



Cochise County Board of Supervisors

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PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

MICHAEL J. ORTEGA
County Administrator

JAMES E. VLAHOVICH
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, February 24, 2015 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.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 10, 2015.
2. Ratify a letter to Senator Gail Griffin, Representative David Gowan, and Representative David Stevens regarding the Governor's budget recommendations and their impact to Cochise County.

County Attorney

3. Approve the proposed settlement of the Tax Appeal in Sierra Pines RAF, LLC v. Cochise County, TX2014-000467 (Assessor parcel No. 107-51-002), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Schools

4. Approve an Intergovernmental Agreement (IGA) between Cochise County School Superintendent's Office and Benson Unified School District (BUSD) for the services of Mr. Mike Wilson and/or the BUSD Information Technologies staff for the period of February 24, 2015 through June 30, 2015.

County Sheriff

5. Approve the acceptance of a donation to the Sheriff's Office of \$90,341 from the Howard G. Buffett Foundation to purchase two 2015 Chevrolet 4x4 LE Tahoes and one Dell Laptop 5000 for the Sheriff's Assist Team missions.

Emergency Services

6. Approve State Homeland Security Grant 14 AZDOHS-HSGP-140400-01 to fund miscellaneous supplies, equipment and training for Citizen Corp volunteer groups in Cochise County in the amount of \$4,800.
7. Approve State Homeland Security Grant 14 AZDOHS-HSGP-140400-02 to fund the purchase of a Respirator Fit Tester for use by public safety agencies throughout Cochise County in the amount of \$12,600.

Facilities

8. Ratify Grant Agreement Change Order #1 for the Airport Improvement Plan Grant Offer #3-04-0013-009-2014 from the Federal Aviation Administration (FAA) in the amount of \$4,869.63 with a local match share of \$217.67 for the acquisition of a pavement sweeper for the Bisbee-Douglas International Airport.
9. Ratify signature on Grant Agreement Change Order #1 for the Airport Development Reimbursable Grant Agreement #E5F2H from the Arizona Dept of Transportation Aeronautics Group (AZDOT) in the amount of \$218.00 with a local match share of \$9.74 for the acquisition of a pavement sweeper for the Bisbee-Douglas International Airport.

Finance

10. Approve demands and budget amendments for operating transfers.

Health & Social Services

11. Approve Amendment 1 to Intergovernmental Agreement (IGA) ADHS14-053682, Maternal, Infant & Early Childhood Home Visiting (MIECHV), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$90,000 for the period 10/01/14 – 09/30/15.

Juvenile Probation

12. Approve the Intergovernmental Agreement (IGA) among the Arizona Supreme Court, Cochise County School Superintendent and the Cochise County Superior Court for Fiscal Year 2014/2015 governing title funds to provide education programs to juvenile detainees in the classrooms at the Juvenile Detention School effective as of the date of execution of the agreement by all parties through June 30, 2015.

Procurement

13. Approve Professional Services Agreement 15-26-BOS-03A for Transportation Services for the Pima County Medical Examiner Contract to Hatfield Funeral Home in Sierra Vista effective February 24, 2015 through March 1, 2016.
14. Approve Professional Services Agreement 15-26-BOS-03B for Transportation Services for the Pima County Medical Examiner Contract to Jensen's Sierra Vista Mortuary effective February 10, 2015 to January 31, 2016.

Workforce Development

15. Approve Amendment #14 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from July 1, 2013 to March 31, 2015.

ACTION

County Sheriff

16. Approve the Tower License and Use Agreement between Sequoia Farm Foundation and Cochise County to install communications equipment effective February 24, 2015 to February 24, 2040.

STATE & FEDERAL LEGISLATION

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.

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.

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 Board of Supervisors

1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

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 February 10, 2015.

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

Warrants

Minutes

Cochise Co. Demands 2.10.15

86470	01/21/2015	Armstrong Consultants, Inc.	\$14,923.50	86547	01/22/2015	Granite Construction Company	\$3,693.77
86471	01/21/2015	Armstrong Consultants, Inc.	\$11,455.95	86548	01/22/2015	Jensen's Sierra Vista Mortuary	\$650.00
86472	01/21/2015	Armstrong Consultants, Inc.	\$12,040.00	86549	01/22/2015	JJ Keller & Associates, Inc.	\$1,214.40
86473	01/21/2015	CenturyLink	\$65.30	86550	01/22/2015	Law Offices of Thomas E. Higgins, Jr.	\$464.40
86474	01/21/2015	CenturyLink	\$1,808.02	86551	01/22/2015	Legend Technical Services, Inc.	\$356.00
86475	01/21/2015	CenturyLink	\$2,957.65	86552	01/22/2015	Mesa Public Library	\$19.95
86476	01/21/2015	Sprint	\$67.04	86553	01/22/2015	Minit Market	\$26.49
86477	01/21/2015	Sulphur Springs Valley Electric Coop, Inc.	\$934.66	86554	01/22/2015	Newt Fogal Sales Co.	\$7,014.60
86478	01/21/2015	Sulphur Springs Valley Electric Coop, Inc.	\$1,194.69	86555	01/22/2015	Nyander, Penny Sue	\$217.00
86479	01/21/2015	Valley Telephone Cooperative, Inc.	\$57.13	86556	01/22/2015	Nyander, Penny Sue	\$120.00
86480	01/21/2015	Verizon Wireless	\$56.20	86557	01/22/2015	OCLC Online Computer Library Center, Inc.	\$751.27
86481	01/21/2015	Verizon Wireless	\$191.03	86558	01/22/2015	Office of Vital Records	\$3,420.00
86482	01/21/2015	Cochise County BOS - Petty Cash	\$1,570.31	86559	01/22/2015	Office Smart	\$40.05
86483	01/21/2015	Stembers, Debra	\$343.95	86560	01/22/2015	Office Smart	\$134.17
86484	01/21/2015	Trujillo, Jeffrey D.	\$75.00	86561	01/22/2015	Palo Verde Behavioral Health	\$4,700.00
86485	01/21/2015	Wise, Jay	\$2,539.70	86562	01/22/2015	Panayiotis A. Ellinas, MD MPH	\$525.00
86486	01/21/2015	American First Financial, LLC	\$77.06	86563	01/22/2015	Panayiotis A. Ellinas, MD MPH	\$100.00
86487	01/21/2015	Arizona Department of Revenue	\$826.85	86564	01/22/2015	PC Scale Tower	\$2,345.00
86488	01/21/2015	Cochise County/Sheakley/National Bank	\$9,925.88	86565	01/22/2015	Pima County	\$2,200.00
86489	01/21/2015	Correction Officers	\$341.72	86566	01/22/2015	Prudential Overall Supply	\$678.35
86490	01/21/2015	DCS	\$485.03	86567	01/22/2015	Purcell's Western State Tire Company	\$12,284.35
86491	01/21/2015	EODCRS	\$9.06	86568	01/22/2015	Recorded Books, LLC	\$56.90
86492	01/21/2015	General Revenue Corporation	\$139.24	86569	01/22/2015	Rehab Creative, LLC	\$10,450.00
86493	01/21/2015	GMAC, c/o Jennifer A. Christie	\$41.44	86570	01/22/2015	Robert J. Zohlmann, Esq.	\$1,450.00
86494	01/21/2015	Gurstel Chargo PA	\$298.32	86571	01/22/2015	RWC International, LTD	\$2,495.94
86495	01/21/2015	Nationwide Retirement Solutions	\$507.50	86572	01/22/2015	Schlesinger, Aaron	\$520.80
86496	01/21/2015	NYS Child Support Processing Center	\$32.00	86573	01/22/2015	SCS Engineers, SCS Field Services, SCS Energy,	\$3,870.00
86497	01/21/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,569.55	86574	01/22/2015	Senergy Petroleum LLC	\$60,578.65
86498	01/21/2015	Public Safety Retirement Syst	\$404.43	86575	01/22/2015	Sheakley Pension Administration Inc.	\$918.50
86499	01/21/2015	Public Safety Retirement Syst	\$3,767.43	86576	01/22/2015	Sierra OB GYN	\$239.90
86500	01/21/2015	Southeastern Arizona Federal Credit Union	\$296.01	86577	01/22/2015	Sierra Vista Emergency Physicians	\$140.91
86501	01/21/2015	Support Payment Clearinghouse	\$6,177.99	86578	01/22/2015	Sierra Vista NAPA	\$852.69
86502	01/21/2015	U. S. Department of Education	\$160.79	86579	01/22/2015	Sierra Vista, City of	\$1,973.36
86503	01/21/2015	United Way	\$45.00	86580	01/22/2015	Sonora Behavioral Health	\$9,000.00
86504	01/21/2015	US Department of Treasury	\$198.92	86581	01/22/2015	Sonora Quest Laboratories LLC	\$186.99
86505	01/22/2015	Pennsylvania SCDU	\$215.00	86582	01/22/2015	Southwest Disposal LC	\$83.39
86506	01/22/2015	Accurate Land Surveying, LLC	\$405.00	86583	01/22/2015	Southwest Gas Corporation	\$17,395.30
86507	01/22/2015	ACT Environmental, Inc.	\$1,450.00	86584	01/22/2015	Sparkletts	\$27.98
86508	01/22/2015	Alphagraphics	\$295.30	86585	01/22/2015	Sparkletts	\$134.28
86509	01/22/2015	Arizona Counties Insurance Pool	\$40,850.56	86586	01/22/2015	Stamback Septic Service	\$611.50
86510	01/22/2015	Arizona Department of Corrections - Douglas	\$48.00	86587	01/22/2015	State Bar of Arizona	\$1,425.00
86511	01/22/2015	Arizona Department of Corrections - Douglas	\$695.50	86588	01/22/2015	State Bar of Arizona	\$3,800.00
86512	01/22/2015	Arizona Department of Corrections - Douglas	\$411.50	86589	01/22/2015	State Bar of Arizona	\$1,425.00
86513	01/22/2015	Arizona Department of Corrections - Douglas	\$112.00	86590	01/22/2015	Sulphur Springs Valley Electric Coop, Inc.	\$1,297.08
86514	01/22/2015	Arizona Department of Corrections - Douglas	\$2,477.67	86591	01/22/2015	Sulphur Springs Valley Electric Coop, Inc.	\$14,822.30
86515	01/22/2015	Arizona Department of Corrections - Douglas	\$922.25	86592	01/22/2015	Thomson West	\$3,572.54
86516	01/22/2015	AZ Department of Corrections ASPC-Tucson	\$106.00	86593	01/22/2015	Titan Machinery Inc.	\$3,586.09
86517	01/22/2015	Arizona Hydroseed, LLC	\$992.00	86594	01/22/2015	Topgun Reconstruction	\$1,237.50
86518	01/22/2015	Arizona Public Service (APS)	\$8,192.88	86595	01/22/2015	Tucson Tallow Co., Inc.	\$375.00
86519	01/22/2015	Arizona State Prison Complex - Fort Grant	\$127.50	86596	01/22/2015	UniFirst Corporation	\$228.30
86520	01/22/2015	Arizona State Prison Complex - Fort Grant	\$81.93	86597	01/22/2015	UniFirst Corporation	\$403.42
86521	01/22/2015	Arizona Water Company	\$4,919.61	86598	01/22/2015	UniFirst Corporation	\$1,678.56
86522	01/22/2015	Baird, Leslie A, CR	\$368.00	86599	01/22/2015	United Fire Equipment Co	\$64.03
86523	01/22/2015	Baker & Taylor, Inc.	\$200.28	86600	01/22/2015	United States Department of the Interior	\$14,675.00
86524	01/22/2015	Banas, Pamela	\$900.00	86601	01/22/2015	University Physicians Healthcare, Inc.	\$6,000.00
86525	01/22/2015	Beacon Secure	\$350.00	86602	01/22/2015	USDA, APHIS	\$7,529.06
86526	01/22/2015	Benson Police Department	\$276.60	86603	01/22/2015	Valley Telephone Cooperative, Inc.	\$106.44
86527	01/22/2015	Benson, City of	\$297.56	86604	01/22/2015	Valley Telephone Cooperative, Inc.	\$292.57
86528	01/22/2015	BI Incorporated	\$1,455.86	86605	01/22/2015	Valley Telephone Cooperative, Inc.	\$191.59
86529	01/22/2015	Bio-Reference Laboratories, Inc.	\$155.49	86606	01/22/2015	VCA Apache Animal Hospital	\$15.33
86530	01/22/2015	Bisbee, City of (Ambulance)	\$6,118.80	86607	01/22/2015	Ventura, Lucia	\$187.20
86531	01/22/2015	CDW Government	\$912.83	86608	01/22/2015	Verizon Wireless	\$320.14
86532	01/22/2015	Center for Disease Detection, LLC	\$6.00	86609	01/22/2015	Verizon Wireless	\$151.42
86533	01/22/2015	Center Point Large Print	\$346.32	86610	01/22/2015	Verizon Wireless	\$311.46
86534	01/22/2015	CenturyLink	\$100.68	86611	01/22/2015	Waxie Sanitary Supply	\$120.33
86535	01/22/2015	CenturyLink	\$70.34	86612	01/22/2015	Westlawn Chapel & Mortuary	\$150.00
86536	01/22/2015	CenturyLink	\$268.40	86613	01/22/2015	Whitman, Donna	\$120.00
86537	01/22/2015	CenturyLink	\$845.29	86614	01/22/2015	Wick Communications	\$670.77
86538	01/22/2015	Champ Software Inc	\$15,000.00	86615	01/22/2015	Alvarado, Iris	\$680.68
86539	01/22/2015	Child & Family Resources, Inc.	\$5,469.87	86616	01/22/2015	Powers, Terri B	\$84.00
86540	01/22/2015	Cochise Auto Parts, Inc.	\$1,197.67	86617	01/22/2015	Searle, Richard	\$974.40
86541	01/22/2015	Cochise Private Industry Council, Inc.	\$16,719.00	86618	01/22/2015	Sierra Vista Unified School District #68	\$10.00
86542	01/22/2015	Dell Marketing LP	\$2,242.89	86619	01/22/2015	Simmons, Bradley	\$270.56
86543	01/22/2015	Deneke, Buffy	\$11.20	86620	01/22/2015	Anderson, Steve	\$20.00
86544	01/22/2015	Diamond Drugs Inc.	\$6,621.80	86621	01/22/2015	Enriquez, Karen	\$27.84
86545	01/22/2015	Empire Southwest LLC	\$9,397.55	86622	01/22/2015	Furnier, Katja	\$149.30
86546	01/22/2015	FasPsych, LLC	\$2,925.00				

