



Cochise County Board of Supervisors

Public Programs...Personal Service
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RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, November 3, 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 acceptance of Quit Claim Deed from Melvin H. and Susana Sherwood (Grantors) to Cochise County for real property described as "The Northwest quarter of the Southwest quarter of Section 5, Township 19 North, Range 32 East of the Gila and Salt River Meridian, as filed in the office of the County Recorder, Cochise County, Arizona" (APN 402-66-005) as recommended by the Highway & Floodplain Division and the County Attorney's Office.
2. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Robert Barnes for Turquoise Valley Golf Course located at 1794 W. Newell St, Naco, AZ 85620
3. Approve a letter of support to Mr. Mark A. Rose, Director, Department of Agriculture, Natural Resources Conservation Service, for the Fort Huachuca Sentinel Landscape Conservation, Resource Conservation Partnership Program (RCPP) proposal.

Finance

4. Approve demands and budget amendments for operating transfers.

ACTION

Board of Supervisors

5. Adopt Resolution 15-26 regarding Cochise County's 2016 State of Arizona Legislative Priorities.

County Sheriff

6. Approve agreement for services between Cochise County and H5 Production, INC., an Arizona Corporation to provide the Sheriff's Office with helicopter services for calendar year 2016 in the amount of \$1,508,413.60.

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 JAMES E. VLAHOVICH, 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**Board of Supervisors****Meeting Date:** 11/03/2015

Acceptance of Parcel from Sherwood as a donation to the County

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** 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 acceptance of Quit Claim Deed from Melvin H. and Susana Sherwood (Grantors) to Cochise County for real property described as "The Northwest quarter of the Southwest quarter of Section 5, Township 19 North, Range 32 East of the Gila and Salt River Meridian, as filed in the office of the County Recorder, Cochise County, Arizona" (APN 402-66-005) as recommended by the Highway & Floodplain Division and the County Attorney's Office.

Background:

Mr. Sherwood reached out to the County to donate a piece of property he no longer had any use for. Through the land donation process the parcel gets reviewed by Highways, Planning, Facilities, and Solid Waste to research if it is useful for the county. The Highways Division recommended acceptance of the land donation because it would be useful to Highways operations as a material storage site and went through the Attorney's Office for legal procedure. After proper paperwork was put together we reached out to Mr. and Mrs. Sherwood who signed all needed documents to move forward with the donation.

Department's Next Steps (if approved):

Record Quit Claim Deed to ensure property is in County's name.

Impact of NOT Approving/Alternatives:

The County will not acquire the parcel.

To BOS Staff: Document Disposition/Follow-Up:

Record Quit Claim Deed.

Attachments

QuitClaimDeed

Exempt pursuant to
A.R.S. 11-1134.A.3

QUIT CLAIM DEED

For valuable consideration, **Melvin H. Sherwood and Susana Sherwood**, husband and wife, hereafter called the Grantor(s), hereby quit claims to **Cochise County**, State of Arizona, hereafter called the Grantee(s), all of our interest in the following real property together with all rights and privileges appurtenant thereto, to wit:

The Northwest quarter of the Southwest quarter of Section 5, Township 19 North, Range 32 East of the Gila and Salt River Meridian, Cochise County, Arizona; also known as PARCEL No. 62 per Docket 1149, page 583, records of Cochise County, Arizona;

EXCEPTING all rights for minerals, oils, coal and gas.

**SUBJECT TO easements as shown of record in Docket 1149, page 583.
APN 402-66-005**

IN WITNESS WHEREOF, this instrument has been duly signed and executed this ____ day of _____, 2015.

Melvin H. Sherwood

Susana Sherwood

STATE OF _____)
 : ss.
County of _____)

This instrument was duly acknowledged before me this ____ day of _____, 2015, by Melvin H. Sherwood and Susana Sherwood, for the purpose and consideration herein contained.

My Commission Expires:

Notary Public

ATTEST:

ACCEPTANCE:

Arlethe G. Rios, Clerk of the Board

Patrick Call, Chairman
Board of Supervisors

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 11/03/2015

Permanent Extension of Premises for Turquoise Valley Golf Course

Submitted By: Barbara Muenchow, 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 an application for a Permanent Extension of Premises liquor license submitted by Mr. Robert Barnes for Turquoise Valley Golf Course located at 1794 W. Newell St, Naco, AZ 85620

Background:

Mr. Robert Barnes has applied for a Permanent Extension of Premises/Patio liquor license for Turquoise Valley Golf Course located at 1794 W. Newell St, Naco, AZ 85620. The extension of premises/patio is permanent and will cover the entire property. The Sheriff's Office and Planning and Zoning have recommended approval of the application. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

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

Application



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

☒ Permanent change of area of service. **A non-refundable \$50. fee will apply.** Specific purpose for change:

Golf Course is now 18 Holes on ~200 Acres.

