th day of April, 2013.


 Ann English, Chairman
 Board of Supervisors

ATTEST:**APPROVED AS TO FORM:**


 Katie Howard
 Clerk of the Board


 Britt W. Hanson, Chief Civil Deputy
 County Attorney

Board of Supervisors**Regular Board of Supervisors Meeting****Meeting Date:** 04/08/2014

Community Development Block Grant (CDBG) Award for the Elfrida Water Improvement District

Submitted By: Lisa Marra, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME** Lisa M. Marra**TITLE** Grants Director**of PRESENTER:****of PRESENTER:****Mandated Function?:** Not Mandated**Source of Mandate
or Basis for Support?:**

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 Community Development Block Grant (CDBG) award #120-14 from the Arizona Department of Housing for repairs to the Elfrida Water Improvement District effective April 14, 2014 to May 1, 2016 in the amount of \$112,000.

Background:

Two public hearings were held to select projects for consideration of funding. These dates were January 8, 2013 and February 26, 2013. A work session was held on February 12, 2013, and a final public hearing was conducted on April 9, 2013 to adopt Resolution 13-11.

The Board unanimously voted to award funding for the following repairs to the Elfrida Water Improvement District:

Remove and replace 50,000 gallon steel water tank. Clean and deepen an existing well 400' and install steel liner and re-set existing submersible pump.

Cost of the project is \$96,000 with an additional \$16,000 awarded for direct administration overhead costs to run the construction project. There is no county match required.

Department's Next Steps (if approved):

Two originals of the Grant Agreement will be provided to the Clerk of the Board. After formal Board approval and appropriate signatures, please return both (two) signed originals to Lisa Marra. After the Az. Dept of Housing has signed and returned one original, it will be forwarded to the Board office for record.

Work with Procurement to develop scope of work, obtain bids, and monitor progress of project until completion.

Impact of NOT Approving/Alternatives:

If this Grant Agreement is not approved, the County will lose State approved CDBG entitlement funding and the repairs to the water district will not be completed

To BOS Staff: Document Disposition/Follow-Up:

Two copies will be provided for signatures. Please return both copies. Thank you

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Agreement Elfrida

JANICE K. BREWER
Governor



MICHAEL TRAILOR
Director

**STATE OF ARIZONA
DEPARTMENT OF HOUSING**

1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: (602) 771-1002

March 14, 2014

Lisa Marra, Grants Administrator
Cochise County
1415 Melody Lane, Building G
Bisbee, AZ 85603

RE: FY2013 Community Development Block Grant (CDBG)
Elfrida Water District Improvements
Response Due By: April 14, 2014

Dear Ms. Marra:

The Arizona Department of Housing ("ADOH") has reserved CDBG (Regional) funds in the amount of \$112,000.00 for the Elfrida Water District Improvements located in Elfrida, AZ. You may formally accept the terms and conditions by completing the signature block at the bottom of the letter and returning this letter to ADOH by the response due date noted above.

CDBG Funding Terms

1. Activity #1 - Administration

The State has reserved \$16,000.00 from CDBG FY2013 Regional Account dollars for general administration. Approved uses include: all required administrative actions to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in 24 CFR 570.500-570.614 and current Arizona Department of Housing Handbooks

2. Activity #2 – Elfrida Water District Improvements

The State has reserved \$96,000.00 from CDBG FY2013 Regional Account dollars for project funding. Approved uses include: design and engineering associated with the specified improvements, removal and replacement of existing water tank, cleaning and deepening of Well #1, application of steel liner to Well #1, re-setting existing well pumps.

Conditions of Reservation of CDBG (Regional) Funding

Work will be performed in accordance with the County's adopted plans and codes.

The award must be underway within 2 months and completed within 24 months of contract award.

Performance measures to be met:

- Objective: Suitable Living Environment
- Outcome: Improved Sustainability
- Indicator(s): Number of residents with improved service
- Data Collection Methodology: Document the number of residents with improved service

Additional Requirements

No additional items required for acceptance of award, terms, and conditions.

Please sign and date your acceptance of the terms and conditions and return with any items listed under Additional Requirements no later than due date for response.

To discuss the terms and conditions in this letter, please contact the CD&R Program Administrator, Kathy Blodgett at (602) 771-1021 or by e-mail at Kathy.Blodgett@azhousing.gov.

Sincerely,



Andrew Rael
Assistant Deputy Director of Programs

Cc: Katherine E. Blidgett, Administrator, CD&R Programs 

Enclosure

ACCEPTANCE OF RESERVATION OF CDBG (Regional) FUNDING

Cochise County - Bowie Water District Improvements

The undersigned authorized signatory for Cochise County accepts the reservation of CDBG (Regional) funding in the amount stated above and subject to the terms and conditions described in this letter.

By: _____

Print Name

Title

CHECKLIST OF ADDITIONAL REQUIREMENTS FOR ACCEPTANCE

No additional requirements

JANICE K. BREWER
Governor



MICHAEL TRAILOR
Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING

1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: (602) 771-1002

March 14, 2014

Recipient: Cochise County
Project Type: Elfrida Water District Improvements
REPLY DUE: April 14, 2014

Lisa Marra, Grants Administrator
Cochise County
1415 Melody Lane, Building G
Bisbee, AZ 85603

Dear Ms. Marra:

Enclosed for your Chief Elected Official's signature are 2 copies of the new funding agreement for your FY 2013CDBG RA funds. The effective date of the agreement will be the date it is signed by the State of Arizona Department of Housing ("ADOH"). The expiration date appears at the top of page one. Please sign and return all of the originally signed copies of each agreement to ADOH by the date indicated. After the appropriate person at ADOH signs, a fully executed original copy will be forwarded to you.

The following items are also enclosed:

- #1. Designation of Depository Form, F-1
- #2. Authorized Signature Form, F-2
- #3. Authorized Signature Card for Communication Letter Changes + Amendments, CD-1
- #4. Electronic Deposit Application, GAO-618 (*optional*)

Please return an original set of F-1, F-2 and CD-1 forms to the State of Arizona Department of Housing along with your agreement documents. Please keep an original copy of each form for your files. If you have multiple CDBG Funding Agreements, you may include all applicable contract numbers at the top right of each form. An F-1 and an F-2 Form (items #1 and #2) must be on file prior to the processing of a Request for Payment, F-3.

The *CDBG Grant Administration Handbook* contains instructions on how each of the above forms should be completed and on its use. The directions for item #4 are attached to the form. Please also note that prior to the obligation of either CDBG or leverage funds, certain Environmental Review Record (ERR) requirements must be met. The *CDBG Environmental Review Handbook* describes the ERR requirements for each type of activity or activity component.

If you have questions or concerns about this letter or the enclosures, please contact your Community Development and Revitalization Specialist at me at (602) 771-1000. Good luck in the implementation of your grant activities.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine E. Blodgett". The signature is fluid and cursive, with the first name being the most prominent.

Katherine E. Blodgett

Community Development and Revitalization Programs Administrator

Enclosures

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

- | | | |
|-------------------------------------|---|---|
| ☒ | A | Scope of Work |
| ☒ | B | Performance Report/Schedule of Completion |
| ☒ | C | Budget |
| ☒ | D | Request for Payment Form |
| ☐ | E | Special Conditions of the Agreement |
| ☒ | F | Certification and Other Requirements Relating to Title I or Title II Assistance |
| ☒ | G | Authorizing Resolution(s) |
| ☐ | H | Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013) |

AGREEMENT NO. 120-14
TERMINATION DATE May 1, 2016

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
COCHISE COUNTY
FOR
ELFRIDA WATER DISTRICT IMPROVEMENTS

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- ☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")
- ☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")
- ☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")
- ☐ Title IV Part 587 of the McKinney-Vento Homeless Assistance Act 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

and

COCHISE COUNTY
(Entity)

An Arizona County ("**Recipient**") DUNS #020126041, located at

1415 Melody Lane, Building G

Street

Bisbee, AZ 85603

City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$112,000.00 in the following type of funds to Recipient in accordance with this Agreement.

- ☒ **CDBG, CFDA # 14.228**
Federal Fiscal Year 2013
\$112,000.00
- ☐ **HOME, CFDA # 14.239**
Federal Fiscal Year _____
\$ _____
- ☐ **HTF**
State Fiscal Year _____
\$ _____
- ☐ **HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$ _____
- ☐ **COC, CFDA # 14.267**
Federal Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the **Budget** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until MAY 1, 2016 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, Authorizing Resolution(s)** and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- ☒ **CDBG** funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ **HOME** funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) the *State Housing Fund Program Summary and Application Guide* and any revisions thereto.
- ☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ **Special Needs Housing "homeless" funding from COC** requires adherence to 24 CFR Part 587 as revised.
- ☐ **Special Needs Housing "homeless" funding from HOPWA** requires adherence to 24 CFR Part 574 as revised.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A**.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

- ☐ **RENTAL Projects funded with HOME or HTF.** Recipient must submit a *Bimonthly Performance Report* attached hereto as **Attachment B**. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

- ☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B**. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- ☐ **Special Needs Housing "homeless" funding from COC.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4**. Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than 60 days following the contract termination date listed on Page 1 of the Agreement.
- ☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) *HUD Annual Progress Report (APR) document No. 40110-C* attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or

describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- ☐ **RENTAL Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☐ **Special Needs Housing "homeless" funding from COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C**. Recipient further agrees that

any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
- (b) Additional funding sources are added to the Project;
- (c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

- ☒ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in **Attachment C**. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as **Attachment D**. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

“Funds Recouped by Recipient” means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient, and Interest to ADOH within 30 days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within 30 days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work (Attachment A)* without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by

ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work (Attachment A)* and the *Schedule of Completion (Attachment B)* or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment, however, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions,

Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds.

Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the **Scope of Work (Attachment A)** or fails to expend any funds in accordance with the **Budget (Attachment C)** within one hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH 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 ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

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

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly

amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

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

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, COC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity;

Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its Subcontractors, at Recipient's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed

satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or Co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

Cochise County
Entity
LISA MARRA
Attention (if applicable)
1415 MELODY LANE, BUILDING C
Mailing Address
Bisbee, AZ 85603
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches

high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, Cochise County
ARIZONA DEPARTMENT OF HOUSING RECIPIENT

BY: _____ BY: _____
Michael Traylor Ann English

TITLE: Director TITLE: Chairman of the Cochise County
Board of Supervisors

DATE: _____ DATE: _____

Attachment A SCOPE OF WORK

Cochise County 120-14 – Elfrida Water District Improvements

Activity #1 - Administration

\$16,000 CDBG

To carry out all required actions to administer activities funded from the FY 2013 SEAGO Regional Account for Cochise County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Elfrida Water District Improvements

\$96,000 CDBG

To use CDBG funds to complete several improvements to the Elfrida Water District in Elfrida, Arizona. Improvements will consist of:

- Removal and replacement of existing 50,000 gallon water tank
- Cleaning and deepening of Well #1
- Application of a steel liner to Well #1
- Re-setting the existing pump at Well #1

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 972 people of whom 531 (or 54.6%) are low-to-moderate income.

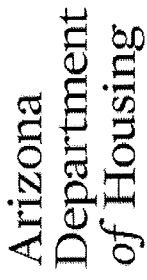
HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMI included) with improved service

Data Collection Methodology: Document the number of residents living in the service area who have improved service from the water district improvements.



ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION										Page 1 of 1	
Recipient		Cochise County			Contract No		120-14			Date	
							Contract Period: from May 1, 2014 to May 1, 2016			Revision	
Activity		Elfrida Water District Improvements			Jan		April			July Oct	
Recipient Address		1415 Melody Lane			Project City		Bisbee				
Contact Person		Lisa Marra			Zip Code		85603				
Phone		520.432.9742			Email		lmarra@cochise.az.gov			Fax 520.432.9758	
Program Specialist		Toni Pattison			Email		toni.pattison@azhousing.gov			Project County Cochise	
Indicate adherence to contract or schedule changes. Due by the 15th Jan, April, July, Oct.											
Contract Schedule					Contract Date		Complete Yes/No		Modification Date		
Environmental Review Clearance					4/30/2014						
Signed Contract with ADOH					5/1/2014						
Engineer Final Scope of Work					9/1/2014						
Bid Advertisement/Procurement					1/1/2015						
Contractor Selection/Bid Award					3/1/2015						
Permits Acquired					4/15/2015						
Improvements Complete					12/15/2015						
Testing					1/15/2016						
Final Inspection/Approval					2/1/2016						
Project Complete-Contract Closeout					5/1/2016						
Please provide a brief description of activities performed this quarter. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific.											
Recipient Authorized Signature					Date			Title			



Attachment C

REV. 8-2013



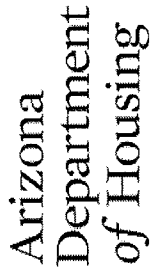
Attachment D

Recipient	Cochise County		Date
Contract No	120-14	Contract Period: from May 1, 2014 to May 1, 2016	Pay Req. No/Mo
Activity	Elfrida Water District Improvements		Direct Wire Dep
Recipient Address	1415 Melody Lane Bldg G		City
Contact Person	Lisa Marra		ZIP
Phone	520.432.9742	Email Imarra@cochise.az.gov	Fax
Program Specialist	Toni Pattison	Email toni.pattison@azhousing.gov	County
			Cochise

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

[illegible]

Recipient Authorized Signature			Date		Title	
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.						
Performance Reports		Current ☐		Not Current ☐		For ADOH Use Only
ADOH Program Specialist Approval			Date		ADOH Program Administrator Approval Date	



ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

[illegible]

RESOLUTION 13- 11

**AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR FY 2013
STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS,
CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S
PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY
DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE
CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY
TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN
SAID APPLICATIONS**

WHEREAS, the County of Cochise is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these applications address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, the projects that have been requested that meet at least one of the three Congressional mandated National Objectives are: i) Cochise County Housing Authority Emergency Home Repair Program, \$170,000; ii) Elfrida Water District Improvements, \$120,000; iii) Bowie Water District Improvements, \$117,000; and

WHEREAS, it is estimated that the total amount of CDBG funds that will be available is \$170,000, of which Cochise County could apply for up to 18% in Administration Funds to administer the grant; and

WHEREAS, a grantee of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations,

RESOLUTION 13- 11**Re: Authorizing the Submission of Applications for FY 2013 State CDBG Funds...****Page 2**

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors authorize applications to be made to the State of Arizona, Department of Housing for FY 2013 CDBG funds, and authorize the Chairman of the Board of Supervisors to sign applications and contracts or grant documents for receipt and use of these funds in the following order of priority:

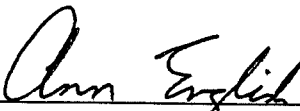
- i) Elfrida Water District: a) 50g tank, \$72,000; b) clean/deepen existing well, \$23,000;
- ii) Bowie Water District: a) hydrants/meters, \$20,000; b) electrical repairs, \$18,000; c) replace pump, \$28,000;
- iii) Cochise County for Administrative Funds, any funds remaining, up to 18% of the total grant amount.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors is authorized to take all actions necessary to implement and complete the activities submitted in said applications; and

BE IT FURTHER RESOLVED that these applications for State CDBG funds meet the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

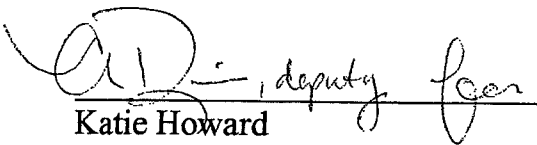
BE IT FINALLY RESOLVED that Cochise County will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 9th day of April, 2013.

 4-9-13

Ann English, Chairman
Board of Supervisors

ATTEST:**APPROVED AS TO FORM:**

 deputy for

Katie Howard
Clerk of the Board


Britt W. Hanson, Chief Civil Deputy
County Attorney

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of March 25, 2014.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

MinutesWarrants

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, March 25, 2014**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, March 25, 2014 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Patrick G. Call, Supervisor
Absent: Richard R. Searle, Vice-Chairman
Staff Jim Vlahovich, Deputy County Administrator; Elda Orduno, Civil Deputy County Attorney;
Present: Arlethe G. Rios, Clerk of the Board

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

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman English opened the call to the public.

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

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

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

PRESENTATION

Certificates of Appreciation presented to Cochise County employee volunteers for their participation in the Neighbors Helping Neighbors (NHN) "Make Generosity Blossom...Weed Out Hunger" event held on Saturday, March 22, 2014 to collect food for local not-for-profit organizations.

Chairman English and Supervisor Call thanked all the volunteers and presented each of them with a certificate of recognition.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 11, 2014.
2. Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #28 SV Busby, Bonnie Burer.
3. Approve the appointment of the following person as Precinct Committee persons for the Democratic Party of Cochise County: Precinct #04 BI Bisbee, Pauline Marie Sherman.

Community Development

4. Adopt Resolution 14-06, establishing Apache Pointe as a declared County Highway as described therein.

Finance

5. Approve demands and budget amendments for operating transfers.

Warrants Nos. 77606-77795, 77813-77996 were issued in the amount of \$1,382,477.80.

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:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
549	Brian Oertel	500.00

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

Juvenile Probation

6. Approve the Juvenile Accountability Block Grant (JABG) award from the Arizona Governor's Office of Children Youth and Families, (GOCYF) in the amount of \$21,778 effective January 1, 2014 to December 31, 2014.

Supervisor Call moved to approve items 1-6 on the Consent Agenda. Chairman English seconded the motion and it carried 2-0 (Searle absent).

ACTION

Board of Supervisors

7. Approve a letter of recommendation for John Ladd to be appointed to the Bureau of Land Management's Arizona Resource Advisory Council (RAC).

Supervisor Call moved to approve a letter of recommendation for John Ladd to be appointed to the Bureau of Land Management's Arizona Resource Advisory Council (RAC). Chairman English seconded the motion.

Mr. Mike Turisk, Planning Manager, presented this item. Mr. Turisk gave the background information and noted that Mr. Ladd had a lot of experience and would be an asset if appointed for the position.

Supervisor Call stated that Mr. Ladd was an excellent choice.

Chairman English called for vote and it was approved 2-0 (Searle absent).

County Assessor

8. Approve a contract with Harris Systems USA, Inc. authorizing continuation of data processing software services necessary for processing the annual assessment roll effective January 1, 2014 to June 30, 2015 in the amount of \$1,331,135.92 for fiscal years 2013/2014 and 2014/2015 .

Mr. Leiendecker noted that the correct cost was \$133,135.92.

Chairman English moved to approve a contract with Harris Systems USA, Inc. authorizing continuation of data processing software services necessary for processing the annual assessment roll effective January 1, 2014 to June 30, 2015 in the amount of \$133,135.92 for fiscal years 2013/2014 and 2014/2015. Supervisor Call seconded the motion.