86623	01/22/2015	Hagle, Suzanne	\$34.00	86701	01/29/2015	John William Lovell, PC	\$2,155.00
86624	01/22/2015	Haws, Ginger	\$81.00	86702	01/29/2015	Judicial Dialog Systems	\$6,292.85
86625	01/22/2015	Holley, Rebecca	\$27.00	86703	01/29/2015	Keefe Supply Company	\$1,082.28
86626	01/22/2015	Holliday, Deborah	\$206.92	86704	01/29/2015	Lamoree, Candace Jean	\$125.00
86627	01/22/2015	Rey, Olivia	\$350.12	86705	01/29/2015	Language Connection LLC	\$592.00
86628	01/22/2015	Silverberg, Eric J.	\$56.36	86706	01/29/2015	Law Offices of Joseph Mendoza PLLC	\$635.00
86629	01/28/2015	Cochise Private Industry Council, Inc.	\$43,383.00	86707	01/29/2015	Law Offices of Ruben Teran S.	\$14,942.60
86630	01/28/2015	NIGP Copper Chapter	\$120.00	86708	01/29/2015	Levitt, Harriette P.	\$1,228.80
86631	01/28/2015	Safeguard Business Systems, Inc.	\$217.49	86709	01/29/2015	Lindstrom, Jason A.	\$475.00
86632	01/28/2015	Thomson West	\$1,901.38	86710	01/29/2015	Lowell A. Jensen, PLC	\$400.00
86633	01/28/2015	Wells, Doris	\$140.00	86711	01/29/2015	Madrid, Isabel	\$225.00
86634	01/28/2015	Cochise County Finance Revolving Fund	\$43.00	86712	01/29/2015	McGowan, Mark J.	\$11,950.00
86635	01/28/2015	Cochise County JP#3 - Petty Cash	\$65.25	86713	01/29/2015	McNeil's Custom Engraving	\$57.23
86636	01/28/2015	Housing Authority of Cochise County	\$26,268.31	86714	01/29/2015	Merle's Automotive Supply, Inc.	\$431.72
86637	01/28/2015	Aqua Life	\$16.50	86715	01/29/2015	Mundt, Lester E.	\$15.08
86638	01/28/2015	Arizona Public Service (APS)	\$3,392.69	86716	01/29/2015	Natale, Gail Gianasi	\$65.00
86639	01/28/2015	Arizona Public Service (APS)	\$1,864.52	86717	01/29/2015	Nina L. Caples, P.C.	\$1,690.48
86640	01/28/2015	CenturyLink	\$2,383.58	86718	01/29/2015	Office Smart	\$88.31
86641	01/28/2015	CenturyLink	\$131.20	86719	01/29/2015	Prisoner Trans Services America LLC (PTS)	\$2,032.80
86642	01/28/2015	Pueblo del Sol Water Company	\$65.95	86720	01/29/2015	Prudential Overall Supply	\$127.06
86643	01/28/2015	Southwest Gas Corporation	\$477.62	86721	01/29/2015	Recorded Books, LLC	\$494.86
86644	01/28/2015	Sulphur Springs Valley Electric Coop, Inc.	\$3,352.34	86722	01/29/2015	Recorded Books, LLC	\$6,000.00
86645	01/28/2015	Sulphur Springs Valley Electric Coop, Inc.	\$516.13	86723	01/29/2015	Reed, Cynthia - Court Reporter	\$96.00
86646	01/28/2015	Sulphur Springs Valley Electric Coop, Inc.	\$808.08	86724	01/29/2015	Reed, Cynthia - Court Reporter	\$600.00
86647	01/28/2015	Valley Telephone Cooperative, Inc.	\$1,182.07	86725	01/29/2015	Reed, Cynthia - Court Reporter	\$91.00
86648	01/28/2015	AOC Corrections Officer Retire	\$18,388.54	86726	01/29/2015	Robert J. Zohlmann, Esq.	\$3,080.00
86649	01/28/2015	Correction Officers	\$17,353.24	86727	01/29/2015	Robertson, Bonita Shirley	\$1,200.00
86650	01/28/2015	Public Safety Retirement Syst	\$82,190.59	86728	01/29/2015	Rothrock Investigations	\$112.15
86651	01/28/2015	Public Safety Retirement Syst	\$17,150.43	86729	01/29/2015	Rothrock Investigations	\$73.43
86652	01/29/2015	Alco Discount Store	\$82.82	86730	01/29/2015	Safelite Autoglass Corp.	\$180.54
86653	01/29/2015	Alternative Counseling Service, Inc	\$210.00	86731	01/29/2015	Schlesinger, Aaron	\$257.00
86654	01/29/2015	Amazon.com LLC	\$2,197.93	86732	01/29/2015	Senergy Petroleum LLC	\$13,531.47
86655	01/29/2015	Andrew, Kathryn	\$73.50	86733	01/29/2015	SHI International Corp.	\$352.25
86656	01/29/2015	Arizona Department of Corrections - Douglas	\$88.00	86734	01/29/2015	SHI International Corp.	\$704.50
86657	01/29/2015	Arizona Homicide Investigators Assoc, Inc.	\$120.00	86735	01/29/2015	Shums Coda Associates, Inc.	\$23,687.21
86658	01/29/2015	Arizona Lodging & Tourism Association	\$350.00	86736	01/29/2015	Southeastern AZ Contractors Assoc (SACA)	\$45.00
86659	01/29/2015	Arizona Secretary of State	\$43.00	86737	01/29/2015	Southern AZ Children's Advocacy Ctr-SACAC	\$450.00
86660	01/29/2015	Arizona State Land Department	\$682.27	86738	01/29/2015	Southwest Gas Corporation	\$98.94
86661	01/29/2015	Arizona State Prison Complex - Fort Grant	\$427.20	86739	01/29/2015	Sparkletts	\$38.58
86662	01/29/2015	Arizona State Prison Complex - Fort Grant	\$2,022.00	86740	01/29/2015	Sparkletts	\$47.34
86663	01/29/2015	Arizona State Prison Complex - Fort Grant	\$146.25	86741	01/29/2015	Staples	\$221.90
86664	01/29/2015	Audio Editions	\$347.88	86742	01/29/2015	Stericycle Inc.	\$205.53
86665	01/29/2015	Baker & Taylor, Inc.	\$237.25	86743	01/29/2015	Stericycle Inc.	\$486.09
86666	01/29/2015	Banas, Pamela	\$70.50	86744	01/29/2015	Sulphur Springs Valley Electric Coop, Inc.	\$29.45
86667	01/29/2015	Banning Creek Enterprises, LLC	\$3,696.00	86745	01/29/2015	Sulphur Springs Valley Electric Coop, Inc.	\$50.11
86668	01/29/2015	Bisbee Grand Hotel	\$297.60	86746	01/29/2015	The Law Office of Castro & Le, PLLC	\$7,046.50
86669	01/29/2015	Bob Barker Company, Inc.	\$504.09	86747	01/29/2015	Thomson West	\$103.78
86670	01/29/2015	Bourke, Nancy	\$4,989.88	86748	01/29/2015	Thomson West	\$412.96
86671	01/29/2015	C-A-L Ranch Store	\$100.00	86749	01/29/2015	Thomson West	\$292.95
86672	01/29/2015	Carbajal, Belen R.	\$80.00	86750	01/29/2015	Thomson West	\$5,907.78
86673	01/29/2015	Catholic Community Services Southern AZ, Inc.	\$460.00	86751	01/29/2015	Thomson West	\$276.47
86674	01/29/2015	CenturyLink	\$67.12	86752	01/29/2015	Thorn Law Office	\$2,888.00
86675	01/29/2015	CenturyLink	\$251.97	86753	01/29/2015	Troxell Communications Inc	\$13,001.22
86676	01/29/2015	CenturyLink	\$65.42	86754	01/29/2015	U.S. Healthworks Medical Group of AZ, PC	\$169.00
86677	01/29/2015	CenturyLink	\$32.65	86755	01/29/2015	UniFirst Corporation	\$2,143.11
86678	01/29/2015	CenturyLink	\$593.78	86756	01/29/2015	University Physicians Healthcare, Inc.	\$2,125.00
86679	01/29/2015	CenturyLink	\$69.08	86757	01/29/2015	Valentin, Paul	\$100.00
86680	01/29/2015	Cochise County Justice Court #2	\$42.01	86758	01/29/2015	Valley Telephone Cooperative, Inc.	\$135.53
86681	01/29/2015	Copper Queen Community Hospital	\$490.00	86759	01/29/2015	VCA Apache Animal Hospital	\$218.50
86682	01/29/2015	Crafco, Inc.	\$4,464.60	86760	01/29/2015	Watch Guard	\$234.00
86683	01/29/2015	Crowell, Patricia	\$30.74	86761	01/29/2015	Watson Chevrolet	\$329.44
86684	01/29/2015	Dahl, Lincoln	\$80.00	86762	01/29/2015	Waxie Sanitary Supply	\$1,725.71
86685	01/29/2015	DeConcini McDonald Yetwin & Lacy, P.C.	\$2,458.09	86763	01/29/2015	Wick Communications	\$31.25
86686	01/29/2015	Dell Marketing LP	\$11,106.41	86764	01/29/2015	Wick Communications	\$6.88
86687	01/29/2015	DiRoberto, Joseph	\$11,421.12	86765	01/29/2015	Wick Communications	\$37.36
86688	01/29/2015	Douglas, City of	\$1,000.00	86766	01/29/2015	Willcox Auto Parts Inc.	\$853.66
86689	01/29/2015	E-Z Messenger	\$167.80	86767	01/29/2015	Willcox Auto Parts Inc.	\$1,758.39
86690	01/29/2015	Election Systems & Software	\$4,125.00	86768	01/29/2015	WR Ryan Company	\$3,224.60
86691	01/29/2015	Emily Danies Attorney at Law LLC	\$700.00	86769	01/29/2015	Banas, Pamela	\$3.50
86692	01/29/2015	Federal Express Corporation	\$30.41	86770	01/29/2015	BookPal, LLC	\$45,423.62
86693	01/29/2015	Fleet Management Special Services Section	\$26.60	86771	01/29/2015	CenturyLink	\$33.56
86694	01/29/2015	Flores, Juan P	\$1,800.00	86772	01/29/2015	Cochise County Juvenile Court Services	\$93.25
86695	01/29/2015	Gale Group	\$49.48	86773	01/29/2015	Donovan, Dennis Lynn	\$20.05
86696	01/29/2015	Griffith, David B. Esq.	\$13,570.00	86774	01/29/2015	Lutgring, Judy A.	\$44.00
86697	01/29/2015	H&A Media Group	\$784.91	86775	01/29/2015	Macak, Anne	\$45.14
86698	01/29/2015	Hancock, Charles	\$84.10	86776	01/29/2015	Nyander, Penny Sue	\$34.50
86699	01/29/2015	Hughes, Wendell M.	\$8,597.50	86777	01/29/2015	Robertson, Bonita Shirley	\$47.60
86700	01/29/2015	Interstate Battery	\$101.56	86778	01/29/2015	Schlesinger, Aaron	\$31.50

86779	01/29/2015	Sharp, Mandy Dawn	\$420.15
86780	01/29/2015	Sierra Vista Magistrate Court	\$25.00
86781	01/29/2015	Sierra Vista Regional Health Center	\$26.80
86782	01/29/2015	Simmons, Bradley	\$100.00
86783	01/29/2015	Topgun Reconstruction	\$2,962.50
86784	01/29/2015	Torres, Jose V	\$245.00
86785	01/29/2015	Troup, Benna	\$44.05
86786	01/29/2015	Yoder, Katie L.	\$300.44
86787	01/29/2015	Brauchla, Gary	\$68.18
86788	01/29/2015	Brownson, Heather	\$24.00
86789	01/29/2015	Edie, Patricia	\$40.66
86790	01/29/2015	Greene, Patrick K.	\$35.38
86791	01/29/2015	Johnstun, Doyle B.	\$297.98
86792	01/29/2015	Lakosil, William	\$168.20
86793	01/29/2015	Martzke, James F.	\$72.16
86794	01/29/2015	McLane, Jody A	\$56.56
86795	01/29/2015	Miller, Carmen	\$54.64
86796	01/29/2015	Mortensen, Erica	\$24.00
86797	01/29/2015	Olivares, Isela	\$42.00
86798	01/29/2015	Thoutt, Eric	\$34.00
86799	01/29/2015	Williams, Kenni	\$98.00
86800	02/02/2015	Ortega, Michael J.	\$1,652.42
86801	02/03/2015	American First Financial, LLC	\$77.07
86802	02/03/2015	Burse & Associates, P.C.	\$493.75
86803	02/03/2015	Cochise County/Sheakley/National Bank	\$9,859.38
86804	02/03/2015	Correction Officers	\$341.72
86805	02/03/2015	DCS	\$485.03
86806	02/03/2015	General Revenue Corporation	\$139.25
86807	02/03/2015	GMAC, c/o Jennifer A. Christie	\$20.72
86808	02/03/2015	Gurstel Chargo PA	\$311.45
86809	02/03/2015	NYS Child Support Processing Center	\$32.00
86810	02/03/2015	Pennsylvania SCDU	\$215.00
86811	02/03/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,593.48
86812	02/03/2015	Public Safety Retirement Syst	\$325.17
86813	02/03/2015	Public Safety Retirement Syst	\$1,231.94
86814	02/03/2015	Support Payment Clearinghouse	\$6,882.88
86815	02/03/2015	U.S. Department of Education	\$160.79
86816	02/03/2015	United Way	\$45.00
86817	02/03/2015	US Department of Treasury	\$152.12

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, February 10, 2015**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, February 10, 2015 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Patrick G. Call, Chairman; Ann English, Vice-Chairman; Richard R. Searle, Member
Staff Michael J. Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator;
Present: Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman Call called the meeting to order at 10:05 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

PRESENTATION

Recognize Suzie East for her recent award as a Champion for Change in the Women, Infant, and Child (WIC) program by the Arizona Department of Health Services Bureau of Nutrition and Physical Activity.

Chairman Call noted that Ms. East was not present. The Board congratulated Ms. East and the Health & Social Services Department for their outstanding achievement.

CONSENT

Board of Supervisors

1. Approve demands and budget amendments for operating transfers.

Warrants Nos.86629-86647, 86652-86799, 86800, 86818-86987 were issued in the amount of \$4,291,188.10.

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.

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

2. Ratify a letter to Congresswoman Martha McSally regarding the addition of the "Mexican Gray Wolf" with the "Gray Wolf's" removal from the Endangered Species List.
3. Adopt Resolution 15-04 amending the membership requirements for the Cochise Combined Trust (CCT).

Community Development

4. Adopt Zoning Ordinance 15-01 approving Docket Z-14-08, amending the zoning district designation for parcels 106-06-014D & 106-06-023D to MR-2 from GB, pursuant to the request of Mr. James Adams.

Emergency Services

5. Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared.

Finance

6. Approve demands and budget amendments for operating transfers.

Warrants Nos. 86629-86647, 86652-86799, 86800, 86818-86987 were issued in the amount of \$4,291,188.10.

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.

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

Fleet Services Management

7. Approve the sale of one used fleet boot tractor/truck #2574 declared surplus by the Procurement Department Property Manager to the City of Tombstone for the amount of \$5,500.

Vice-Chairman English moved to approve items 1-7 on the Consent Agenda. Supervisor Searle seconded the motion and it carried unanimously.

ACTION

Board of Supervisors

8. Approve the sale of parcel 123-22-143 to the City of Benson, as requested by their council per ARS 42-18303.E for transportation and access purposes.

Mr. Michael J. Ortega, County Administrator, presented this item. Mr. Ortega said that the City of Benson had approached the County about purchasing the parcel. He noted that the reason for the request was because the parcel served as a right of way for several private properties and allowing the City to purchase the parcels would ensure the residents could access their properties without any issues.

Supervisor Searle moved to approve the sale of parcel 123-22-143 to the City of Benson, as requested by their council per ARS 42-18303.E for transportation and access purposes. Vice-Chairman English seconded the motion.

Chairman Call called for vote and it was approved 3-0.

STATE & FEDERAL LEGISLATION

9. 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.

Vice-Chairman English said that there were several bills in the beginning stages and she would keep the Board informed on the progress of bills that impacted the County.

Mr. Ortega stated that the State's budget was a major concern due to proposals from the Governor's Office that would affect County funds.