☐ Temporary change for date(s) of: ___/___/___ through ___/___/___ list specific purpose for change:

1. Licensee's Name: Turquoies Valley, Inc. License#: 06020012

Last
First
Middle
2. Mailing address: 1794 W. Newell St., Naco, AZ 85620

Street
City
State
Zip Code
3. Business Name: Turquoise Valley Golf Course
4. Business Address: 1794 W. Newell St., Naco, AZ 85620

Street
City
State
Zip Code
5. Email Address: rbuspc@gmail.com
6. Business Phone Number: 520-432-3091 Contact Phone Number: 520-432-3091
7. Is extension of premises/patio complete?
☐ N/A ☒ Yes ☐ No If no, what is your estimated completion date? ___/___/___
8. Do you understand Arizona Liquor Laws and Regulations?
☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?
☐ Yes ☒ No
10. Have you received approved Liquor Law Training?
☒ Yes ☐ No
11. What security precautions will be taken to prevent liquor violations in the extended area? This is a Golf Course - The extension is on the Golf Course, all AZ Liquor Control Laws will be followed.

2015 OCT 23 A 8:14

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premise, along with the new extended area.

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

☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

I, (Print Full Name) **Robert R. Barnes**, hereby declare that I am a CONTROLLING PERSON/ AGENT
Controlling Person / Agent

filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature)

Controlling Person / Agent

State of Arizona County of Cochise
the foregoing instrument was acknowledged before me this

22 of October 2015
Day Month Year

My commission expires on: 5-15-2017



CARMEN SERRANO
Notary Public - State of Arizona
COCHISE COUNTY
My Commission Expires May 15, 2017

Carmen Serrano
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and before submitting to the Department of Liquor, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