Mr. Phil Leiendecker, County Assessor, presented this item. Mr. Leiendecker explained that this change was made because the original vendor went bankrupt and Harris System bought them. He said that this program was essential to process the assessment rolls for the County and was excited to work with the new vendor, who is going to establish stability in the program before doing any upgrades.

Chairman English called for vote and it was approved 2-0 (Searle absent).

Court Administration

9. Approve the award of Invitation for Bids (IFB) No. 14-29-FAC-03 to Sunsites Construction for the construction of an Addition and Alteration of JP6 Courthouse in the amount of \$174,010.14.

Supervisor Call moved to approve the award of Invitation for Bids (IFB) No. 14-29-FAC-03 to Sunsites Construction for the construction of an Addition and Alteration of JP6 Courthouse in the amount of \$174,010.14. Chairman English seconded the motion.

Mr. Terry Rutan, Interim Procurement Director, presented this item. He gave the background, and said this had been a request from the Facilities Management Department. He said that the Sunsites Construction Company had been the lowest bid and that staff recommended approval. He noted that the pre-construction would begin on Thursday, March 27th and that the company had 120 days to complete the project from the start date.

Chairman English called for vote and it was approved 2-0 (Searle absent).

Human Resources

10. Approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust for fiscal year 2014-2015.

Chairman English moved to approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust for fiscal year 2014-2015. Supervisor Call seconded the motion.

Mr. Jim Vlahovich, Deputy County Administrator, presented this item. He said rates for the Cochise Combined Trust (CCT) were approved annually and that no increases were anticipated for the upcoming fiscal year. He gave details on changes based on the Affordable Care Act and noted that the trust was very healthy. He explained that there would not be any increases because the trust planned on taking the increases out of their cash carry forward.

Chairman English asked what the \$97,000 increase covered.

Ms. Wendy De La Cruz, Benefits Coordinator, stated that the \$97,000 increase covered changes that had to be made to the insurance based on the requirements of the Affordable Care Act. She specifically noted that the increase was based upon the addition of pre-existing conditions which were not now covered.

Supervisor Call asked if the \$97,000 was an estimated cost.

Ms. De La Cruz stated that there was no way of knowing how much would actually be used once the new changes took place, but that after extensive research the recommended cost was \$97,000.

Chairman English called for the vote and it was approved 2-0 (Searle absent).

STATE & FEDERAL LEGISLATION

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

Supervisor Call noted that SB1483 (county supervisors; population threshold; membership) continued to move forward.

Chairman English noted that she had been working with Governor's staff in case the bill was approved. She said that the budget was still pending and that the Highway User Revenue Fund (HURF) was expected to be reviewed to return some money to the counties.

Both Chairman English and Supervisor Call agreed that a letter to the Governor should be prepared regarding the impact of approving SB1483.

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

Mr. James E. Vlahovich, Deputy County Administrator, was present for Mr. Ortega, who was out sick. Mr. Vlahovich deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Supervisor Call deferred his report.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Richard Searle

Vice-Chairman Searle was absent.

Chairman English adjourned the meeting at 10:29 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Cochise Co. Demands 3.25.14

77401	03/05/2014	AZ Water Company	\$198.83	77478	03/06/2014	County Supervisors Association	\$5,000.00
77402	03/05/2014	CenturyLink	\$80.48	77479	03/06/2014	Courtesy Chevrolet / GMAC	\$34,631.75
77403	03/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$50.61	77480	03/06/2014	Courtesy Chevrolet / GMAC	\$92,801.88
77404	03/05/2014	AZ Public Service (APS)	\$29,449.97	77481	03/06/2014	Cover Shop (The)	\$105.78
77405	03/05/2014	AZ Public Service (APS)	\$1,298.06	77482	03/06/2014	Crowell, Pat	\$13.44
77406	03/05/2014	AZ Water Company	\$2,067.11	77483	03/06/2014	CSIPM	\$550.00
77407	03/05/2014	Bella Vista Water Company-Liberty Water	\$998.75	77484	03/06/2014	Deli Marketing LP	\$1,187.95
77408	03/05/2014	Bowie Water Improvement District	\$79.58	77485	03/06/2014	Deneke, Buffy	\$300.00
77409	03/05/2014	Bowie Water Improvement District	\$39.79	77486	03/06/2014	Desert Scale & Weighing Equipment, Inc.	\$2,392.45
77410	03/05/2014	CenturyLink	\$97.08	77487	03/06/2014	Desert Scale & Weighing Equipment, Inc.	\$1,836.22
77411	03/05/2014	CenturyLink	\$64.48	77488	03/06/2014	Diamond Drugs Inc.	\$5,142.36
77412	03/05/2014	CenturyLink	\$64.48	77489	03/06/2014	Diehl, Helene Joyce	\$140.00
77413	03/05/2014	Douglas, City of	\$144.69	77490	03/06/2014	Douglas Police Department	\$4,362.55
77414	03/05/2014	Douglas, City of	\$331.37	77491	03/06/2014	Douglas, City of	\$35.31
77415	03/05/2014	Elfrida Water Improvement	\$43.36	77492	03/06/2014	Ellis Towing LLC	\$253.00
77416	03/05/2014	Southwest Gas Corporation	\$1,225.56	77493	03/06/2014	Empire Southwest LLC	\$5,775.48
77417	03/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$219.38	77494	03/06/2014	Enriquez, Aurora O.	\$225.00
77418	03/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$10.02	77495	03/06/2014	Federal Express Corporation	\$8.73
77419	03/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$84.30	77496	03/06/2014	Federal Express Corporation	\$31.30
77420	03/05/2014	Whetstone Water Improvement District	\$207.21	77497	03/06/2014	Franklin Refrigeration Service	\$108.44
77421	03/05/2014	Willcox, City of	\$2,148.39	77498	03/06/2014	Galbreath LLC dba Wastequip	\$8,161.70
77422	03/05/2014	Willcox, City of	\$1,518.54	77499	03/06/2014	Gale Group	\$38.92
77423	03/06/2014	AOC Corrections Officer Retire	\$18,231.24	77500	03/06/2014	Garden Canyon Recovery, Alan's	
77424	03/06/2014	Correction Officers	\$16,078.52			Towing, AA Eagle	\$480.00
77425	03/06/2014	Public Safety Retirement Syst	\$78,350.86	77501	03/06/2014	Gonzales, Mario A.	\$250.00
77426	03/06/2014	Public Safety Retirement Syst	\$22,262.56	77502	03/06/2014	Granite Construction Company	\$4,126.84
77427	03/06/2014	AZ Dept of Administration-Risk Managment	\$6,177.04	77503	03/06/2014	Healthcare Collections LLC	\$429.92
77428	03/06/2014	ACE Hardware - Bisbee	\$242.42	77504	03/06/2014	Hopper Jr., Albert N	\$1,500.00
77429	03/06/2014	AFLAC	\$11,334.50	77505	03/06/2014	Interstate Battery	\$695.62
77430	03/06/2014	Alex Espinosa's Bisbee Funeral Home	\$340.00	77506	03/06/2014	JCG Technologies	\$534.36
77431	03/06/2014	American Aluminum Accessories, Inc.	\$3,780.00	77507	03/06/2014	Keefe Supply Company	\$2,522.69
77432	03/06/2014	ARAMARK Services, Inc.	\$36,642.64	77508	03/06/2014	Kuttner, Barbara L	\$11.76
77433	03/06/2014	AZ Counties Insurance Pool	\$34,542.32	77509	03/06/2014	Language Connection LLC	\$592.00
77434	03/06/2014	AZ Department of Corrections - Douglas	\$5,564.31	77510	03/06/2014	LexisNexis Matthew Bender	\$393.31
77435	03/06/2014	AZ Department of Corrections - Douglas	\$97.75	77511	03/06/2014	Long, Jerrod D. DDS	\$475.00
77436	03/06/2014	AZ Department of Corrections - Douglas	\$694.50	77512	03/06/2014	Manring, Donald Gene	\$250.00
77437	03/06/2014	AZ Department of Corrections - Douglas	\$68.00	77513	03/06/2014	McNeil's Custom Engraving	\$49.61
77438	03/06/2014	AZ Department of Corrections - Douglas	\$643.00	77514	03/06/2014	Merle's Automotive Supply, Inc.	\$341.74
77439	03/06/2014	AZ Department of Corrections - Douglas	\$32.00	77515	03/06/2014	MME Consulting Services LLC	\$75.00
77440	03/06/2014	AZ Department of Corrections - Douglas	\$56.00	77516	03/06/2014	Mundt, Lester E.	\$14.56
77441	03/06/2014	AZ Department of Corrections - Douglas	\$1,543.75	77517	03/06/2014	Nyander, Penny Sue	\$313.60
77442	03/06/2014	AZ Department of Corrections ASPC-Tucson	\$130.50	77518	03/06/2014	O'Rielly Chevrolet, Inc.	\$104.00
77443	03/06/2014	AZ Department of Revenue	\$1,008.58	77519	03/06/2014	OfficeMax North America Inc.	\$2,849.59
77444	03/06/2014	AZ Department of Transportation	\$2,605.57	77520	03/06/2014	Porta-Pot	\$745.50
77445	03/06/2014	AZ Department of Weights & Measures	\$30.00	77521	03/06/2014	Porter, William David	\$3,000.00
77446	03/06/2014	AZ Range News	\$124.00	77522	03/06/2014	Prisoner Trans Services America LLC (PTS)	\$599.50
77447	03/06/2014	AZ Range News	\$31.00	77523	03/06/2014	ProTech Scuba	\$8,744.48
77448	03/06/2014	AZ State Prison Complex - Fort Grant	\$290.00	77524	03/06/2014	Prudential Overall Supply	\$111.92
77449	03/06/2014	AZ State Prison Complex - Fort Grant	\$225.00	77525	03/06/2014	Prudential Overall Supply	\$130.71
77450	03/06/2014	AZ State Prison Complex - Fort Grant	\$84.26	77526	03/06/2014	Purcell's Western State Tire Company	\$8,297.67
77451	03/06/2014	Armstrong Consultants, Inc.	\$27,676.00	77527	03/06/2014	Recorded Books, LLC	\$924.91
77452	03/06/2014	Armstrong Consultants, Inc.	\$22,901.80	77528	03/06/2014	Reed, Cynthia - Court Reporter	\$257.60
77453	03/06/2014	Audio Editions	\$197.09	77529	03/06/2014	Richardson's Mortuary	\$1,100.00
77454	03/06/2014	Avila, Ruben A	\$62.08	77530	03/06/2014	Robertson, Bonita Shirley	\$300.00
77455	03/06/2014	Baird, Leslie A, CR	\$56.00	77531	03/06/2014	Robertson, Bonita Shirley	\$1,200.00
77456	03/06/2014	Baker & Taylor, Inc.	\$1,416.75	77532	03/06/2014	RWC International, LTD	\$544.82
77457	03/06/2014	Banning Creek Enterprises, LLC	\$4,462.12	77533	03/06/2014	Safelite Autoglass Corp.	\$493.31
77458	03/06/2014	Benson, City of	\$114.21	77534	03/06/2014	San Diego Police Equipment Co	\$2,712.20
77459	03/06/2014	Bestway Electric Motor Service, Co. Inc	\$14,235.86	77535	03/06/2014	San Pedro Valley News-Sun	\$31.00
77460	03/06/2014	Bisbee Observer	\$195.13	77536	03/06/2014	San Pedro Valley News-Sun	\$31.00
77461	03/06/2014	Bisbee Observer	\$70.24	77537	03/06/2014	Schuster, Sarah	\$954.70
77462	03/06/2014	Bob Barker Company, Inc.	\$2,397.71	77538	03/06/2014	Senergy Petroleum LLC	\$20,446.71
77463	03/06/2014	Bordelon, Alfred J	\$100.00	77539	03/06/2014	Senergy Petroleum LLC	\$20,709.00
77464	03/06/2014	Cable One	\$299.85	77540	03/06/2014	SHI International Corp.	\$704.50
77465	03/06/2014	Canyon Building & Design, LLC	\$85,579.01	77541	03/06/2014	Simmons, Sylvia	\$360.00
77466	03/06/2014	Canyon State Wireless Inc.	\$807.50	77542	03/06/2014	SIRSI Corporation	\$60,100.00
77467	03/06/2014	Catholic Comm Services Southern AZ, Inc.	\$753.00	77543	03/06/2014	Southeastern AZ Contractors Assoc (SACA)	\$60.00
77468	03/06/2014	Center for Disease Detection, LLC	\$36.00	77544	03/06/2014	Southwest Polygraph Services, Inc.	\$300.00
77469	03/06/2014	CenturyLink	\$216.73	77545	03/06/2014	Southwest Polygraph Services, Inc.	\$130.00
77470	03/06/2014	CenturyLink	\$1,748.00	77546	03/06/2014	Sparkletts	\$47.38
77471	03/06/2014	CenturyLink	\$707.77	77547	03/06/2014	Stamback Septic Service	\$611.50
77472	03/06/2014	Cochise Auto Parts, Inc.	\$1,320.32	77548	03/06/2014	Staples	\$20.66
77473	03/06/2014	Cochise County Finance Revolving Fund	\$49.00	77549	03/06/2014	Stericycle Inc.	\$196.47
77474	03/06/2014	Cochise Private Industry Council, Inc.	\$54,463.00	77550	03/06/2014	Stericycle Inc.	\$287.56
77475	03/06/2014	Copper Queen Medical Associates	\$87.50	77551	03/06/2014	Titan Machinery Inc.	\$53.51
77476	03/06/2014	Copygraphix Inc.	\$20,843.42	77552	03/06/2014	Truck and Trailer Parts	\$71.68
77477	03/06/2014	Cottingham, Ed	\$42.56	77553	03/06/2014	Trujillo, Jeffrey D.	\$375.00