Vice-Chairman English noted that the Governor had proposed a bill that added an \$8 surcharge to the Highway User Revenue Fund (HURF), but legislative support was very low.

Mr. Hanson said that another bill related to HURF stated that if a County wanted to move a street, the County would have to pay for the costs of moving the utilities, which are currently paid by the utility companies. He added that staff had submitted comments to the County Supervisors Association (CSA).

Chairman Call stated that many counties and cities are concerned with the State's budget proposal as it impacts their ability to keep providing services without proper funding.

CALL TO THE PUBLIC

Chairman Call opened the call to the public.

Ms. Lisa Wakatani, Sierra Vista resident, addressed the Board regarding the County's probation period policy.

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

No one else chose to speak and Chairman Call 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.

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

Mr. Ortega said that a budget work session was scheduled for February 24th for the 2015-2016 fiscal year. He added that the assessed values for property taxes would be determined soon and staff was looking into in different ways of paying for the Public Safety Retirement System (PSRS). He stated that he would be attending a County Managers Meeting on Friday to discuss the State's budget with other managers across the state. He also discussed staff researching different systems for the Elections Department.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Chairman Call said that he would be attending a University of Arizona Cooperative Extension presentation on local water issues, the Hereford Natural Resources Conservation District Meeting, and the Southeastern Arizona Contractors Association meeting.

Report by District 2 Supervisor, Ann English

Vice-Chairman English deferred her report.

Report by District 3 Supervisor, Richard Searle

Supervisor Searle said he attended the public hearing for the Whetstone/PBW Fire District Consolidation and that both districts approved the consolidation unanimously. He noted that he would be attending an Arizona Department of Water Resources meeting in Willcox to discuss several requests for Irrigation Non-Expansion Area designations.

8.

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

APPROVED:

Patrick G. Call, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Ratify Letter to Griffin, Stevens, Gowan about Governor Budget Proposals

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 Senator Gail Griffin, Representative David Gowan, and Representative David Stevens regarding the Governor's budget recommendations and their impact to Cochise County.

Background:

See attached Letter.

Department's Next Steps (if approved):

n/a, letter was sent on 2/19/15.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letters



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

MICHAEL J. ORTEGA
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

JAMES E. VLAHOVICH
Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

February 18, 2015

Senator Gail Griffin
1700 W. Washington
Room 302
Phoenix, AZ 85007

Re: Governor's Budget Recommendations

Dear Senator Griffin:

Thank you for your continued support of Cochise County taxpayers. We are writing to you to express our concerns about the continuing and proposed cost shifts included in the Governor's budget recommendations. As we have mentioned to you in the past, since 2009, state action has impacted Cochise County nearly \$8M. Proposals you will be considering this session seek to impact us an additional \$1.1M. These ongoing fiscal impacts come on top of decreasing assessed values and decreases in corresponding property tax collections of over \$3.4M in the past four years. We urge you to vote against any additional State cost shifts and particularly the following:

- **Shifting 25% of the cost of the Arizona Department of Juvenile Corrections (ADJC) to the counties.** The board of supervisors has no role in determining which youths are sent to ADJC. The guidelines for referring a youth to ADJC are controlled by the Courts. With this proposal, our taxpayers will be forced to foot the bill, estimated to be \$967,742 for Cochise County, for a program over which we have no control.
- **Shifting 17.5% of the cost of the Arizona Department of Revenue (ADOR) to counties and municipalities.** Requiring localities to contribute to the funding of a state agency without any type of managerial oversight is a bad precedent to set. This shift will cost Cochise County taxpayers \$158,839. While the proponents of this shift will insist that additional collections staff will counterbalance this shift, there is no evidence of how these increased collections will map across that state, nor do we know how it will impact the distribution formula particularly for rural counties like Cochise.

In closing, we urge you to evaluate the above proposals and the long-term impacts they will have on county finances, and work towards reducing any potential cost shifts and limiting the impact to counties. Thank you for your leadership during these difficult budget times and during this legislative session. Please do not hesitate to contact us if you would like to discuss any of these issues in more detail.

Sincerely,

Pat Call

Ann English

Richard Searle



Cochise County Board of Supervisors

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PATRICK G. CALL
Chairman
District 1

MICHAEL J. ORTEGA
County Administrator

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Vice-Chairman
District 2

JAMES E. VLAHOVICH
Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

February 18, 2015

Speaker David Gowan
House of Representatives
1700 W. Washington
Room 117
Phoenix, AZ 85007

Re: Governor's Budget Recommendations

Dear Speaker Gowan:

Thank you for your continued support of Cochise County taxpayers. We are writing to you to express our concerns about the continuing and proposed cost shifts included in the Governor's budget recommendations. As we have mentioned to you in the past, since 2009, state action has impacted Cochise County nearly \$8M. Proposals you will be considering this session seek to impact us an additional \$1.1M. These ongoing fiscal impacts come on top of decreasing assessed values and decreases in corresponding property tax collections of over \$3.4M in the past four years. We urge you to vote against any additional State cost shifts and particularly the following:

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Sincerely,

Pat Call

Ann English

Richard Searle



Cochise County Board of Supervisors

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Vice-Chairman
District 2

JAMES E. VLAHOVICH
Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

February 18, 2015

Representative David Stevens
House of Representatives
1700 W. Washington
Room 116
Phoenix, AZ 85007

Re: Governor's Budget Recommendations

Dear Representative Stevens:

Thank you for your continued support of Cochise County taxpayers. We are writing to you to express our concerns about the continuing and proposed cost shifts included in the Governor's budget recommendations. As we have mentioned to you in the past, since 2009, state action has impacted Cochise County nearly \$8M. Proposals you will be considering this session seek to impact us an additional \$1.1M. These ongoing fiscal impacts come on top of decreasing assessed values and decreases in corresponding property tax collections of over \$3.4M in the past four years. We urge you to vote against any additional State cost shifts and particularly the following:

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In closing, we urge you to evaluate the above proposals and the long-term impacts they will have on county finances, and work towards reducing any potential cost shifts and limiting the impact to counties. Thank you for your leadership during these difficult budget times and during this legislative session. Please do not hesitate to contact us if you would like to discuss any of these issues in more detail.

Sincerely,

Pat Call

Ann English

Richard Searle

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015
Approve Proposed Settlement of a Tax Appeal

Submitted By: Annette Weems, County Attorney
Department: County Attorney

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

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

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

Docket Number (If applicable):
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Sierra Pines RAF, LLC v. Cochise County, TX2014-000467 (Assessor parcel No. 107-51-002), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in the assessed value of \$1,661,571 for Tax Year 2015. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the full cash value for Tax Year 2015 should be lowered. The Assessor recommended a settlement offer that lowers the full cash value to \$850,500 for Tax Year 2015. The taxpayer has accepted the settlement offer. Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court could rule in the taxpayer's favor by reducing the assessed value of the subject property. The County could also be ordered to pay the taxpayer's fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

IGA with Benson Unified School District

Submitted By: Kimberly Madden, County Schools

Department: County Schools

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

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

NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S 11-952

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between Cochise County School Superintendent's Office and Benson Unified School District (BUSD) for the services of Mr. Mike Wilson and/or the BUSD Information Technologies staff for the period of February 24, 2015 through June 30, 2015.

Background:

In order to provide services to fulfill the RUS Grant, we need to contract a Technology Coordinator who will oversee the purchasing and installing of ITV equipment in the participating schools.

Department's Next Steps (if approved):

To work with this technology coordinator in supplying the schools with ITV equipment and filing the RUS Grant paperwork.

Impact of NOT Approving/Alternatives:

Unable to meet grant requirements.

To BOS Staff: Document Disposition/Follow-Up:

If approved, BOS chairperson must sign document.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: 20,000

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: 279

Fund Transfers

Attachments

Benson IGA

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE COCHISE COUNTY SCHOOL SUPERINTENDENT'S OFFICE AND
THE BENSON UNIFIED SCHOOL DISTRICT**

1. This Agreement is entered into, pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 *et seq.* between the Cochise County School Superintendent's Office (CCSSO), through the Cochise County Board of Supervisors, and the Benson Unified School District (BUSD or District).

2. The CCSSO and the BUSD agree to the following terms:

- a. The CCSSO is authorized to enter into this Agreement under A.R.S. § 15-203(B) (1) and the BUSD is authorized to enter into this Agreement by virtue of A.R.S. § 15-342.13.
- b. This Agreement shall remain in effect through June 30th, 2015 unless terminated, canceled or extended as otherwise provided herein.
- c. This Agreement shall not bind nor purport to bind the CCSSO and the BUSD for any contractual commitment in excess of the original Agreement term. The Parties may mutually agree to renew the Agreement in one-year increments.

3. **Purpose of Agreement.** The purpose of this Agreement is to make available the services of Mike Wilson and/or the BUSD IT staff, to the CCSSO for one year, as Technology Coordinator for the Cochise County Education and Technology Consortium.

4. **Definitions.** Technology Coordinator refers to Mike Wilson and/or the BUSD IT staff who, while under a contract of employment with the CCSSO, fulfills contractual duties as the Technology Coordinator as specified for school year 2014 – 2015, and any subsequent, applicable school year in the event this Agreement is renewed or extended, as provided herein.

5. **CCSSO and BUSD Responsibilities.**

- a. The CCSSO agrees to pay \$2,000 for each school district that has equipment purchased and installed by the Technology Coordinator during the period January 1st, 2015 through June 30th, 2015. Completion shall be determined by a written notice from the school district that verifies that the equipment is operable and they can access content. Payment shall be made by the CCSSO to the BUSD within 15 days after the school district's notification to CCSSO.
- b. The Technology Coordinator shall be paid by the BUSD. The BUSD shall provide Mike Wilson and/or the BUSD IT staff with all monetary and negotiated fringe benefits normally provided. The CCSSO shall not directly pay employee-related benefits, including such coverage as worker's compensation; instead, the BUSD shall be considered the employer of record for such purposes.

- c. The BUSD shall provide the Technology Coordinator with office space, equipment, supplies, and transportation at the BUSD site.
 - d. The Parties agree that Mike Wilson and/or the BUSD IT staff members who are providing services on any school district campus shall have valid fingerprint clearance for the full time that such services are being provided.
6. **CCSSO Responsibilities.** The CCSSO will reimburse the BUSD for requisite contract duties provided over the term of this Agreement and as specified in Section 5.a.
7. **BUSD Responsibilities:** The Technology Coordinator will oversee the purchasing and installing of ITv equipment for the schools participating in the Cochise County RUS Grant. The BUSD will submit a \$2,000 invoice to the CCSSO for each district completed.
8. **Agreement Modification.** This Agreement may only be modified in writing and must be signed by both Parties and/or their duly authorized agents.
9. **Arbitration.** 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.
10. **Assignment and Delegation.** No right or interest in this Agreement shall be assigned without the written permission of the other Party (and no delegation of any obligation owed, or of the performance of any obligation) without written agreement between the CCSSO and the BUSD.
11. **Breach.** Failure by the CCSSO and/or the BUSD to provide the services/material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach by the CCSSO and/or the BUSD of this Agreement. Upon breach, either Party may, at its option, cancel this Agreement after written notice to the other Party. A determination to cancel this Agreement does not waive any other remedy, which either Party may have pursuant to state or federal law.
12. **Confidentiality.** The CCSSO and the BUSD are required to comply with the federal Family Educational and Privacy Rights Act of 1974 as well as A.R.S. § 15-141(A).
13. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.
14. **Savings Clause.** The Parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.
- 15.

16. **Non-Discrimination.** The Parties to this agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex (including sexual preference/identification), color, religion, national origin, ethnicity, age, handicap (including genetic information) or veteran status.

17. **Notices.** All written communications shall be addressed and mailed or personally served upon the Parties, as follows:

To
Benson Unified School District
360 South Patagonia Street
Benson, AZ 85602
(520)720-6700

To
Cochise County School Superintendent's
Office
P.O. Drawer 208
Bisbee, AZ 85603
(520) 432-8950

Technical Contact:
Dr. Micah Mortensen, Superintendent

Technical Contact:
Trudy Berry, County School Superintendent

18. **Reporting and Records.** The Parties shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of three (3) years after the completion of the Agreement and to make such documents open to inspection and audit at reasonable times.

19. **Employee Worker Eligibility.** By entering into the Agreement, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations.

20. **Cancellation for Conflict of Interest.** This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

21. **Authority to Contract.** The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered as original, and all of which taken together shall be considered one and the same instrument.

23. **Disposition of Property.** Property acquired under this Agreement shall remain the property of CCSSO, however, it shall remain at the school district in which it is installed so long as it is being used by that school district for the purpose for which it was purchased and installed

pursuant to this Agreement. Should that school district determine the property to be excess, outdated or surplus, CCSSO shall have the right to reclaim the property from the school district.

24. **Termination.** Except as otherwise provided, this Agreement may be terminated by either Party, by providing thirty (30) days written notice.

APPROVED:

APPROVED:

COCHISE COUNTY

BENSON UNIFIED SCHOOL DISTRICT

By: _____
Patrick Call, Chairperson

By: _____
Dr. Micah Mortensen, Superintendent

Date: _____

Date: _____

ATTEST:

By: _____
Arlethe Rios, Clerk
Cochise County Board of Supervisors

Date: _____

COCHISE COUNTY SCHOOL SUPERINTENDENT

By: _____
Trudy Berry, Superintendent

Date: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: IGA between the Cochise County School Superintendent and the Benson Unified School District for Reimbursement for the RUS Grant Technology Coordinator

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney for Benson Unified School District who has determined that it is in appropriate form and is within the powers and authority granted to the District.

APPROVED AS TO FORM this ____ day of _____, 2015.

By: _____
Candyce B. Pardee, Esq.
Benson Unified School District Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to Cochise County and the County School Superintendent.

APPROVED AS TO FORM this ____ day of _____, 2015.

By: _____
Britt Hanson, Chief Civil Deputy
Cochise County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Sheriff's Assist Team Donation

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: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the acceptance of a donation to the Sheriff's Office of \$90,341 from the Howard G. Buffett Foundation to purchase two 2015 Chevrolet 4x4 LE Tahoes and one Dell Laptop 5000 for the Sheriff's Assist Team missions.

Background:

The Sheriff's Assist Team provides support to the Cochise County Sheriff's Office and Cochise County in the form of non law enforcement activities. These range from traffic control at scenes to participating in community activities. They also patrol the various areas of the county and provide such services as vacation house checks and run the Neighborhood Watch Program. Last year, the Sheriff's Assist Team provided volunteer the equivalent of five full time employees working 40 hours a week, taking no vacation. The monetary value of their service is well into the \$400,000 range. They had been getting hand-me-down vehicles. In the past several years, the Howard Buffett Foundation has provided funding to buy them new vehicles, saving the county the expense of buying these vehicles. The computer will be used for presentations throughout the county such as the Neighborhood Watch meetings.

Department's Next Steps (if approved):

If approved, new vehicles and the computer can be ordered. The vehicles will replace older vehicles already in the fleet, creating no new expenses.

Impact of NOT Approving/Alternatives:

The Sheriff's Assist Team will be required to use older vehicles, more expensive to repair and run.

To BOS Staff: Document Disposition/Follow-Up:

Please approve acceptance of these funds to buy the SAT new equipment.

