



Cochise County Board of Supervisors

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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, August 30, 2016 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. Ratify the signature of Chairman Searle and approve Airport Improvement Plan Grant Offer #3-04-0013-010-2016 from the Federal Aviation Administration (FAA) in the amount of \$77,233 with a local match share of \$3,791 for the Reconstruction of Taxiway 1, Phase 1, Design only at the Bisbee-Douglas International Airport.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of August 16, 2016.

Community Development

3. Accept the County Engineer's recommendation to establish Camino de Manana as a declared County Highway and set a Public Hearing for September 27, 2016.
4. Approve demands over six months to Arizona Department of Corrections in the amount of \$12,309.74 for inmate transportation.

County Sheriff

5. Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for critical mission use of H5 Production Air Support effective August 30, 2016 to August 30, 2017.
6. Approve Contract Agreement 2016-063 between the Arizona Department of Public Safety (DPS) and the Cochise County Sheriff's Office in the amount of \$1,000,000 from DPS for the construction of the Cochise County Regional Communications Center effective August 30, 2016 to June 30, 2017.
7. Approve Intergovernmental Agreement (IGA) 2016-107 between the Arizona Department of Public Safety (DPS) and the Cochise County Sheriff's Office to hire five new deputies for the Border Strike Force Bureau effective August 30, 2016 to June 30, 2017 with automatic annual renewal options through June 30, 2021.

County Treasurer

8. Adopt Resolution 16-24 authorizing Cochise County Treasurer to collect and disburse the property taxes for 2016.

Elections & Special Districts

9. Approve six Intergovernmental Agreements (IGA)s between the Cochise County Elections & Special Districts Department and the cities of: Benson, Bisbee, Huachuca City, Sierra Vista, Tombstone, and Willcox for Elections Supplies and Services effective August 1, 2016 through December 31, 2017.

Finance

10. Approve demands and budget amendments for operating transfers.

Health & Social Services

11. Approve an Intergovernmental Agreement (IGA) Contract No. ADHS 13-049245, Amendment #1, County Tuberculosis Control Program between the Arizona Department of Health Services and the Cochise County Health Department for the period of 7/1/2013 to 06/30/2018 in the amount of \$12,000.

Information Technology

12. Approve an Intergovernmental Agreement (IGA) with the Arizona Board of Regents on behalf of the University of Arizona, Arizona Public Media for the installation of an FM Radio Antenna on a county-owned tower effective from August 30, 2016 through August 30, 2041.

Solid Waste

13. Approve demands over six months to Arizona Department of Corrections in the amount of \$3,361.77 for inmate transportation costs.

ACTION

Board of Supervisors

14. Adopt a six-level broad-banded pay structure for Cochise County positions.
15. Approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees.

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

Consent 1.
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016
Ratify FAA Grant Offer for BDI Airport to Reconstruct Taxiway A - Design only
Submitted By: Lisa Marra, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 3
TITLE of PRESENTER: Community Relations Administrator
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Lisa M. Marra
Mandated Function?: Not Mandated

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 the signature of Chairman Searle and approve Airport Improvement Plan Grant Offer #3-04-0013-010-2016 from the Federal Aviation Administration (FAA) in the amount of \$77,233 with a local match share of \$3,791 for the Reconstruction of Taxiway 1, Phase 1, Design only at the Bisbee-Douglas International Airport.

Background:

The FAA required an expedited return of this grant agreement due to their funding cycle. That short time frame did not allow for this item to be placed on the agenda prior to deadline of return of the executed contract, 8/19/16. Failure to return the grant acceptance by their deadline would have resulted in loss of project funds.

This project has been listed in the five-year Airport Capital Improvement Plan (ACIP) since 2011. The County submitted a project application to the Federal Aviation Administration (FAA) in December 2015 for the first phase of this work, which is to reconstruct taxiway A, Phase 1, A2-A3 approximately 1100' x 35' Design only. Actual construction will follow in the next two years at an approximate cost of \$480,000 total with a 5% match from the County and matching funds from the Arizona Dept. of Transportation (ADOT).

The Procurement Department has secured an acceptable bid for the design work from Armstrong Consultants, Inc., who is the consultant under contract to perform airport work. FAA and ADOT have approved this contract award for the design work.

The Arizona Dept of Transportation Aeronautics Division (ADOT) will also issue a grant to match the County share in the amount of \$3,791. A separate grant agreement will be issued by them when the FAA grant is accepted. This project does not allow administration or overhead costs, as most of that is covered under the consultant's design contract.

Department's Next Steps (if approved):

3 original copies have been executed and one returned to FAA, one to ADOT. One fully executed contract will be returned to the Clerk of the Board.

ADOT will issue a separate grant agreement for the share of the match and that item will be placed on a future agenda.

Complete the design work, oversee the project, maintain the grant file. Apply for future funds for construction work.

Impact of NOT Approving/Alternatives:

If this item is not ratified and the Grant Agreement is not approved, the County will lose Federal and State approved funding on the airport project in the amount of \$81,024. The design work will not be completed and the future rehabilitation of the taxiway will not occur at an additional loss of funding to the County in the approximate amount of \$480,000

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: ☒	Funds Available: ☒	Amount Available: 3,791.00
Unbudgeted: ☐	Funds NOT Available: ☐	Amendment: ☐

Account Code(s) for Available Funds

1: tbd

Fund Transfers

Fiscal Year: 2016/17

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

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

County Match Required? (\$\$\$): 3,791.00

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

Source of Funding?: 1/2 sales tax

Fiscal Impact & Funding Sources (if known):

Attachments

FAA Grant Offer

Grant Approval Form

Agreement



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Western-Pacific Region
Arizona

FAA PHX ADO
FAA Phoenix District Office
3800 N. Central Ave.
Phoenix, AZ 85012

Lisa Marra
1415 Melody Lane
Building G
Bisbee, AZ 85603

AUG 01 2016

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2016 AUG -4 A 3 26

Dear Ms. Lisa Marra:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0013-010-2016 at Bisbee Douglas International in Douglas Bisbee, Arizona. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 19, 2016, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
 - Retain the copy marked "Sponsor" for your records.
 - Forward the copy marked "State" to your associated State Aviation Official
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Mark Sedarous, (602) 792-1070, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Mike N. Williams
Manager, Phoenix Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>AUG 01 2016</u>
Airport/Planning Area	<u>Bisbee Douglas International</u>
AIP Grant Number	<u>3-04-0013-010-2016</u>
DUNS Number	<u>020126041</u>
TO:	<u>County of Cochise</u> (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 20, 2016, for a grant of Federal funds for a project at or associated with the Bisbee Douglas International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bisbee Douglas International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A2-A4 (2,350'x35') - Design Only

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 91.06 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$77,233. .

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$77,233 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable. .
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs. .
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement. .
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor. .
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 19, 2016, or such subsequent date as may be prescribed in writing by the FAA. .
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon

request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary. .

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. .

11. System for Award Management (SAM) Registration And Universal Identifier. .

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees. .

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may

suspend, cancel, or terminate this grant..

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports..
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
19. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. Trafficking in Persons.

- A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

21. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit “A” Property Map.** The Exhibit “A” Property Map, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

- 23. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N. Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

County of Cochise

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that --

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

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.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

AUG 01 2016

Airport/Planning Area

Bisbee Douglas International

AIP Grant Number

3-04-0013-010-2016

DUNS Number

020126041

TO: County of Cochise
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 20, 2016, for a grant of Federal funds for a project at or associated with the Bisbee Douglas International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bisbee Douglas International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A2-A4 (2,350'x35') - Design Only

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 91.06 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$77,233.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$77,233 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 26, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon

request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary. .