77554	03/06/2014	U.S. Healthworks Medical Group of AZ, PC	\$338.00	77632	03/13/2014	AZ State Treasurer	\$184,567.00
77555	03/06/2014	UniFirst Corporation	\$166.87	77633	03/13/2014	Automobile Club of Southern California	\$2,250.00
77556	03/06/2014	UniFirst Corporation	\$484.69	77634	03/13/2014	Baird, Leslie A, CR	\$260.40
77557	03/06/2014	United Fire Equipment Co	\$490.40	77635	03/13/2014	Bank of America	\$104,498.39
77558	03/06/2014	United Fire Equipment Co	\$75.39	77636	03/13/2014	Banning Creek Enterprises, LLC	\$4,478.76
77559	03/06/2014	Valley Telephone Cooperative, Inc.	\$130.06	77637	03/13/2014	BI Incorporated	\$526.38
77560	03/06/2014	Valley Telephone Cooperative, Inc.	\$112.26	77638	03/13/2014	Blackstone Audiobooks	\$483.97
77561	03/06/2014	Verizon Wireless	\$100.00	77639	03/13/2014	Bug-Wiser Exterminating, Inc.	\$180.00
77562	03/06/2014	Verizon Wireless	\$54.09	77640	03/13/2014	Bug-Wiser Exterminating, Inc.	\$763.00
77563	03/06/2014	Verizon Wireless	\$108.48	77641	03/13/2014	Bug-Wiser Exterminating, Inc.	\$35.00
77564	03/06/2014	Verizon Wireless	\$127.07	77642	03/13/2014	Cardinal Health Inc.	\$261.66
77565	03/06/2014	Verizon Wireless	\$22.19	77643	03/13/2014	CDW Government	\$14,396.16
77566	03/06/2014	W W Grainger Inc	\$1,249.78	77644	03/13/2014	CDW Government	\$220.19
77567	03/06/2014	Watson Chevrolet	\$1,081.98	77645	03/13/2014	Center for Disease Detection, LLC	\$716.00
77568	03/06/2014	Waxie Sanitary Supply	\$562.75	77646	03/13/2014	CenturyLink	\$160.70
77569	03/06/2014	Wells, Doris	\$840.00	77647	03/13/2014	CenturyLink	\$99.26
77570	03/06/2014	West Press	\$286.47	77648	03/13/2014	CenturyLink	\$32.29
77571	03/06/2014	West Press	\$42.15	77649	03/13/2014	CenturyLink	\$725.04
77572	03/06/2014	Westlawn Chapel & Mortuary	\$3,052.00	77650	03/13/2014	Cochise Auto Parts, Inc.	\$160.39
77573	03/06/2014	Willcox Auto Parts Inc.	\$1,621.03	77651	03/13/2014	Cochise Private Industry Council, Inc.	\$51,747.00
77574	03/06/2014	Willcox Auto Parts Inc.	\$103.14	77652	03/13/2014	Copper Queen Publishing Co., Inc.	\$287.90
77575	03/06/2014	Willcox, City of	\$140.48	77653	03/13/2014	Dell Marketing LP	\$2,637.51
77576	03/06/2014	WR Ryan Company	\$5,519.83	77654	03/13/2014	Deneke, Buffy	\$596.40
77577	03/06/2014	AZ Department of Education	\$8,959.03	77655	03/13/2014	Direct TV	\$20.99
77578	03/06/2014	AZ Supreme Court	\$2,242.00	77656	03/13/2014	Douglas, City of	\$943.00
77579	03/06/2014	Cochise County Sheriff's Department	\$42.73	77657	03/13/2014	Douglas, City of	\$56,100.00
77580	03/06/2014	English, Ann	\$916.72	77658	03/13/2014	Dr. Maria Church International, LLC	\$3,000.00
77581	03/06/2014	Kelley Jones / Petty Cash	\$63.95	77659	03/13/2014	Ellis Towing LLC	\$286.20
77582	03/06/2014	Levins, Eddie	\$1,165.00	77660	03/13/2014	Empire Southwest LLC	\$3,895.91
77583	03/06/2014	Tombstone Unified School District #01	\$2,301.52	77661	03/13/2014	Federal Express Corporation	\$65.68
77584	03/06/2014	Balke, Linda	\$59.64	77662	03/13/2014	Fitness Equipment Source, Inc.	\$21,764.28
77585	03/06/2014	Barton, Vicki	\$149.92	77663	03/13/2014	Gall's Inc	\$607.84
77586	03/06/2014	Borbon, Lissete	\$34.00	77664	03/13/2014	Hodges Glass Co Inc	\$319.35
77587	03/06/2014	De La Cruz, Noriko	\$144.63	77665	03/13/2014	Honorable R. Douglas Holt	\$144.48
77588	03/06/2014	Enriquez, Karen	\$30.06	77666	03/13/2014	Huachuca Oaks Baptist Camp	\$1,440.00
77589	03/06/2014	Flannigan, Ana	\$297.36	77667	03/13/2014	Inclusion Solutions, LLC	\$24,708.36
77590	03/06/2014	Gilligan, Judith	\$183.70	77668	03/13/2014	Interstate Battery	\$399.81
77591	03/06/2014	Godfrey, Marilyn	\$136.92	77669	03/13/2014	IronHawk Elevator LLC	\$750.00
77592	03/06/2014	Honorable Joseph Knoblock	\$82.08	77670	03/13/2014	Kathy N. Bell, N.P.	\$2,450.00
77593	03/06/2014	Honorable Trevor L. Ward	\$80.64	77671	03/13/2014	Keefe Supply Company	\$1,468.71
77594	03/06/2014	Howe, David	\$28.62	77672	03/13/2014	Little Caesars	\$31.80
77595	03/06/2014	Lakosil, William	\$28.11	77673	03/13/2014	Logan Simpson Design Inc.	\$3,573.00
77596	03/06/2014	Marra, Lisa M	\$185.19	77674	03/13/2014	M J's Interiors	\$375.00
77597	03/06/2014	Mena, Maria	\$56.84	77675	03/13/2014	Maddux & Sons Inc	\$11,742.86
77598	03/06/2014	Ramage, Juliana	\$127.12	77676	03/13/2014	Mattson, Luanne	\$3,000.69
77599	03/06/2014	Riggs, Karen C.	\$30.54	77677	03/13/2014	Merle's Automotive Supply, Inc.	\$1,492.62
77600	03/06/2014	Teso, Brandie	\$149.00	77678	03/13/2014	Merle's Automotive Supply, Inc.	\$363.16
77601	03/06/2014	Thomson, Frederick	\$35.84	77679	03/13/2014	NI Government Services Inc	\$236.63
77602	03/06/2014	Vickers, Roza	\$43.96	77680	03/13/2014	Nyander, Penny Sue	\$294.00
77603	03/06/2014	Welch, Catherine	\$113.40	77681	03/13/2014	O'Reilly Chevrolet, Inc.	\$669.54
77604	03/06/2014	CenturyLink	\$313.16	77682	03/13/2014	OCLC Online Computer Library Center, Inc.	\$599.38
77605	03/06/2014	Cochise County Assoc for the Handicapped	\$86.80	77683	03/13/2014	OPEX Corporation	\$2,590.00
77606	03/12/2014	AZ Public Service (APS)	\$4,709.19	77684	03/13/2014	Panayiotis A. Ellinas, MD MPH	\$625.00
77607	03/12/2014	Benson, City of	\$588.70	77685	03/13/2014	Parent, Carol	\$29.12
77608	03/12/2014	Bisbee, City of	\$8,125.16	77686	03/13/2014	Personnel Evaluation Inc.	\$20.00
77609	03/12/2014	Cable One	\$110.50	77687	03/13/2014	Pima County Forensic Science Center	\$87,500.00
77610	03/12/2014	CenturyLink	\$172.06	77688	03/13/2014	ProForce Law Enforcement	\$9,183.59
77611	03/12/2014	CenturyLink	\$78.00	77689	03/13/2014	Prudential Overall Supply	\$143.88
77612	03/12/2014	Cochise County Farmers Association	\$850.71	77690	03/13/2014	Purcell's Western State Tire Company	\$12,229.45
77613	03/12/2014	Culligan of Tucson	\$463.22	77691	03/13/2014	Rehab Creative, LLC	\$7,200.00
77614	03/12/2014	Southwest Gas Corporation	\$1,376.20	77692	03/13/2014	Robertson, Bonita Shirley	\$1,500.00
77615	03/12/2014	Sulphur Springs Valley Elec Coop, Inc.	\$6,257.88	77693	03/13/2014	RWC International, LTD	\$955.51
77616	03/12/2014	Sulphur Springs Valley Elec Coop, Inc.	\$503.03	77694	03/13/2014	Safelite Autoglass Corp.	\$139.17
77617	03/12/2014	Sulphur Springs Valley Elec Coop, Inc.	\$276.58	77695	03/13/2014	San Diego Police Equipment Co	\$14,643.72
77618	03/12/2014	Sulphur Springs Valley Elec Coop, Inc.	\$1,374.64	77696	03/13/2014	Schlesinger, Aaron	\$994.00
77619	03/12/2014	Verizon Wireless	\$271.24	77697	03/13/2014	Senergy Petroleum LLC	\$20,532.48
77620	03/12/2014	Waste Mgmt of AZ - Sierra Vista Hauling	\$274.59	77698	03/13/2014	Sierra Vista Herald/Bisbee Daily Review	\$838.33
77621	03/13/2014	Aadland, Graves & Associates, Inc.	\$275.00	77699	03/13/2014	Sierra Vista, City of	\$5,482.42
77622	03/13/2014	Alternative Counseling Service, Inc	\$240.00	77700	03/13/2014	Singleton & Lee	\$3,250.00
77623	03/13/2014	ARAMARK Services, Inc.	\$4,939.11	77701	03/13/2014	Southern AZ Children's Advocacy Ctr-SACAC	\$450.00
77624	03/13/2014	AZ Association of Counties	\$4,484.48	77702	03/13/2014	Southwest Disposal LC	\$75.87
77625	03/13/2014	AZ Courts Association	\$255.00	77703	03/13/2014	Southwest Disposal LC	\$75.87
77626	03/13/2014	AZ Courts Association	\$255.00	77704	03/13/2014	Southwest Laboratories, Inc.	\$132.00
77627	03/13/2014	AZ Range News	\$71.25	77705	03/13/2014	Sparkletts	\$82.97
77628	03/13/2014	AZ Secretary of State	\$3,550.00	77706	03/13/2014	Staples	\$1,522.33
77629	03/13/2014	AZ State Prison Complex - Fort Grant	\$419.64	77707	03/13/2014	Technical Resource Management, Inc.	\$509.10
77630	03/13/2014	AZ State Prison Complex - Fort Grant	\$2,261.00	77708	03/13/2014	Technical Resource Management, Inc.	\$748.95
77631	03/13/2014	AZ State Prison Complex - Fort Grant	\$2,589.60	77709	03/13/2014	Titan Machinery Inc.	\$2,634.84

77710	03/13/2014	Tombstone Gold & Silver, Inc.	\$37,733.66
77711	03/13/2014	Tombstone Gold & Silver, Inc.	\$9,028.50
77712	03/13/2014	Tombstone Gold & Silver, Inc.	\$287.04
77713	03/13/2014	Truck and Trailer Parts	\$425.49
77714	03/13/2014	U.S. Healthworks Medical Group of AZ, PC	\$169.00
77715	03/13/2014	United Fire Equipment Co	\$145.00
77716	03/13/2014	Valley Imaging Solutions, Inc.	\$257.74
77717	03/13/2014	Valley Telephone Cooperative, Inc.	\$34.42
77718	03/13/2014	Valley Telephone Cooperative, Inc.	\$478.44
77719	03/13/2014	Valley Telephone Cooperative, Inc.	\$753.17
77720	03/13/2014	Verizon Wireless	\$1,526.63
77721	03/13/2014	Verizon Wireless	\$3,965.64
77722	03/13/2014	Verizon Wireless	\$280.97
77723	03/13/2014	Verizon Wireless	\$250.83
77724	03/13/2014	Verizon Wireless	\$40.01
77725	03/13/2014	Verizon Wireless	\$901.58
77726	03/13/2014	Voyager Fleet System, Inc.	\$2,958.68
77727	03/13/2014	Waste Mgmt of AZ - Sierra Vista Hauling	\$246.64
77728	03/13/2014	Watson Chevrolet	\$2,748.69
77729	03/13/2014	West Press	\$195.56
77730	03/13/2014	Wick Communications	\$658.13
77731	03/13/2014	Willcox Auto Parts Inc.	\$874.79
77732	03/13/2014	Willcox Auto Parts Inc.	\$576.36
77733	03/13/2014	Willcox Auto Parts Inc.	\$13.99
77734	03/13/2014	WR Ryan Company	\$4,957.20
77735	03/13/2014	Clark, Helen M	\$130.00
77736	03/13/2014	Cleveland, Jennie R.	\$168.44
77737	03/13/2014	Cochise County Juvenile Court Services	\$266.41
77738	03/13/2014	Daniel, Veronica	\$130.00
77739	03/13/2014	Election Center (The)	\$1,316.00
77740	03/13/2014	English, Ann	\$43.95
77741	03/13/2014	Escobedo, Cesar M	\$184.44
77742	03/13/2014	Fimbres, Javier	\$115.00
77743	03/13/2014	Flores, Monica I	\$375.00
77744	03/13/2014	Gantt, Irene R.	\$115.00
77745	03/13/2014	Gruhn, Matthew	\$170.00
77746	03/13/2014	Holman, Dale	\$84.03
77747	03/13/2014	Housing Authority of Cochise County	\$34,250.00
77748	03/13/2014	Manahan, Gail C.	\$600.00
77749	03/13/2014	Mason, Barbara J	\$130.00
77750	03/13/2014	Montgomery, Latricia	\$130.00
77751	03/13/2014	Occupational Health Centers of the Southwest, P.A.	\$292.62
77752	03/13/2014	Palominas Public School District #49	\$3,315.56
77753	03/13/2014	Palominas Public School District #49	\$180.00
77754	03/13/2014	Peralta, Yolanda L	\$115.00
77755	03/13/2014	Pitney Bowes Reserve Account	\$10,000.00
77756	03/13/2014	Quinonez, Magdalena	\$115.00
77757	03/13/2014	Rios, Martina	\$115.00
77758	03/13/2014	Rivas, Maria Elena	\$115.00
77759	03/13/2014	Rose, Angelina R	\$155.00
77760	03/13/2014	Rose, Diana E.	\$130.00
77761	03/13/2014	Rose, Elsa	\$100.00
77762	03/13/2014	Searle, Richard	\$668.08
77763	03/13/2014	Sierra Vista Magistrate Court	\$94.00
77764	03/13/2014	Sin Jr., Francisco J.	\$100.00
77765	03/13/2014	Thomson West	\$724.81
77766	03/13/2014	Valencia, Louise Luisa	\$155.00
77767	03/13/2014	Valencia, Rosemary	\$115.00
77768	03/13/2014	Ybarra, Vicente A.	\$27.60
77769	03/13/2014	Young, Guadalupe	\$115.00
77770	03/13/2014	Berry, Trudy	\$1,143.76
77771	03/13/2014	Brown, Paula	\$156.64
77772	03/13/2014	Gilligan, Edward Thomas	\$740.46
77773	03/13/2014	Honorable Alma Vildosola	\$125.44
77774	03/13/2014	Huntley, Martha	\$44.00
77775	03/13/2014	Mackey, Deborah	\$34.00
77776	03/13/2014	McCleave, Keturah	\$105.28
77777	03/13/2014	McGinnis, Michael S	\$122.92
77778	03/13/2014	Rutan, Terry	\$58.52
77779	03/13/2014	Sawinski, Cindy	\$304.08
77780	03/13/2014	Schmitt, Patrick	\$17.00

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 04/08/2014

Letter of Support for Mexican Wolf EIS

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

Ratify a Letter of Support for Cooperative Agency Alternative as the Preferred Alternative in the United States Fish and Wildlife Service (USFWS) Environmental Impact Statement (EIS) regarding a proposed Nonessential Experimental Population Rule for the Mexican Wolf in Arizona and New Mexico.

Background:

Comments recommended by Ms. Mary Darling

Page 8

1. Definition of a bi-state Mexican Wolf Experimental Population Area (i.e. all of AZ and NM) that includes defined management zones as follows:
 - a. No wolves north of Interstate 40.
 - b. No wolves west of Highway 87 or I-19 in AZ or east of I-25 in NM.
 - c. A Permanent Occupancy Zone (POZ) described as the Blue Range Mexican Wolf Recovery Area (BRMWRA) that is the focal area for wolf conservation efforts.
 - d. A Dispersal Occupancy Zone (DOZ) that wolves will be allowed to occupy through natural dispersal or by translocation from other management zones where sufficient elk populations can sustain their presence. Agencies or other entities shall not be allowed to release wolves from captivity within the DOZ.

Page 14

- a. The MWMA (see Fig. 3) established in Arizona and New Mexico by this rule includes all lands, except those within the BRMWRA, that lie: (in Arizona) south of I-40 and east of State Highway 87 from its junction with I-40 at Winslow to its southerly junction with Interstate 19 (I-19) and then south on I-19 to the U.S.-Mexico border; (in New Mexico) south of I-40, west of I-25 and north of the U.S.-Mexico border; and in both States including any Tribal lands that are managed for wolf presence through a Tribal MWMP as provided in paragraph (k)(3) of this rule. Within the MWMA, the Service or its designated agent(s):
 - i. May allow natural dispersal and establishment of Mexican wolves to help achieve and maintain the population objective established in paragraph (k)(1) of this rule; and
 - ii. May actively manage (i.e. capture, mark, release, translocate), as provided in paragraph (k)(8) of this rule, any wolves that as a result of birth or natural dispersal occur in the MWMA;

- but
- iii. May not release, re-release or translocate Mexican wolves from captivity or from the BRMWRA, regardless of their captive or wild origin. In the MWMA, wolves may only be re-released or translocated if they have been captured in the MWMA
 - iv. And may not release, re-release or translocate Mexican wolves into any areas that do not have sufficient numbers of elk to support the wolves.

Department's Next Steps (if approved):

Send letter to Mary Darling to submit to Arizona Game and Fish Department (AGFD).

Impact of NOT Approving/Alternatives:

Cochise County's stance will not be known.

To BOS Staff: Document Disposition/Follow-Up:

Send letter to Mary Darling.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letter in Support Comments for Mexican Wolf in Arizona

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlethe G. Rios
Clerk

April 1, 2014

Dr. Benjamin Tuggle, Regional Director
U.S. Fish & Wildlife Service
P.O. Box 1306
Albuquerque, NM 87103-1306

RDTuggle@fws.gov

RE: Letter of Support for Cooperative Agency Alternative As the Preferred Alternative in the USFWS EIS Regarding a Proposed Nonessential Experimental Population Rule for the Mexican Wolf in Arizona and New Mexico

As a Cooperating Agency in the NEPA process for the Draft Environmental Impact Statement (EIS) on a Proposed Nonessential Experimental Population Rule for the Mexican Wolf in the Southwest, Cochise County, Arizona, is in support of the Cooperating Agency Alternative developed by the Arizona – New Mexico Stakeholders Working Group. We request U.S. Fish and Wildlife Service (USFWS) consider the Cooperating Agency Alternative as the Preferred Alternative in the referenced EIS.

We support State Game and Fish Department management of the Mexican wolf because of the expertise and longevity of State wildlife agency biologists with local knowledge and ties to the community. We do not support federal management of wolves because of the environmental litigation that sways decisions, the turnover in federal biologists and the complete disconnect between Fish and Wildlife Service biologists and the people most affected by the wolves. As detailed in the Cooperating Agency Alternative, we understand that until the Mexican wolf (currently protected under the gray wolf listing) is delisted, USFWS will have some oversight responsibilities in management of the wolf.

Our previous objections to various aspects of the USFWS Mexican and gray wolf programs have not changed. All comments submitted to date remain relevant. We will continue to be a cooperating agency on the EIS, wolf management plans and other aspects of the planning process. We remain committed to our Cochise County Board of Supervisors unanimous vote to oppose the reintroduction, translocation and/or expansion of the Mexican wolf into Cochise County.

In summary, we support the proposed Cooperating Agency Alternative because it provides a better solution for our County and the wildlife within the States of Arizona and New Mexico than the USFWS alternatives proposed to date.

Respectfully submitted,

Ann English, Chairman
Cochise County Board of Supervisors

Cc: Patrick G. Call, District 1 Supervisor
Richard R. Searle, District 3 Supervisor
Michael J. Ortega, County Administrator
Larry Voyles, AGFD

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Letter SB 1483 to Governor Brewer

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Ratify a letter to Governor Jan Brewer from the Board of Supervisors opposing SB 1483: County Supervisors; population threshold; membership.

Background:

Senator Gail Griffin introduced SB1483: County Supervisors; population threshold; membership which, if approved, will have a big financial impact on Cochise County. The Board of Supervisors has been working on providing information to both the legislators and county associations on the costs to the County if the bill is approved.

Department's Next Steps (if approved):

If approved, send letter.

Impact of NOT Approving/Alternatives:

The Governor will not be aware of the County's concerns.

To BOS Staff: Document Disposition/Follow-Up:

If letter is approved, send letter to Governor Jan Brewer.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Proclamation - National County Govt Month

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a proclamation to proclaim April 2014 as National County Government Month - "Ready and Resilient Counties: Prepare. Respond. Thrive." in support of the effort to educate and engage residents about the value of available services in Cochise County and the positive impact these services can have on the lives of County residents.

Background:

National County Government Month — held each April — is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer.

Counties can schedule activities any time during the month. NCGM is an excellent opportunity for Cochise County to highlight effective county programs and raise public awareness and understanding about the various services provided to the community. This year's theme is "Ready and Resilient Counties: Prepare. Respond. Thrive."

Department's Next Steps (if approved):

Proclamation signed and filed in the Clerk of the Board office

Impact of NOT Approving/Alternatives:

N/A

To BOS Staff: Document Disposition/Follow-Up:

NCGM will not be recognized by the Board of Supervisors

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Proclamation-CochiseCounty

Proclamation-GovBrewer

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlathe G. Rios
Clerk

PROCLAMATION

National County Government Month April 2014

“Ready and Resilient Counties: Prepare. Respond. Thrive.”

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

WHEREAS, counties build infrastructure, maintain roads and bridges, provide health care, administer justice, keep communities safe, run elections, manage solid waste, keep records and much more; and

WHEREAS, Cochise County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, America's counties must be able to anticipate and adapt to all types of change; and

WHEREAS, through National Association of Counties President Linda Langston's Resilient Counties initiative, NACo is encouraging counties to focus on how they prepare and respond to natural disasters and emergencies or any situation that the counties may face, such as economic recovery or public health and safety challenges; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Cochise County Board of Supervisors do hereby proclaim April 2014 as National County Government Month and encourage all County officials, employees, schools and residents to participate in county government celebration activities.

APPROVED AND ADOPTED this 8th day of April 2014.