Attachments

Donation for Sheriff's Assist Team

THE HOWARD G. BUFFETT FOUNDATION

February 12, 2015

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N. Judd Dr.
Bisbee, AZ 85603

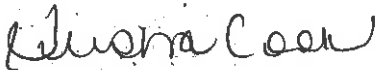
Dear Sheriff Dannels:

Enclosed is a check in the amount of \$90,341 from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office. This donation is restricted for the purchase of two (2) 2015 Chevrolet 4x4 LE Tahoe vehicles and one (1) Dell Laptop 5000.

Upon receipt of the funds, we require that you complete and return the enclosed Acknowledgement of Charitable Contribution form within five (5) business days.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook
Vice President of Operations and Treasurer

Enclosures

THE HOWARD G. BUFFETT FOUNDATION

ACKNOWLEDGEMENT OF CHARITABLE CONTRIBUTION

As a representative of my organization, I hereby acknowledge receipt of the charitable contribution made by the Howard G. Buffett Foundation. I certify that these funds represent a gift to our organization and that no benefit was provided to the Foundation or any person associated with the Foundation in return for this contribution.

Please print or type information, sign and promptly return by fax, mail or scanned email attachment to:

The Howard G. Buffett Foundation
ATTN: Vice President of Operations
145 N. Merchant St.
Decatur, IL 62523
Fax: (217) 423-9287
tac@hgbfoundation.org

ORGANIZATION NAME: _____

PROJECT TITLE: _____

ESTIMATED TIMELINE OF PROJECT: _____

AMOUNT OF CASH CONTRIBUTION: _____

NAME OF REPRESENTATIVE: _____

TITLE OF REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

7131

THE HOWARD G. BUFFETT FOUNDATION
145 N. MERCHANT STREET
DECATUR, IL 62523

BUSEYBANK
70-256-711

2/12/2015

PAY TO THE ORDER OF
Cochise County Sheriff's Office

\$ **90,341.00

DOLLARS

Ninety Thousand Three Hundred Forty-One and 00/100*****

Cochise County Sheriff's Office
205 N. Judd St.
Bisbee, AZ 85603

Judith Coon
AUTHORIZED SIGNATURE

MEMO
(2) Tahoe Vehicles & Dell Laptop

⑈007131⑈ ⑆07102588⑆ 34665901⑈

THE HOWARD G. BUFFETT FOUNDATION

Cochise County Sheriff's Office

7131

2/12/2015

(2) Tahoe Vehicles & Dell Laptop

90,341.00

Busey Bank

(2) Tahoe Vehicles & Dell Laptop

90,341.00

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Homeland Security Grant Program: CERT Funding

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Norm Sturm

TITLE of PRESENTER: ES Coordinator

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 State Homeland Security Grant 14 AZDOHS-HSGP-140400-01 to fund miscellaneous supplies, equipment and training for Citizen Corp volunteer groups in Cochise County in the amount of \$4,800.

Background:

The annual State Homeland Security Grant Program (SHSGP) funds public safety programs throughout Arizona. This is a Federal grant administered through Arizona Department of Homeland Security (AZDOHS). This grant project was approved and awarded by AZDOHS to Cochise County OES for the time period of October 1, 2014 - September 30, 2015.

Department's Next Steps (if approved):

If approved the \$4800 in grant funds will be used by OES to promote training and purchase needed supplies for Citizen Corp groups in the County.

Impact of NOT Approving/Alternatives:

If not approved there would be little to no funding to support local Citizen Corp group preparedness activities.

Alternative: Return the grant funds to AZDOHS.

To BOS Staff: Document Disposition/Follow-Up:

Please send a copy of the signed approval form to OES for our grant files.

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 Approval Form

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Emergency Services

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Fit Tester Grant Approval

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME Norm Sturm

TITLE ES Coordinator

of PRESENTER:

of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

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Information

Agenda Item Text:

Approve State Homeland Security Grant 14 AZDOHS-HSGP-140400-02 to fund the purchase of a Respirator Fit Tester for use by public safety agencies throughout Cochise County in the amount of \$12,600.

Background:

Occupational Safety and Health Standards 29 CFR 1910.134, requires annual testing of the proper fit of respiratory face masks used by first responders and public safety personnel. To meet these standards the agency must either hire a contractor to test employees (typically around \$100/employee) or do the testing in-house using approved testing equipment (\$8K to 10K to purchase). Both options are prohibitively expensive for the many volunteer and small full-time first response agencies. This grant will fund the purchase of a quantitative fit tester to be available for loan to public safety agencies throughout the County. Training to agency personnel will be provided by the manufacturer help facilitate quality and affordable annual fit testing.

Department's Next Steps (if approved):

If approved, County Procurement will seek quotes to purchase a quantitative tester that meets our specifications. Once purchased, training will be provided to representatives of public safety agencies throughout the county to do testing for local responders. An agency checkout procedure and policy will be placed into effect.

Impact of NOT Approving/Alternatives:

By not approving this grant project, many first responders will simply not meet the OSHA testing standards due to prohibitive costs. This can be a safety and compliance issue.

Alternative: return the grant funds.

To BOS Staff: Document Disposition/Follow-Up:

Please provide a signed copy of the grant approval to OES for our grant files.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Approval Form

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Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Ratify Change Order #1 for FAA Grant for BDI Airport to acquire a pavement sweeper

Submitted By: Lisa Marra, Board of Supervisors

Department: Board of Supervisors

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 0

Submitted for Signature:

**NAME
of PRESENTER:**

**TITLE
of PRESENTER:**

Mandated Function?:

**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:

Ratify Grant Agreement Change Order #1 for the Airport Improvement Plan Grant Offer #3-04-0013-009-2014 from the Federal Aviation Administration (FAA) in the amount of \$4,869.63 with a local match share of \$217.67 for the acquisition of a pavement sweeper for the Bisbee-Douglas International Airport.

Background:

The County accepted the original grant on 9/9/14 in the amount of \$86,206. Due to sales tax not being included in the original quote from the supplier, the grant agreement was short funding. As sales tax is an allowable expense under the grant, FAA has amended the original award and the supplier has been paid in full. This change order increases the total grant funding from the FAA to the amount of \$90,225. The sweeper has been delivered to the airport and the grant is now closed.

Department's Next Steps (if approved):

None

Impact of NOT Approving/Alternatives:

Federal funding would be lost and the County would be responsible for paying the full amount of the sales tax on the equipment.

To BOS Staff: Document Disposition/Follow-Up:

None – a copy of the executed change order has been provided to the Clerk of the Board

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: 2014/15

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

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

County Match Required? (\$\$\$): 217.67

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

Source of Funding?: Sales Tax

Fiscal Impact & Funding Sources (if known):

This is approved in the budget and the budget line has been amended to pay the supplier

Attachments

FAA Approved Change Order

Grant Approval Form - Revised

Marra, Lisa

From: Mark.Sedarous@faa.gov
Sent: Friday, January 02, 2015 10:13 AM
To: Marra, Lisa
Cc: KPotts@azdot.gov
Subject: RE: Cochise County Change Order Grant #3-04-0013-009-2014.
Attachments: project_cost_summary.doc; DUG-009 2014 CO1 Executed.pdf

Lisa,

Please find the executed CO#1 attached.

When is the equipment delivery scheduled? Once equipment is delivered and you have paid the vendor, this project will require 2 reimbursement requests. One drawdown to take the grant to zero, and another for the amendment amount (2-SF271's). Along with the first reimbursement request I will need all closeout documentation submitted alongside for my review/approval. Please reference section 1620 for what I will need submitted for closeout.
http://www.faa.gov/airports/central/aip/sponsor_guide/media/1600.pdf. Please use the attached project cost summary, all claimed costs must be backed up with appropriate invoices/purchase orders/contracts etc.

Let me know if you have any questions.

Thanks

Mark Sedarous
Civil Engineer - PHX-605
Federal Aviation Administration
Western-Pacific Region, Airports Division
Phoenix Airports District Office
3800 N Central Ave, Suite 1025
Phoenix, AZ 85012
Phone 602-792-1070
Fax 602-792-1061
Mark.Sedarous@faa.gov

From: Marra, Lisa [<mailto:LMarra@cochise.az.gov>]
Sent: Wednesday, December 31, 2014 1:47 PM
To: Sedarous, Mark (FAA)
Subject: Cochise County Change Order Grant #3-04-0013-009-2014.

Mark

Attached please find a change order request for the recent acquisition of a sweeper for Bisbee Douglas Int'l Airport. It is FAA grant #3-04-0013-009-2014.

As you recall we purchased this machine from Arnold Machinery. Due to an error on our part, our bid submittal form asked for the price excluding sales tax. We used that figure as the total requested from the FAA and ADOT along with consultant and admin fees. The county is not tax exempt and that fee must be paid to the vendor.

As taxes are eligible under the grant, we are asking you to please amend the grant agreement in the amount of \$4869.63 for the sales tax. This grant was issued as part of our yearly entitlement federal share, and we have enough left to cover this change order.

Would you please review and advise at your earliest convenience? I am sorry for the additional work and we have taken steps to ensure this does not happen again in the future.

Thank you for the consideration

L

Lisa M. Marra

Grants Director

Cochise County Board of Supervisors

1415 Melody Lane, Building G

Bisbee, AZ 85603

520-432-9742 phone

520-432-5016 fax

Public Programs...Personal Service

www.cochise.az.gov

DUG #9 "K"

CONTRACT CHANGE ORDER NO. ONE

AIRPORT: Bisbee Douglas International Airport

DATE: December 30, 2014

LOCATION: Douglas, Arizona

A.I.P. Project NO. 3-04-0013-009-2014

CONTRACTOR: Arnold Machinery

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
	Arizona Sales Tax	1	4869.63	1	4869.63
This Change Order Total				4,869.63	
Previous Change Order(s) Total				0	
Original Contract Price				79,830.00	
Revised Contract Total				84,699.63	

The time provided for completion in the Contract is (unchanged) (decreased) (increased) by 0 calendar days. This document shall become an Amendment to the Contract and all provisions of the Contract will apply. Changes are shown on the attached Quantities Tabulation.

Approved by: [Signature] 12-31-14
 Owner - Cochise County Date

Accepted by: [Signature] 12-31-2014
 Contractor - Arnold Machinery Date

Approved by: [Signature] _____
 ADOT Aeronautics Date

Approved by: [Signature] 1/2/2014
 Federal Aviation Administration Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction. Otherwise, no Federal participation can be granted. ADOT Aeronautics approval is required when ADOT participation is anticipated.

A.I.P. Project NO. 3-04-0013-009-2014

CHANGE ORDER NO. ONE

AIRPORT: Bisbee Douglas International Airport

LOCATION: Douglas, Arizona

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed Contract change(s) and location(s).
Include sales tax as required by the purchase. Asking for change order out of entitlement funding as sales tax is an allowable grant expense.

2. Reason(s) for the change(s). (Continue on reverse if necessary.)
Sales tax was inadvertently left out of total price submitted for the grant.

3. Justifications for Unit Prices or Total Cost.
Sales tax as required by the State of Arizona. County gov't is not tax exempt.

4. The Sponsor's share of this cost is available from:
General Fund -- sales tax revenue

5. If this is Supplemental Agreement involving more than \$2,000, is the Cost Estimate based on the latest wage rate decision? Yes ___ No ___ Not Applicable X

6. Has Consent of Surety been obtained? Yes ___ No ___ Not Applicable X

7. Will this change affect the insurance coverage? Yes ___ No X

8. If yes, will the policies be extended? Yes ___ No X

9. Has this Change Order been discussed with FAA officials?
Yes X No ___ When 12/31/14 With Whom Mark Sedarous via email sent with Change Order

Comment _____



www.arnoldmachinery.com



ARNOLD MACH CO - CE 17 TUCSON
3350 EAST GAS ROAD
TUCSON, AZ - 85714-1928
PH: 520/294-7677
FX: 520/294-7670

2975 WEST 2100 SOUTH • SALT LAKE CITY, UTAH 84119 • PHONE 801-972-4000 • FAX 801-974-4091 • 800-821-0548

Customer
410429

I N V O I C E

Invoice
U10127

Pg
1

NET 30 DAYS

12/17/14

Sold To
COCHISE COUNTY
ATTN: ACCOUNTS PAYABLE
1415 MELODY LN, BLDG G
BISBEE AZ 85603

Ship To
HENRY WILKINS
COCHISE COUNTY
1151 W HEREFORD RD
BISBEE AZ 85603

Ship Via 520/432-8390 STATE WIDE TOWING FOB AMCO - TUCSON, AZ 520/432-8390

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer P.O.
017		RP					015	2015-00000236

Ord	Ship	Description	Each	Amount
		TERRA SHAFER NET RECEIPT OF INVOICE	Shipped	12/12/14
1	1	RP RB48 4950-115576 ROSCO RB48 BROOM COCHISE COUNTY AZ SALES TAX	100014'	9,830.00 4,869.63

*12-24 9am
drawn up
w/TH*

Total 84,699.63

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Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Ratify Amendment for ADOT Grant Offer for BDI Airport to acquire a pavement sweeper

Submitted By: Lisa Marra, Board of Supervisors

Department: Board of Supervisors

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 0

Submitted for Signature:

**NAME
of PRESENTER:**

**TITLE
of PRESENTER:**

Mandated Function?:

**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:

Ratify signature on Grant Agreement Change Order #1 for the Airport Development Reimbursable Grant Agreement #E5F2H from the Arizona Dept of Transportation Aeronautics Group (AZDOT) in the amount of \$218.00 with a local match share of \$9.74 for the acquisition of a pavement sweeper for the Bisbee-Douglas International Airport.

Background:

The County accepted the state share airport grant from ADOT on 12/16/14 in the amount of \$4,231.00. Due to sales tax not being included in the original quote from the supplier, the grant agreement was short funding. As sales tax is an allowable expense under the grant, ADOT has amended the original award and the supplier has been paid in full. This change order increases the total grant funding from ADOT to the amount of \$4,449.00. The sweeper has been delivered to the airport and the grant is now closed.

Department's Next Steps (if approved):

None

Impact of NOT Approving/Alternatives:

State funding in the amount of \$218 would be lost and the County would be responsible for sales tax on the equipment purchase.

To BOS Staff: Document Disposition/Follow-Up:

None - a copy of the executed change order has been provided to the Clerk of the Board

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: 2014/15

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

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

County Match Required? (\$\$\$): 9.74

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

Source of Funding?: sales tax

Fiscal Impact & Funding Sources (if known):

This has been approved in the budget and the budget line amended to pay the supplier

Attachments

ADOT Change Order

Grant Approval Form - Revised

February 3, 2015

Ms. Lisa Marra
Grants Administrator
Bisbee Douglas International Airport
1415 West Melody Lane, Bldg G
Bisbee, Arizona 85603Re: Bisbee Douglas International Airport
ADOT Grant Number E5F2H
Amendment One

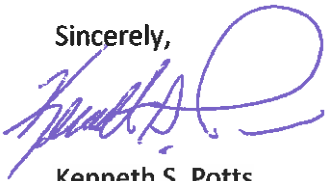
Dear Ms. Marra:

Enclosed for your files is one fully executed original Airport Development Reimbursable Grant Agreement Amendment One. This Amendment increases the grant amount by \$218.00 to \$4,449.00.

All other provisions of the grant remain the same.

If you have any questions, please contact me at KPotts@azdot.gov or (602) 712-7597.

Sincerely,

Kenneth S. Potts
Airport Grants Manager

Enclosure

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2015 FEB 10 P 1:10

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Amendment Number 1

AMENDMENT to the Airport Development Reimbursable Grant Agreement E5F2H dated January 8, 2015, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and Cochise County, a political subdivision of the State of Arizona ("the Sponsor").