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. .

11. System for Award Management (SAM) Registration And Universal Identifier. .

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees. .

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may

suspend, cancel, or terminate this grant..

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports..
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
19. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

21. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit “A” Property Map.** The Exhibit “A” Property Map, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

- 23. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N. Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

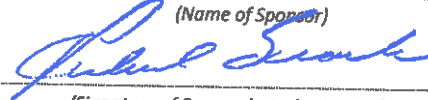
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 19th day of August, 2016.

County of Cochise

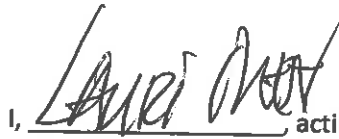
(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Richard R. Searle
(Typed Name of Sponsor's Authorized Official)

Title: Chairman, Board of Supervisors
(Title of Sponsor's Authorized Official)



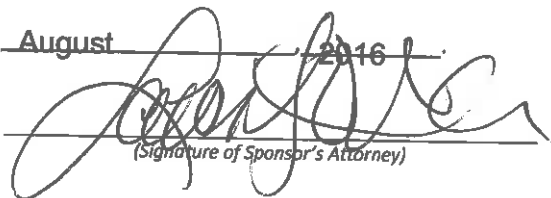
CERTIFICATE OF SPONSOR'S ATTORNEY

I, Laurie Meyer, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Bisbee, AZ (location) this 19th day of August, 2016.

By:



(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

Minutes

Submitted By: Rebecca Reynolds, 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 August 16, 2016.

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:

Scan to OnBase and File.

Budget Information

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

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

MinutesWarrants

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, August 16, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, August 16, 2016 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Member

Staff James E. Vlahovich, County Administrator; Britt W. Hanson, Chief Civil Deputy County

Present: Attorney; Arlethe G. Rios, Clerk of the Board

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

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

PLEDGE OF ALLEGIANCE

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

PRESENTATION

Presentation of Proclamation to Mr. Harry Bowen, Arizona Office for Employer Support of the Guard and Reserve declaring August 21 - 27, 2016 to be National Employer Support of the Guard and Reserve Week.

Chairman Searle said he was pleased to present Mr. Bowen with this proclamation in support of our troops.

Mr. Bowen thanked the Board for their support.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of July 26, 2016.
2. Approve joining other counties in filing an amicus brief to the Arizona Supreme Court in support of the City of Phoenix in City of Phoenix v. Glenayre.
3. Approve a Proclamation declaring August 21-27, 2016 to be National Employer Support of the Guard and Reserve week.

4. Approve the amendment to Joint Funding Agreement No. 2, for hydrologic investigation and data collection, between Cochise County and the United States Geological Survey (USGS) to add \$12,914 to the USGS match, with no additional match required from the County.
5. Approve an Intergovernmental Agreement (IGA) with the City of Sierra Vista for funding the Gila Water Adjudication Attorney in the amount of \$5,000.

Emergency Services

6. Approve the 2016 Emergency Management Performance Grant (EMPG) Subgrantee Agreement in the amount of \$94,633 for the period of July 1, 2016 to June 30, 2017.

Facilities

7. Approve demands over six months to SunEdison for an electrical utility in the amount of \$44,457.60.

Finance

8. Approve demands and budget amendments for operating transfers. Warrants Nos. 10426-10453, 10464-10622, 10626-10662, 10677-10882, 10894-11021 were issued in the amount of \$3,112,175.19.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
130	Arizona Coalition for Victim Services	\$600.00
151	LexisNexis Matthew Bender	70.07
505	Canyon Vista Medical Center	225.00
227	Lord Priscilla	81.00
100	West Press	332.52

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

Health & Social Services

9. Appoint Belvet Elsouhag as Public Fiduciary effective July 31, 2016, in accordance with A.R.S. §14-5601, subject to the certification by the Arizona Supreme Court pursuant to §14-5651.
10. Approve grant agreement ADHS15-096693:2, Health Start Program, between the Arizona Department of Health Services, Bureau of Women's & Children's Health, and Cochise Health & Social Services in the amount of \$306,180 for the period of July 1, 2016 to June 30, 2017.
11. Approve the Fiscal Year 2016-17 funding for IGA# ADHS12-022007:5, Proposition 201 Smoke Free Arizona Act between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$69,807 for the period of July 1, 2016 to June 30, 2017.

12. Approve an award of \$2,800 from the Legacy Foundation of Southern Arizona to the Cochise Health & Social Services to provide food for 150 participants of the *Healthy Communities Summit* on September 29, 2016.
13. Approve the award of Request for Proposals (RFP) No. 16-24-HEA-04 for a Community Health Assessment to Health Management Associates, Inc. for the County Health and Social Services Department in the not to exceed amount of \$81,000.

Workforce Development

14. Approve the appointment of Mr. David Howard to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through June 30, 2018.
15. Approve the appointment of Mr. Wick Lewis to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through June 30, 2018.

Supervisor English moved to approve items 1-15 on the consent agenda. Vice-Chairman Call seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

16. Approve an interim permit/person transfer liquor license application submitted by Ms. Lorena Guadalupe Gomez Rogers, for LaRamada Steakhouse & Cantina, located at 1948 S. Naco Highway, Bisbee, AZ 85603.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and the Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that all property taxes are current. The applicant has paid the \$100 processing fee and the Board staff recommended approval.

Chairman Searle opened the public hearing.

No one spoke and Chairman Searle closed the public hearing.

Vice-Chairman Call moved to approve an interim permit/person transfer liquor license application submitted by Ms. Lorena Guadalupe Gomez Rogers, for LaRamada Steakhouse & Cantina, located at 1948 S. Naco Highway, Bisbee, AZ 85603. Supervisor English seconded the motion.

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

Solid Waste

17. Adopt Resolution 16-23 to approve the Solid Waste tipping fee of \$64/ton for Fiscal Year 2016/2017 as recommended by the Rate Review and Advisory Board in May 2016.

Ms. Karen Riggs, Community Development Services Administrator, presented this item. Ms. Riggs said that the recommendation to raise the tipping fee had come from the Rate Review Advisory Board (RRAB). She stated that staff and the RRAB used background information, including an external report done by a consultant, to come up with a recommendation that was suitable for operations. She gave the history of past approved tipping fees and said that due to

concerns for the funding of the system, staff realized that the \$50.60 fee per ton would not be adequate for continued operations. She noted that at a Work Session with the Board staff was directed to look at using the 1/2 cent sales tax, but due to the expenditure limit, that was not feasible for the current fiscal year. She added that after careful consideration staff's recommendation to address concerns with the system is to raise the tipping fee to \$64 per ton for this fiscal year.

Supervisor English asked if there were changes made to rural transfer station fees.

Ms. Riggs confirmed that there were no changes to the per bag fee, but there would be an increased fee for larger loads.

Supervisor English said that she thought the rural transfer station fees should be equitable to the tipping fee.

Ms. Riggs said that the cost of \$6.45 per cubic yard for larger loads at rural stations would be equitable.

Chairman Searle asked if rural transfer station fees would be included with the adoption of this resolution.

Ms. Riggs said that they would be included and noted that there would be a 30 day waiting period before the fees go into effect.

Vice-Chairman Call asked Ms. Riggs to explain how the system works along with the County's effort to privatize the system.