Ann English, Chairman

Richard Searle, Vice-Chairman

Patrick Call, Supervisor

Janice K. Brewer
Governor

Office of the Governor

* COUNTY GOVERNMENT MONTH *

WHEREAS, counties take seriously their responsibility to protect and enhance the health, welfare and safety of its citizens in sensible and cost-effective ways; and

WHEREAS, county governments are often the entity providing both direct and indirect services to enhance the lives of residents and are responsible for maintaining public safety and the efficient use of local tax dollars; and

WHEREAS, counties have a leadership role in protecting and enhancing the health and welfare of citizens in their community and provide the tools to deliver more effective and higher quality services while containing costs, with the goal to strengthen Arizona's economies; and

WHEREAS, counties proudly uphold public safety within the county, by having trained emergency responders employed by or volunteers of the county, and by providing emergency response, public safety and justice to its citizens; and

WHEREAS, counties maintain best practices in order to be prepared for and to respond to natural disasters, emergency situations, and significant challenges within the counties, such as pertaining to public health, public safety, and economic recovery. Preparation for and recovery from such events requires both long-term planning and immediate action; and

WHEREAS, counties take great pride in providing for their communities by being prepared and resilient, responding in a timely manner, and striving to help enhance their communities; and

WHEREAS, there are 15 counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and

WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim April 2014 as

* COUNTY GOVERNMENT MONTH *

in recognition of the leadership, innovation and invaluable service provided by all Arizona counties.

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


GOVERNOR

DONE at the Capitol in Phoenix on this twenty-sixth day of March in the year Two Thousand and Fourteen, and of the Independence of the United States of America the Two Hundred and Thirty-eighth.

ATTEST:



Secretary of State



Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Taser Grant

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the acceptance of a donation of \$66,785 for the Sheriff's Office to purchase 41 Taser International X2 Tasers.

Background:

The Sheriff's Office utilizes Tasers as a less lethal option when dealing with combative subjects. The Taser provides for a temporary incapacitation of these subjects and the ability to take them into custody while at the same time reducing the likelihood of injury due to physically fighting.

As with any electronic/mechanical device, tasers have a life expectancy. This life expectancy is 5 years. These devices will sometimes not last for the full 5 years and some will last longer. More than half of the current Tasers the Sheriff's Office has are out of date.

Also, the basic operation of the Taser is upgraded with newer models to be more effective/efficient.

With this donation, a value of \$66,580.76, the Sheriff's Office will be able to replace the outdated and no longer functional Tasers. This provides our deputies with this valuable option when dealing with uncooperative and combative subjects. There is no financial impact to the county in accepting this donation.

This donation is made from a private foundation.

Department's Next Steps (if approved):

Training will be conducted for deputies on the new model of Taser. They will then be issued and put into service with deputies within the Sheriff's Office.

Impact of NOT Approving/Alternatives:

Our ability to utilize a less lethal, safer means of taking combative subjects into custody will continue to diminish as time goes on due to the current supply of Tasers becoming inoperable with age.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Radar Grant

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the acceptance of a donation to the Sheriff's Office for 50 Kustom Signals Inc. Golden Eagle II radar units to verify speed of vehicles.

Background:

Radar units are used by the Sheriff's Office to verify speed of vehicles traveling on our roadways and conduct enforcement activity. Over the years the Sheriff's Office has been able to replace/upgrade some radar units through the use of grant money. This is a slow process and a number of our radar units are becoming old and inoperable.

Every year the Sheriff's Office has the radar units' accuracy verified by a private company that comes to Cochise County and verifies the units are accurately measuring the speed of the target vehicles as well as operating correctly in terms of all lights, buttons ect. As these units get older, the verification identifies repairs that must be made to the older radars. These repairs can become costly and are not controllable. The option is to get the equipment fixed or take it out of service.

Taking these radars out of service diminishes the ability of our deputies to enforce traffic laws and keep our roadways safe.

The new radars will require the yearly calibration checks as before but will substantially reduce the cost of this process because they will not need repairs.

These radars were purchased by a private donor and have been shipped to the Sheriff's Office.

Department's Next Steps (if approved):

Upon approval, the Sheriff's Office will work with fleet maintenance to get the radar equipment installed in vehicles that currently do not have radars or have older radars that need to be taken out of service due to the cost of keeping them operable.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will have to continue to pay for repairs on older radars or take them out of service. Taking them out of service diminishes the ability of the Sheriff's Office to conduct traffic enforcement on our roadways in an effort to decrease fatalities, injuries and property damage.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Accept Donation of Vehicle

Submitted By: Thad Smith, County Sheriff

Department: County Sheriff

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Thad Smith **TITLE of PRESENTER:** Chief

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the acceptance of a donation of a 2011 Ford Truck for the Cochise County Sheriff's Office to be used as a replacement vehicle for the Sheriff's Office Southeastern Arizona Border Region Enforcement (SABRE) Unit.

Background:

A private foundation is donating a 2011 Ford F-150 Raptor 4x4 P.U. truck with 7,564 miles to the Cochise County Sheriff's Office. Estimated value of the vehicle to be donated is 48,000.00. The vehicle is to be utilized as a replacement for one of the vehicles currently used by the CCSO SABRE Unit, which exceeds maximum mileage for use in the fleet and is slated for replacement. The donated vehicle is more than adequate, mechanically and utilitarian, for Sheriff's Office vehicle use. Vehicle I.D. number 1FTEX1R62BFD05143.

Department's Next Steps (if approved):

Vehicle will be inspected by fleet services and equipped with emergency lights and radios. Upon completion, vehicle will enter the fleet and be assigned to the CCSO SABRE Unit for full time use until it reaches the maximum mileage of 160,000 miles.

Impact of NOT Approving/Alternatives:

At its own expense, County will have to purchase a replacement vehicle.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014
Work and Financial Plan for Wildlife Services 2013/2014
Submitted By: Mark Genz, County Sheriff
Department: County Sheriff
Presentation:

Document Signatures:

**NAME
of PRESENTER:**

Mandated Function?:

Docket Number (If applicable):

Recommendation:

of ORIGINALS 3
Submitted for Signature:

**TITLE
of PRESENTER:**

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

Information

Agenda Item Text:

Approve the Work and Financial Plan, Agreement Number 13-73-04-0228-RA, between Cochise County and the U.S. Department of Agriculture Animal and Plant Health Inspection Service, Wildlife Services, pursuant to the existing Cooperative Service Agreement No. 09-73-04-0228-RA, to assign a Wildlife Specialist to Cochise County for predator and disease control for the term of July 1, 2014 to June 30, 2015 at a cost of \$35,190.

Background:

This agreement is an annual event between Cochise County and the USDA Animal and Plant Health Inspection Service, Wildlife Services. This agreement provides for a Wildlife Specialist to be assigned to Cochise County to manage damage caused by wild and feral animals to livestock, agriculture commodities, and the public health. The Wildlife Specialist also works with Sheriff's Office Animal Control Officers. The total cost of the position and equipment is \$68,866, \$33,676 of which is borne by the USDA, thus making the County's portion of the costs \$35,190. This agreement has been budgeted from the General Fund for the past several years. The amount funded by the county is \$6,629.00 less than previous years due to the retirement of a tenured employee and a new hire.

This agreement has been reviewed and approved as to form by Ms. Terry Bannon, Deputy County Attorney.

Department's Next Steps (if approved):

If approved the Sheriff's Office will continue the working relationship with the USDA Wildlife Specialist to address disease and predatory mitigation in the County.

Impact of NOT Approving/Alternatives:

If not funded, the County will no longer have a Wildlife Specialist assigned to the County, thus leaving no mechanism in place to address predator control, such as coyotes taking livestock, and disease control, such as rabies outbreaks in the skunk population. If this agreement is not approved, it is very likely that the County will be unable to obtain an agreement for these services again in the near future.

To BOS Staff: Document Disposition/Follow-Up:

Please return three (e) original copies to the Sheriff's Office so they can be forwarded to the USDA.

Budget Information

Information about available funds

Budgeted: ☒	Funds Available: ☒	Amount Available: \$35,190
Unbudgeted: ☐	Funds NOT Available: ☐	Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 14/15

One-time Fixed Costs? (\$\$\$): \$35,190

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): \$35,190

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): n/a

Source of Funding?: n/a

Fiscal Impact & Funding Sources (if known):

Position from USDA that assists Sheriff's Office with wildlife issues.

Attachments

USDA Agreement

Mark J. Dannels
Sheriff

Thad J. Smith
Chief Deputy

Office of the Sheriff Cochise County



Tuesday, March 11, 2014

Ann English
Cochise County Board of Supervisors

Reference: USDA/Wildlife Services
Cooperative Service Agreement
14-73-04-0228-RA

Dearest Ann,

Attached are three (3) original agreements between Cochise County and USDA, for the Wildlife Services for FY 14/15; Terry Bannon has already perused and approved; We are now in need of your approval, please.

The cost of Services for FY1415 is less (\$4,629.00) than previous years, due to the retirement of Jim Schmidt.

If I can enlighten you in any way, please call me.

Many Thanks,

A handwritten signature in black ink, appearing to read "Rea Anne Servia".

Rea Anne Servia,
Administrative Manager
520.432.9515
rservia@cochise.az.gov



United States
Department of
Agriculture

Subject: Pooled Cost

Date: March 5, 2014

Marketing and
Regulatory
Programs

To: All AZ Cooperators

Animal and
Plant Health
Inspection
Service

I am writing this letter to inform you that our Agency has mandated that we add a new cost to our agreements. Effective August 23, 2013 our Agency issued a new Directive stating that a pooled cost of 11 % will be added to all agreements upon renewal of the agreement. This is on top of the already mandated 16.15% for overhead (Indirect Costs). This was done for standardization and consistency of financial control, cost management, and risk management processes across all WS program accounts.

Wildlife
Services

These costs are explained below:

8836 N 23rd Ave.,
Suite 2
Phoenix, AZ 85021
(602) 870-2081
Fax (602) 870-2951

Pooled cost: charges include Supervision, severance pay, accrued annual leave payments, compensatory time, accrued sick time, employee relocation expenses, employee retirement expenses, hired services. It also includes vehicle usage, gasoline, supplies and equipment that are used on multiple projects.

Overhead (Indirect Charges): Telecommunications, utilities, tort claims (accidents), training, building lease and maintenance of facilities, equipment upkeep and maintenance (computer, printers, copier, security systems etc.).

I hope this helps answer any questions you may have, if not, please feel free to call or email me.

Sincerely,

Daniel J. Williams
Budget Analyst
AZ State Office



United States Department of Agriculture
Animal and Plant Health Inspection Service

Safeguarding American Agriculture

WORK AND FINANCIAL PLAN
between
COUNTY OF COCHISE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 13-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2014 through June 30, 2015.

I. OBJECTIVES/GOALS

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture (ADA), and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

- a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
- b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
- c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

II. PLAN OF ACTION

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the control and destruction or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

In addition to above, WS will conduct feral, free-ranging and hybrid dog management to protect agriculture and animal Husbandry (e.g. Livestock, poultry) and natural resources in both rural and urban settings. Where applicable; WS will coordinate dog management with the Sheriff's office.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona

State Land Department with participation by the Arizona Game and Fish Department, and ADA. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

III. REPORTS

APHIS-WS will provide a report of activities at the request of the Cooperator.

IV. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed **\$35,190**. WS shall submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan. Such costs may include, but are not limited to, salary/benefits, vehicle use, supplies/equipment and APHIS overhead. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories as needed. Any equipment and supplies purchased under the terms of this agreement will remain the property of APHIS-WS.

Salary/Benefits	43,100
Travel/Per Diem	3,500
Vehicle Use	14,000
Dog and Horse Hire	252
Supplies	500
Less AZ Dept of Ag Contribution	-3,000
Less WS Contribution	-30,676
Sub Total	27,676
APHIS Overhead (16.15%)	4,470
Pooled Cost (11.0%)	3,044
COCHISE COUNTY TOTAL	\$35,190

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

V. AUTHORIZATION

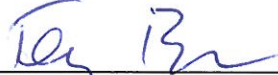
Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or agent 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 of the contract.

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

COUNTY OF COCHISE
COCHISE COUNTY BOARD OF SUPERVISORS
1415 W. Melody Lane
BISBEE, AZ 85603
520-432-9200
Tax Identification Number: 86-6000398 B

APPROVED AS TO FORM

 3-10-14
Cochise County Attorney Date
Terry Bannon

Chairman, Cochise County Board of Supervisors
Ann English

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

State Director, Arizona

Date

Director, Western Region

Date

Mark J. Dannels, Sheriff

Date

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Justice Court Security Officer

Submitted By: Regan Appelo, Court Administration

Department: Court Administration

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:

NAME
of PRESENTER: Eric Silverberg

TITLE
of PRESENTER: Court Administrator

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve hiring one additional Justice Court Security Officer for fiscal year 2013-2014 and the purchase of related officer equipment with an estimated cost of \$39,205.

Background:

The Justice Court Security Fee was adopted in 2008 to provide the Justice Courts with supplemental funding for new security officers, and related equipment, within those courts.

The addition of one (1) new officer will provide an increase in court security coverage at the Sierra Vista Justice Court. The safety and security of court employees, litigants, public, and our own security staff within the Justice Courts, remains of the utmost importance and a high priority. Additional security is required to support this busy court. The court has become even busier the last couple years and ranks statewide in terms of filings.

A new officer will allow for continuous security staffing during business hours. Currently, there are some business hours when no coverage can be provided due to limited security staff. Also, there are many instances when an officer presence is needed, in the court rooms, but, with only one officer on duty, we are unable to provide that presence. The inability to provide two officers, at this busy court, presents an officer safety issue as no assistance is readily available should the need arise to control an unruly and/or disorderly customer.

FIRST YEAR COST FOR 1 ADDITIONAL OFFICER

Salary plus ERE \$ 34,565.00
Psychological Test \$ 400.00
Uniform Allowance \$ 240.00
Related equipment – est. \$ 4,000.00
Total \$ 39,205.00

FUNDING SOURCE:

The funding stream from the security fee is adequate to support and sustain the additional security officer in Sierra Vista. General funds will not be needed to support this position

Department's Next Steps (if approved):

Advertise, interview and hire immediately

Impact of NOT Approving/Alternatives:

Currently, there are some business hours when no coverage can be provided due to limited security staff. Also, there are many instances when an officer presence is needed, in the court rooms, but, with only one officer on duty, we are unable to provide that presence. The inability to provide two officers, at this busy court, presents an officer safety issue as no assistance is readily available should the need arise to control an unruly and/or disorderly customer.

Inadequate staffing will limit the ability of security to maintain a safe environment for the court and public.

To BOS Staff: Document Disposition/Follow-Up:

Notify Eric Silverberg and Tracey Romero, Court Administration, when approved to start hiring process.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 14

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):

FUNDING SOURCE:

The Justice Court Security Fee was adopted in 2008 to provide the Justice Courts with supplemental funding for new security officers, and related equipment, within those courts. The funding stream from the security fee is adequate to support and sustain the additional security officer in Sierra Vista. General funds will not be needed to support this position.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

**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.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Meeting Date:** 04/08/2014

Purchase of Chip Spreader

Submitted By: Terry Hudson, Procurement**Department:** Procurement**Presentation:****Recommendation:****Document Signatures:****# of ORIGINALS** 0**Submitted for Signature:****NAME****TITLE****of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bids (IFB) No. 14-32-FSD-04 to Bear Cat Manufacturing, Inc. for the purchase of one Chip Spreader for the Fleet Services Department in the amount of \$260,500 plus applicable tax.

Background:

IFB 14-32-FSD-04 was released on February 26, 2014. The bid was advertised in the Arizona Range News on March 5 and 12, 2014 and bid notices were e-mailed to 39 vendors registered in the Public Procurement e-Procurement database. One bid was received prior to the bid closing date and time of March 20, 2014 at 4:00 p.m. A bid tabulation is attached which references Bear Cat Manufacturing as the only responsive and responsible bidder.

Department's Next Steps (if approved):

Issue purchase order, inspect vehicles upon delivery.

Impact of NOT Approving/Alternatives:

Existing equipment will be pushed beyond its recommended replacement time which will result in increased major repairs and increased equipment down time. The Highways Division work schedules and IGA contracts will also be impacted.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information*Information about available funds***Budgeted:** ☒**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1: 600-1720-1740-454.100

Fund Transfers

Fiscal Impact & Funding Sources (if known):

This expenditure has been budgeted sufficiently in the FY 2013-14 budget in fund line 600-1720-1740-454.100

Attachments

Bid Tabulation

Preliminary Bid Tabulation

[illegible]

Regular Board of Supervisors Meeting**Meeting Date:** 04/08/2014

Fair Housing Proclamation 2014

Submitted By: Lisa Marra, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2**NAME of PRESENTER:** Lisa M. Marra **TITLE of PRESENTER:** Grants Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** 24 CFR Part 100**Information****Agenda Item Text:**

Approve a Fair Housing Proclamation and proclaim April 2014 as Fair Housing Month in Cochise County.

Background:

The Fair Housing Proclamation ensures compliance with certifications to affirmatively further fair housing in relation to State housing funds (CDBG, HOME, etc.) that are received on a regular basis by Cochise County.

Department's Next Steps (if approved):

Post proclamation appropriately at the Board of Supervisors bulletin board and at the Housing Authority office.

Impact of NOT Approving/Alternatives:

The County will not be compliant with federal law or CDBG Affirmatively Furthering Fair Housing requirements.

To BOS Staff: Document Disposition/Follow-Up:

Two originals of the Fair Housing Proclamation will be provided to the Clerk of the Board. After formal Board approval and appropriate signatures, please post one original on the Board of Supervisors bulletin Board and return the other original to Lisa Marra.

AttachmentsFair Housing Proclamation 2014

**FAIR HOUSING PROCLAMATION
APRIL 2014**



WHEREAS, the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin; and

WHEREAS, the 1986 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

NOW, THEREFORE, the Board of Supervisors of Cochise County do hereby proclaim April 2014 as Fair Housing Month in the County of Cochise and does hereby urge all residents of this County to comply with and show their support for the letter and spirit of the Fair Housing Acts.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF APRIL 2014 BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA.

ANN ENGLISH, CHAIRMAN
COCHISE COUNTY BOARD OF SUPERVISORS

ATTEST:

ARLETHE RIOS, CLERK OF THE BOARD

Regular Board of Supervisors Meeting**Meeting Date:** 04/08/2014

Alter the establishment of Davis Road, a County Highway, at milepost 9.9.

Submitted By: Terry Couchenour, Community Development**Department:** Community Development**Division:** Highways**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME
of PRESENTER:** Karen Riggs**TITLE
of PRESENTER:** County Engineer**Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:** ARS 28-6701 thru 28-6703**Docket Number (If applicable):**

Information**Agenda Item Text:**

Adopt Resolution 14-07, altering the establishment of Davis Road, a County Highway, at milepost 9.9, as described therein.