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

Authorized Signature

Title

Agency

Date

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

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

SECS 18 & 19

TN. 24

RG. 24

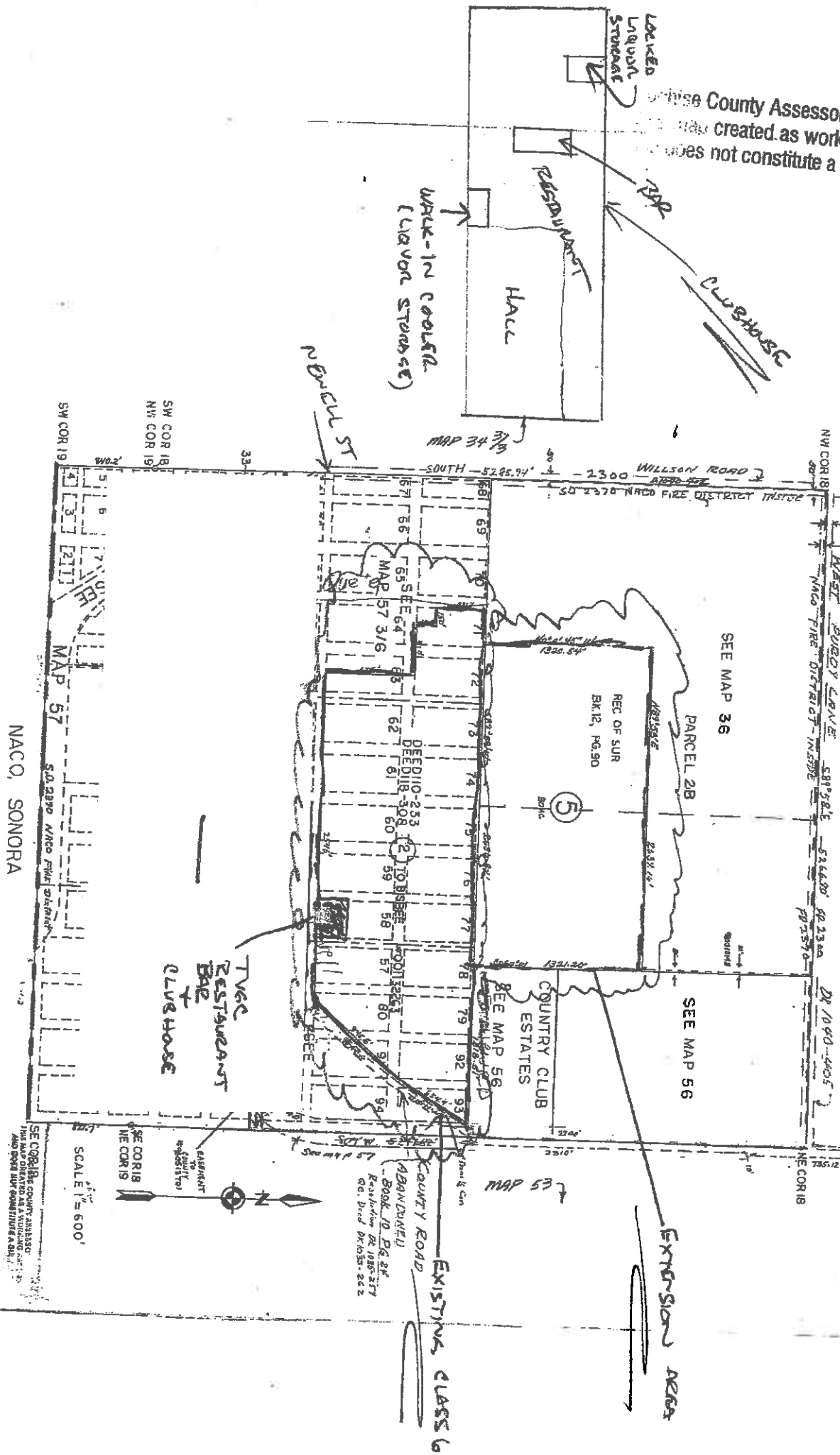
BOOK 102

MAP 55

PD 2570

TURBOISE VALLEY, INC
CLASS 6 PREMISES MAP

Sevier County Assessor
This map created as working record
does not constitute a survey



COUNTY ASSESSOR'S MAP

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 11/03/2015

Letter in support of Arizona Land and Water Trust's 2016 Resource Conservation Partnership Program (RCPP) Application

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** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve a letter of support to Mr. Mark A. Rose, Director, Department of Agriculture, Natural Resources Conservation Service, for the Fort Huachuca Sentinel Landscape Conservation, Resource Conservation Partnership Program (RCPP) proposal.

Background:

The proposal focuses on conserving and restoring key private, working lands near the U.S. Army's Fort Huachuca in southeastern Arizona. Since Fort Huachuca has been designated a Sentinel Landscape through a partnership between the Departments of Defense, Agriculture and Interior, we believe RCPP funding will further advance implementation of various conservation efforts in a collaborative fashion with key partners in this important region. Because Fort Huachuca is a significant contributor to the southeastern Arizona economy, enhancing Fort Huachuca's ability to sustain its missions can only improve the economic outlook of this region. The conservation and restoration of working lands within the Electronic Testing Range ETR will help sustain one of Arizona major economic drivers.

Department's Next Steps (if approved):

Mail letter to the appropriate offices.

Impact of NOT Approving/Alternatives:

The County would not join in this request.

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

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

1:

Fund Transfers
Attachments

Letter of Support



Cochise County Board of Supervisors

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

RICHARD R. SEARLE
Chairman
District 3

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County Administrator

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ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

November 3, 2015

Mr. Mark A. Rose,
Director, Financial Assistance Programs Division
Department of Agriculture, Natural Resources Conservation Service
P.O. Box 2890
Washington, DC 20013-2890

Re: Letter of Support for Arizona Land and Water Trust's 2016 Resource Conservation Partnership Program (RCPP)
Application (Fort Huachuca Sentinel Landscape Conservation RCPP Proposal)

Dear Mr. Rose,

Cochise County would like to provide this letter of support for the Fort Huachuca Sentinel Landscape Conservation RCPP proposal. The proposal focuses on conserving and restoring key private, working lands near the U.S. Army's Fort Huachuca in southeastern Arizona. Since Fort Huachuca has been designated a Sentinel Landscape through a partnership between the Departments of Defense, Agriculture and Interior, we believe RCPP funding will further advance implementation of various conservation efforts in a collaborative fashion with key partners in this important region.

The primary focus of this RCPP is to bring together partners in the region, enhancing the individual projects and efforts overall impact on the larger landscape scale, seeking to restore and conserve key agricultural lands. The proposed project area contains significant working landscapes and natural resources, including the San Pedro River and its tributaries, with a focus on the Babocomari River, native grasslands, and the Chihuahuan and Sonoran deserts. This area is important for its open space, agriculture, historic working ranches, and its contribution to our western heritage.