AGREEMENT

The Airport Development Agreement dated January 8, 2015, is amended as follows:

1. Paragraph 2 of the Obligations is replaced by the following:

The maximum reimbursement available from the State to the Sponsor shall be Four Thousand Four Hundred Forty Nine Dollars (**\$4,449.00**).

2. All other provisions of the Airport Development Agreement remain applicable and unchanged except as herein modified.
3. This Airport Development Agreement Amendment is effective upon the signature of the representative of the State.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized respective officers.

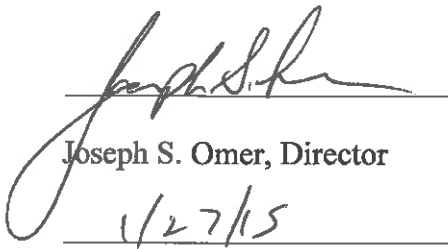
STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Title: Joseph S. Omer, Director

Date: _____




SPONSOR:

Cochise County
Bisbee Douglas International Airport

Signature: _____

Title: Chairman

Date: _____




WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____



Kenneth S. Potts


01/27/2015

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____



Arlethe G. Rice
Clerk of the Board

1-21-15

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Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

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: 02/24/2015
#: ADHS14-053682, Maternal, Infant & Early Childhood Home Visiting, Amendment 1
Submitted By: Jennifer Steiger, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required
NAME of PRESENTER: n/a
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: n/a
Source of Mandate or Basis for Support?: ADHS

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 Amendment 1 to Intergovernmental Agreement (IGA) ADHS14-053682, Maternal, Infant & Early Childhood Home Visiting (MIECHV), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$90,000 for the period 10/01/14 – 09/30/15.

Background:

ADHS MIECHV funds coordination services for a collaboration of maternal & child health home visiting programs in Cochise County. Supervisors and workers from six different agencies and programs attended these monthly meetings to discuss and plan for the needs of families with young children and the ability of current home visiting programs to meet these needs. Collaborating agencies/programs include: Cochise Health & Social Services, UofA Cooperative Extension, Easter Seals Blake Foundation, Child & Family Resources, Inc., Fort Huachuca Parent Support Program and Child Parent Centers of AZ. Collaboration efforts include: an informal referral process among all programs and addressing duplication of services, in order to make sure all eligible families in Cochise County can access home visiting services, training for home visiting staff and improving the working relationships with other community resources and systems that serve families including child protective services, behavioral health services and the justice system. The Coordinator position, funded by ADHS MIECHV, performs many functions including running the monthly meetings, outreach and recruitment for all programs, providing community marketing to raise awareness of availability of home visiting services and the planning and scheduling of trainings for home visiting staff. CHSS decided to subcontract the coordinator position to Child & Family Resources, Inc. (CFR) as they have a contract with First Things First in Graham/Greenlee counties to supervise the coordination of their home visiting collaboration. Thus CFR "co-supervises" both coordinator positions, enhancing the efficiency and effectiveness of both collaborations.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Without approval of this funding, the Cochise Home Visiting Collaboration will be limited in the scope of improvements in referral and service coordination, and worker training, that will be able to be made to the matrix of home visiting services provided to over 750 families in Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

Two originals sent to BOS for signature 2/9/15. A fully executed original will be sent to Clerk of the Board for filing purposes.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 90,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 245-5000-5200

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$): 15,587

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 28,342

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, fixed price program from the Arizona Department of Health Services. The entire award to CHSS through the MIECHV IGA ADHS14-053682 A1 is in the amount of \$90,000. This IGA has already been approved. Amendment 1 outlines a revised Price Sheet with the same total amount. The net county subsidy is calculated as follows (based on approved salaries/EREs): Projected Salaries/EREs \$63,777 A-87 Overhead at 44.44% \$28,342 Authorized overhead @ 20% \$12,755 Net County Subsidy \$15,587

Attachments

MIECHV Amend 1 Feb 15

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger

Date Prepared: Feb 4, 2015

Point of Contact: Jennifer Steiger

Phone Number 432-9402

Department: Health

PRIMARY GRANT

Primary Grantor: ADHS

CFDA: www.CFDA.gov 93.505

Grant Title: Maternal, Infant & Early Childhood Home Visiting Program

Grant Term From: 10/01/2014

To: 09/30/2015

Total Award Amount: 90,000

New Grant: Yes No

Grant No.: ADHS14-053682

Amendment No.: 1

Funding No.: 245-5000-5200

If new, Finance will assign a funding number.

Strategic Plan: Health & Wellbeing

District: CW

Mandated by Law? Yes No

Number of Positions Funded: 5

Asset(s) Acquired:

Briefly describe the purpose of the grant.

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

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Second Grantor: n/a

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: J. Steiger

Board Approval: _____ Date _____

Please e-mail completed form to Finance cschneider@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: HLT (Maternal, Infant and Child Home Visiting)

Recommendation:

Approve Amendment 1 to IGA#: ADHS14-053682, Maternal, Infant & Early Childhood Home Visiting (MIECHV), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$90,000 for the period 10/01/14 – 09/30/15.

HISTORY

ADHS MIECHV funds coordination services for a collaboration of maternal & child health home visiting programs in Cochise County. Supervisors and workers from six different agencies and programs attended these monthly meetings to discuss and plan for the needs of families with young children and the ability of current home visiting programs to meet these needs. Collaborating agencies/programs include: Cochise Health & Social Services, UofA Cooperative Extension, Easter Seals Blake Foundation, Child & Family Resources, Inc., Fort Huachuca Parent Support Program and Child Parent Centers of AZ.

Collaboration efforts include: an informal referral process among all programs and addressing duplication of services, in order to make sure all eligible families in Cochise County can access home visiting services, training for home visiting staff and improving the working relationships with other community resources and systems that serve families including child protective services, behavioral health services and the justice system

The Coordinator position, funded by ADHS MIECHV, performs many functions including running the monthly meetings, outreach and recruitment for all programs, providing community marketing to raise awareness of availability of home visiting services and the planning and scheduling of trainings for home visiting staff.

CHSS decided to subcontract the coordinator position to Child & Family Resources, Inc. (CFR) as they have a contract with First Things First in Graham/Greenlee counties to supervise the coordination of their home visiting collaboration. Thus CFR “co-supervises” both coordinator positions, enhancing the efficiency and effectiveness of both collaborations.

Fiscal Impact & Funding Sources:

This is a grant-funded, fixed price program from the Arizona Department of Health Services. The entire award to CHSS through the MIECHV IGA ADHS14-053682 A1 is in the amount of \$90,000. This IGA has already been approved. Amendment 1 outlines a revised Price Sheet with the same total amount.

The net county subsidy is calculated as follows (based on approved salaries/EREs):

Projected Salaries/EREs	\$63,777
A-87 Overhead at 44.44%	\$28,342
<u>Authorized overhead @ 20%</u>	<u>\$12,755</u>
Net County Subsidy	\$15,587

Executive Summary Form

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Without approval of this funding, the Cochise Home Visiting Collaboration will be limited in the scope of improvements in referral and service coordination, and worker training, that will be able to be made to the matrix of home visiting services provided to over 750 families in Cochise County.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer
Sue-Anne Tan

Contract No: ADHS14-053682

Amendment No. 1

Maternal, Infant, and Early Childhood Home Visiting

Effective January 1, 2015, it is mutually agreed that the IGA referenced is amended as follows:

- 1. The Price Sheet of the Agreement is replaced with the revised Price Sheet of this Amendment One (1). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment One (1). The IGA line item pricing total decreased from \$102,000.00 to \$90,000.00 based on the following line item changes:
1.1 Personnel increased by \$7,362.00 for a total of \$50,422.00 due to salary increase for Coordinator and increased Cochise Health and Social Services Grantee for grants management from five percent (5%) to ten percent (10%);
1.2 ERE increased by \$1,158.00 for a total of \$13,355.00 due to increase in Personnel;
1.3 Professional & Outside Services decreased by \$2,000.00 for a total of \$1,000.00 due to budget reduction;
1.4 Travel Expenses increased by \$2,546.00 for a total of \$3,881.00. The County has underestimated the costs of Travel last year and had to do two budget modifications in this line;

All other provisions of this IGA remain unchanged.

Cochise County Health Department
Contractor Name

1415 West Melody Lane, Building A
Address

Bisbee AZ 85603-3090
City State Zip

CONTRACTOR SIGNATURE

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

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

Signature: [Handwritten Signature] Date: 1/23/15
Printed Name: Erika Orduño

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

State of Arizona

Signed this ___ day of ___ 201__

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Assistant Attorney General Date

Printed Name:

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS14-053682

Amendment No. 1

Procurement Officer
Sue-Anne Tan

- 1.5 Occupancy Expense increased by \$2,400.00 for a total of **\$4,800.00** due to Child and Family Resources Sub-Contractor underestimated the actual costs of Occupancy last year;
- 1.6 Other Operating Expenses decreased by \$25,170.00 for a total of **\$3,787.00** due to budget reduction; and
- 1.7 Indirect (if authorized) increased by \$1,704.00 for a total of **\$12,755.00** due to increase in Personnel.
- 2. Pursuant Terms and Conditions, Provision 7.3 of IGA, Indemnification – Patent and Copyright, is hereby deleted in its entirety.
- 3. Pursuant Terms and Conditions, Provision Fifteen (15), Fingerprint and Certification Requirements/Juvenile Services, is hereby deleted in its entirety.
- 4. Pursuant to the Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 of the IGA is hereby replaced with the following language:

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


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

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

- 5. Provision Twenty (20), Authorization for Provision of Services, is hereby added to the Terms and Conditions of the IGA:

20. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Agreement.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS14-053682	Amendment No. 1	Procurement Officer Sue-Anne Tan

Price Sheet
As of January 1, 2015

Cochise County Health Department

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$50,422.00
ERE	\$13,355.00
Professional & Outside Services	\$ 1,000.00
Travel Expense	\$3,881.00
Occupancy Expense	\$ 4,800.00
Other Operating Expense	\$ 3,787.00
Capital Outlay Expense	\$ 0.00
Indirect (if authorized)	\$ 12,755.00
TOTAL	\$ 90,000.00

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015
IGA Amendment #1, Contract #KR13-0130
Submitted By: Teresa Rockrich, Juvenile Probation
Department: Juvenile Probation
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required
NAME of PRESENTER: n/a
Mandated Function?: Federal or State Mandate

Recommendation: Approve
of ORIGINALS Submitted for Signature: 4
TITLE of PRESENTER: n/a
Source of Mandate or Basis for Support?: 15-9123

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Intergovernmental Agreement (IGA) among the Arizona Supreme Court, Cochise County School Superintendent and the Cochise County Superior Court for Fiscal Year 2014/2015 governing title funds to provide education programs to juvenile detainees in the classrooms at the Juvenile Detention School effective as of the date of execution of the agreement by all parties through June 30, 2015.

Background:

Federal Title funds are distributed by the Arizona Department of Education to the Arizona Supreme Court-Administrative Office of the Courts, (AOC) for distribution to the juvenile detention centers. As mandated by statute, the county is required to provide education at the same level as public schools to juvenile detainees.

Department's Next Steps (if approved):

Provide the signed IGA to The Arizona Supreme Court-AOC for funding to be sent to Cochise County.

Impact of NOT Approving/Alternatives:

Lack of compliance with A.R.S. sub-section 15-913 and no title funding received for school operated at Juvenile Detention Center.

To BOS Staff: Document Disposition/Follow-Up:

Will provide a paper original of the IGA document for four signatures in blue ink by chairman, Patrick Call for signature by February 20th.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 78,963.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

- 1: 551-1200-1210
- 2: 551-1200-1220
- 3: 551-1200-1221
- 4: 551-1200-1224

Fund Transfers

Fiscal Year: 2015

One-time Fixed Costs? (\$\$\$): 0

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

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: AOC

Fiscal Impact & Funding Sources (if known):

Federal Title funds are distributed by the Arizona Department of Education to the Arizona Supreme Court-Administrative Office of the Courts, (AOC) for distribution to the juvenile detention centers. As mandated by statute, the county is required to provide education at the same level as public schools to juvenile detainees.

Attachments

IGA Juvenile FY15



Mark Brnovich
Attorney General

Office of the Attorney General
State of Arizona

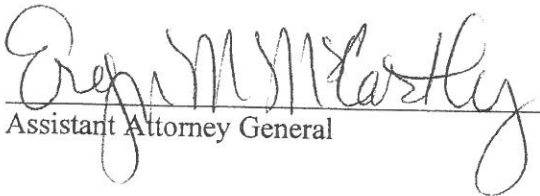
Cochise

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. **KR15-0005** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. ' 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 22nd Day of January, 2015

Mark Brnovich
The Attorney General


Assistant Attorney General

Arizona Supreme Court
Administrative Office of the Courts

**INTERGOVERNMENTAL AGREEMENT AMONG
THE ARIZONA SUPREME COURT,
THE COCHISE COUNTY SCHOOL SUPERINTENDENT AND
THE COCHISE COUNTY SUPERIOR COURT**

Attorney General Contract #KR13-0130
Amendment #1

This amends the above described Intergovernmental Agreement dated February 21, 2014 (“IGA”) by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (“AOC”), and Cochise County Board of Supervisors through the County School Superintendent (“Superintendent”) and the Cochise County Superior Court through the Juvenile Court (“Court”).

The parties agree the IGA is amended as follows:

1. **Section 2. Purpose**; The AOC has applied for and received \$1,315,937.90 for fiscal year 2015, on behalf of all Arizona counties. The portion of these funds allocated to Cochise County is \$78,963.00.
2. Exhibit A-1 (Budget Application) and A-2 (Budget Description) to this document are attached hereto and incorporated herein. They amend Exhibit A of the underlying IGA.
3. Amending **Section 4. Term and Renewal**; to extend the termination date to June 30, 2016.
4. Amending **Section 5. Duties of the AOC**; to add one new provision.

h. In order to properly carry out duties as the Sub Grantee of funds received from the ADE, the AOC shall:

1. Conduct monitoring reviews to ensure compliance with all funding and program requirements within this IGA.
2. Document and submit all findings to the County School Superintendent and Presiding Juvenile Court Judge for review and any necessary actions. All parties shall agree on a reasonable timeframe for achieving compliance with the requirements of the IGA.
3. Have the authority to postpone the next fiscal year’s allocations until the party or parties achieve compliance with the requirements of the IGA. It is incumbent upon all parties to act in good faith to

achieve compliance in a timeframe that permits timely disbursement and use of funds.