Background:

Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 80 and 191 from Tombstone to McNeal. This road is, at times, closed due to flooding and the department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road. Previously Federal Highway Administration authorized right-of-way activities for milepost 5.1 and 13.1 and the Board altered the established highway on May 21, 2013 (per Resolution 13-12). On February 19, 2014 the department received FHWA authorization for milepost 9.9 and it is necessary to alter the established highway for this location as well

Davis Road is currently established as a Declared County Highway, 66 feet in width, per Resolution 84-90. However, in order to perform the proposed improvements it is necessary to alter the established width from 66 feet to 200 feet and acquire the right-of-way, to meet design standards appropriate for a high capacity, truck route and protect/maintain the drainage crossings. Further the roadway curve will be altered and straightened to improve the alignment.

The right-of-way for milepost 9.9 traverses one privately assessed parcel and Arizona State Trust lands. Anticipated cost to acquire this right-of-way, including acquisition services, is approximately \$75,000. On September 26, 2011 (STP), March 6, 2012 (HPP) and December 18, 2012 (amendment 1), the Board approved IGA contracts and amendments with FHWA/ADOT to commit funds for right-of-way/construction activities.

Department's Next Steps (if approved):

Upon adoption of the resolution, staff will coordinate with Tierra Right of Way Services to acquire right-of-way. Once right-of-way is acquired and certified by FHWA/ADOT, the project can proceed to construction.

Impact of NOT Approving/Alternatives:

If the resolution is not approved, acquisition of right-of-way will be in conflict with state statutes. The County may be in violation of previous IGA's and federal funding will be withdrawn.

To BOS Staff: Document Disposition/Follow-Up:

Please record Resolution with Resolution Map attached as one document. Please return a copy of the recorded resolution to H&F, attn: Right-of-way Division.

Budget Information*Information about available funds***Budgeted:** ☒**Funds Available:** ☒**Amount Available:** n/a**Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1: n/a

Fund Transfers

Attachments

[Executive Summary for Davis Road Altered Establishment](#)

[Maps for Davis Road Altered Establishment](#)

[Resolution for Davis Road Altered Establishment](#)

[Power Point for Davis Road Altered Establishment](#)



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

DATE: March 25, 2014

TO: Board of Supervisors

THRU: Karen Riggs, Community Development Highway and Floodplain Division
Director/County Engineer

FROM: Terry Couchenour, Right-of-way/GIS

SUBJECT: **Resolution 14-__, Alter the establishment of Davis Road, a County Highway, at milepost 9.9**

Recommendation: This department recommends that the accompanying resolution be adopted to alter the establishment of Davis Road, a County Highway, at milepost 9.9.

Background (Brief): Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 80 and 191 from Tombstone to McNeal. This road is, at times, closed due to flooding and the department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road. Previously Federal Highway Administration authorized right-of-way activities for milepost 5.1 and 13.1 and the Board altered the established highway on May 21, 2013 (per Resolution 13-12). On February 19, 2014 the department received FHWA authorization for milepost 9.9 and it is necessary to alter the established highway for this location as well.

Davis Road is currently established as a Declared County Highway, 66 feet in width, per Resolution 84-90. However, in order to perform the proposed improvements it is necessary to alter the established width from 66 feet to 200 feet and acquire the right-of-way, to meet design standards appropriate for a high capacity, truck route and protect/maintain the drainage crossings. Further the roadway curve will be altered and straightened to improve the alignment.

The right-of-way for milepost 9.9 traverses one privately assessed parcel and Arizona State Trust lands. Anticipated cost to acquire this right-of-way, including acquisition services, is approximately \$75,000. On September 26, 2011 (STP), March 6, 2012 (HPP) and December 18, 2012 (amendment 1), the Board approved IGA contracts and amendments with FHWA/ADOT to commit funds for right-of-way/construction activities.

Fiscal Impact & Funding Sources: Anticipated acquisition cost is \$75,000. The County's match is 5.7% which equates to \$4,275 and is provided through local HURF funds. After acquisition, remaining funds will be assigned to construction.

Next Steps/Action Items/Follow-up: Upon adoption of the resolution, staff will coordinate with Tierra Right of Way Services to acquire right-of-way. Once right-of-way is acquired and certified by FHWA/ADOT, the project can proceed to construction.

Impact of Not Approving: If the resolution is not approved, acquisition of right-of-way will be in conflict with state statutes. The County may be in violation of previous IGA's and federal funding will be withdrawn.



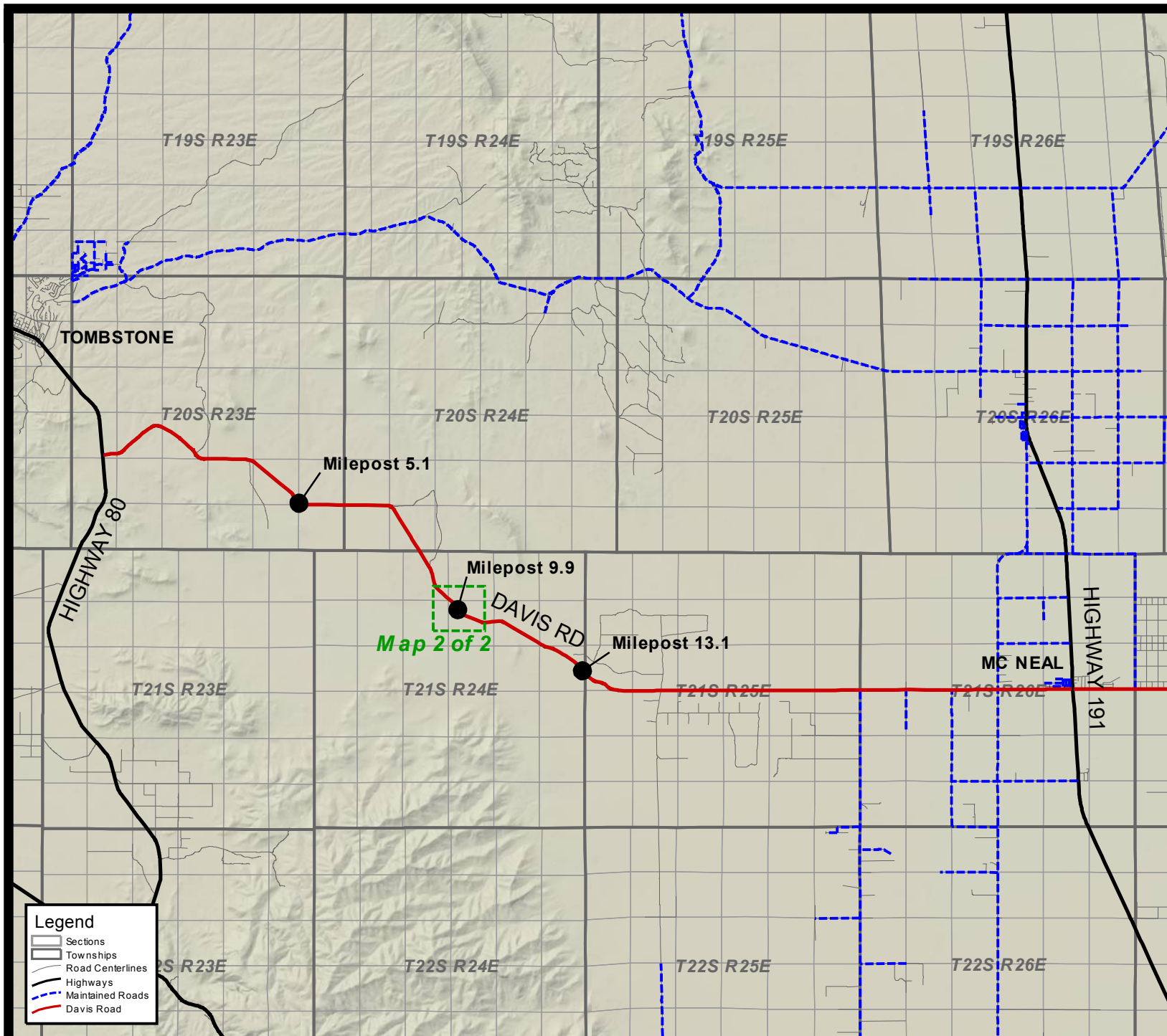
**Map 1 of 2
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 9.9
as a Declared
County Highway

This map is a product of the
Cochise County GIS



0' 1" = 16000'



- Legend**
- Sections
 - Townships
 - Road Centerlines
 - Highways
 - Maintained Roads
 - Davis Road



**Map 2 of 2
for Executive
Summary**

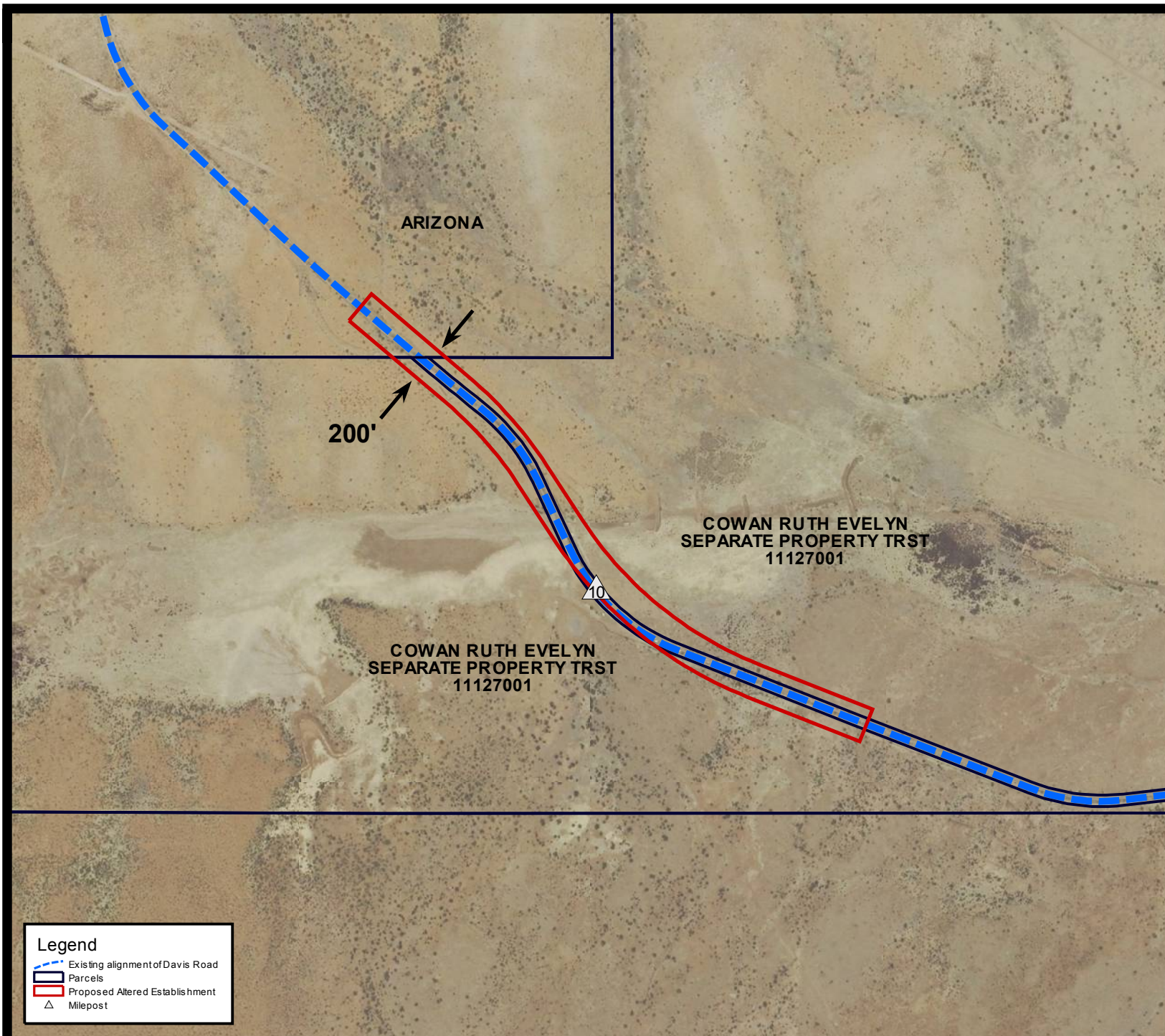
Proposed altered
establishment of
Davis Road
MP 9.9
as a Declared
County Highway

Located in
Sections 3, 4, 9
& 10
Township 21 South
Range 24 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



0' 1" = 800'



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Milepost

RESOLUTION 14-__

**AUTHORIZING THE ALTERATION OF THE ESTABLISHED
COUNTY HIGHWAY AND AUTHORIZING THE
ACQUISITION OF RIGHT-OF-WAY FOR PORTIONS OF
DAVIS ROAD**

WHEREAS, pursuant to ARS § 28-6701, the Board of Supervisors of Cochise County, Arizona, may alter a highway in the county and acquire real property for this purpose by purchase, donation, dedication, condemnation or other lawful means; and

WHEREAS, pursuant to ARS § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a recommendation by the County Engineer of said County, praying for the alteration of a County Highway known as Davis Road:

LEGAL DESCRIPTION

Alter the established width of Davis Road, from 66 feet to 200 feet, approximately beginning at milepost 9.6, and running southeasterly to milepost 10.3, as specified per plans identified as Federal Aid Project Number HPP CCH-0(202) on file in the office of the Cochise County Engineer. Said altered alignment is commonly referred to as improvements to milepost 9.9 and located within Sections 3, 4, 9 and 10, Township 21 South, Range 24 East of the Gila and Salt River Meridian, Cochise County, Arizona; and

WHEREAS, the Board of Supervisors on April 8, 2014, at the hour of 10:00 a.m., held a public hearing on said recommendation, and notice having been given by publication thereof once a week for two (2) weeks in the Arizona Range News, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and

WHEREAS, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the alteration of said highway as recommended by the County Engineer is a public necessity; and

RESOLUTION 14-__

**Re: Authorizing The Alteration Of The Established County Highway And
Authorizing The Acquisition Of Right-Of-Way For Portions Of Davis Road**

Page 2

WHEREAS, it having been determined that it is in the best interest of the County and the public at large to acquire said public rights-of-way; and

WHEREAS, the parcels to be affected by the acquisition of rights-of-way are identified as:

Assessor Parcel Number 111-27-001, Ruth Evelyn Cowan Separate Property Trust

Arizona State Trust Land, Sections 3 & 4, Township 21 South, Range 24 East,

NOW, THEREFORE, IT IS RESOLVED that the alteration of the County Highway as above described is hereby approved.

IT IS FURTHER RESOLVED that the Clerk of the Board of Supervisors is authorized and directed to file in the office of the County Recorder of Cochise County, Arizona, a certified copy of this resolution and order, together with a map of said highway.

IT IS FURTHER RESOLVED that any previous declaration in conflict herewith is hereby rescinded to the extent of such conflict.

IT IS FURTHER RESOLVED that the Director of the Community Development Department Highway and Floodplain Division, or her designee, is authorized to negotiate on behalf of the County to acquire said public rights-of-way, and settle resulting damages through donation, purchase, or condemnation action as necessary.

IT IS FURTHER RESOLVED that should a condemnation action become necessary to acquire all, or any portion of, said rights-of-way, the Cochise County Attorney's Office is authorized to proceed with said action.

IT IS FINALLY RESOLVED that the Chairman of the Board of Supervisors, or the Vice-Chairman, is authorized to accept conveyance documents for said rights-of-way.

///

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RESOLUTION 14-_____

**Re: Authorizing The Alteration Of The Established County Highway And
Authorizing The Acquisition Of Right-Of-Way For Portions Of Davis Road**

Page 3

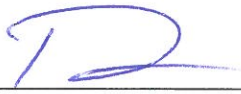
PASSED AND ADOPTED by the Board of Supervisors of Cochise County,
Arizona, this _____ day of _____, 2014.