This proactive land and water protection project will significantly contribute to maintaining an unrestricted mission environment at Fort Huachuca ("Fort"). The Fort is a critical military asset, home to, among others: U.S. Army Intelligence Center of Excellence, which trains Army intelligence personnel; the largest Unmanned Aircraft System (UAS) training center in the world; and the Army's Buffalo Soldier Electronic Testing Range (ETR). The mission of Fort Huachuca cannot be replicated elsewhere. Conserving land within Fort's restricted airspace and ETR helps support the continuation of over 100,000 annual military flight operations and reduces electronic interference.

Arizona is one of the fastest growing states in the country and growth of residential and commercial development is rapidly increasing around Fort Huachuca. This growth limits the use of airfields and training areas and threatens the continued viability of missions at the installation. Because Fort Huachuca is a significant contributor to the southeastern Arizona economy, enhancing Fort Huachuca's ability to sustain its missions can only improve the economic outlook of this region. The conservation and restoration of working lands within the ETR will help sustain one of Arizona major economic drivers.

For the aforementioned reasons Cochise County supports the Fort Huachuca Sentinel Landscape Conservation RCPP. Fort Huachuca and the historic working ranches that will benefit from this proposal are important to the economy as well as the people and culture of Southern Arizona.

Sincerely,

Richard Searle, Chairman
Cochise County Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 11/03/2015

Demands

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 n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

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**Board of Supervisors****Meeting Date:** 11/03/2015

Adopt Resolution for 2016 State of Arizona Legislative Priorities

Submitted By: Lisa Marra, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2**NAME of PRESENTER:** Jim Vlahovich **TITLE of PRESENTER:** County Administrator**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Adopt Resolution 15-26 regarding Cochise County's 2016 State of Arizona Legislative Priorities.

Background:

Each year the Board of Supervisors works with the County Supervisors Association (CSA) to establish legislative priorities for the upcoming session. Supervisor Searle attended the recent CSA summit in Lake Havasu and the CSA Board of Directors established several priorities for Arizona Counties. One of those focused on restoring the counties to fiscal health.

Department's Next Steps (if approved):

Adopt and execute Resolution, draft cover letter, mail a copy of the Resolution to each of our State legislators.

Impact of NOT Approving/Alternatives:

Cochise County will not have a formal Resolution in place supporting our legislative priorities.

To BOS Staff: Document Disposition/Follow-Up:

Record Resolution, and return one executed copy to Lisa Marra, Communications and Community Relations Administrator.

AttachmentsResolution

RESOLUTION 15-26
REGARDING 2016 LEGISLATIVE PRIORITIES

WHEREAS, actions by state government since 2009 have impacted Cochise County by more than \$8.9 million; and

WHEREAS, these actions have resulted in over \$4.3 million in diverted road maintenance funds, \$1.8 million in lost revenue, and \$2.8 million in program shifts, including increasing the county share of justices of the peace salaries and requiring counties to fund state agencies; and

WHEREAS, these cost shifts caused significant financial distress for Cochise County, which is already reeling from the negative financial impacts of the economic downturn and slow recovery; and

WHEREAS, the current structure of the Public Safety Personnel Retirement System (PSPRS) is unsustainable and is placing growing pressure on Cochise County taxpayers; and

WHEREAS, the shifting of state agency costs to counties is both an inappropriate use of county taxpayer dollars and an ineffective governance model, forcing county taxpayers to subsidize a state run agency with no county managerial oversight; and

WHEREAS, Cochise County has neither the financial capacity to pay for additional state costs, nor the statutory ability to control costs of state administered programs the county is required to fund; and

WHEREAS, Cochise County also faces significant risk from the uncertain funding status of federal programs, including the Payment in Lieu of Taxes and Secure Rural Schools programs; and

WHEREAS, Cochise County's financial condition continues to be suppressed by a fourth straight year of declining Net Assessed Value; and

WHEREAS, it is critical to Cochise County that the state works to eliminate these cost shifts and revenue reductions in the FY 2017 budget, with the goal of reestablishing a sustainable financial model for the county,

NOW, THEREFORE, BE IT RESOLVED that the Arizona State Legislature is hereby implored to:

RESOLUTION 15-26

Re: Regarding 2016 Legislative Priorities

Page | 2

- Engage with stakeholders to create a viable, long-term funding and benefit structure in PSPRS that addresses the needs of public safety professionals while protecting the interests of taxpayers; and
- Eliminate mandated county payments to state agencies, including the Arizona Department of Juvenile Corrections, the Arizona Department of Revenue, and the Arizona State Hospital; and
- Engage with counties and other stakeholders to find a mutually beneficial solution that protects both the state and local governments from uncapped liabilities associated with the 1 Percent Constitutional Property Tax Cap while allowing for budget flexibility to respond to constituent needs; and
- Eliminate the local government HURF transfers in the state budget, identify and enact revenue enhancements for the existing HURF distribution system, and pursue policies that improve efficient utilization of transportation resources; and
- Eliminate, fully fund, or require the political parties to pay for the costs associated with the Presidential Preference Election; and
- Restore, in statute, the county share of lottery funds to provide a stable source of revenue for county operations; and
- Continue to include authority for counties to access restricted funds through flexibility language to allow counties the ability to most efficiently manage taxpayer funds;

Thereby providing Cochise County and all Arizona counties with the financial stability necessary to continue providing mandated state services to local residents.

APPROVED AND ADOPTED this ___ day of November, 2015.

Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:

Elda Orduno

Britt W. Hanson,
Chief Civil Deputy County Attorney

Action 6.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 11/03/2015

Sheriff's Office Helicopter Support

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 3
Submitted for Signature:

NAME Mark P. Genz
of PRESENTER:

TITLE Commander
of PRESENTER:

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

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

Information

Agenda Item Text:

Approve agreement for services between Cochise County and H5 Production, INC., an Arizona Corporation to provide the Sheriff's Office with helicopter services for calendar year 2016 in the amount of \$1,508,413.60.

Background:

The Howard G. Buffet Foundation has offered to provide a grant in the amount of \$1,508,413.60 to lease helicopter services for the Sheriff's Office from H5 Productions INC. The purpose of the helicopter is to provide public safety, mission related support to the Sheriff's Office. This grant will pay for all costs associated with the service. The aircraft will be located at the Sierra Vista Airport. Sheriff's Office Deputies as well as Sierra Vista Police Officers (IGA in place), will fly the law enforcement role as a crew member. Flights will be conducted only during daylight hours. Requests from other agencies within the county in regard to support for law enforcement missions will be accommodated if at all possible. There are forty (40) hours of flight time per month provided by the grant funding. The grant provides funding for on-call, overtime and Employee Related Expenses for the personnel costs. Through the contract agreement, H5 provides the aircraft, insurance, pilots, maintenance and any other costs of the program relating to the aircraft. There is no cost to the county for this program. This contract has been approved as to form by the County Attorney's Office.

Department's Next Steps (if approved):

Prepare for the helicopter support beginning 1 January 2016. Training will be provided to crew members during the December timeframe.

Impact of NOT Approving/Alternatives:

Rapid air support for law enforcement missions throughout the county will not be available. There is no other funding source for this type of support. Due to the vast size of the county and remote locations, having a rapidly deployable asset is of extreme importance.

To BOS Staff: Document Disposition/Follow-Up:

Please return all three signed originals to the Sheriff's Office so that the contracts can be sent to H5, the Howard Buffet Foundation and the County and the program can be initiated.

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

H5 Helicopter Contract

H5 Grant Approval Form

AGREEMENT FOR SERVICES
between COCHISE COUNTY
and
H5 Productions, INC., an Arizona Corporation

THIS AGREEMENT ("Agreement") for helicopter services is made this 3rd day of November, 2015, by and between Cochise County, a political subdivision of the State of Arizona ("County"), and H5 Productions, INC., an Arizona corporation, ("H5").

RECITALS

A. WHEREAS, County has identified an opportunity to improve upon its steadfast commitment to the safety and wellbeing of its citizens by entering into this Agreement with H5 to provide air support to the Cochise County Sheriff's Office ("Sheriff").

B. WHEREAS, County and H5 have agreed to work cooperatively to provide Sheriff with helicopter services in furtherance of its core mission of ensuring the safety and wellbeing of its citizens.