4. Resolve disputes arising during this process pursuant to Paragraph 34, Disputes.
5. Amending Section 9g. Termination of Funding; to extend the termination date to June 30, 2016.
6. Adding Section 34 Disputes. Should any dispute arise concerning this IGA among the AOC, the County School Superintendent, and the County Superior Court through the Juvenile Court, the parties shall first meet and confer to resolve the issues. As stated in Section 5(h)(3) it is incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds. Should the effort to meet and confer not resolve the issues, the parties shall follow the dispute resolution procedures established in the Supreme Court Administrative Office of the Courts, Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative remedies set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. §12-133, the AOC and the parties shall submit the matter to arbitration in compliance with A.R.S. §12-1518.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Cochise County:

By: Honorable Karl D. Elledge
Presiding Juvenile Court Judge

Date

Superintendent:

By: Trudy Berry
Cochise County School Superintendent

Date:

Superintendent Counsel:

Not Applicable

By: Cochise County Superintendent Counsel

Date

Board of Supervisors:

DO NOT SIGN THIS COPY - FOR REVIEW PURPOSE ONLY

By: Patrick Call, Chairman

Date:

Board of Supervisors Counsel:

DO NOT SIGN THIS COPY - FOR REVIEW PURPOSE ONLY

By:

Date:

**Exhibit A-1
FY15 Budget Application**

Public Educational Agency (PEA) Arizona Supreme Court	Cochise	Name	Phone	Line Item Totals		
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals
Instruction 1000						
Salaries						
Employee Benefits	6100					\$0.00
Purchased Professional Services	6200					\$0.00
Purchased Property Services	6300					\$0.00
Other Purchased Services	6400					\$0.00
Supplies	6500					\$0.00
Other Expenses	6600					\$0.00
	6800					\$0.00
Support Services 2100, 2200, 2600-2900						
Salaries						
Employee Benefits	6100					\$0.00
Purchased Professional Services	6200					\$0.00
Purchased Property Services	6300					\$0.00
Other Purchased Services	6400					\$0.00
Supplies	6500					\$0.00
Other Expenses	6600					\$0.00
	6800					\$0.00
Support Services - Admin 2300, 2400, 2500						
Salaries						
Employee Benefits	6100					\$0.00
Purchased Professional Services	6200					\$0.00
Purchased Property Services	6300					\$0.00
Other Purchased Services	6400					\$0.00
Supplies	6500					\$0.00
Other Expenses	6600					\$0.00
	6800					\$0.00
Capital Outlay						
	6700 et al.					\$0.00
PROPOSED BUDGET EXPENDITURE TOTAL FY15		0.00	0.00	0.00	0.00	\$0.00

Director of Juvenile Court Services _____ Date _____

County School Superintendent _____ Date _____

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Mortuary Transport Service

Submitted By: Terry Rutan, Procurement

Department: Procurement

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

NAME of PRESENTER: Terry Rutan **TITLE of PRESENTER:** Procurement

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Professional Services Agreement 15-26-BOS-03A for Transportation Services for the Pima County Medical Examiner Contract to Hatfield Funeral Home in Sierra Vista effective February 24, 2015 through March 1, 2016.

Background:

On 6/6/12 the BOS approved contracts to three funeral homes in the county and again on 11/18/14 to a new funeral home in Sierra Vista. Hatfield Funeral Home in Sierra Vista has agreed to transport bodies to the Pima County Medical Examiner's Office in Tucson and back to Cochise County. This contract will provide additional services to the county for transport of bodies to the Medical Examiner's Office.

Department's Next Steps (if approved):

Execute contract. Contact Cochise County Sheriff's Office and Sierra Vista Police Department of the new agreement.

Impact of NOT Approving/Alternatives:

The County will continue to provide service in Sierra Vista using Sierra Vista Cremation and Burial Chapel.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to Arlethe Rios

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

15-26-BOS-03A



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8392 Fax: (520) 432-8397 Website: www.cochise.az.gov

Professional Services Agreement

Transportation Services For Pima County Medical Examiner-Forensic Science Center Agreement No. 15-26-BOS-03A

THIS AGREEMENT is made and entered into this February 10, 2015 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and Hatfield Funeral Home, hereinafter referred to as the Contractor.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the fee schedule negotiated prior to contract execution, attached herein as **EXHIBIT "B"**, **FEE SUMMARY**.

*** Contractor shall provide an itemized cost breakdown for the provided services. ***

The County will pay the Contractor following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Contractor: Ryan Jensen
Hatfield Funeral Home
830 S. Highway 92
Sierra Vista, AZ 85635

County: Terry Rutan
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, AZ 85603

III. CONTRACT DURATION

This agreement shall be in effect from February 10, 2015 through January 31, 2016. This agreement may be renewed for an additional five (5) period in one (1) year increments not to exceed five (5) years, upon mutual agreement of both parties in writing, at which time a renewal contract will be executed. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

IV. TERMINATION

- A. The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.
- B. This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
- C. The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:
 - 1. Contractor provides personnel who do not meet the requirements of the contract;
 - 2. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;
 - 3. Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - 5. Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

VI. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Contractor including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless COCHISE County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney’s fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. COCHISE County reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Contractor and subContractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subContractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subContractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

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

- a. This requirement shall not apply when a Contractor or subContractor is exempt under A.R.S. 23-901, **AND** when such Contractor or subContractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

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

- 1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Cochise County Procurement Department, attention David Seward, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.

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

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department, attention David Seward, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub contractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-Contractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not sub-Contractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Contractor or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- E. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub contractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any sub contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any sub contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a sub contractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement sub contractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each sub contractor of the County's rights, and the sub contractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Sub contractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Sub contractor's employees and with the requirements of A.R.S. §23-214(A). The Sub contractor further agrees that the County may inspect the Sub contractor's books and records to insure that the Sub contractor is in compliance with these requirements. Any breach of this paragraph by the Sub contractor will be deemed to be a material breach of this contract subjecting the Sub contractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

This Agreement is entered into this _____ day of _____ 2014.

CONTRACTOR:

APPROVED BY:
COCHISE COUNTY BOARD OF
SUPERVISORS

Authorized Signature

Pat Call

Print Name and Title

Chair

ATTEST:

REVIEWED BY:
COCHISE COUNTY
PROCUREMENT DEPARTMENT

Arlethe Rios
Clerk of the Board

Terry Rutan

EXHIBIT "A" - SCOPE OF SERVICES

- 1.0 The Contractor and his/her staff, shall provide Morgue Transportation Services for Cochise County in accordance with the specifications, terms, and conditions contained herein.
- 2.0 The Contractor will provide proof that they are licensed and or permitted to transport deceased bodies.
- 3.0 The Contractor shall perform all work in a safe manner with respect and dignity for the deceased, adhering to all County/State safety rules and OSHA Regulations. Requests for service may occur anytime, 24 hours per day seven days per week. County makes no specific guarantee of a minimum or maximum number or transports.
- 4.0 The Contractor shall conduct himself/herself in a professional manner while performing services on behalf of Cochise County and be dressed appropriately. The use of any tobacco products, the use of inappropriate language and any use of radios or other music sources shall not be allowed during the performance of work for Cochise County. If requested the Contractor shall agree to remove a specific individual from the position. Cochise County agrees that such request will not be made without good cause and documentation.
- 5.0 Contractor will arrive at the designated pick up location within one (1) hour of notification by the Law Enforcement Agency if the Contractor's business is located within thirty (30) miles of the pick up location. Contractor will arrive at the designated pick up location with one and a half (1 ½) hours of notification if the Contractor's business is located beyond thirty (30) miles but within sixty (60) miles of the pick up location.
- 6.0 Contractor shall provide at least one (1) clean, properly equipped removal vehicle that is available 24 hours a day. The Contractor shall provide light body bag for each removal and adhere to OSHA regulations regarding potential exposure to blood and body fluids. Heavy duty body bags and red tags will be provided by the law enforcement agency requesting service. Contractor and all employees shall have a valid Arizona driver's license and shall have the physical ability to do the required work as directed by the Deputy. Contractor shall be en route within thirty (30) minutes of a call for removal of deceased individuals.
- 7.0 Contractor shall wait when directed by the Pima County Medical Examiner's office up to one half (½) to one and a half (1 1/2) hour(s) to return the body back to Contractor's facility for storage. The funeral home will then notify next of kin. If the body is to remain at the Pima County Medical Examiners Office when the body is released the same Contractor that originally transported the body will be contacted by Pima County Medical Examiner's Office to return to Pima County to bring the body back to their location.
- 8.0 Contractor shall provide storage capacity to store bodies up to 72 hours at no charge.
- 9.0 The Law Enforcement Agency who has jurisdiction will contact the Contractor with a location, information and instructions to pick up human remains and transport those remains to the Pima County Medical Examiners Office in Tucson. One operator is normally sufficient per assignment; however, no more than two operators will be requested by the Sheriff's Office.
- 10.0 The law enforcement agency will contact the Contractor nearest to the site, if the Contractor cannot for any reason transport the body the next nearest Contractor between the site and Pima County's Medical Examiners Office will be notified. Whichever Contractor transports the body will return the body to their funeral home when released and notified by the Pima County Medical Examiners Office.
- 11.0 In those locations with multiple Contractors a rotating schedule shall be used by the requesting agency.
- 12.0 Contractor shall, without additional charge other than for mileage and meals, testify at all civil and criminal proceedings when requested to do so by the County Attorney. Mileage shall be reimbursed at the current IRS rate for mileage. Meals shall be reimbursed at the current Cochise County per diem rates.

EXHIBIT "B" – FEE SUMMARY

The County will pay the Contractor _____ \$320.00 _____ per medical examiner trip.

The County will pay the Contractor _____ \$100.00 _____ per in-county trip

The County will pay the Contractor _____ \$50.00 _____ per day for storage of body.

The County will pay the Contractor _____ \$15.00 _____ per hour for additional wait time at Pima County Medical Examiners Office. Costs will be prorated in fifteen (15) minute intervals.

Contractor shall submit invoices monthly for services rendered.

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Mortuary Transport Service

Submitted By: Terry Rutan, Procurement

Department: Procurement

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

NAME of PRESENTER: Terry Rutan **TITLE of PRESENTER:** Procurement

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Professional Services Agreement 15-26-BOS-03B for Transportation Services for the Pima County Medical Examiner Contract to Jensen's Sierra Vista Mortuary effective February 10, 2015 to January 31, 2016.

Background:

On 6/6/12 the BOS approved contracts to three funeral homes in the county and again on 11/1/14 to a new funeral home in Sierra Vista. Jensen's Sierra Vista Mortuary has agreed to transport bodies to the Pima County Medical Examiner's Office in Tucson and back to Cochise County. This contract will provide additional services to the county for transport of bodies to the Medical Examiner's Office.

Department's Next Steps (if approved):

Execute contract. Contact Cochise County Sheriff's Department and Sierra Vista Police Department of the new agreement.

Impact of NOT Approving/Alternatives:

The County will continue to provide services in Sierra Vista using Sierra Vista Cremation and Burial Chapel.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to Arlethe Rios.

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

15-26-BOS-03B



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8392 Fax: (520) 432-8397 Website: www.cochise.az.gov

Professional Services Agreement

Transportation Services For Pima County Medical Examiner-Forensic Science Center Agreement No. 15-26-BOS-03B

THIS AGREEMENT is made and entered into this February 10, 2015 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and Jensen's Sierra Vista Mortuary, hereinafter referred to as the Contractor.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in **Exhibit A**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the fee schedule negotiated prior to contract execution, attached herein as **EXHIBIT "B", FEE SUMMARY**.

*** Contractor shall provide an itemized cost breakdown for the provided services. ***

The County will pay the Contractor following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Contractor: Ryan Jensen
Jensen's Sierra Vista Mortuary
5155 S. Highway 92
Sierra Vista, AZ 85635

County: Terry Rutan
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, AZ 85603

III. CONTRACT DURATION

This agreement shall be in effect from February 10, 2015 through January 31, 2016. This agreement may be renewed for an additional five (5) period in one (1) year increments not to exceed five (5) years, upon mutual agreement of both parties in writing, at which time a renewal contract will be executed. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

IV. TERMINATION

- A. The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.
- B. This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
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 - 1. Contractor provides personnel who do not meet the requirements of the contract;
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This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

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It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Contractor including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless COCHISE County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney’s fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. COCHISE County reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

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The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subContractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

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a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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

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

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- a. This requirement shall not apply when a Contractor or subContractor is exempt under A.R.S. 23-901, **AND** when such Contractor or subContractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

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

- 1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Cochise County Procurement Department, attention David Seward, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.

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All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department, attention David Seward, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub contractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-Contractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not sub-Contractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Contractor or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- E. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub contractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any sub contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any sub contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a sub contractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement sub contractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each sub contractor of the County's rights, and the sub contractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Sub contractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Sub contractor's employees and with the requirements of A.R.S. §23-214(A). The Sub contractor further agrees that the County may inspect the Sub contractor's books and records to insure that the Sub contractor is in compliance with these requirements. Any breach of this paragraph by the Sub contractor will be deemed to be a material breach of this contract subjecting the Sub contractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

This Agreement is entered into this _____ day of _____ 2014.

CONTRACTOR:

**APPROVED BY:
COCHISE COUNTY BOARD OF
SUPERVISORS**

Authorized Signature

Pat Call
Chair

Print Name and Title

ATTEST:

**REVIEWED BY:
COCHISE COUNTY
PROCUREMENT DEPARTMENT**

Arlethe Rios
Clerk of the Board

Terry Rutan

EXHIBIT "A" - SCOPE OF SERVICES

- 1.0 The Contractor and his/her staff, shall provide Morgue Transportation Services for Cochise County in accordance with the specifications, terms, and conditions contained herein.
- 2.0 The Contractor will provide proof that they are licensed and or permitted to transport deceased bodies.
- 3.0 The Contractor shall perform all work in a safe manner with respect and dignity for the deceased, adhering to all County/State safety rules and OSHA Regulations. Requests for service may occur anytime, 24 hours per day seven days per week. County makes no specific guarantee of a minimum or maximum number or transports.
- 4.0 The Contractor shall conduct himself/herself in a professional manner while performing services on behalf of Cochise County and be dressed appropriately. The use of any tobacco products, the use of inappropriate language and any use of radios or other music sources shall not be allowed during the performance of work for Cochise County. If requested the Contractor shall agree to remove a specific individual from the position. Cochise County agrees that such request will not be made without good cause and documentation.
- 5.0 Contractor will arrive at the designated pick up location within one (1) hour of notification by the Law Enforcement Agency if the Contractor's business is located within thirty (30) miles of the pick up location. Contractor will arrive at the designated pick up location with one and a half (1 ½) hours of notification if the Contractor's business is located beyond thirty (30) miles but within sixty (60) miles of the pick up location.
- 6.0 Contractor shall provide at least one (1) clean, properly equipped removal vehicle that is available 24 hours a day. The Contractor shall provide light body bag for each removal and adhere to OSHA regulations regarding potential exposure to blood and body fluids. Heavy duty body bags and red tags will be provided by the law enforcement agency requesting service. Contractor and all employees shall have a valid Arizona driver's license and shall have the physical ability to do the required work as directed by the Deputy. Contractor shall be en route within thirty (30) minutes of a call for removal of deceased individuals.
- 7.0 Contractor shall wait when directed by the Pima County Medical Examiner's office up to one half (½) to one and a half (1 1/2) hour(s) to return the body back to Contractor's facility for storage. The funeral home will then notify next of kin. If the body is to remain at the Pima County Medical Examiners Office when the body is released the same Contractor that originally transported the body will be contacted by Pima County Medical Examiner's Office to return to Pima County to bring the body back to their location.
- 8.0 Contractor shall provide storage capacity to store bodies up to 72 hours at no charge.
- 9.0 The Law Enforcement Agency who has jurisdiction will contact the Contractor with a location, information and instructions to pick up human remains and transport those remains to the Pima County Medical Examiners Office in Tucson. One operator is normally sufficient per assignment; however, no more than two operators will be requested by the Sheriff's Office.
- 10.0 The law enforcement agency will contact the Contractor nearest to the site, if the Contractor cannot for any reason transport the body the next nearest Contractor between the site and Pima County's Medical Examiners Office will be notified. Whichever Contractor transports the body will return the body to their funeral home when released and notified by the Pima County Medical Examiners Office.
- 11.0 In those locations with multiple Contractors a rotating schedule shall be used by the requesting agency.
- 12.0 Contractor shall, without additional charge other than for mileage and meals, testify at all civil and criminal proceedings when requested to do so by the County Attorney. Mileage shall be reimbursed at the current IRS rate for mileage. Meals shall be reimbursed at the current Cochise County per diem rates.