Ann English, Chairman
Cochise County Board of Supervisors

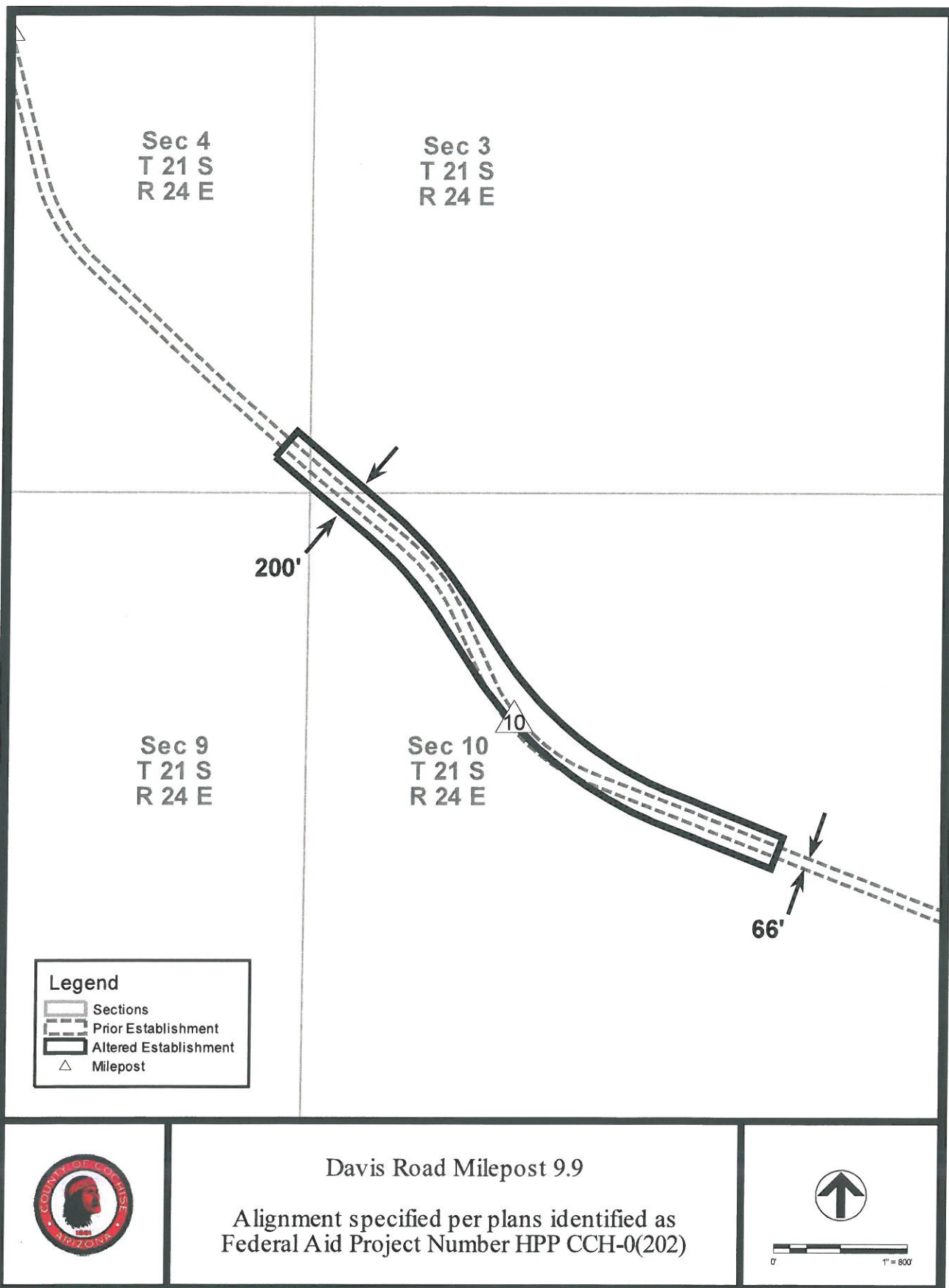
ATTEST:

Arlthe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:



Britt W. Hanson,
Chief Civil Deputy County Attorney





Davis Road Alter Establishment for Milepost 9.9

April 8, 2014



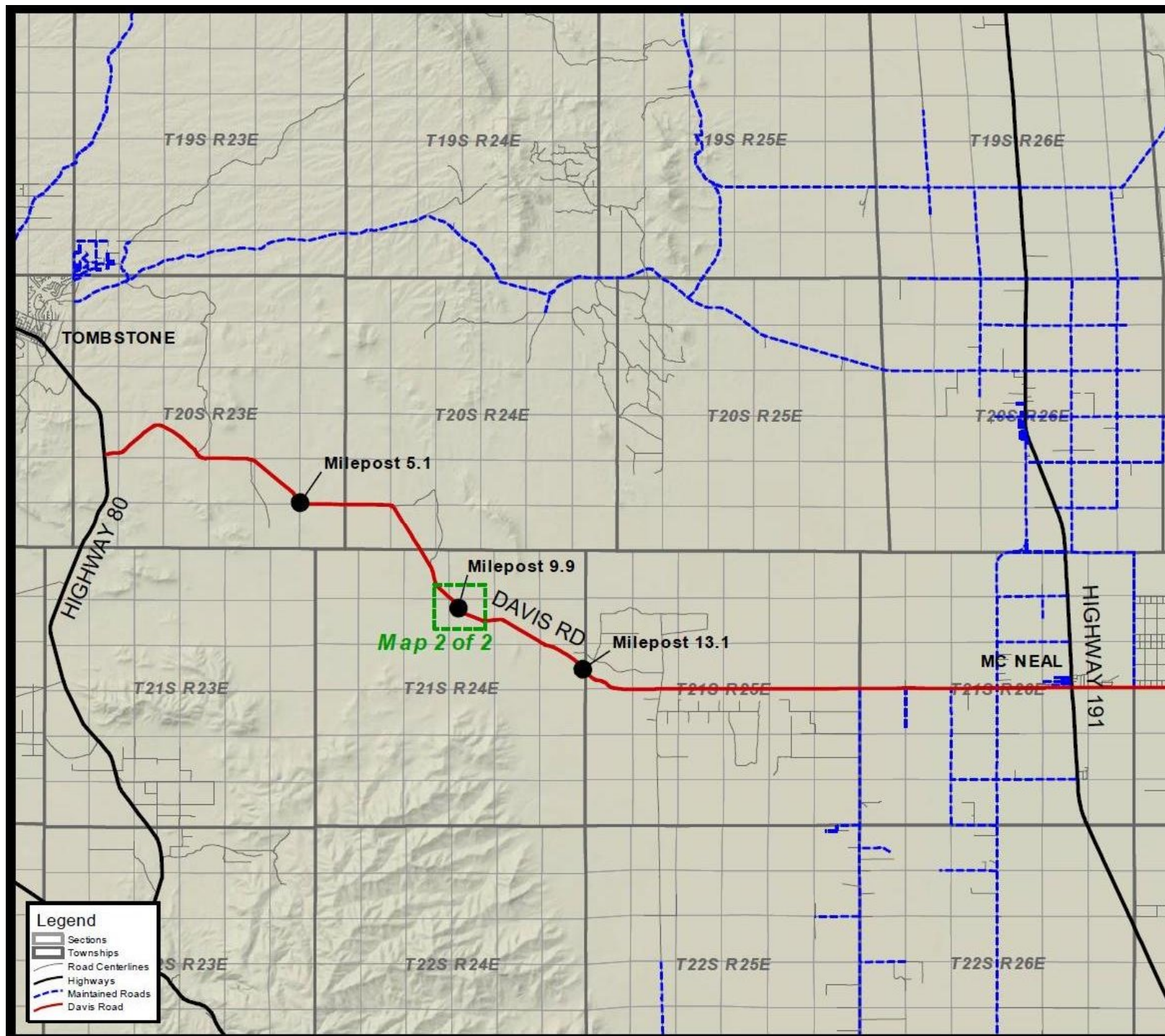
Map 1 of 2
for Executive
Summary

Proposed altered
establishment of
Davis Road
MP 9.9
as a Declared
County Highway

This map is a product of the
Cochise County GIS



0' 1" = 16000'



Legend

- Sections
- Townships
- Road Centerlines
- Highways
- Maintained Roads
- Davis Road



**Map 2 of 2
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 9.9
as a Declared
County Highway

Located in
Sections 3, 4, 9
& 10
Township 21 South
Range 24 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Milepost

ARIZONA

200'

COWAN RUTH EVELYN
SEPARATE PROPERTY TRST
11127001

COWAN RUTH EVELYN
SEPARATE PROPERTY TRST
11127001

10

Davis Road Northwest end looking Southeast



Davis Road near Milepost 10 looking Northwest



Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Sheriff's Office Unmanned Aerial Vehicle

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the acceptance of a donation to acquire a Lockheed Martin QR-425 Unmanned Aerial Vehicle (UAV) for use in law enforcement and search and rescue activities.

Background:

A Lockheed Martin QR-425 Unmanned Aerial Vehicle (UAV) has been offered by private foundation to be purchased for the Sheriff's Office. This vehicle is small in size, approximately 4-5 pounds, and very limited in its use. It has the capability to fly for 20-40 minutes on one battery charge and will not be flown greater than 400 feet above ground level (AGL).

This UAV will be used in the following type scenarios; for a SWAT mission where a search warrant has been obtained to make entry into a structure. The UAV can be flown above the target structure to watch for movement such as people running or hiding on the property. For limited search and rescue where a lost/injured person is known to be in a particular area but cannot be located. The UAV can go up and for a limited time attempt to locate that person.

Other uses may include gathering information in hazardous type situations. This could be going up and getting a broad look at things like wildland fires, structure fires or mapping vehicular crash areas. As this program develops I am confident we will find varied uses for the UAV.

Flying this type of vehicle requires approval from the Federal Aviation Administration (FAA). This approval will be requested from the FAA and all the required paperwork completed before the UAV is put into operational use.

Cochise College teaches a UAV program and the Sheriff's Office will partner with Cochise College for training and paperwork submission. This partnership will allow continued training with subject matter experts and provide a two-way partnership for the research and development of this program.

There is no cost to the county for this equipment.

Department's Next Steps (if approved):

Accept the donation of the UAV and continue in the process of acquiring the required certifications, training and authorization through the proper channels to begin to use the system.

Impact of NOT Approving/Alternatives:

This is another tool that can provide for the safety and effectiveness of Sheriff's Office personnel. Without this additional tool we do not have the capability to get a broader view of potential dangerous situations when conducting high-risk operations. This program has the potential to increase our ability to gather information in many varied types of situations.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

[UAV Flyer](#)

[Info Sheet](#)

DEPLOYMENT

- COMPACT & ALWAYS READY
- RAPID RESPONSE
- COMMUNICATIONS BRIDGE
- INFORMATION MANAGEMENT

TRAINING

- END TO END TRAINING
- COMPLETE AIR SPACE SOLUTION

SYSTEM SAFETY FEATURES

- AUTONOMOUS FLIGHT
- CONSTANT DIAGNOSTICS
- FULL TELEMETRY
- CONSTANT NAVIGATOR

WORLDS MOST ADVANCED

FIRST RESPONDER QR425s

FULL TELEMETRY & LIVE VIDEO DOWNLINK

- MAXIMUM LEVEL OF CONTROL PRECISION GPS & GPS DENIED
- FLIGHT DATA (VIRTUAL RADAR – ALT, DISTANCE)
- MODIFIED ARTIFICIAL HORIZON
- CONSTANT AUTO DIAGNOSTICS
- AUTONOMOUS “FLY HOME” FEATURE
- FLIGHT DATA RECORDER – EVENT HISTORY
- OPEN SYSTEMS VIDEO LINK
- MOBILE COMMUNICATION OPTION
- TACTICAL RADIO INTEGRATION

IMAGERY OPTIONS IN PRODUCTION

- TWO PORTS FOR USER DEFINED SENSOR AND CAMERA
- OPEN ARCHITECTURE CAMERA AND SENSORS

QR425/s PERFORMANCE

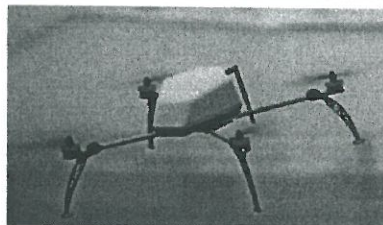
- MOST ROBUST MINI FOOTPRINT, FIELD SERVICE
- A LEADER IN MAXIMUM FLIGHT TIME AND CROSS WIND RESISTANCE
- MARKET LEADER INTRODUCED IN 2007
- FAA APPROVED ALTITUDES
- FAINT BIOLOGIC SOUND SIGNATURE
- A LEADER IN ADVANCED, SECURE SYSTEM COMMUNICATIONS
- SIZE—28” x 28” x 8”

AIRCOVER
 INTEGRATED SOLUTIONS

PERFORMANCE

Out of the Box Performance:

- Fully Operational in 15 Seconds
- Quick Change Batteries
 - Land, Change the Battery, and Take-off in less than 30 seconds
- Ruggedized Ground Control Station, designed for ease of operation in high stress situations
- Flight Duration: 25 minutes
- Maximum Range: 2.25 km
- Rate of Climb: 335 m/min.
- Recommended Speed: 33 km/h



Dimensions:

- Weight without Payload: 1.52 kg *3.5 lbs*
- Weight with Payload: 1.7 kg *3.75 lbs*
- Flight Ready: 68.6 cm (L) x 68.6 cm (W)
- Stored: 55.9 cm (L) x 22.9 cm (H)

Extensive Research & Development Testing:

- Crash Tested from 240 meters Free-fall
- Tested to Altitude of 2,600 m MSL
- Tested in Winds up to 68 km/h *-42 mph*

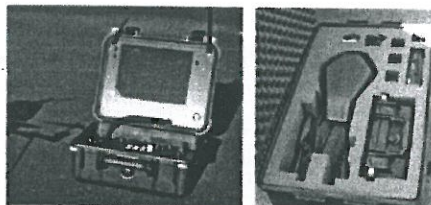


QR425EOi testing at high altitude testing in below freezing. Man-Packable and tested in extreme conditions.

AIRCOVER
 INTEGRATED SOLUTIONS

CAPABILITIES

- Transportable and employable by 1x person during dismounted operations
- Visually identify personnel with weapons at a range of 76 m.
- Small Signature: At 30 m. you cannot hear it, at 60 m. you cannot see it
- All Models have Common Control Station
- Storable in Seconds, Not Minutes
- Operates in Light Rain, Snow, and Dust
- Full Night Operations Beyond Line-Of-Sight
- Proprietary System is Severe-Crash Survivable
- Easy Operator Level Field Repairs
- Entire System including Aircraft, Batteries, Spare Parts, and Fully Equipped Ground Control Station fit into a Single Heavy-Duty Watertight, Weatherproof Transport Case seen in Top-Right Picture
(Dimensions: 79.5cm x 51.8cm x 39.4cm)



CBRNE SENSORS



Action 17.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 04/08/2014

Sheriff's Office Flight Support

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:** 3

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the acceptance of a donation to contract with Airwest Helicopters LLC to provide the Sheriff's Office with air support utilizing a Bell 206L4 Helicopter effective April 8, 2014 through April 7, 2015.

Background:

The Cochise County Sheriff's Office has been offered the use of a leased Bell 206L4 helicopter through Airwest Helicopters LLC for critical and priority incidents that occur throughout the county. The offer has been made by the Howard G Buffett Foundation. The foundation will provide funds to cover all costs associated with this program.

The foundation will provide these funds and they will then be paid by the county to Airwest. The contract stipulates that if the private funding no longer is available that the contract will be void and the county will incur no costs.

The helicopter will be stationed at the Sierra Vista Airport. The hanger and office facility is being provided by the City of Sierra Vista at no cost to the county. Pilots will be at the airport during the duration of their on-call status. Law enforcement observers will be on-call from the Sierra Vista area and will respond to the airport when the need for a flight arises.

Funding provided by the foundation will cover the following costs:

\$1,032,000.00 for the aircraft, maintenance and pilot costs.
\$94,980.00 for fuel costs.
\$23,232.00 for equipment costs.
\$71,442.00 for personnel costs.

The Sheriff's Office will partner with Sierra Vista PD for law enforcement observers.

Department's Next Steps (if approved):

After approval by the board and the receipt of funding, the Sheriff's Office will begin the program by having Airwest pilots conduct training for our law enforcement observers. Equipment will also be ordered. The program will then begin and response to critical/priority incidents will be available.

Impact of NOT Approving/Alternatives:

There is no alternative funding available for this program. If the program is not approved, or the private funding is no longer available, the contract will be void and there will be no available air support for critical/priority incidents.

To BOS Staff: Document Disposition/Follow-Up:

The original contracts are being sent to Airwest for their signature and once received will be provided to the board for signature. The attached contract is the one that will be sent for signature.

Attachments

Airwest Contract

AGREEMENT FOR SERVICES
between
THE COUNTY OF COCHISE
and
AIRWEST HELICOPTERS, LLC, an Arizona Corporation

THIS AGREEMENT ("Agreement") for helicopter services is made this ____ day of April, 2014, by and between the County of Cochise, a political subdivision of the State of Arizona, ("the County") and Airwest Helicopters, LLC, an Arizona corporation, ("Airwest") hereinafter referred to as "the Parties".

RECITALS

A. WHEREAS, the County has identified an opportunity to improve upon its steadfast commitment to the safety and wellbeing of its citizens by entering into this Agreement with Airwest to provide air support to the Cochise County Sheriff's Office ("the Sheriff's Office").

B. WHEREAS, the County and Airwest have agreed to work cooperatively to provide the Sheriff's Office with helicopter services in furtherance of its core mission of ensuring the safety and wellbeing of its citizens.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Airwest Services and Costs:

- 1.1 **Services:** Cost and Description of Services. Airwest will provide the Sheriff's Office with the air support of a Bell 206L4 Helicopter.

- 1.2 In accordance with Federal Aviation Administration regulations, the pilot in command of the aircraft shall have the complete power and authority to make all decisions concerning the suitability of weather and landing areas, condition of the aircraft for flight, and all other factors affecting flight safety and will at all times maintain operational control of the aircraft.
- 1.3 Airwest shall be responsible for all communication activities related to airspace operation.
- 1.4 **Cost:** The cost of this service shall be as follows:
- Airwest shall provide a base amount of thirty (30) flight hours of flight time a month at a cost to the County of Eighty-Three Thousand Dollars (\$83,000) per month. This amount includes all costs and expenses associated with aircraft maintenance, aircraft insurance, pilots, mechanics, wages to include all stated and federal taxes, an Automated Flight Follower and an aviation supervisor. Fuel for the base amount of thirty (30) flight hours will be an additional cost to the County in the amount of Seven Thousand, One Hundred Twenty-Five Dollars (\$7,125). The total cost to the County for the base amount of thirty (30) flight hours per month will be Ninety Thousand, One Hundred Twenty-Five Dollars (\$90,125).
- 1.5 Flight hours incurred beyond this base amount of thirty (30) hours will be charged to the County in blocks of ten (10) hours at a cost of Nine Thousand Dollars (\$9,000) and will include all costs and expenses as stated in Section 1.4. The fuel cost to the County for the ten (10) hour blocks is Two Thousand, Three Hundred Seventy Dollars (\$2,370). The total cost to the County per ten (10) hour blocks will be Eleven Thousand, Three Hundred Seventy Dollars (\$11,370).
- 1.6 Airwest will install in the aircraft the additional equipment requested by the Sheriff's Office, to include but not limited to, a radar altimeter, night scanner, landing lights, and 136 FM Radio. This equipment and its installation will be at a cost to the County of Forty Nine Thousand, Two Hundred Fifty-Eight Dollars and Fifty Cents (\$49,258.50). This equipment is hereby identified as the sole property of the County and shall be returned to the County within ten calendar (10) days of this Agreement's termination unless the Parties agree otherwise.
- 1.7 The monthly payment from the County to Airwest will be due on the first (1st) of each month. Late fees will start on the fifth (5th) of the month at 1% of the total monthly leasing cost.

2. Services Provided by the County:

- 2.1 The County will provide at least one (1) Cochise County Deputy for every flight to observe and to communicate information back to the ground.
- 2.2 The County will provide all dispatch and communication services through the Sheriff's Office. Such personnel provided by the County shall be either employees or contractors of the County and under the control of the County.

3. Utilization of Corporate Identity or Likeness:

- 3.1 The County and Airwest will use reasonable efforts to participate in mutually-beneficial public relations and marketing activities. Neither the County nor Airwest will utilize the other's markings or identities without written permission from the other Party.

4. Relationship of the Parties:

- 4.1 Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, employer/employee, associate, joint venture, or agency relationship between the Parties.

5. Agreement Duration:

- 5.1 Subject to Section 10.3, this Agreement shall be in effect for a period of twelve (12) months, commencing April 8, 2014 and terminating close of business on April 7th, 2015 ("Term"). This Agreement may be renewed for an additional twelve (12) month period at the sole discretion of the County. Should the County choose to exercise its option to renew this Agreement, it must do so by notifying Airwest in writing on or before January 31, 2015, at the address contained herein.

6. Representations, Warranties and Covenants of Airwest:

Airwest hereby represents, warrants, and covenants as follows:

- 6.1 Organization: Airwest is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the power and authority to execute, deliver and perform its obligations under this Agreement.