Ms. Riggs said that the system was created from a need for the County and the cities to partner on solid waste management. She noted that the RRAB was then created and that entity recommended a fee be brought before the Board for approval since it impacts each of them. She stated that earlier in the year the County solicited bids to privatize the system to see if it could be run more efficiently and at a lower cost. After only having one bid come in that did not qualify, staff decided to move forward with solving the problem internally.

Chairman Searle opened the public hearing.

No one chose to speak and Chairman Searle closed the public hearing.

Supervisor English moved to adopt Resolution 16-23 to approve the Solid Waste tipping fee of \$64/ton for Fiscal Year 2016/2017 as recommended by the Rate Review and Advisory Board in May 2016. Vice-Chairman Call seconded the motion.

The Board agreed that continuing to raise the tipping fee was not a viable solution and the system needed to be looked at to come up with a better solution.

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

ACTION

County Sheriff

18. Approve the Sheriff's Office request to create an additional Administrative Assistant position to assist the Administrative Manager and the jail utilizing Jail Enhancement Funds in the amount of \$40,231.09 annually.

Thad Smith, Chief Deputy County Sheriff, presented this item. Chief Smith gave the background, said the position would be in charge of all jail administrative duties; and noted that jail enhancement funds, which are separate from the County's general fund, would be used to fund this position. He stated that the jail has never had an administrative person to handle administrative issues, resulting in the jail commander having to use a detention officer to perform administrative duties, which means there is one less detention officer manning the jail.

Supervisor English said that her only concern was that the County was currently not trying to expand personnel and noted that if the Sheriff's Office wanted to shift the use of jail enhancement funds, the general fund would not be able to continue to fund this position.

Chief Smith said that at this time no other projects were slated for the use of jail enhancement funds and he understood that if jail enhancement funds could no longer fund the position, then it would have to be vacated.

Vice-Chairman Call asked why jail enhancement funds were available to fund this position.

Chief Smith said that the detention officer pay plan was now being funded by the general fund, so jail enhancement funds had become available.

Mr. Vlahovich said that he was in full support of this request and thought it was a good utilization of jail enhancement funds.

Vice-Chairman Call moved to approve the Sheriff's Office request to create an additional Administrative Assistant position to assist the Administrative Manager and the jail utilizing Jail Enhancement Funds in the amount of \$40,231.09 annually. Supervisor English seconded the motion.

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

Health & Social Services

19. Approve proposed changes to the Public Support Services (PSS) organizational chart.

Mr. Norm Sturm, Emergency Services Manager, presented this item. Mr. Sturm went over the proposal, gave the background, and explained that emergency services and prevention health services had similar missions and it made sense to have them grouped together. He added that with staff retirements, it was also a good way to put a succession plan into place.

Supervisor English moved to approve proposed changes to the Public Support Services (PSS) organizational chart. Vice-Chairman Call seconded the motion.

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

CALL TO THE PUBLIC

Chairman Searle opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman Searle 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 JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Vlahovich said that he had attended the Arizona Counties Insurance Pool (ACIP) meeting last week, as well as the County Managers Association (CMA) meeting.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be attending several meetings: Hereford Natural Resources Conservation District (NRCD), the opening/tour of Cochise College's new Downtown Center, and meet with Senator Flake's staff.

Report by District 2 Supervisor, Ann English

Supervisor English said that the last beam at the new emergency center in Douglas had gone up and it would be a couple of weeks before final construction was done. She added that this was crucial for the City of Douglas, as the only hospital had closed last year.

Report by District 3 Supervisor, Richard Searle

Chairman Searle said he would be attending the Mayor/Managers Luncheon in Bisbee on Thursday and the Greenlee County Cattle Grower's Association meeting on Saturday.

Chairman Searle adjourned the meeting at 10:42 a.m.

APPROVED:

Richard R. Searle, Chairman

ATTEST:

Arlthe G. Rios, Clerk of the Board

Cochise Co. Demands 8.16.16

10222	07/20/2016	A-L Financial Corp	\$203.46	10299	07/21/2016	Gignac, Judith	\$86.94
10223	07/20/2016	Child Support Enforcement	\$315.00	10300	07/21/2016	Healthcare Innovations, Inc.	\$1,556.40
10224	07/20/2016	Cochise County/Sheakley/National Bank	\$8,926.55	10301	07/21/2016	Honeman, Van G. RDR	\$103.60
10225	07/20/2016	Fire Fighter's Police Officer's Cancer Insurance	\$1,950.00	10302	07/21/2016	Huachuca City, Town of	\$21,000.00
10226	07/20/2016	Internal Revenue Service	\$281.60	10303	07/21/2016	IBM	\$1,530.06
10227	07/20/2016	Licking County CSEA	\$178.61	10304	07/21/2016	JE Fuller/Hydrology & Geomorphology, Inc.	\$13,503.99
10228	07/20/2016	NYS Child Support Processing Center	\$32.00	10305	07/21/2016	JE Fuller/Hydrology & Geomorphology, Inc.	\$20,740.87
10229	07/20/2016	Pennsylvania SCDU	\$215.00	10306	07/21/2016	Jury Systems Incorporated	\$5,220.00
10230	07/20/2016	Pre-paid Legal Services, Inc. dba LegalShield	\$1,549.11	10307	07/21/2016	Keefe Supply Company	\$1,746.39
10231	07/20/2016	Support Payment Clearinghouse	\$6,588.94	10308	07/21/2016	Keefe Supply Company	\$1,837.43
10232	07/20/2016	The Hameroff Law Group, PC	\$237.60	10309	07/21/2016	Kolen, Harriet H	\$25.92
10233	07/20/2016	The Hameroff Law Group, PC	\$594.34	10310	07/21/2016	Laboratory Corporation of America	\$96.21
10234	07/20/2016	The Hameroff Law Group, PC	\$271.83	10311	07/21/2016	Lamoree, Candace Jean	\$300.00
10235	07/20/2016	Treasurer of Virginia	\$104.50	10312	07/21/2016	Language Line Services, Inc.	\$76.21
10236	07/20/2016	U.S. Department of Education	\$157.62	10313	07/21/2016	Law Offices of Ruben Teran S.	\$1,530.60
10237	07/20/2016	Arizona Water Company	\$7,262.48	10314	07/21/2016	Levitt, Harriette P.	\$555.31
10238	07/20/2016	Benson, City of	\$289.78	10315	07/21/2016	LexisNexis Risk Data Management, Inc.	\$50.00
10239	07/20/2016	CenturyLink	\$89.36	10316	07/21/2016	Lin-Cum, Inc.	\$540.77
10240	07/20/2016	CenturyLink	\$72.19	10317	07/21/2016	Long, Jerrod D. DDS	\$1,193.00
10241	07/20/2016	CenturyLink	\$4,926.41	10318	07/21/2016	Lowell A. Jensen, PLC	\$1,800.00
10242	07/20/2016	CenturyLink	\$67.58	10319	07/21/2016	McEachern, Janelle Esq	\$650.00
10243	07/20/2016	Runbeck Election Services	\$32,033.57	10320	07/21/2016	McGowan, Mark J.	\$7,700.00
10244	07/20/2016	Sierra Vista, City of	\$1,973.36	10321	07/21/2016	Medical Diagnostic Imaging Group	\$533.14
10245	07/20/2016	Sprint	\$68.27	10322	07/21/2016	Medical Diagnostic Imaging Group	\$139.66
10246	07/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,764.82	10323	07/21/2016	Merle's Automotive Supply, Inc.	\$89.45
10247	07/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$893.86	10324	07/21/2016	Merle's Automotive Supply, Inc.	\$1,326.36
10248	07/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$14,561.93	10325	07/21/2016	Miller, Ronald	\$200.00
10249	07/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,410.74	10326	07/21/2016	NI Government Services Inc	\$224.95
10250	07/20/2016	Valley Telephone Cooperative, Inc.	\$293.85	10327	07/21/2016	Nyander, Penny Sue	\$114.30
10251	07/20/2016	Valley Telephone Cooperative, Inc.	\$475.30	10328	07/21/2016	O'Rielly Chevrolet, Inc.	\$929.70
10252	07/21/2016	ACE Hardware - Bisbee	\$312.99	10329	07/21/2016	Office of Vital Records	\$4,220.00
10253	07/21/2016	American Inspection and Test, Inc.	\$380.00	10330	07/21/2016	Personnel Evaluation Inc.	\$80.00
10254	07/21/2016	Anderson, Steven James	\$250.00	10331	07/21/2016	Pima County	\$87,500.00
10255	07/21/2016	Arizona Department of Corrections - Douglas	\$196.00	10332	07/21/2016	Porta-Pot	\$887.25
10256	07/21/2016	Arizona Department of Corrections - Douglas	\$72.00	10333	07/21/2016	Positive Promotions, Inc.	\$1,708.58
10257	07/21/2016	Arizona Department of Juvenile Corrections	\$231,375.00	10334	07/21/2016	Prisoner TransServices America LLC (PTS)	\$5,977.00
10258	07/21/2016	Arizona Department of Revenue	\$458.95	10335	07/21/2016	Professional Records Management, Inc.	\$162.57
10259	07/21/2016	Arizona Department of Revenue	\$4,934.89	10336	07/21/2016	Prudential Overall Supply	\$234.53
10260	07/21/2016	Arizona Justice of the Peace Association	\$180.00	10337	07/21/2016	Prudential Overall Supply	\$85.48
10261	07/21/2016	Arizona Public Defender Association	\$240.00	10338	07/21/2016	Pulmonary Associates of Southern Arizona	\$160.42
10262	07/21/2016	Arizona State Hospital	\$2,855.10	10339	07/21/2016	Purcell's Western State Tire Company	\$1,547.18
10263	07/21/2016	Arizona State Prison Complex - Fort Grant	\$432.54	10340	07/21/2016	Quill Corporation	\$299.86
10264	07/21/2016	Arizona State Prison Complex - Fort Grant	\$225.00	10341	07/21/2016	Richardsons Remembrance Center	\$1,560.00
10265	07/21/2016	Arthur J. Gallagher & Co	\$125.00	10342	07/21/2016	Rocco, Tracey	\$53.68
10266	07/21/2016	B & D Lumber & Hardware	\$86.20	10343	07/21/2016	Rodriguez, Shari A.	\$150.00
10267	07/21/2016	Banner-Univ Medical Ctr South Campus LLC	\$609.95	10344	07/21/2016	Ron Turley Associates, Inc.	\$858.31
10268	07/21/2016	Banner-University Physicians Healthcare, Inc.	\$1,500.00	10345	07/21/2016	Ron Turley Associates, Inc.	\$992.63
10269	07/21/2016	Banning Creek Enterprises, LLC	\$21,088.40	10346	07/21/2016	Rusty Contracting	\$265.00
10270	07/21/2016	Benson Police Department	\$679.00	10347	07/21/2016	RWC International, LTD	\$525.66
10271	07/21/2016	BI Incorporated	\$631.15	10348	07/21/2016	RWC International, LTD	\$1,813.90
10272	07/21/2016	Bisbee, City of (Ambulance)	\$3,653.05	10349	07/21/2016	Ryan, William F	\$60.48
10273	07/21/2016	Bob Barker Company, Inc.	\$400.19	10350	07/21/2016	San Diego Police Equipment Co	\$478.40
10274	07/21/2016	Business Management Daily or Investing Daily	\$82.08	10351	07/21/2016	Saucedo, Ralph	\$701.00
10275	07/21/2016	Canyon Vista Medical Center	\$63,534.92	10352	07/21/2016	Schlesinger, Aaron	\$14.00
10276	07/21/2016	Carl, Ronnie L	\$100.00	10353	07/21/2016	Schlesinger, Aaron	\$621.60
10277	07/21/2016	Cellebrite USA, Inc.	\$3,080.00	10354	07/21/2016	Senergy Petroleum LLC	\$23,959.30
10278	07/21/2016	CEMEX Construction Materials South, LLC	\$3,509.49	10355	07/21/2016	Senergy Petroleum LLC	\$6,093.10
10279	07/21/2016	Center for Disease Detection, LLC	\$379.00	10356	07/21/2016	Sheakley Pension Administration Inc.	\$770.75
10280	07/21/2016	CenturyLink	\$726.90	10357	07/21/2016	Sierra Vista Medical Group	\$35.87
10281	07/21/2016	CenturyLink	\$33.07	10358	07/21/2016	Sierra Vista NAPA	\$635.37
10282	07/21/2016	Christiansen, Rosalba	\$260.00	10359	07/21/2016	Sierra Vista Pathology, PC	\$46.25
10283	07/21/2016	Cochise Private Industry Council, Inc.	\$13,224.00	10360	07/21/2016	Sloan R. King, PhD, LLC	\$7,500.00
10284	07/21/2016	Cochise Private Industry Council, Inc.	\$70,039.00	10361	07/21/2016	Southern Arizona Children's Adv Ctr-SACAC	\$1,650.00
10285	07/21/2016	Contract Pharmacy Services, Inc.	\$8,605.07	10362	07/21/2016	Southwest Disposal LC	\$97.10
10286	07/21/2016	Copper Queen Community Hospital	\$68.13	10363	07/21/2016	Southwest Steel & Supply	\$3,953.27
10287	07/21/2016	County Supervisors Association	\$55,593.00	10364	07/21/2016	Southwestern Scale Co., Inc.	\$2,383.22
10288	07/21/2016	DataBank IMX LLC	\$256.25	10365	07/21/2016	Sparkletts	\$125.90
10289	07/21/2016	DataBank IMX LLC	\$2,870.00	10366	07/21/2016	Stamback Septic Service	\$80.00
10290	07/21/2016	Deluxe Business Forms	\$84.10	10367	07/21/2016	Stamback Septic Service	\$611.50
10291	07/21/2016	Deneke, Buffy	\$334.00	10368	07/21/2016	Stamback Septic Service	\$550.00
10292	07/21/2016	Douglas NAPA	\$1,245.92	10369	07/21/2016	The Bisbee Observer LLC	\$345.41
10293	07/21/2016	Empire Southwest LLC	\$864.37	10370	07/21/2016	Thomson West	\$3,355.97
10294	07/21/2016	ESRI, Inc.	\$6,309.67	10371	07/21/2016	Thomson West	\$1,958.42
10295	07/21/2016	Flores, Juan P	\$350.00	10372	07/21/2016	Tracker Software Corporation	\$3,063.00
10296	07/21/2016	Garcia Used Autos & Towing	\$229.50	10373	07/21/2016	Trinity Services Group, Inc.	\$18.33
10297	07/21/2016	Gasper, Jo Ann	\$24.30	10374	07/21/2016	UHS of Tucson, LLC	
10298	07/21/2016	German, Gloria	\$150.00			dba Palo Verde Behavioral Hlth	\$160.00