EXHIBIT "B" – FEE SUMMARY

The County will pay the Contractor _____ \$320.00 _____ per medical examiner trip.

The County will pay the Contractor _____ \$100.00 _____ per in-county trip

The County will pay the Contractor _____ \$50.00 _____ per day for storage of body.

The County will pay the Contractor _____ \$15.00 _____ per hour for additional wait time at Pima County Medical Examiners Office. Costs will be prorated in fifteen (15) minute intervals.

Contractor shall submit invoices monthly for services rendered.

Regular Board of Supervisors Meeting

Workforce Development

Meeting Date: 02/24/2015

WIB_Amendment #4 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve Amendment #14 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from July 1, 2013 to March 31, 2015.

Background:

Background: Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise County Workforce Development, Inc. (CCWD) works with Adult, Youth, Dislocated Worker and Rapid Response training programs in Cochise County. CCWD is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of July 1, 2013 to March 31, 2015.

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

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

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

Contract DE111004001

Attachment H



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) Cochise County Board of Supervisors 1415 W Melody Lane Bisbee, AZ 85603	2. CONTRACT ID NUMBER DE111004001
3. AMENDMENT NUMBER 14	
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT <p>The purpose of this amendment is to extend the availability of funds for the WIA section 503 incentive funds.</p> <p>Pursuant to Section 6.0 MANNER OF FINANCING, Paragraph 6.2, Compensation, the following availability of funds by Program and Fiscal Year is extended:</p> <p>PY12 WIA section 503 incentive funds are extended through 3/31/2015.</p> <p>Final expenditure report for these funds must be submitted by 4/30/2015.</p>	
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.	
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Cochise County
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Najwa Stuck	TYPED NAME Ann English
TITLE Procurement Manager	TITLE Chairman
DATE	DATE
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.	
ARIZONA ATTORNEY GENERAL'S OFFICE	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

Attachment H - Allocation by Program and Fiscal Year

COCHISE COUNTY
DE111004-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 39,315.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 43,160.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 242,248.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 43,778.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 208,564.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 68,409.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 186,759.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 10,029.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 26,640.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 54,049.00	7/1/2010	6/30/2013	8/15/2013
PY	2010	SAS	\$ 400,000.00	7/1/2010	3/31/2013	8/15/2013
			\$ 1,322,951.00			
PY	2011	AD ADMIN	3,068.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	31,244.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	6,522.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	29,426.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	24,708.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	281,221.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	27,616.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	264,840.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	58,697.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	186,446.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW to AD	36,000.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	6,101.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	25,840.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	TITLE V	\$ 204,940.00	10/17/2012	6/30/2014	8/15/2014
PY	2011	RE-ALLOC-YT	\$ 1,854.00	4/1/2011	5/31/2014	6/30/2014
PY	2011	RE-ALLOC-AD	\$ 23.00	7/1/2011	5/31/2014	6/30/2014
FY	2012	RE-ALLOC-AD	\$ 2,321.00	10/1/2011	5/31/2014	6/30/2014
PY	2011	RE-ALLOC-DW	\$ 29.00	7/1/2011	5/31/2014	6/30/2014
FY	2012	RE-ALLOC-DW	\$ 1,292.00	10/1/2011	5/31/2014	6/30/2014
PY	2011	RE-ALLOC-RR	\$ 113.00	7/1/2011	5/31/2014	6/30/2014
FY	2012	RE-ALLOC-RR	\$ 2,314.00	10/1/2011	5/31/2014	6/30/2014
			\$ 1,194,615.00			

PY	2012	AD ADMIN	\$ 3,344.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	\$ 43,094.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	\$ 6,120.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	AD ADMIN	\$ 40,482.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW ADMIN	\$ 35,532.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	YOUTH	\$ 387,858.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	ADULT	\$ 30,097.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	ADULT	\$ 364,352.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	DW	\$ 55,082.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	DW	\$ 199,793.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW to AD	\$ 120,000.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	RR	\$ 6,481.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	\$ 37,622.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	TITLE V	\$ 59,182.00	7/1/2013	3/31/2015	4/30/2015
			\$ 1,389,039.00			

Revised 12/5/14

Funding provided through U.S. Department of Labor

TOTAL: \$ 3,906,605.00

Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
CFDA#17.258 Adult
CFDA#17.259 Youth
CFDA#17.278 Dislocated Worker

Original				Amendment 3				
PY10/FY11 Funding				Adding PY11/FY12 Fu				
PY/FY	Year	Program	Amount	Amend 1	Amend 2	PY/FY	Year	Program
PY	2010	Ad Admin	\$ 4,827	\$ -	\$ -	PY	2011	AD ADMIN
PY	2010	Yt Admin	\$ 26,890	\$ -	\$ -	PY	2011	YT ADMIN
PY	2010	DW Admin	\$ 7,598	Add	\$ -	PY	2011	DW ADMIN
FY	2011	Ad Admin	\$ 22,978	\$ -	\$ -	FY	2012	AD ADMIN
FY	2011	DW Admin	\$ 20,182	Language	\$ -	FY	2012	DW ADMIN
PY	2010	YOUTH	\$ 242,011	\$ -	\$ -	PY	2011	YOUTH
PY	2010	ADULT	\$ 43,442	No	\$ -	PY	2011	ADULT
FY	2011	ADULT	\$ 206,801	\$ -	\$ -	FY	2012	ADULT
PY	2010	DW	\$ 68,379	Dollars	\$ -	PY	2011	DW
FY	2011	DW	\$ 181,635	\$ -	\$ -	FY	2012	DW
PY	2010	RR	\$ 10,029	Involved	\$ -	PY	2011	RR
FY	2011	RR	\$ 26,640	\$ -	\$ -	FY	2012	RR
PY	2010	SAS	\$ 7,838	\$ -	\$ 46,211	PY	2010	SAS
PY	2010							
			\$ 869,250		\$ 46,211			

Funding	Amount	Amend 4	Amend 5	Reimburse Tot.	Amendment 6			
					Add PY12/FY13 Funding			
				PY/FY	Year	Program	Amount	
	\$ 3,068	\$ -	\$ -	\$ 7,895	PY	2011	AD ADMIN	\$ -
	\$ 31,244	Language	\$ -	\$ 58,134	PY	2011	YT ADMIN	\$ -
	\$ 6,522	\$ -	\$ -	\$ 14,120	PY	2011	DW ADMIN	\$ -
	\$ 29,426	ONLY	\$ -	\$ 52,404	FY	2012	AD ADMIN	\$ -
	\$ 24,708	\$ -	\$ -	\$ 44,890	FY	2012	DW ADMIN	\$ -
	\$ 281,221	\$ -	\$ -	\$ 523,232	PY	2011	YOUTH	\$ -
	\$ 27,616	\$ -	\$ -	\$ 71,058	PY	2011	ADULT	\$ -
	\$ 264,840	\$ -	\$ -	\$ 471,641	FY	2012	ADULT	\$ -
	\$ 58,697	\$ -	\$ -	\$ 127,076	PY	2011	DW	\$ -
	\$ 222,446	\$ -	\$ -	\$ 404,081	FY	2012	DW	\$ -
	\$ 6,101	\$ -	\$ -	\$ 16,130	PY	2011	RR	\$ -
	\$ 25,840	\$ -	\$ -	\$ 52,480	FY	2012	RR	\$ -
	\$ -	\$ -	\$ 400,000	\$ 454,049	PY	2010	SAS	\$ -

\$ 981,729

\$ 400,000

\$ 2,297,190

Reimburse Tot.	
\$	7,895
\$	58,134
\$	14,120
\$	52,404
\$	44,890
\$	523,232
\$	71,058
\$	471,641
\$	127,076
\$	404,081
\$	16,130
\$	52,480
\$	454,049

\$ 2,297,190

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

Tower License and Use Agreement

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: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the Tower License and Use Agreement between Sequoia Farm Foundation and Cochise County to install communications equipment effective February 24, 2015 to February 24, 2040.

Background:

Cochise County has received funding to upgrade the tower sites throughout the county to improve the radio system used by various county agencies, mostly the Sheriff's Office. Part of the system upgrade is to construct a new tower on Jordan Farms in the Kansas Settlement area. This tower is being built entirely and the equipment being put on it is also being funded through private foundation dollars. This tower site will become an integral part of the communications system and will provide improved coverage for radio communications in that area. This agreement has been approved by Britt Hanson of the Cochise County Attorney's Office.

Department's Next Steps (if approved):

The foundation will begin construction on the tower and when complete the equipment for the communications system will be installed.

Impact of NOT Approving/Alternatives:

The tower site will not be able to be built on this property, seriously degrading the coverage of the new and upgraded radio system within the county.

To BOS Staff: Document Disposition/Follow-Up:

Please sign three copies of agreement and return to the Sheriff's Office.

Attachments

Tower License and Use Agreement

TOWER LICENSE AND USE AGREEMENT

This Agreement is entered into between Sequoia Farm Foundation, an Illinois non-profit corporation that is duly qualified to conduct business in the State of Arizona, whose principal address is 145 N. Merchant Street, Decatur, Illinois 62523 (“**Foundation**”), and Cochise County, a political subdivision of the State of Arizona, whose principal address is 1415 W. Melody Lane, Bisbee, Arizona 85603 (“**County**”), with reference to the following facts:

A. The Foundation owns a tract of land known as Jordan Farm in Cochise County, Arizona, and described as the West Half of Section 22, Township 16 South, Range 26 East of the Gila and Salt River Base and Meridian in said county and state (the “**Tract**”).

B. The Foundation is constructing a radio tower and related communications equipment and improvements (for brevity, collectively the “**Radio Tower**” and generally shown on the Detailed Site Plan attached hereto as Exhibit A) on a rectangular portion of the Tract consisting of approximately 4,200 square feet (as shown more particularly on the Site Survey attached hereto as Exhibit B, the “**Property**”) for the use by the Foundation of telecommunications equipment and transmission of data.

C. The County seeks a license for the non-exclusive use of the Radio Tower to install, operate, maintain, and replace or remove from time to time, its own telecommunications equipment and facilities (for brevity, the “**County Equipment**”), together with the non-exclusive right to use an access road that traverses a portion of the Tract and provides ingress and egress to and from the Property and Swanson Road (as more particularly shown on the Site Survey attached hereto as Exhibit B, the “**Access Road**”).

D. The Foundation is willing to grant the license described herein to the County for the use of the County Equipment on the Radio Tower and the use of the Access Road, all on the terms set forth in this Agreement.

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND, the County and the Foundation agree as follows:

1. Equipment License. The Foundation hereby grants to the County a non-exclusive license to use the Property for the limited purpose of installing, operating, maintaining, replacing, and removing the County Equipment on the Radio Tower. The County Equipment may be installed at any height on the Radio Tower, so long as the operation of the County Equipment does not interfere with the Foundation’s operation and use of the Radio Tower. The County agrees to keep the County Equipment in good, safe, and sightly condition and repair for the period that any such equipment is actually installed at the Property. The County agrees to promptly repair and/or restore any portion of the Property, the Radio Tower, or the Access Road that is injured or damaged by or through the actions or omissions of the County and its agents, employees, and contractors or due to the use of the County Equipment at the Property. The County agrees to give the Foundation reasonable advance notice before entering the Property to install, work on, or remove the County Equipment; provided that advance notice is not required for routine checks or maintenance or in the event of emergencies. Other than its rights and

obligations with respect to the County Equipment, the County may not make other alterations or improvements to the Property, the Tract, or the Access Road without the Foundation's prior written consent thereto and complying with any reasonable conditions made to such consent. Any work at the Property or Tract of any sort completed by or on behalf of the County shall be completed in a good and workmanlike manner, free from liens, and in compliance with all applicable laws.

2. Access License. The Foundation further grants to the County a non-exclusive license to use the Access Road for the limited purpose of providing vehicular and pedestrian access for employees and agents of the County to and from the Property and Swanson Road in connection with the use by the County of the County Equipment. The County will comply with any reasonable rules established by the Foundation from time to time for the orderly use of the Access Road. The Foundation reserves the right to close the Access Road from time to time on a temporary basis for making repairs, improvements or alterations to the same.

3. Term. There is no license fee charged to the County under this Agreement. This Agreement shall continue in force and effect for a term of twenty-five years from the date of mutual execution hereof; provided that either party may terminate this Agreement on not less than 6 months prior written notice to the other party or immediately if the Radio Tower is severely damaged or destroyed by a casualty event (and the Foundation elects not to rebuild) or if the other party fails to cure a breach of this Agreement within 5 business days after receipt of written notice of such breach. If the County removes all County Equipment without replacing the same within 6 months of removal, then the County shall be deemed to have abandoned its interests in the Property and this Agreement shall terminate. This Agreement may be renewed upon mutual agreement of the parties. Notwithstanding anything herein to the contrary, nothing herein shall require the Foundation to construct the Radio Tower or to reconstruct it after a casualty, and this Agreement may be immediately terminated by either party if the Foundation does not construct or reconstruct the Radio Tower for any reason (including a failure to obtain necessary permits, if any).

4. Surrender. Upon the expiration or earlier termination of this Agreement, the County shall immediately take all steps to remove the County Equipment and any other alterations made by or for the County from the Property and repair any damage caused by such removal, all at the County's sole expense. Any County Equipment that remains at the Property longer than 30 days after such expiration or termination date shall be deemed abandoned by the County, and the Foundation shall have all rights to remove and dispose of such abandoned equipment at the cost of the County (which shall be reimbursed by the County to the Foundation within 30 days of demand therefor) or to assume ownership of such abandoned equipment, and title to such equipment shall automatically pass to the Foundation by this Agreement as though by a bill of sale. The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. Assignment. The license and rights granted in this Agreement are personal to the County and may not be assigned in any way to any other party. No estate is granted by this Agreement and no interest runs with the land. The Foundation and any successor and/or assign may assign this Agreement to any successor owner of the Tract.

6. Utilities. The County shall timely pay for the electricity or other utilities it consumes at the Property, including in the operation of the County Equipment, and shall install separate utility meters at its expense to account for such use. The Foundation shall have no liability to the County for any interruption in utilities or services to be provided to the Property. The Foundation intends to install an emergency gasoline, butane, diesel or other fuel-powered or renewable energy generator(s) on the Property to provide emergency power for non-exclusive use by the County, and the County agrees to maintain the generator during any period that the County maintains County Equipment at the Property in compliance with all applicable safety and environmental laws and regulations.

7. Insurance. The County shall carry during the term of this Agreement the following insurance: (i) "All Risk" property insurance which insures the County Equipment and all permitted alterations made by the County in amounts as the County shall deem prudent; and (ii) commercial general liability of one million dollars (\$1,000,000) with a combined limited for bodily injury and/or property damage for any one occurrence and two million dollars (\$2,000,000) in the aggregate. The County will provide a certificate of insurance upon request of the Foundation to confirm the foregoing coverage. The County further agrees to waive any claims or damages or losses, including any deductibles and self-insured amounts, which are caused by or result from (a) any occurrence insured under any property insurance policy carried by the County, or (b) any occurrence which would have been covered under any property insurance required to be obtained and maintained by the County under this Agreement had such insurance been obtained and maintained as required. It is understood and agreed that use of the Property by the County is at its own risk, and the County hereby releases the Foundation from any and all liability arising out of damage to the County Equipment or any accident or injury to any person that might occur during the course of the County's use of the Property except to the extent caused by the intentional misconduct of the Foundation or its employees or agents.