AGREEMENT

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

H5 Services and Costs:

- 1.1 **Services:** Cost and Description of Services. H5 will provide Sheriff with the air support of an Airbus AS350-B2 Helicopter.
- 1.2 In accordance with Federal Aviation Administration regulations, the pilot in command of the aircraft shall have the complete power and authority to make all decisions concerning the suitability of weather and landing areas, condition of the aircraft for flight, and all other factors affecting flight safety and will at all times maintain operational control of the aircraft.
- 1.3 H5 shall be responsible for all communication activities related to airspace operation.
- 1.4 **Cost:** The cost of this service shall be as follows:

H5 shall provide a base amount of forty (40) flight hours of flight time a month at a cost to County of Ninety Two Thousand, Five Hundred Twenty One Dollars (\$92,521) per month. This amount includes all costs and expenses associated with aircraft maintenance, aircraft insurance with County endorsed on the policy as an actual insured party, pilots, mechanics, wages to include all state and federal taxes, an Automatic Flight Following and an aviation supervisor. Fuel,

paid for separately by the county for the base amount of Forty (40) flight hours, will be an estimated additional cost to County in the amount of Six Thousand, Four Hundred Dollars (\$6,400) per month. The total cost to County for the base amount of Forty (40) flight hours per month will be Ninety Eight Thousand, Nine Hundred Twenty-One Dollars (\$98,921). The Parties recognize that fuel costs referenced above are estimates only and are subject to change.

Any hours flown over the basic 40 hours per month will be an additional cost to the county in the amount of Nine Hundred Dollars (\$900) per hour. Fuel costs for the additional hours are the responsibility of the county. This amount includes all costs and expenses associated with aircraft maintenance, aircraft insurance, pilots, mechanics, wages to include all state and federal taxes, an Automatic Flight Following and an aviation supervisor.

1.5 The monthly payment from County to H5 will be due on the first (1st) each month. Late fees will start on the fifth (5th) of the month at 1% of the total monthly leasing cost.

1.6 Scheduled Air Unit operations will be 7 days per week (Monday through Sunday) – hours of operations 7:00am to 5:00pm.

2. Services Provided by COUNTY:

2.1 The County will provide at least one (1) Arizona Certified Peace Officer for every flight to observe and to communicate information back to ground units and dispatch.

2.2 The County will provide flight following dispatch and communication services through the Sheriff's Office. Such personnel provided by County shall be either employees or contractors of County and under the control of County.

3. Utilization of Corporate Identity or Likeness:

3.1 The County and H5 will use reasonable efforts to participate in mutually-beneficial public relations and marketing activities. Neither the County nor H5 will utilize the other's markings or identities without written permission from the other Party.

4. Relationship of the Parties:

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

5. Agreement Duration:

5.1 Subject to Section 10.3, this Agreement shall be in effect for a period of Fourteen (14) months, commencing November 3, 2015 and terminating close of business on December 31, 2016 ("Term"). The November and December 2015 time period is for start-up activities. The Forty (40) hour per month helicopter support will begin on 1 January 2016.

6. Representations, Warranties and Covenants of H5:

H5 hereby represents, warrants, and covenants as follows:

- 6.1 **Organization:** H5 is an incorporated company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- 6.2 **Authorization:** The execution, delivery and performance of H5 to this Agreement has been authorized by all necessary corporate action on the part of H5.
- 6.3 **H5's compliance with the Federal Aviation Administration (hereinafter FAA):** H5 will conduct all flight operations under a PAO (Public Aircraft Operations) Use and shall comply with certain operating rules of the NAS (National Airspace System) as published in Advisory Circular (AC No. 00-1.1A) reference: 7.f. FAA regulations for PAO and 8.c.(2) (e.g. 14 CFR & Part 91:119, minimum safe altitudes: General). H5 represents that each aircraft, pilot and mechanic is properly licensed, certified and meets the minimum requirements as set forth in the applicable FAA regulations. H5 will defend, save, hold harmless and indemnify County and any affiliated County participants to the fullest extent under the law from any and all liability, direct or indirect, including legal defense costs arising from any act(s) and/or omission(s) of H5 and/or H5's employees, agents, or contractor(s) in connection with the rights and duties arising from this provision. H5 shall pay the legal defense costs as a part of the indemnity obligation to include any judgment amounts awarded.