10375	07/21/2016	UniFirst Corporation	\$204.42	10452	07/27/2016	James, Shanna	\$230.25
10376	07/21/2016	United States Treasury	\$276.81	10453	07/27/2016	McCabe, Doug	\$230.25
10377	07/21/2016	US District Court	\$25.50	10454	07/27/2016	AOC Corrections Officer Retire	\$19,321.31
10378	07/21/2016	USDA, APHIS	\$9,388.33	10455	07/27/2016	AOC Corrections Officer Retire	\$248.05
10379	07/21/2016	VCA Apache Animal Hospital	\$20.98	10456	07/27/2016	Correction Officers	\$6,655.73
10380	07/21/2016	Waterfall, Economidis, Caldwell, Hanshaw & Villamana PC	\$280.00	10457	07/27/2016	EODCRS	\$9.06
10381	07/21/2016	Watson Chevrolet Inc	\$687.80	10458	07/27/2016	Nationwide Retirement Solutions	\$507.50
10382	07/21/2016	Weems, Elizabeth Annette	\$150.00	10459	07/27/2016	Public Safety Retirement Syst	\$20,970.89
10383	07/21/2016	Wick Communications	\$162.00	10460	07/27/2016	Public Safety Retirement Syst	\$17,150.41
10384	07/21/2016	Wick Communications	\$97.50	10461	07/27/2016	Public Safety Retirement Syst	\$1,245.10
10385	07/21/2016	Wick Communications	\$254.68	10462	07/27/2016	Public Safety Retirement Syst	\$634.38
10386	07/21/2016	Wick Communications	\$386.31	10463	07/27/2016	Public Safety Retirement Syst	\$1,231.94
10387	07/21/2016	Willcox Auto Parts Inc.	\$1,860.80	10464	07/28/2016	ACE Hardware - Bisbee	\$21.91
10388	07/21/2016	Willcox Auto Parts Inc.	\$820.63	10465	07/28/2016	Achilles Air Conditioning Systems	\$1,234.66
10389	07/21/2016	WR Ryan Company	\$2,754.77	10466	07/28/2016	Advanced Controls Corporation	\$1,140.00
10390	07/21/2016	Arizona Department of Education	\$380.00	10467	07/28/2016	Air Tech Air Conditioning & Heating	\$131.00
10391	07/21/2016	Arizona Department of Education	\$380.00	10468	07/28/2016	Alex Espinosa's Bisbee Funeral Home	\$350.00
10392	07/21/2016	Arizona Supreme Court	\$9.00	10469	07/28/2016	Aqua Life	\$11.00
10393	07/21/2016	Camps, Kelsey Jean	\$1,000.00	10470	07/28/2016	Arizona Counties Insurance Pool	\$683,889.00
10394	07/21/2016	Cochise County Sheriff's Department	\$1,056.92	10471	07/28/2016	Arizona Department of Corrections - Douglas	\$1,002.50
10395	07/21/2016	Cochise County Sheriff's Department	\$10,000.00	10472	07/28/2016	Arizona Department of Corrections - Douglas	\$95.74
10396	07/21/2016	Copper Queen Community Hospital	\$2,283.50	10473	07/28/2016	Arizona Department of Corrections - Douglas	\$56.00
10397	07/21/2016	Corey, Karen R. MS	\$705.00	10474	07/28/2016	Arizona Department of Corrections - Douglas	\$836.00
10398	07/21/2016	Crocket, LaRee	\$1,000.00	10475	07/28/2016	Arizona Department of Corrections - Douglas	\$347.24
10399	07/21/2016	Domschot, Peggy V	\$21.01	10476	07/28/2016	Arizona Department of Corrections - Douglas	\$576.00
10400	07/21/2016	Hu, Lynn	\$73.95	10477	07/28/2016	Arizona Department of Corrections - Douglas	\$400.00
10401	07/21/2016	Judd, Shea	\$1,000.00	10478	07/28/2016	Arizona Department of Corrections - Douglas	\$1,804.35
10402	07/21/2016	Kaplowitz, Stuart A	\$405.00	10479	07/28/2016	Arizona Dept of Corrections ASPC-Tucson	\$103.50
10403	07/21/2016	Loreto, Pedro Quilihua	\$1,000.00	10480	07/28/2016	Arizona State Land Department	\$2,400.00
10404	07/21/2016	Martinez, Tracy	\$60.00	10481	07/28/2016	Arizona State Prison Complex - Fort Grant	\$126.38
10405	07/21/2016	Meracle, Tim	\$100.00	10482	07/28/2016	Arizona State Prison Complex - Fort Grant	\$168.75
10406	07/21/2016	Mortensen, Cynthia	\$42.01	10483	07/28/2016	Arizona Supreme Court	\$282.10
10407	07/21/2016	Powell, Michael	\$1,738.80	10484	07/28/2016	Arizona Waste Oil Service, Inc.	\$1,450.00
10408	07/21/2016	Sierra Collections and Consulting LLC	\$4,241.06	10485	07/28/2016	Ascent Aviation Group, Inc.	\$12,852.59
10409	07/21/2016	Sullivan, William II R.MD PLLC	\$75.00	10486	07/28/2016	Audio Editions	\$77.59
10410	07/21/2016	United States Treasury	\$5,834.54	10487	07/28/2016	AZ Communications Group	\$3,083.33
10411	07/21/2016	Welch, Catherine	\$44.95	10488	07/28/2016	B&S Supply Co, Inc	\$1,577.21
10412	07/21/2016	WR Ryan Company	\$66.00	10489	07/28/2016	Banner-University Physicians Healthcare, Inc.	\$500.00
10413	07/21/2016	Acuna, Gloria	\$354.78	10490	07/28/2016	Banning Creek Enterprises, LLC	\$9,964.00
10414	07/21/2016	Hasan, Mohd	\$78.00	10491	07/28/2016	Blackstone Audiobooks	\$50.00
10415	07/21/2016	Honorable Karl D Elledge	\$25.11	10492	07/28/2016	Bradley R. Johnson, MD, PLLC	\$500.00
10416	07/21/2016	Kolano, Hillary	\$68.85	10493	07/28/2016	Bug-Wiser Exterminating, Inc.	\$985.00
10417	07/21/2016	Lord, Priscilla	\$86.94	10494	07/28/2016	Cable One	\$157.89
10418	07/21/2016	Lueck, Elizabeth	\$55.62	10495	07/28/2016	Canyon Vista Medical Center	\$64.80
10419	07/21/2016	Maddux, Catherine	\$44.01	10496	07/28/2016	Cardinal Health Inc.	\$0.76
10420	07/21/2016	Mead, Richard	\$78.00	10497	07/28/2016	CCI Solutions	\$363.82
10421	07/21/2016	Miranda, Karin	\$51.46	10498	07/28/2016	CDW Government	\$1,825.74
10422	07/21/2016	Sanchez, Natalie Nicole	\$36.72	10499	07/28/2016	CEMEX Construction Materials South, LLC	\$4,679.32
10423	07/21/2016	Stanford, Westley	\$78.00	10500	07/28/2016	Central Alarm Inc	\$950.00
10424	07/21/2016	Talbot, Kathleen	\$91.26	10501	07/28/2016	CenturyLink	\$794.02
10425	07/21/2016	Williammee, Tim	\$78.00	10502	07/28/2016	CenturyLink	\$34.66
10426	07/25/2016	Culligan of Tucson	\$105.94	10503	07/28/2016	CenturyLink	\$34.66
10427	07/25/2016	Culligan of Tucson	\$60.14	10504	07/28/2016	Chase Technology Consulting, LLC	\$994.99
10428	07/25/2016	HOV Services/Lason Systems	\$101.25	10505	07/28/2016	Cochise County BOS - Petty Cash	\$89.08
10429	07/25/2016	West Press	\$422.65	10506	07/28/2016	Cochise County Sheriff's Department	\$672.93
10430	07/25/2016	West Press	\$498.94	10507	07/28/2016	Contract Pharmacy Services, Inc.	\$12,172.52
10431	07/25/2016	Packer, Julie Ann	\$43.00	10508	07/28/2016	Cooke, Stephen R.	\$375.00
10432	07/27/2016	Arizona Public Service (APS)	\$6,540.47	10509	07/28/2016	Copper Queen Community Hospital	\$857.00
10433	07/27/2016	Bella Vista Water Company-Liberty Water	\$1,334.10	10510	07/28/2016	Creative Communications Sales & Rentals, Inc.	\$655.06
10434	07/27/2016	CenturyLink	\$2,413.59	10511	07/28/2016	Curfman Storage, LLC	\$1,200.00
10435	07/27/2016	CenturyLink	\$7.56	10512	07/28/2016	Dagostino Private Investigations	\$959.00
10436	07/27/2016	CenturyLink	\$68.70	10513	07/28/2016	Dell Marketing LP	\$796.57
10437	07/27/2016	Porterfield, Cynthia Mary	\$2,000.00	10514	07/28/2016	Demco Inc.	\$133.89
10438	07/27/2016	Reed, Cynthia - Court Reporter	\$52.50	10515	07/28/2016	Desert Pump Tek, LLC	\$4,614.06
10439	07/27/2016	Southwest Gas Corporation	\$118.40	10516	07/28/2016	Emily Danies Attorney at Law LLC	\$1,925.00
10440	07/27/2016	Sparkletts	\$35.27	10517	07/28/2016	Empire Southwest LLC	\$434,675.41
10441	07/27/2016	Sparkletts	\$52.52	10518	07/28/2016	Evans Law Offices, PLLC	\$7,903.60
10442	07/27/2016	Sparkletts	\$62.20	10519	07/28/2016	FasPsych, LLC	\$2,925.00
10443	07/27/2016	Sulphur Springs Valley Electric Coop, Inc.	\$6,050.87	10520	07/28/2016	Flores, Juan P	\$350.00
10444	07/27/2016	Verizon Wireless	\$336.06	10521	07/28/2016	Flores, Juan P	\$6,226.68
10445	07/27/2016	Waste Management of Arizona, Inc.	\$161.88	10522	07/28/2016	Gale Group	\$129.58
10446	07/27/2016	WIST Office Products Co	\$922.58	10523	07/28/2016	GlaxoSmithKline LLC	\$767.00
10447	07/27/2016	Yaqui Electric Company	\$18.00	10524	07/28/2016	Golden Dragon China Restanrant	\$57.01
10448	07/27/2016	Arizona Coalition for Victim Services	\$600.00	10525	07/28/2016	Griffith, David B. Esq.	\$17,455.00
10449	07/27/2016	Arizona Coalition for Victim Services	\$600.00	10526	07/28/2016	Harris Systems USA, Inc.	\$84,778.58
10450	07/27/2016	Cochise County Finance Revolving Fund	\$55.00	10527	07/28/2016	Hatfield Funeral Home	\$1,150.00
10451	07/27/2016	Cochise County Health Dept / Revolving Fund	\$350.00	10528	07/28/2016	Honeman, Van G.	\$476.00
				10529	07/28/2016	Hopper Jr., Albert N	\$29,495.00