8. Indemnification. In exchange for the Foundation granting access to and use of the Property as set forth herein, the County agrees to indemnify, defend, and hold harmless the Foundation and any and all owners, officers, directors, trustees, employees, affiliates, or agents of the Foundation from and against any claims, actions, causes, causes of action, liabilities, sums of money, costs, expenses, controversies, obligations, fees (including, without limitation attorneys' fees), damages, judgments, demands and suits, whether in law, equity or statutory, or administrative, arbitration or other proceedings, related to, arising from, or incurred in connection with the entry onto or use of the Property by the County or any agent, employee, or contractor of the County or other party that the County allows to enter upon or use the Property in its name.

9. Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Foundation under this Agreement do not constitute personal obligations of the individual trustees, officers, employers, affiliates, or agents of the Foundation, and the County shall not seek recourse against the individual trustees, officers, employers, affiliates, or agents of the Foundation or any other persons or entities having any interest in the Foundation for satisfaction of any liability with respect to this Agreement. In addition, in consideration of the benefits accruing hereunder to the County and notwithstanding anything contained in this Agreement to the contrary, the County hereby covenants and agrees for itself and all of its successors and assigns that the liability of the Foundation for its obligations under

this Agreement shall be limited solely to, and the County's and its successors' and assigns' sole and exclusive remedy shall be against, the Foundation's interest in the Property and no other assets of the Foundation. The term "Foundation" as used in this Agreement, so far as covenants or obligations on the part of the Foundation are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the fee title to the Property. In the event of any transfer or conveyance of any such title or interest (other than a transfer for security purposes only), the transferor shall be automatically relieved of all covenants and obligations on the part of the Foundation contained in this Agreement, and the term "Foundation" shall be deemed to mean such transferor.

10. Miscellaneous Provisions.

- a. Non-Discrimination: The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
- b. Conflict of Interest: This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
- c. Subordination: The County accepts this Agreement subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Tract, the Access Road, or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). This clause shall be self-operative, but no later than ten (10) business days after written request from the Foundation, or any holder of a Mortgage, the County shall execute a commercially reasonable subordination agreement, provided that such agreement will also provide that the County's use and occupancy of the Property and Access Road will not be disturbed for so long as the County is not in default hereunder beyond any applicable notice and cure period. In addition, the County shall, without charge, attorn to any successor to the Foundation's interest in this Agreement.
- d. Public Records Law: The parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.
- e. Jurisdiction and Applicable Law: This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.
- f. Notices: All notices, requests, demands, and other communications hereunder shall be in writing and shall be personally delivered or sent by a nationally recognized overnight courier and shall be deemed received upon the date of delivery to the address of the person to receive such notice or refusal of such delivery. Notices may be sent by e-mail and shall be deemed delivered on the day the e-mail is sent, if received prior to 5:00 pm Central Time, provided that a confirming copy of the notice is sent by personal delivery or deposited with

an overnight courier the same day. Either party may change its addresses by giving notice of such change in the manner provided in this Section. All communication from the Foundation to County shall be coordinated through the County Administrator or such other individual as the County may designate in writing.

- g. No Partnership: The Foundation does not, in any way or for any purpose, become a partner of the County in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the County by reason of this Agreement.

APPROVED:

COCHISE COUNTY BOARD OF SUPERVISORS

By: _____
Patrick Call, Chairman Date

ATTEST:

Arlethe Rios, Clerk of the Board Date

APPROVED:

SEQUOIA FARM FOUNDATION

By: _____
Howard G. Buffett, President Date

EXHIBIT A

Detailed Site Plan

[attached]

EXHIBIT B

Site Survey

[attached]

State and Federal Legislation
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/24/2015

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation Recommendation:

Document Signatures: # of ORIGINALS Submitted for Signature:

NAME of PRESENTER: na TITLE of PRESENTER: na

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 Minutes

LPC Agenda



**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE**

(Teleconference Made Available)

County Supervisors Association
1905 West Washington
Phoenix, Arizona

MINUTES

February 13, 2015

Call to Order: Clint Hickman 11:31 a.m.

Present in Person:

Barry Weller	Apache County
Mandy Metzger	Coconino County
Tommie Martin	Gila County
Jim Palmer	Graham County
David Gomez	Greenlee County
D. L. Wilson	La Paz County
Clint Hickman	Maricopa County
Jason Whiting	Navajo County
Pete Rios	Pinal County
Manuel Ruiz	Santa Cruz County
Russell McCloud	Yuma County

Present Telephonically/Webinar:

Ann English	Cochise County
Gary Watson	Mohave County
Tom Thurman	Yavapai County

Absent: Ray Carroll Pima County

Others present telephonically: John Marcanti, Joanne Keene, Jacque Griffin, Cheryl Sluyter, Jennifer Wong

Others present in person: Scott Isham, Rick Bohan, Mark Barnes, Craig Sullivan, Penny Adams, Todd Madeksza, Kristin Cipolla, Dan Bogert, Yvonne Ortega

Penny Adams called roll and a quorum was present.

Approval of Minutes

Supervisor Manny Ruiz moved to approve the minutes of the February 6, 2015, Legislative Policy Committee meeting. Supervisor Tommie Martin seconded the motion and the motion passed unanimously.

Governor's Budget Recommendation Report / JLBC Baseline Budget

Craig Sullivan reported on the estimated Governor's budget impacts to counties of \$28 million above the already \$30 million of impacts to counties. Craig stated that next week is the last week to hear bills in committee in the house of origin and that the budget will most likely become front and center after that. He stated this is a key time to communicate our position to legislators and CSA would like an active mobilization from counties.

Consideration of Resolution No. 1-15. Craig reported that CSA circulated a draft resolution to be done jointly with the Arizona Association of Counties (AACo) to provide a united front before the legislature and Governor on counties' budget concerns. He noted that timing is critical on this as the legislature moves forward. Supervisor D. L. Wilson requested the second whereas clause from the bottom be worded more strongly. Craig stated that counties were going to be requested to contact their legislators directly next week about the resolution and paint a picture of their county impacts

and the sense of urgency involved. In response to Supervisor Tommie Martin's comment from Senator Sylvia Allen, Craig said he has a meeting scheduled with her next week and will talk with her about her assistance. Supervisor Jim Palmer moved to approve Resolution No. 1-15 with the flexibility to change the wording as needed to strengthen the counties' position. Supervisor D. L. Wilson seconded the motion and the motion passed unanimously.

Transportation Advocacy

Todd Madeksza reported CSA continues to work with the chair of the Senate Transportation Committee to get on the agenda for next week.

Legislative Bills for Discussion

Administrative Procedures

1. [HB 2427 precinct lists; early ballot reports](#). Todd provided information on the bill and stated that AACo has voted to oppose it. Supervisor Ann English moved to oppose HB 2427. Supervisor Manny Ruiz seconded the motion and the motion passed unanimously.
2. [SB 1298 rules; counties; flood control districts](#). Todd explained he met with the bill sponsor who understands the counties' position, but is not willing to back down from the bill. Supervisor Mandy Metzger moved to oppose SB 1298. Supervisor Gary Watson seconded the motion and the motion passed unanimously.
3. [SB 1339 public records; unduly burdensome requests](#). Todd explained the bill and stated that CSA will continue to monitor it with the notation that it would be brought back before the LPC if it moves forward.

Tax Policy

4. [HB 2128 leased religious property; class nine](#). Dan Bogert noted this bill was previously brought before the LPC members. After discussion, Supervisor Manny Ruiz moved to oppose HB 2128. Supervisor Pete Rios seconded the motion and the motion passed unanimously.
5. [HB 2253 property tax assessments; one-year cycle](#). Todd noted this is a bill from assessors that AACo is running. CSA will continue to research and monitor.
6. [HB 2366 fire suppression; federal reimbursement](#). Todd provided background on the bill and stated it has been circulated to counties. Discussion ensued.
7. [HB 2538 special districts; truth in taxation](#). Dan explained this is similar to a bill from last year. CSA is working with county managers on it.

Courts and Criminal Justice

8. [SB 1315 incompetent and dangerous defendants; treatment](#). Kristin Cipolla explained the bill. It is on a Senate Judiciary Committee agenda next week. This is an issue of concern for the Pima County Attorney's Office. CSA has distributed it to the county managers for feedback. Supervisor Russell McCloud moved to oppose SB 1315 pending an amendment to the bill to shift the cost to the state. Supervisor Mandy Metzger seconded the motion and the motion passed unanimously.
9. [SB 1331 electronic data; metadata; prohibited collection](#). Todd provided information on the bill and suggested counties discuss it internally. CSA will continue to monitor it.

State Sovereignty

President Clint Hickman noted that counties discussed the following issues at length at the Summit, but the following bills were not brought forward by CSA.

10. [HB 2175 public rights-of-way; claims](#). Todd explained the bill and said it is moving.
11. [HB 2314 arizona wilderness protection](#). Todd indicated the bill sponsor is holding the bill.
12. [HB 2318 transfer of public lands compact](#). Todd explained the bill. CSA is monitoring it.
13. [HB 2321 public lands; conveyance and taxation](#). Todd stated that CSA had convened a working group after the Summit and asked the counties to look at the issue internally. He noted that Yuma County produced an excellent study and that the legislature does refer to that study. Discussion ensued. Supervisor Russell McCloud asked Todd to indicate to the legislature that there are concerns from counties due to the impact of the loss of PILT from this legislation. Supervisor Barry Weller moved to support HB 2658 and its proposed study committee. Craig suggested that bill be brought to the full board for discussion and Supervisor Weller agreed.

14. [HB 2580 county supervisors; jurisdiction; specialized expertise](#). Todd explained the bill. Supervisor Russell McCloud moved to support HB 2580. Supervisor Barry Weller seconded the motion. After further discussion, Supervisor McCloud withdrew his motion and Supervisor Weller withdrew his second with the understanding CSA will bring the issue to the full board.
15. [SB 1330 second amendment violations; prohibited activities](#). Kristin stated the bill passed Senate Federalism, Mandates and Fiscal Responsibility Committee this week and is scheduled for Senate Public Safety, Military and Technology Committee next Wednesday. CSA will bring the issue to the full board.

CSA Legislative Agenda

1. [HB 2349 flood control districts; administrative enforcement](#) (*Fann*). Todd reported the bill is scheduled on a Committee of the Whole calendar for Monday with a proposed amendment from the Arizona Rock Products Association. The amendment language will be circulated to the counties for review.
2. [HB 2363 county contributions; hospitalization; medical; repeal](#) (*Thorpe*). Todd stated the bill is assigned to the House Appropriations Committee, its second assigned committee, but has not yet been put on a calendar. He reported there is a financial impact on this bill and it could become part of the budget discussions.
3. [HB 2490 sexually violent persons; reimbursement; repeal](#) (*Carter*). Todd stated the bill is assigned to the House Appropriations Committee, but has not yet been put on a calendar. He reported there is a financial impact on this bill and it could become part of the budget discussions.
4. [SB 1145 restoration to competency; state costs](#) (*Griffin*). Dan reported it was heard in Senate Appropriations Committee this week. He thanked Carlos Rivera for going to the committee. It is scheduled for the Rules Committee next week. He reported it could become part of the budget discussions.
5. [SCM 1010 PILT program; SRS; full funding](#) (*Griffin*). Dan reported it passed Senate Federalism, Mandates and Fiscal Responsibility Committee with a technical correction last week; it passed Committee of the Whole this week and should be put on a Third Read calendar next.

Other Business

Supervisor Jim Palmer referred to an unintended consequence of last year's legislation on TPT reform and provided an example of how the collection of sales tax has shifted away from the retail level to the wholesale level that doesn't bode well for rural counties because the sales tax doesn't go on the county tax rolls.

In response to Supervisor Russell McCloud's statement that HB 2320 was an unfunded mandate, Craig replied that the bill has already been opposed by CSA but that it sounds like there needs to be mobilization on it with the counties.

Next Meeting Date and Time

President Hickman provided a reminder that next week's LPC meeting will be held in conjunction with the CSA Board of Directors meeting on Thursday, February 19, at 10:00 a.m. and then the next LPC meeting will be on Friday, February 27, at 9:00 a.m. He thanked everyone for their attendance and provided a reminder that the meeting with the Governor's policy advisors will be at 1:30 p.m.

Adjournment

There being no further business, President Clint Hickman adjourned the meeting at 12:42 p.m.



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

Revised

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

February 13, 2015

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association

1905 W. Washington St.

Phoenix, AZ

PLEASE NOTE ALTERNATE START TIME

11:30 a.m. Call to Order ~ *President Clint Hickman*

- 1) Approval of the Minutes of the February 6, 2015, Legislative Policy Committee Meeting
(*Previously Distributed*)
- 2) Governor's Budget Recommendation Report / JLBC Baseline Budget
 - 1) Consideration of Resolution No. 1-15: Urging The Governor And Arizona State Legislature To Reduce And Limit The Duration Of Cost Shifts To Counties And Provide Counties With The Necessary Tools To Manage Any Financial Consequences Of State Action.
- 3) Transportation Advocacy
- 4) Legislative Bills for Discussion
Administrative Procedures
 - 1) [HB 2427 precinct lists; early ballot reports](#) (*Barton*)
 - 2) [SB 1298 rules; counties; flood control districts](#) (*Griffin*)
 - 3) [SB 1339 public records; unduly burdensome requests](#) (*Shooter*)Tax Policy
 - 4) [HB 2128 leased religious property; class nine](#) (*Mitchell*)
 - 5) [HB 2253 property tax assessments; one-year cycle](#) (*Mitchell*)
 - 6) [HB 2366 fire suppression; federal reimbursement](#) (*Thorpe*)
 - 7) [HB 2538 special districts; truth in taxation](#) (*Mitchell*)Courts and Criminal Justice
 - 8) [SB 1315 incompetent and dangerous defendants; treatment](#) (*Driggs*)
 - 9) [SB 1331 electronic data; metadata; prohibited collection](#) (*Ward*)State Sovereignty
 - 10) [HB 2175 public rights-of-way; claims](#) (*Finchem*)
 - 11) [HB 2314 arizona wilderness protection](#) (*Barton*)
 - 12) [HB 2318 transfer of public lands compact](#) (*Barton*)
 - 13) [HB 2321 public lands; conveyance and taxation](#) (*Barton*)
 - 14) [HB 2580 county supervisors; jurisdiction; specialized expertise](#) (*Campbell*)
 - 15) [SB 1330 second amendment violations; prohibited activities](#) (*Ward*)
- 5) CSA Legislative Agenda
 - 1) [HB 2349 flood control districts; administrative enforcement](#) (*Fann*)
 - 2) [HB 2363 county contributions; hospitalization; medical; repeal](#) (*Thorpe*)
 - 3) [HB 2490 sexually violent persons; reimbursement; repeal](#) (*Carter*)
 - 4) [SB 1145 restoration to competency; state costs](#) (*Griffin*)
 - 5) [SCM 1010 PILT program; SRS; full funding](#) (*Griffin*)
- 6) Next Meeting Date and Time (*Thursday, February 19, at 10:00 a.m.; then Friday, February 27, at 9:00 a.m.*) **PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING**
- 7) Other Business
- 8) Adjourn