7. Representations, Warranties and Covenants of County:

The County hereby requests, warrants and conveys as follows:

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

8. H5 and County Insurance Requirements

- 8.1 **Policies and Amounts:** H5, during this Term or any extended Term of the Agreement, shall maintain the following minimum insurance coverage, which policy/ies shall endorse County as an actual insured party:

- (a) All risk ground and flight aircraft hull insurance,. This insurance coverage shall waive the right of subrogation against the County. H5 agrees to provide copies of all insurance agreements to the County. These copies shall be made available within five (5) days of demand.
 - (b) Aircraft liability insurance covering injuries to passengers or third (3rd) parties and damage to property in an amount not less than Ten Million Dollars (\$10,000,000) for any one accident or a series of accidents that arise out of any one event.
 - (c) Worker's Compensation Insurance for its employees at Arizona statutory limits.
 - (d) With the exception of Worker's Compensation Insurance, to the extent of H5's Indemnification Obligation, the County shall be named as the additional insured party on each and every one of H5's policies described in paragraph (b) above, to the full limits available. H5 insurance coverage shall be primary insurance and non-contributory, with respect to all other available sources.
- 8.2 The County shall, during the Term or any extended Term, maintain Workers' Compensation Insurance is for its employees at the Arizona statutory limits.

9. Indemnification.

- 9.1 H5's Indemnification Obligations: H5 agrees that it shall, to the fullest extent under the law, defend, protect, indemnify and hold the County harmless, its respective directors, officers, agents, employees, representatives and agents from every kind or character of damages, losses, liabilities, expenses, demands, or claims (collectively, "Losses") arising out of, connected with, incident to, resulting from, or relating to the performance of flight services while this Agreement, or the operation of the program after the effective date, to the extent such Losses are caused by the negligence or fault of any member of H5, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of the County.
- 9.2 County's Indemnification Obligations: The County agrees to defend, protect indemnify and hold harmless H5, its subsidiaries, affiliates and subcontractors, as well as their respective directors, officers, agents, employees, representatives, and agents for losses to the extent and only to the extent that such losses are directly related and caused by the negligence or fault of any employee of the County.
- 9.3 Limitations: Neither H5 nor the County shall indemnify the other Party for any losses resulting from the willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract; the indemnification obligations shall not be reduced by any insurance coverage or insurance proceeds a Party may have with respect to a claim.

- 9.4 **Procedures:** Upon written request by a Party entitled to indemnification pursuant to this section (hereinafter the "Indemnatee"), the other Party (hereinafter the "Indemnitor") shall pay the reasonable expenses incurred in defending any claim in advance of its final disposition. The County or H5 shall promptly notify the other Party of the existence of any claim, or the threat of any claim, to which the indemnification obligations might apply. The Indemnitor shall select, manage and pay the legal defense costs as part of the indemnity obligation, including any judgment amounts awarded. Each Indemnatee shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the Indemnitor of any obligation hereunder. The Indemnatee shall cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and any settlement of a claim.
- 9.5 **Duration:** The Indemnification Obligations shall continue for a period of no longer than two (2) years after the termination of this Agreement.
10. **Termination:** The County hereby reserves the right to terminate this Agreement for any of the following:
- 10.1 Loss or reduction of private donation monies specifically designated for this Agreement.
- 10.2 Failure of H5 to comply with any of the terms and conditions as set forth above.
- 10.3 Disregard of or citation for violations of state, local or federal laws or regulations applicable to H5.
11. **Arbitration:** The Parties hereby agree to make a good faith effort to resolve any controversy or claim through arbitration pursuant to A.R.S. § 12-1518.
12. **Miscellaneous.**
- 12.1 **Non-discrimination:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
- 12.2 **Conflict of Interest:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
- 12.3 **Inspection and Audit:** H5 agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
- 12.4 **Public Records Law:** Notwithstanding any other provision of the agreement, 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.
- 12.5 **Force Majeure:** Neither Party shall be liable to the other Party for the failure to perform its respective obligations, including payment, under this Agreement, to

the extent that such failure results from cases beyond the non-performing Party's reasonable control, including, and without limitation, such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively "force majeure"). If either party is unable to perform as a result of force majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of force majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other party.

- 12.6 Default: A material breach by either Party of any representation, warranty or covenant contained in this Agreement or the failure of either Party to comply with any material terms or conditions set forth in this Agreement shall constitute a default.
- 12.7 Termination: This Agreement shall terminate and, except as otherwise set forth herein, shall be of no further force and effect forty-five (45) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"), unless the non-defaulting Party cures the Default prior to the expiration of the Cure Period. Further, this Agreement may be terminated by reason of Force Majeure, as set for in Section 12.1 above.
- 12.8 Severability: In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.
- 12.9 Proprietary Information: H5 shall cause its employees, agents and affiliates to hold as confidential all criminal history information and all information relating to County's business and the terms and conditions of this Agreement. County shall cause its employees, agents and affiliates to hold confidential all information relating to H5's business and the terms and conditions of this Agreement, except as otherwise required under Arizona Public Records Law.
- 12.10 Assignment: Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 12.11 Waiver: The waiver by one Party of any breach or failure of the other Party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.
- 12.12 Entire Agreement: This Agreement and any exhibits or schedules attached thereto or referenced herein, represent the entire Agreement between the Parties. All other prior agreements being merged herein and this Agreement shall not be modified except in writing signed by the Party against whom such modification is sought to be enforced.
- 12.13 Governing Law: This Agreement shall be governed and construed construed in accordance with the laws of the State of Arizona.