- 6.2 Authorization: The execution, delivery and performance of Airwest to this Agreement has been authorized by all necessary corporate action on the part of Airwest.
- 6.3 Airwest's compliance with the Federal Aviation Administration: Airwest shall comply with Federal Aviation Administration regulations (hereinafter "FAA") pertaining to the helicopter services furnished by Airwest under this Agreement. Airwest represents that each aircraft, pilot and mechanic is properly licensed, certified and meets the minimum requirements as set forth in the applicable FAA regulations. Airwest will defend, save, hold harmless and indemnify the County and any affiliated County participants from any and all liability, direct or indirect, including legal defense costs arising from any act(s) and/or omission(s) of Airwest and/or Airwest's employees, agents, or contractor(s) in connection with the rights and duties arising from this provision. Airwest shall pay the legal defense costs as a part of the indemnity obligation to include any judgment amounts awarded.

7. Representations, Warranties and Covenants of the County:

The County hereby requests, warrants and conveys as follows:

- 7.1 Organization: The County is a duly organized political subdivision of the State of Arizona, and as such has the power and authority to execute, deliver and perform its obligations under this Agreement.
- 7.2 Authorization: The execution, delivery and performance of the County to this Agreement has been authorized by all necessary government action on the part of the County.
- 7.3 Government Approvals: The County has obtained, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorization of federal, state and local government authorities which may be required to execute, deliver and perform its obligations under this Agreement.

8. Airwest and the County Insurance Requirements.

- 8.1 Policies and Amounts: Airwest, during this Term or any extended Term of the Agreement, shall maintain the following minimum insurance coverage:
- (a) All risk ground and flight aircraft hull insurance. This insurance coverage shall waive the right of subrogation against the County. Airwest agrees to provide copies of all insurance agreements upon

demand of the County. These copies shall be made available within five (5) days of demand.

- (b) Aircraft liability insurance covering injuries to passengers or third (3rd) parties and damage to property in an amount not less than Ten Million Dollars (\$10,000,000) for any one accident or a series of accidents that arise out of any one event.
- (c) Worker's Compensation Insurance for its employees at Arizona statutory limits.
- (d) With the exception of Workers' Compensation Insurance, to the extent of Airwest's Indemnification Obligation, the County shall be named as the additional insured party on each and every one of Airwest's policies described in paragraph (b) above, to the full limits available. Airwest insurance coverage shall be primary insurance and non-contributory, with respect to all other available sources.

8.2 The County shall, during the Term or any extended Term, maintain the following minimum insurance coverage:

- (a) Workers' Compensation Insurance is for its employees at the Arizona statutory limits.

9. Indemnification.

- 9.1 Airwest's Indemnification Obligations: Airwest agrees to defend, protect, indemnify and hold the County harmless, its respective directors, officers, agents, employees, representatives and agents from every kind or character of damages, losses, liabilities, expenses, demands or claims (collectively, "Losses") arising out of, connected with, incident to, resulting from, or relating to the performance of flight services during the Term of this Agreement, or any extended Term, to the extent such Losses are caused by the negligence or fault of any member of Airwest, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of the County.
- 9.2 The County's Indemnification Obligations: The County agrees to defend, protect indemnify and hold harmless Airwest, its subsidiaries, affiliates and subcontractors; and their respective directors, officers, agents, employees, representatives and agents for losses to the extent and only to the extent that such losses are directly related and caused by the negligence or fault of any member of the County.

- 9.3 Limitations. Neither Airwest nor the County shall indemnify the other Party for any losses resulting from the willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract; the indemnification obligations shall not be reduced by any insurance coverage or insurance proceeds a Party may have with respect to a claim.
- 9.4 Procedures. Upon written request by a Party entitled to indemnification pursuant to this section (hereinafter the "Indemnitee"), the other Party (hereinafter the "Indemnitor") shall pay the reasonable expenses incurred in defending any claim in advance of its final disposition. The County or Airwest shall promptly notify the other Party of the existence of any claim, or the threat of any claim, to which the indemnification obligations might apply. The Indemnitor shall select, manage and pay the legal defense costs as part of the indemnity obligation, including any judgment amounts awarded. Each Indemnitee shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the Indemnitor of any obligation hereunder. The Indemnitee shall cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and any settlement of a claim.
- 9.5 Duration. The Indemnification Obligations shall continue for a period of no longer than two (2) years after the termination of this Agreement.
10. **Termination:** The County hereby reserves the right to terminate this Agreement for any of the following:
- 10.1 Loss or reduction of private donation monies specifically designated for this Agreement.
- 10.2 Failure of Airwest to comply with any of the terms and conditions as set forth above.
- 10.3 Disregard of or citation for violations of state, local or federal laws or regulations applicable to Airwest.
11. **Arbitration:** The Parties hereby agree to make a good faith effort to resolve any controversy or claim through arbitration pursuant to A.R.S. § 12-1518.

12. Miscellaneous.

- 12.1 Force Majeure: Neither Party shall be liable to the other Party for the failure to perform its respective obligations, including payment, under this Agreement, to the extent that such failure results from cases beyond the non-performing Party's reasonable control, including, and without limitation, such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively "force majeure"). If either party is unable to perform as a result of force majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of force majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other party.
- 12.2 Default. A material breach by either Party of any representation, warranty or covenant contained in this Agreement or the failure of either Party to comply with any material terms or conditions set forth in this Agreement shall constitute a default.
- 12.3 Termination. This Agreement shall terminate and, except as otherwise set forth herein, shall be of no further force and effect forty-five (45) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"), unless the non-defaulting Party cures the Default prior to the expiration of the Cure Period. Further, this Agreement may be terminated by reason of Force Majeure, as set for in Section 12.1 above.
- 12.4 Severability. In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.
- 12.5 Proprietary Information. Airwest shall cause its employees, agents and affiliates to hold as confidential all criminal history information and all information relating to the County's business and the terms and conditions of this Agreement. The County shall cause its employees, agents and affiliates to hold confidential all information relating to Airwest's business and the terms and conditions of this Agreement, except as otherwise required under Arizona Public Records Law.
- 12.6 Assignment. Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.

- 12.7 Waiver. The waiver by one Party of any breach or failure of the other Party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.
- 12.8 Entire Agreement. This Agreement and any exhibits or schedules attached thereto or referenced herein, represent the entire Agreement between the Parties. All other prior agreements being merged herein and this Agreement shall not be modified except in writing signed by the Party against whom such modification is sought to be enforced.
- 12.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.
- 12.10 Notice. All notices relating to this Agreement shall be deemed delivered when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other addresses as may be given in writing from time-to-time:

To: Cochise County Sheriff
ATTN: Mark J. Dannels
205 North Judd Drive
Bisbee, AZ 85603
mdannels@cochise.az.org

AND

Airwest Helicopters, LLC
ATTN: Jeffrey Boatman
24017 N. 55th Avenue
Glendale, AZ 85310
jboatman@airwesthelicopters.com

- 12.11 E-verify. To the extent applicable under A.R.S. § 41-4401, each Party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party.
- 12.12 Recitals. The recitals contained in the first portion of this Agreement are made an integral part of this Agreement.

12.13 This Agreement is contingent upon the County receipt of monies specifically funded and designated for this purpose. In the event those monies are no longer available, this Agreement shall terminate immediately with no liability to the County.

IN WITNESS WHEREOF, the Parties, through their respective undersigned, authorized officers, have duly executed this Agreement as of the effective date.

AIRWEST HELICOPTERS, LLC:

Jeffrey A. Boatman
Airwest Helicopters, LLC
an Arizona Limited Liability Company

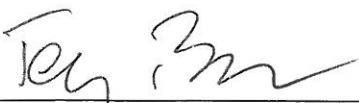
COUNTY OF COCHISE

By: _____
Ann English, Chairman
Board of Supervisors

ATTEST:

Arlethe G. Rios, Clerk
Board of Supervisors

APPROVED AS TO FORM:



Terry Bannon,
Civil Deputy County Attorney

Regular Board of Supervisors Meeting**Meeting Date:** 04/08/2014

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V **Recommendation:**
Presentation**Document Signatures:**

of ORIGINALS

Submitted for Signature:**NAME** na**TITLE** na**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**LPC AgendaLPC Minutes



County Supervisors

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

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

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

March 28, 2014

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association

1905 W. Washington St.

Phoenix, AZ

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

A) Budget Update

B) CSA Legislative Agenda

- 1) [HB 2149 state parks; SLIF fund distribution](#) (*Borrelli*)
- 2) [HB 2218 fire districts reorganization elections](#) (*Fann*)
- 3) [HB 2224 sale of fireworks; counties](#) (*Fann*)
- 4) [HB 2240 developmental disabilities; client income; retention](#) (*Brophy-McGee*)
- 5) [HB 2320 county seals; approval of use](#) (*J. Pierce*) /
[SB 1116 county seal; board approval](#) (*McGuire*)
- 6) [HB 2531 court-ordered evaluation services; payment](#) (*Brophy-McGee*)
- 7) [SB 1271 county liens; abatements](#) (*Ward*)
- 8) [SCM 1006 urging Congress; PILT program; funding](#) (*Griffin*)

C) Legislative Bills for Discussion

Land Use and Public Safety

- 1) [HB 2339 firearms; permit holders; public places](#) (*Barton*)
- 2) [HB 2483 firearms; private land; lawful discharge](#) (*Kavanagh*)
- 3) [HB 2688 fireworks; permissible uses; fines](#) (*Gowan*)
- 4) [SB 1158 \(NOW: fireworks; permissible use\)](#) (*Crandell*)

Population Threshold & Three to Five Supervisors

- 5) [HB 2420 \(NOW: governmental websites; open meetings; materials\)](#) (*Stevens*)
- 6) [SB 1483 county supervisors; population threshold; membership](#) (*Griffin*)

Other

- 7) [HB 2093 incapacitated persons; jurisdiction of court](#) (*Petersen*)
(Ref: Strike Everything Amendment: public lobbyists; authorization)
- 8) [SB 1415 municipal elections; majority vote calculation](#) (*Yarbrough*)
(Ref: Strike Everything Amendment: special districts; elections; financing; limits)

D) Next Meeting Date and Time (*Friday, April 4, at 9:00 a.m.*)

E) Other Business

F) Adjourn

March 28th LPC

51st Legislature - 2nd Regular Session, 2014

Tuesday, Mar 25 2014 3:56 PM

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

CSA Legislative Agenda

Bill Summaries

H2149: STATE PARKS; SLIF FUND DISTRIBUTION

Monies in the State Lake Improvement Fund must be dedicated annually for uses specified by the State Parks Board, which may include distributions to the Game and Fish Commission, and must be distributed at least annually to county boards of supervisors or municipal governing bodies, or both, to fund projects on waters where gasoline powered boats are permitted.

First sponsor: Rep. Borrelli

Others: Sen. Barto, Rep. Carter, Sen. Crandell, Rep. Fann, Rep. Gowan, Rep. Livingston, Rep. Lovas, Rep. Mesnard, Rep. Mitchell, Rep. Orr, Sen. Reagan, Sen. Shooter, Rep. Thorpe, Rep. Townsend, Sen. Ward

H2149 Daily History

Date Action

STATE PARKS; SLIF FUND DISTRIBUTION 2/12 from House agri-water with amend [#4118](#).

STATE PARKS; SLIF FUND DISTRIBUTION 1/22 referred to House agri-water, appro.

H2218: FIRE DISTRICT REORGANIZATION ELECTIONS

Various changes to statutes governing elections to reorganize a fire district, including requiring any person seeking election to the governing body that would be formed or expanded upon reorganization to comply with the nomination requirements for a candidate prescribed in state statute, including filing a nomination paper and nomination petitions.

First sponsor: Rep. Fann

H2218 Daily History

Date Action

FIRE DISTRICT REORGANIZATION ELECTIONS 3/24 from Senate gov-env do pass.

FIRE DISTRICT REORGANIZATION ELECTIONS 3/21 Senate gov-env do pass; report awaited.

FIRE DISTRICT REORGANIZATION ELECTIONS 3/10 referred to Senate gov-env.

FIRE DISTRICT REORGANIZATION ELECTIONS 3/5 passed House [58-0](#); ready for Senate.

FIRE DISTRICT REORGANIZATION ELECTIONS 3/3 House COW approved.

FIRE DISTRICT REORGANIZATION ELECTIONS 2/27 from House rules okay.

FIRE DISTRICT REORGANIZATION ELECTIONS 2/19 from House gov do pass.

FIRE DISTRICT REORGANIZATION ELECTIONS 1/22 referred to House gov.

H2224: SALE OF FIREWORKS; COUNTIES

Counties are authorized to regulate the sale and use of permissible consumer fireworks in unincorporated areas of the county when a federal or state agency implements state one fire restrictions in any portion of the county. Previously, counties were permitted to regulate the use of fireworks during times when there was a reasonable risk of wildfires in the county.

First sponsor: Rep. Fann

Others: Rep. Borrelli, Rep. Boyer, Rep. Cardenas, Rep. Coleman, Rep. Mesnard, Rep. Otondo, Rep. Peshlakaj, Rep. Pratt, Rep. Saldate, Rep. Shope, Rep. Steele, Sen. Ward

H2224 Daily History

Date Action

SALE OF FIREWORKS; COUNTIES 2/19 FAILED House pub-mil-reg 2-5.

SALE OF FIREWORKS; COUNTIES 1/28 referred to House pub-mil-reg.

H2240: DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION

Increases the minimum amount of a Department of Developmental Disabilities client's income or benefits that must be retained for the client's personal use to 30 percent, from 12 percent.

First sponsor: Rep. Brophy McGee

H2240 Daily History	Date	Action
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	3/20	from Senate hel-hu ser do pass.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	3/19	Senate hel-hu ser do pass; report awaited.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	3/10	referred to Senate hel-hu ser, appro.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	3/5	passed House <u>58-0</u> ; ready for Senate.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	3/3	House COW approved.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	2/27	from House rules okay.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	2/20	from House ref-hu ser do pass.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	1/22	referred to House ref-hu ser.

H2320: COUNTY SEALS; APPROVAL OF USE

A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. Knowing violations are a class 3 (mid-level) misdemeanor.

First sponsor: Rep. J. Pierce

H2320 Daily History	Date	Action
COUNTY SEALS; APPROVAL OF USE	3/11	from Senate rules okay.
COUNTY SEALS; APPROVAL OF USE	3/4	from Senate gov-env with amend <u>#4475</u> .
COUNTY SEALS; APPROVAL OF USE	2/26	referred to Senate gov-env.
COUNTY SEALS; APPROVAL OF USE	2/25	passed House <u>59-0</u> ; ready for Senate.
COUNTY SEALS; APPROVAL OF USE	2/19	from House rules okay.
COUNTY SEALS; APPROVAL OF USE	2/18	to House consent calendar.
COUNTY SEALS; APPROVAL OF USE	2/12	from House gov do pass.
COUNTY SEALS; APPROVAL OF USE	2/11	House gov do pass; report awaited.
COUNTY SEALS; APPROVAL OF USE	1/22	referred to House gov.

H2531: COURT-ORDERED EVALUATION SERVICES; PAYMENT

If a person is eligible for federal behavioral health benefits, the cost of court ordered services provided by a county is a charge against the county in which the person resided to the extent of the nonfederal share of the cost of the service. AS PASSED HOUSE.

First sponsor: Rep. Brophy McGee

Others: Sen. Begay, Sen. McComish, Sen. Pancrazi, Sen. S. Pierce, Sen. Reagan, Sen. Worsley

H2531 Daily History	Date	Action
COURT-ORDERED EVALUATION SERVICES; PAYMENT	3/20	from Senate hel-hu ser do pass.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	3/19	Senate hel-hu ser do pass; report awaited.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	3/10	referred to Senate hel-hu ser.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	3/6	House COW approved with amend <u>#4236</u> . Passed House <u>58-0</u> ; ready for Senate.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	3/4	from House rules okay.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	2/19	from House hel with amend <u>#4236</u> .
COURT-ORDERED EVALUATION SERVICES; PAYMENT	2/19	House hel amended; report awaited.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	1/30	referred to House hel.

S1116: COUNTY SEAL; BOARD APPROVAL

A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval on application to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. The board of supervisors is required to issue a cease and desist order to any person in violation of these requirements. Failure to comply with the cease and desist order is a class 3 (mid-level) misdemeanor. AS PASSED SENATE.

First sponsor: Sen. McGuire

Others: Rep. Alston, Sen. Burges, Rep. Cardenas, Sen. Crandell, Sen. Driggs, Sen. D. Farnsworth, Sen. Gallardo, Sen. Hobbs, Sen. Landrum Taylor, Rep. Mach, Sen. McComish, Sen. Meza, Sen. Pancrazi, Rep. Pratt, Rep. Quezada, Sen. Reagan, Sen. Ward, Sen. Worsley, Sen. Yarbrough, Sen. Yee

S1116 Daily History	Date	Action
COUNTY SEAL; BOARD APPROVAL	3/10	referred to House gov.
COUNTY SEAL; BOARD APPROVAL	3/4	Passed Senate <u>30-0</u> ; ready for House.
COUNTY SEAL; BOARD APPROVAL	3/3	Senate COW approved with amend <u>#4174</u> .
COUNTY SEAL; BOARD APPROVAL	2/25	from Senate rules okay.
COUNTY SEAL; BOARD APPROVAL	2/18	from Senate gov-env with amend <u>#4174</u> .
COUNTY SEAL; BOARD APPROVAL	1/21	referred to Senate gov-env.

S1271: COUNTY LIENS; ABATEMENTS

The sale of a real property tax lien or foreclosure of the right to redeem does not extinguish a county lien for nuisance abatement, dangerous building abatement, or abatement or injunction of rubbish, debris or dilapidated buildings.

First sponsor: Sen. Ward

Others: Rep. Borrelli

S1271 Daily History	Date	Action
COUNTY LIENS; ABATEMENTS	1/30	referred to Senate gov-env.

SCM1006: URGING CONGRESS; PILT PROGRAM; FUNDING

The Legislature urges the U.S. Congress to provide full, sustainable funding for the Payment in Lieu of Taxes (PILT) program for FY2015 and into the future, and to work with the State of Arizona and county governments to identify and implement policies to promote economic development on public lands. The Secretary of State is directed to transmit copies of this memorial to the President of the U.S., the President of the U.S. Senate, the Speaker of the U.S. House and each member of Congress from Arizona. AS SENT TO SECRETARY OF STATE.