10530	07/28/2016	Interstate Battery	\$80.50	10607	07/28/2016	Gilligan, Judith	\$61.00
10531	07/28/2016	John William Lovell, PC	\$1,305.00	10608	07/28/2016	Graves, Sarah C	\$71.00
10532	07/28/2016	JWS Web Design LLC	\$1,400.00	10609	07/28/2016	Greene, Patrick K.	\$32.94
10533	07/28/2016	Keefe Supply Company	\$3,501.06	10610	07/28/2016	Gregan, Wayne	\$23.69
10534	07/28/2016	Kuttner, Barbara L	\$11.34	10611	07/28/2016	Hagle, Suzanne	\$61.00
10535	07/28/2016	Law Office of Donielle Wright	\$400.00	10612	07/28/2016	Kuttner, Lou G. (Ludwig)	\$20.52
10536	07/28/2016	Law Office of Joan M Sacramento	\$9,030.00	10613	07/28/2016	Lopez, Nancy	\$17.82
10537	07/28/2016	Legend Technical Services, Inc.	\$57.00	10614	07/28/2016	Martzke, James F.	\$67.19
10538	07/28/2016	Maddox, William James	\$63.00	10615	07/28/2016	Munoz, Patricia G	\$188.29
10539	07/28/2016	Maxim Staffing Solutions	\$10,955.00	10616	07/28/2016	Nyander, Penny Sue	\$153.63
10540	07/28/2016	Merck & Co Inc	\$5,107.94	10617	07/28/2016	Rios, Arlethe	\$95.00
10541	07/28/2016	Merle's Automotive Supply, Inc.	\$1,430.81	10618	07/28/2016	Silverberg, Eric J.	\$391.22
10542	07/28/2016	Nguyen, Tu Dinh Duc	\$100.00	10619	07/28/2016	Stewart, Eric W.	\$51.00
10543	07/28/2016	Nina L. Caples, P.C.	\$1,887.80	10620	07/28/2016	Talbot, Kathleen	\$82.62
10544	07/28/2016	Nyander, Penny Sue	\$584.00	10621	07/28/2016	Watkins, Nathan	\$31.12
10545	07/28/2016	O'Reilly Chevrolet, Inc.	\$153.29	10622	07/28/2016	Weissler, Liza Y.	\$21.01
10546	07/28/2016	OCLC Online Computer Library Center, Inc.	\$753.22	10623	07/28/2016	Arizona Dept of Administration-Risk Mgmt	\$4,981.11
10547	07/28/2016	OfficeMax North America Inc.	\$270.75	10624	07/28/2016	New Mexico Child Support Enforcement Div	\$315.00
10548	07/28/2016	Pitney Bowes, Inc.	\$210.00	10625	07/28/2016	New Mexico Child Support Enforcement Div	\$315.00
10549	07/28/2016	Prudential Overall Supply	\$290.52	10626	08/02/2016	Aqua Life	\$16.50
10550	07/28/2016	Prudential Overall Supply	\$109.63	10627	08/02/2016	Arizona Department of Corrections - Douglas	\$616.00
10551	07/28/2016	Purcell's Western State Tire Company	\$512.37	10628	08/02/2016	Arizona Department of Revenue	\$137,052.94
10552	07/28/2016	Ralph Malanga, PC	\$532.50	10629	08/02/2016	Arizona Public Service (APS)	\$2,990.28
10553	07/28/2016	Recorded Books, LLC	\$1,194.38	10630	08/02/2016	Arizona State Land Department	\$2,400.00
10554	07/28/2016	Robert J. Zohlmann, Esq.	\$2,139.40	10631	08/02/2016	Benson, City of	\$304.90
10555	07/28/2016	Robertson, Bonita Shirley	\$214.20	10632	08/02/2016	Bowie Water Improvement District	\$39.79
10556	07/28/2016	Rocky Mountain Information Network	\$250.00	10633	08/02/2016	Canyon Vista Medical Center	\$29,455.00
10557	07/28/2016	RWC International, LTD	\$1,801.42	10634	08/02/2016	CenturyLink	\$244.74
10558	07/28/2016	Safelite Autoglass Corp.	\$156.78	10635	08/02/2016	CenturyLink	\$69.16
10559	07/28/2016	Sanofi Pasteur	\$527.41	10636	08/02/2016	Clear Springs Utility, Inc.	\$77.59
10560	07/28/2016	Senergy Petroleum LLC	\$11,641.47	10637	08/02/2016	Cochise County Justice Court #2	\$50.00
10561	07/28/2016	Senergy Petroleum LLC	\$14,700.30	10638	08/02/2016	Cochise Family Advocacy Center, Inc	\$5,650.00
10562	07/28/2016	SHI International Corp.	\$666.31	10639	08/02/2016	Copper Queen Community Hospital	\$135.00
10563	07/28/2016	Sierra Vista, City of	\$2,394.41	10640	08/02/2016	Copper Queen Publishing Co., Inc.	\$1,611.19
10564	07/28/2016	Smyth Industries Inc	\$9,328.50	10641	08/02/2016	Copygraphix Inc.	\$24,784.58
10565	07/28/2016	Southwest Hazard Control Incorporated	\$3,284.75	10642	08/02/2016	Douglas, City of	\$154.95
10566	07/28/2016	St. Patrick Church	\$900.00	10643	08/02/2016	Peace in the Valley Lutheran Church	\$50.00
10567	07/28/2016	Stamback Septic Service	\$100.80	10644	08/02/2016	Psomas	\$50,793.75
10568	07/28/2016	Staples	\$202.86	10645	08/02/2016	Pueblo del Sol Water Company	\$2.16
10569	07/28/2016	TALX UC eXpress	\$2,250.00	10646	08/02/2016	Sea Tel Inc. dba Cobham SATCOM	\$567.00