- 12.14 Notice: All notices relating to this Agreement shall be deemed delivered when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other addresses as may be given in writing from time-to-time:

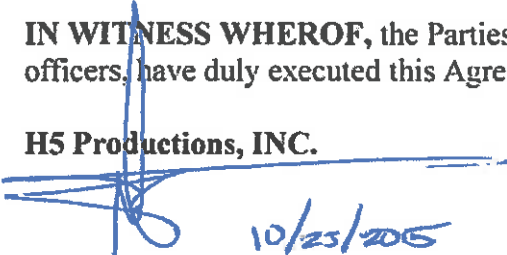
To: Cochise County Sheriff
ATTN: Mark J. Dannels
205 North Judd Drive
Bisbee, AZ 85603
mdannels@cochise.az.org
AND

H5 Productions, LLC
ATTN: Mitch Kelldorf
16114 North 81st Street
mitch@h5productions.com

- 12.15 E-verify: To the extent applicable under A.R.S. § 41-4401, each Party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party.
- 12.16 Recitals: The recitals contained in the first portion of this Agreement are made an integral part of this Agreement.
- 12.17 This Agreement is contingent upon County receipt of monies specifically donated and designated for this purpose. In the event those monies are no longer available, this Agreement shall terminate immediately with no liability to County.

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

H5 Productions, INC.



Mitch Kelldorf
H5 Productions, INC.
An Arizona Limited Liability Company

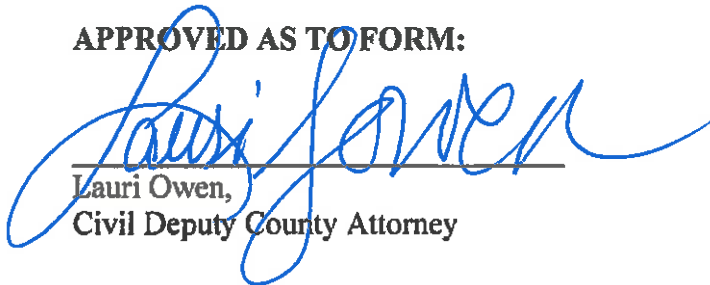
COCHISE COUNTY

By: _____
Pat Call, Chairman
Board of Supervisors

ATTEST:

Arlene G. Rois, Clerk
Board of Supervisors

APPROVED AS TO FORM:



Lauri Owen,
Civil Deputy County Attorney

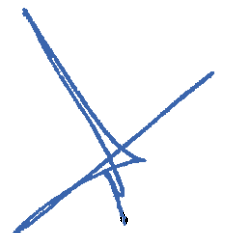


Exhibit A 2015/2016

Aircraft: \$97,639.60/month X 12 Months = \$1,171,675.20 (includes flight hours, mechanic, maintenance and program administration to include hangar/ office costs)

Fuel: 520 hrs @ 40 gallons/hour = 20,800 gallons X \$4.00 = \$83,200.00

(480 year 2016 hours plus 40 hours pilot flight training November and December 2015)

Phase 1: \$ 31,750.00

Phase 2: \$ 80,754.20

Phase 3: \$ 63,754.20

Phase Total: \$176,258.40

Personnel:

12 months X 40 hours/month = 480 hours X \$60.00 = \$28,800/year actual flight time OT

480 hours (30 minutes pre and 30 minutes post flights) = \$28,800/year OT

365 days on-call X 12 hours/day = 4380 hrs X 2 LEO's = 8,760 hours X \$2.00 = \$17,520

Training (December) 3 hours X 12 LEO's X \$60 = \$2,160

Personnel Total: \$77,280/year

Costs/year

Aircraft 2016 \$ 1,171,675.20

Phase 1,2,3 (set-up) \$ 176,258.40

Total Aircraft \$ 1,347,933.60 (includes pilot holiday/weekend approved 102215)

Fuel: \$ 83,200 (6400 for November/December pilot training)

Personnel: \$ 77,280

Total: \$ 1,508,413.60

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

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:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.