First sponsor: Sen. Griffin

Others: Sen. Crandell, Sen. S. Pierce, Sen. Ward

SCM1006 Daily History	Date	Action
URGING CONGRESS; PILT PROGRAM; FUNDING	2/27	from House rules okay. House COW approved. Passed House <u>54-1</u> ; to secretary of state.
URGING CONGRESS; PILT PROGRAM; FUNDING	2/25	referred to House rules only.
URGING CONGRESS; PILT PROGRAM; FUNDING	2/20	passed Senate <u>26-3</u> ; ready for House.
URGING CONGRESS; PILT PROGRAM; FUNDING	2/18	from Senate rules okay.
URGING CONGRESS; PILT PROGRAM; FUNDING	2/17	to Senate consent calendar.
URGING CONGRESS; PILT PROGRAM; FUNDING	2/11	from Senate gov-env do pass.
URGING CONGRESS; PILT PROGRAM; FUNDING	2/4	referred to Senate gov-env.

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Land Use and Public Safety

Bill Summaries

H2339: FIREARMS; PERMIT HOLDERS; PUBLIC PLACES

It is not misconduct involving weapons by carrying a deadly weapon at a public establishment or event if the person possesses a valid concealed weapons permit. Does not apply to public establishments or events that have security personnel and electronic weapons screening devices and that require each person carrying a deadly weapon to leave it in possession of the security personnel while the person is in the establishment or event. Does not apply to an "educational institution" (defined elsewhere in statute), community colleges, public universities, or the licensed premises of any public establishment with a liquor license. AS PASSED HOUSE.

First sponsor: Rep. Barton

Others: Sen. Crandell, Rep. Mitchell, Rep. Montenegro, Sen. Murphy, Rep. Petersen, Rep. Seel, Rep. Smith, Rep. Thorpe

H2339 Daily History

Date Action

FIREARMS; PERMIT HOLDERS; PUBLIC PLACES 3/18 from Senate jud do pass.

FIREARMS; PERMIT HOLDERS; PUBLIC PLACES 3/13 referred to Senate jud.

FIREARMS; PERMIT HOLDERS; PUBLIC PLACES 3/12 House COW approved with floor amend #4678. Passed House 34-22; ready for Senate.

FIREARMS; PERMIT HOLDERS; PUBLIC PLACES 3/11 from House rules okay.

FIREARMS; PERMIT HOLDERS; PUBLIC PLACES 2/20 from House jud do pass.

FIREARMS; PERMIT HOLDERS; PUBLIC PLACES 2/3 referred to House jud.

H2483: FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE

County ordinances are prohibited from preventing, restricting or otherwise regulating the lawful discharge of a firearm or air gun or use of archery equipment on a private lot or parcel of land that is not open to the public on a commercial or membership basis. The otherwise lawful discharge of a firearm or air gun or use of archery equipment cannot be enjoined by the court except under specified circumstances shown by clear and convincing evidence.

First sponsor: Rep. Kavanagh

Others: Rep. Forese, Rep. Gowan, Rep. Gray, Rep. Livingston, Rep. Lovas, Rep. Smith, Rep. Stevens, Rep. Tobin

H2483 Daily History

Date Action

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 3/20 from Senate pub safety do pass.

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 3/19 Senate pub safety do pass; report awaited.

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 3/17 passed House 32-24; ready for Senate. Referred to Senate pub safety.

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 2/20 objection withdrawn from House consent calendar by Cardenas.

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 2/19 from House rules okay.

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 2/18 to House consent calendar. Stricken from House consent calendar by Cardenas.

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 2/6 from House jud do pass.

FIREARMS; PRIVATE LAND; LAWFUL DISCHARGE 1/28 referred to House jud.

H2688: FIREWORKS; PERMISSIBLE USES; FINES

Modifies the definition of "permissible consumer fireworks." Sellers of fireworks that are to be shipped directly out of Arizona or fireworks that are to be used for managing wildlife are required to maintain specified information on the sale for a period of five years and make that information available on request to the State Fire Marshal or Local Fire Marshal. Failure to maintain or make available the information is subject to a fine of \$500 per violation. Establishes fines and penalties for various other violations of fireworks regulations.

First sponsor: Rep. Gowan

Others: Rep. Orr

H2688 Daily History

Date Action

FIREWORKS; PERMISSIBLE USES; FINES 3/20 from Senate com-energy-mil with amend [#4756](#).
 FIREWORKS; PERMISSIBLE USES; FINES 3/19 Senate com-energy-mil amended; report awaited.
 FIREWORKS; PERMISSIBLE USES; FINES 3/10 referred to Senate com-energy-mil.
 FIREWORKS; PERMISSIBLE USES; FINES 3/4 passed House [46-7](#); ready for Senate.
 FIREWORKS; PERMISSIBLE USES; FINES 2/27 House COW approved.
 FIREWORKS; PERMISSIBLE USES; FINES 2/24 from House rules okay.
 FIREWORKS; PERMISSIBLE USES; FINES 2/19 from House pub-mil-reg do pass.
 FIREWORKS; PERMISSIBLE USES; FINES 2/19 House pub-mil-reg do pass; report awaited.
 FIREWORKS; PERMISSIBLE USES; FINES 2/17 referred to House pub-mil-reg.

S1158: FIREWORKS; PERMISSIBLE USE (TECH CORRECTION; TEXTBOOK PURCHASE)

In counties with a population of more than 500,000 (Pima and Maricopa Counties), incorporated municipalities are authorized to regulate the use and sale of permissible consumer fireworks within the municipal limits and counties are authorized to regulate the use and sale of permissible consumer fireworks within the unincorporated areas of the county at any time, instead of only when there is a reasonable risk of wildfires in the immediate county. The sale of permissible consumer fireworks must be allowed from June 20 through July 5 and from December 14 through January 1 each year, and the use of permissible consumer fireworks must be allowed from June 30 through July 6 and from December 26 through January 2 each year. Modifies the definition of "permissible consumer fireworks." Sellers of fireworks that are to be shipped directly out of Arizona or fireworks that are to be used for managing wildlife are required to maintain specified information on the sale for a period of five years and make that information available on request to the State Fire Marshal or Local Fire Marshal. Failure to maintain or make available the information is subject to a fine of \$500 per violation. Establishes fines and penalties for various other violations of fireworks regulations. AS PASSED SENATE.

First sponsor: Sen. Crandell

S1158 Daily History

Date Action

FIREWORKS; PERMISSIBLE USE 3/24 from House rules okay.
 FIREWORKS; PERMISSIBLE USE 3/19 from House pub-mil-reg with amend [#4741](#).
 FIREWORKS; PERMISSIBLE USE 3/10 referred to House pub-mil-reg.
 FIREWORKS; PERMISSIBLE USE 3/3 passed Senate [22-5](#); ready for House.
FIREWORKS; PERMISSIBLE USE 2/27 Senate COW approved with amend [#4255](#) and the rules tech amendment. NOTE SHORT TITLE CHANGE.
 TECH CORRECTION; TEXTBOOK PURCHASE 2/25 from Senate rules with a technical amendment.
 TECH CORRECTION; TEXTBOOK PURCHASE 2/20 from Senate pub safety with amend [#4255](#).
 TECH CORRECTION; TEXTBOOK PURCHASE 2/10 further referred to Senate pub safety.
 TECH CORRECTION; TEXTBOOK PURCHASE 1/23 referred to Senate rules only.

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Pop Threshold Three to Five

Bill Summaries

H2420: GOVERNMENT WEBSITES; OPEN MEETINGS; MATERIALS (TECH-CORRECTION; REBATE SET-ASIDE)

Open meeting law materials that public bodies are required to post on their websites must be posted on the home page of the website. AS PASSED HOUSE.

First sponsor: Rep. Stevens

H2420 Daily History	Date Action
GOVERNMENT WEBSITES; OPEN MEETINGS; MATERIALS	3/24 from Senate gov-env with amend #4811 .
GOVERNMENT WEBSITES; OPEN MEETINGS; MATERIALS	3/5 referred to Senate gov-env.
GOVERNMENT WEBSITES; OPEN MEETINGS; MATERIALS	3/4 passed House 50-5 ; ready for Senate.
GOVERNMENT WEBSITES; OPEN MEETINGS; MATERIALS	2/27 House COW approved with amend #4142 and floor amend #4412 . NOTE SHORT TITLE CHANGE.
TECH CORRECTION; REBATE SET-ASIDE	2/19 from House rules okay.
TECH CORRECTION; REBATE SET-ASIDE	2/13 from House tech-inf with amend #4142 .
TECH CORRECTION; REBATE SET-ASIDE	2/12 referred to House tech-inf.

S1483: COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP

Any county having a population of at least 150,000 but not more than 175,000 persons and having a county board of supervisors that consists of three persons is required to submit to the electors of the county, at the next general election following the decennial census, the question of whether the county will elect five members to the board. If the voters approve, the board of supervisors is required to redistrict the county pursuant to statute. At the next general election immediately following the approval, the county must elect five members who are qualified electors of their supervisorial district. The elected supervisors will hold office for a term of four years, beginning on January 1 immediately following their election. Session law specifies that until the results of the 2020 U.S. decennial census are released, the board of supervisors of any county that reaches a population of at least 150,000 but not more than 175,000 persons, as determined by the annual population estimate provided by the Office of Employment and Population Statistics, is required to submit to the electors of the county, at the next general election, the question of whether the county will elect five members to the board. If the voters approve, the board of supervisors is required to redistrict the county pursuant to statute. At the next general election immediately following the approval, the county must elect five members who are qualified electors of their supervisorial district. The elected supervisors will hold office for a term of four years, beginning on January 1 immediately following their election. AS PASSED SENATE.

First sponsor: Sen. Griffin

S1483 Daily History	Date Action
COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP	3/24 from House gov with amend #4795 .
COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP	3/20 House gov amended; report awaited.
COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP	3/18 referred to House gov.
COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP	3/17 passed Senate 17-12 ; ready for House.
COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP	3/13 Senate COW approved with amend #4179 and floor amend #4700 .

COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP 3/4 from Senate rules okay.

COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP 2/18 from Senate gov-env with amend #4179.

COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP 2/5 referred to Senate gov-env.

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Other

Bill Summaries

H2093: INCAPACITATED PERSONS; JURISDICTION OF COURT

Statute governing proceedings subsequent to the appointment of a guardian for an incapacitated person is repealed and replaced. The court at the place where the ward resides for a period of at least two years must assume jurisdiction from the court that appointed the guardian, instead of the two courts having concurrent jurisdiction. Establishes procedures the courts must follow if the court located at the place where the ward resides is not the court in which acceptance of appointment is filed. AS PASSED HOUSE.

First sponsor: Rep. Petersen

Others: Sen. Biggs, Sen. D. Farnsworth

H2093 Daily History

Date Action

INCAPACITATED PERSONS; JURISDICTION OF COURT 3/18 from Senate jud with amend [#4717](#).

INCAPACITATED PERSONS; JURISDICTION OF COURT 2/19 referred to Senate jud.

INCAPACITATED PERSONS; JURISDICTION OF COURT 2/18 passed House [52-8](#); ready for Senate.

INCAPACITATED PERSONS; JURISDICTION OF COURT 2/13 House COW approved with floor amend [#4152](#).

INCAPACITATED PERSONS; JURISDICTION OF COURT 2/11 from House rules okay. Stricken from House consent calendar by Quezada.

INCAPACITATED PERSONS; JURISDICTION OF COURT 2/10 to House consent calendar.

INCAPACITATED PERSONS; JURISDICTION OF COURT 1/23 from House jud do pass.

INCAPACITATED PERSONS; JURISDICTION OF COURT 1/22 referred to House jud.

S1415: MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION

Establishes a formula for determining the majority of votes cast in municipal elections for the office of mayor or city council. If more candidates receive a majority of votes cast than there are seats to be filled for that office, the candidates who receive the highest number of votes shall be declared elected to that office. If no candidates or not enough candidates receive the majority of votes cast, the number of candidates who advance to the general or runoff election must be equal to twice the number of seats to be filled.

First sponsor: Sen. Yarbrough

Others: Sen. Crandell, Rep. Fann, Rep. Kavanagh

S1415 Daily History

Date Action

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 3/24 from House gov with amend [#4793](#).

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 3/20 House gov amended; report awaited.

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 3/10 referred to House gov.

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 2/27 passed Senate [27-3](#); ready for House.

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 2/27 from Senate rules okay. Stricken from Senate consent calendar by McComish. Senate COW approved.

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 2/26 to Senate consent calendar.

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 2/19 from Senate elect do pass.

MUNICIPAL ELECTIONS; MAJORITY VOTE CALCULATION 2/5 referred to Senate elect.

**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE**

(Teleconference Made Available)

County Supervisors Association

1905 West Washington

Phoenix, Arizona

MINUTES

March 28, 2014

Call to Order: James Palmer 9:01 a.m.

Present in Person:

James Palmer	Graham County
D. L. Wilson	La Paz County
David Tenney	Navajo County

Present Telephonically:

Ann English	Cochise County
Matt Ryan	Coconino County
Michael Pastor	Gila County
Gary Watson	Mohave County
Manny Ruiz	Santa Cruz County
Tom Thurman	Yavapai County
Lenore Stuart	Yuma County

Absent: Barry Weller (Apache), David Gomez (Greenlee), Mary Rose Wilcox (Maricopa), Sharon Bronson (Pima), Pete Rios (Pinal)

Others present telephonically: John Marcanti, Russ Clark, Delwin Wengert, Mike Ortega, Joanne Keene, Matt Rudig, Terry Cooper, Robert Pickels, Todd Madeksza

Others present in person: Rick Bohan, Michelle Hindman, Mark Barnes, Craig Sullivan, Penny Adams, Kristin Cipolla, Dan Bogert, Yvonne Ortega

President James Palmer extended his condolences to Kay Gale whose mother-in-law passed away yesterday. Penny Adams called roll and a quorum was available. President James Palmer thanked everyone for attending.

Budget Update

Craig Sullivan reported that at last month's CSA board meeting it was reported that the Senate had been working on passing a budget. The House then strived to move quickly on the Senate budget bills. Six House Republican Caucus members, concerned with some Senate budget line items, worked together to create a series of budget negotiations over this week. Some of the primary topics they were focused on were the charter school conversion issue and Child Protective Services. Leverage shifted to those six House members over the week. Last night, the House passed a budget that was a \$57 million difference from the Senate budget. The House budget bills are being transmitted to the Senate who will first read them today.

Craig reported that the House budget includes \$30 million HURF monies being restored to local governments which will bypass the state highway fund; an appropriation for 13 counties of \$550,000 each; and flexibility language for counties. What were not included in the House version are the Sexually Violent Persons elimination CSA sought, monies for developmentally disabled and the SLIF monies. Craig added that the House budget included an offset to impacts from [SB 1413 taxes; manufacturers' electricity sales; exemption](#), which exempts from a transaction privilege tax (TPT) electricity used in manufacturing. It is a \$1.3 million appropriation to offset the impact to counties on local excise taxes. Craig made note of several amendments that could affect counties. CSA is reviewing the House engrossed budget bills and will report out later.

CSA Legislative Agenda

President Palmer reported that Todd Madeksza is absent today due to the death of his father-in-law this week. Condolences were extended to him and his family. Kristin Cipolla provided an update on CSA's legislative agenda.

1. [HB 2149 state parks; SLIF fund distribution](#) (Borrelli). The bill was originally in the budget discussions, but didn't make it to the final version.
2. [HB 2218 fire districts reorganization elections](#) (Fann). Passed the Senate this week and awaits a Senate Rules hearing.
3. [HB 2224 sale of fireworks; counties](#) (Fann). Previously defeated in committee.
4. [HB 2240 developmental disabilities; client income; retention](#) (Brophy-McGee). Passed Senate Appropriations this week and awaits a Rules hearing. This issue was also part of the budget discussions, but did not make it to the final version, however, it is still moving in bill form.
5. [HB 2320 county seals; approval of use](#) (J. Pierce) / [SB 1116 county seal; board approval](#) (McGuire). HB 2320 passed Senate Rules and awaits floor action.
6. [HB 2531 court-ordered evaluation services; payment](#) (Brophy-McGee). Passed Senate Health & Human Services last week and awaits a Senate Rules hearing.
7. [SB 1271 county liens; abatements](#) (Ward). The bill was previously defeated.
8. [SCM 1006 urging Congress; PILT program; funding](#) (Griffin). This memorial was previously passed and sent to the congressional delegation.

President Palmer thanked CSA staff for working so diligently on the CSA legislative agenda.

Legislative Bills for Discussion

President Palmer reported that updates would be provided on the following bills, as CSA had previously taken a position of opposition on them.

Land Use and Public Safety

1. [HB 2339 firearms; permit holders; public places](#). Kristin reported the bill passed Senate Judiciary last week. CSA had reported the concern of costs to the counties to the Governor's office.
2. [HB 2483 firearms; private land; lawful discharge](#). Kristin reported CSA had previously opposed this bill and is working toward that end.
3. [HB 2688 fireworks; permissible uses; fines](#). Kristin reported it passed Senate Commerce, Energy & Military Affairs committee last week and awaits a Rules hearing.
4. [SB 1158 \(NOW: fireworks; permissible use\)](#). Kristin reported it is scheduled on Monday's House Caucus agenda.

Population Threshold & Three to Five Supervisors

5. [HB 2420 \(NOW: governmental websites; open meetings; materials\)](#). Kristin reported it passed the Senate committee last week. CSA had voted in opposition to it.
6. [SB 1483 county supervisors; population threshold; membership](#). Kristin reported this is a similar bill to HB 2420 and it passed the House committee last week. CSA had voted in opposition to it.

Other

7. [HB 2093 incapacitated persons; jurisdiction of court](#) (Ref: Strike Everything Amendment: public lobbyists; authorization). Kristin reported this striker bill passed Senate Judiciary last week and must now go to Rules. In response to President Palmer's concern, Craig reported that CSA is very concerned in how this would affect CSA because the language is unclear and continues to oppose it.
8. [SB 1415 municipal elections; majority vote calculation](#) (Ref: Strike Everything Amendment: special districts; elections; financing; limits). Dan Bogert reported the strike everything amendment was put on the bill in House Government. The language is from HB 2386 that was defeated.

Other Business

Supervisor Ann English thanked everyone for continuing to oppose the bills that would require Cochise County to go to an election at some point. Supervisor Lenore Stuart and President Palmer thanked CSA staff for their hard work and long hours. He thanked everyone for their attendance.

Next Meeting Date and Time

President Palmer advised the next meeting will be on Friday, April 4, at 9:00 a.m.

Adjournment

There being no further business, President Palmer adjourned the meeting at 9:33 a.m.