10570	07/28/2016	The Law Office of Robert Hicks, PLLC	\$600.00	10647	08/02/2016	Southwest Gas Corporation	\$212.41
10571	07/28/2016	The Manch Law Firm, P.L.L.C.	\$4,569.80	10648	08/02/2016	Sparkletts	\$19.06
10572	07/28/2016	The WLB Group, Inc.	\$1,000.00	10649	08/02/2016	St. David Domestic Water Improvement District	\$15.92
10573	07/28/2016	Thomson West	\$366.95	10650	08/02/2016	Sulphur Springs Valley Electric Coop, Inc.	\$449.10
10574	07/28/2016	Thorn Law Office	\$7,425.45	10651	08/02/2016	UniFirst Corporation	\$202.78
10575	07/28/2016	UniFirst Corporation	\$202.78	10652	08/02/2016	Waste Management of Arizona, Inc.	\$381.82
10576	07/28/2016	United Fire Equipment Co	\$350.91	10653	08/02/2016	Whetstone Water Improvement District	\$276.53
10577	07/28/2016	United Fire Equipment Co	\$459.73	10654	08/02/2016	Willcox, City of	\$461.89
10578	07/28/2016	Valley Telephone Cooperative, Inc.	\$107.88	10655	08/02/2016	WIST Office Products Co	\$434.52
10579	07/28/2016	Valley Telephone Cooperative, Inc.	\$195.62	10656	08/02/2016	Arizona Secretary of State	\$86.00
10580	07/28/2016	Velasco, Kathleen Marie	\$323.60	10657	08/02/2016	Bisbee High School	\$270.00
10581	07/28/2016	Washington Federal	\$3.00	10658	08/02/2016	Bisbee Police Department	\$595.00
10582	07/28/2016	Waste Management of Arizona, Inc.	\$146.89	10659	08/02/2016	CenturyLink	\$35.61
10583	07/28/2016	Watson Chevrolet Inc	\$2,593.37	10660	08/02/2016	Corey, Karen R. MS	\$2,500.00
10584	07/28/2016	Waxie Sanitary Supply	\$3,726.57	10661	08/02/2016	Tombstone Unified School District #1	\$5,147.66
10585	07/28/2016	Wells, Doris	\$490.00	10662	08/02/2016	US Postal Service	\$15,000.00
10586	07/28/2016	West Elsberry Longenbaugh & Zickerman, PLLC	\$4,794.65	10663	08/03/2016	A-L Financial Corp	\$203.46
10587	07/28/2016	Willcox Auto Parts Inc.	\$820.58	10664	08/03/2016	Cochise County/Sheakley/National Bank	\$9,116.10
10588	07/28/2016	Willcox Auto Parts Inc.	\$1,044.04	10665	08/03/2016	Fire Fighter's Police Officer's Cancer Insurance	\$50.00
10589	07/28/2016	WR Ryan Company	\$1,803.65	10666	08/03/2016	Licking County CSEA	\$178.61
10590	07/28/2016	Zumar Industries Inc	\$813.54	10667	08/03/2016	New Mexico Child Support Enforcement Div	\$315.00
10591	07/28/2016	Bisbee Unified School District #2	\$3,523.76	10668	08/03/2016	NYS Child Support Processing Center	\$32.00
10592	07/28/2016	Bruner, Fred	\$10.08	10669	08/03/2016	Pennsylvania SCDU	\$215.00
10593	07/28/2016	Casteel, Joann	\$10.10	10670	08/03/2016	Pre-paid Legal Services, Inc. dba LegalShield	\$1,515.70
10594	07/28/2016	Circle K Store	\$1.79	10671	08/03/2016	Support Payment Clearinghouse	\$6,105.69
10595	07/28/2016	Cochise County BOS - Petty Cash	\$272.70	10672	08/03/2016	The Hameroff Law Group, PC	\$237.60
10596	07/28/2016	Cohen II, Louis Harry	\$53.42	10673	08/03/2016	The Hameroff Law Group, PC	\$600.79
10597	07/28/2016	Reed, Elizabeth	\$10.08	10674	08/03/2016	The Hameroff Law Group, PC	\$271.84
10598	07/28/2016	Reynolds, Warren or Donna	\$10.08	10675	08/03/2016	Treasurer of Virginia	\$104.50
10599	07/28/2016	Rocha, Mario F.	\$10.08	10676	08/03/2016	U.S. Department of Education	\$157.62
10600	07/28/2016	Solid Waste Assoc of North America (SWANA)	\$250.00	10677	08/04/2016	ACT Environmental, Inc.	\$750.00
10601	07/28/2016	Whetstone Plumbing Inc	\$10,759.05	10678	08/04/2016	Amanda Baillie - Freelance Writer	\$184.25
10602	07/28/2016	Borer, Thomas E.	\$28.51	10679	08/04/2016	Amazon.com LLC	\$1,334.73
10603	07/28/2016	Br, James	\$51.00	10680	08/04/2016	Andrew, Kathryn	\$154.00
10604	07/28/2016	Cooper, Renee	\$171.96	10681	08/04/2016	Arizona Business Equipment Inc.	\$153.05
10605	07/28/2016	Cornejo, Gustavo	\$71.28	10682	08/04/2016	Arizona Chief Probation Officer Association	\$100.00
10606	07/28/2016	Edie, Patricia	\$37.85	10683	08/04/2016	Arizona Department of Corrections - Douglas	\$171.00
				10684	08/04/2016	Arizona Department of Corrections - Douglas	\$1,657.96

10685	08/04/2016	Arizona Department of Corrections - Douglas	\$424.00	10763	08/04/2016	Sparkletts	\$5.22
10686	08/04/2016	Arizona Police Psychology, PLLC	\$425.00	10764	08/04/2016	Sparkletts	\$52.57
10687	08/04/2016	Arizona Public Service (APS)	\$43,219.62	10765	08/04/2016	Spillman Technologies, Inc.	\$145,662.00
10688	08/04/2016	Arizona State Library	\$15,406.84	10766	08/04/2016	Stericycle Inc.	\$215.06
10689	08/04/2016	Arizona State Prison Complex - Fort Grant	\$2,017.80	10767	08/04/2016	Sulphur Springs Valley Electric Coop, Inc.	\$679.32
10690	08/04/2016	Arizona State Prison Complex - Fort Grant	\$225.00	10768	08/04/2016	Thomson West	\$8,157.71
10691	08/04/2016	Arizona State Prison Complex - Fort Grant	\$456.57	10769	08/04/2016	Travers & Associates	\$7,000.00
10692	08/04/2016	Arizona Supreme Court	\$13,936.20	10770	08/04/2016	Trinity Services Group, Inc.	\$42,195.08
10693	08/04/2016	Arizona Water Company	\$2,827.21	10771	08/04/2016	U.S. Healthworks Medical Group of AZ, PC	\$169.00
10694	08/04/2016	Baker & Taylor, Inc.	\$539.03	10772	08/04/2016	UniFirst Corporation	\$1,432.55
10695	08/04/2016	Banning Creek Enterprises, LLC	\$10,712.00	10773	08/04/2016	United Fire Equipment Co	\$427.50
10696	08/04/2016	Blackstone Audiobooks	\$150.00	10774	08/04/2016	United States Department of the Interior	\$14,000.00
10697	08/04/2016	Bowie Water Improvement District	\$79.58	10775	08/04/2016	Valley Telephone Cooperative, Inc.	\$141.39
10698	08/04/2016	Brown & White Inc	\$64,747.75	10776	08/04/2016	Valley Telephone Cooperative, Inc.	\$771.66
10699	08/04/2016	Bug-Wiser Exterminating, Inc.	\$920.00	10777	08/04/2016	Verizon Wireless	\$22.24
10700	08/04/2016	Canyon Vista Medical Center	\$22,425.00	10778	08/04/2016	Waste Management of Arizona, Inc.	\$323.76
10701	08/04/2016	Castillo, Diana	\$96.16	10779	08/04/2016	Waxie Sanitary Supply	\$200.23
10702	08/04/2016	CenturyLink	\$371.73	10780	08/04/2016	Wick Communications	\$97.97
10703	08/04/2016	CenturyLink	\$68.70	10781	08/04/2016	Willcox Auto Parts Inc.	\$124.23
10704	08/04/2016	CenturyLink	\$34.66	10782	08/04/2016	Willcox, City of	\$799.00
10705	08/04/2016	CenturyLink	\$69.32	10783	08/04/2016	WIST Office Products Co	\$94.58
10706	08/04/2016	CenturyLink	\$1,590.00	10784	08/04/2016	Cochise County Adult Probation	\$1,008.00
10707	08/04/2016	Child & Family Resources, Inc.	\$1,126.98	10785	08/04/2016	English, Ann	\$655.23
10708	08/04/2016	Child, Tori	\$100.00	10786	08/04/2016	Gonzales, Maria	\$112.60
10709	08/04/2016	Christopher Hitchcock PLC	\$700.00	10787	08/04/2016	US District Court	\$13.00
10710	08/04/2016	City of Sierra Vista	\$1,184.81	10788	08/04/2016	Anderson, Steve	\$44.00
10711	08/04/2016	City of Sierra Vista	\$11,111.59	10789	08/04/2016	Arzaga, Kelsey	\$51.00
10712	08/04/2016	Cochise County Fair Association	\$500.00	10790	08/04/2016	Bergquist, Richard	\$110.16
10713	08/04/2016	Cochise Private Industry Council, Inc.	\$67,470.00	10791	08/04/2016	Berry, Trudy	\$116.64
10714	08/04/2016	Cooke, Jack	\$97.77	10792	08/04/2016	Cooper, Renee	\$153.90
10715	08/04/2016	Copper Queen Community Hospital	\$8,845.14	10793	08/04/2016	Cornejo, Gustavo	\$172.24
10716	08/04/2016	County Supervisors Association	\$6,700.00	10794	08/04/2016	Cumberbatch, Arlene	\$163.05
10717	08/04/2016	Crowell, Patricia	\$27.54	10795	08/04/2016	Davis, Jennifer R	\$115.56
10718	08/04/2016	Culligan of Tucson	\$53.51	10796	08/04/2016	Elsouhag, Belvet	\$44.00
10719	08/04/2016	Curfman Storage, LLC	\$200.00	10797	08/04/2016	Flannigan, Ana	\$150.39
10720	08/04/2016	D&M Well Service	\$14,479.25	10798	08/04/2016	Florez, Gina	\$161.68
10721	08/04/2016	Deneke, Buffy	\$263.20	10799	08/04/2016	Herman, Sara	\$55.08
10722	08/04/2016	Diekema, James	\$85.36	10800	08/04/2016	Holliday, Deborah	\$44.00
10723	08/04/2016	Douglas NAPA	\$275.65	10801	08/04/2016	Maddux, Catherine	\$131.44
10724	08/04/2016	Douglas, City of	\$139.69	10802	08/04/2016	Mortensen, Erica	\$34.00
10725	08/04/2016	Elfrida Water Improvement	\$33.78	10803	08/04/2016	Packer, Julie Ann	\$30.24
10726	08/04/2016	Empire Southwest LLC	\$97,900.91	10804	08/04/2016	Pitzlin, Maria	\$294.00
10727	08/04/2016	Enriquez, Jesus	\$200.00	10805	08/04/2016	Pones, Rochelle	\$44.00
10728	08/04/2016	EnvisionWare, Inc.	\$1,011.53	10806	08/04/2016	Riley, James	\$377.46
10729	08/04/2016	Federal Express Corporation	\$29.00	10807	08/04/2016	Simplice, Whitney Dominique	\$116.26
10730	08/04/2016	Foam Experts Roofing, Inc.	\$19,690.00	10808	08/04/2016	Traywick, Cathy (Travel Reimb Only)	\$294.00
10731	08/04/2016	French, Edward D, Ph.D	\$4,755.00	10809	08/04/2016	Tuttle, Rocky	\$44.00
10732	08/04/2016	Gale Group	\$57.51	10810	08/04/2016	Tyler, Coe Eloise	\$44.00
10733	08/04/2016	Genesis OB/GYN, PC	\$158.89	10811	08/09/2016	Arizona Department of Corrections - Douglas	\$63.90
10734	08/04/2016	Granite Construction Company	\$2,263.80	10812	08/09/2016	Arizona Department of Corrections - Douglas	\$675.14
10735	08/04/2016	Guffey, Norman	\$200.00	10813	08/09/2016	Arizona Department of Corrections - Douglas	\$72.00
10736	08/04/2016	Hubble, Anthony D	\$250.00	10814	08/09/2016	Arizona Dept of Corrections ASPC-Tucson	\$85.50
10737	08/04/2016	Kelly, Peter A.	\$12,704.20	10815	08/09/2016	Arizona Department of Transportation	\$2,546.89
10738	08/04/2016	Law Office of Daniel DeRienzo PLLC	\$654.00	10816	08/09/2016	Arizona State Prison Complex - Fort Grant	\$142.18
10739	08/04/2016	LexisNexis Matthew Bender	\$5,448.00	10817	08/09/2016	Arizona State Prison Complex - Fort Grant	\$131.25
10740	08/04/2016	Madrid, Isabel	\$225.00	10818	08/09/2016	B & D Lumber & Hardware	\$326.16
10741	08/04/2016	Medical Diagnostic Imaging Group	\$83.21	10819	08/09/2016	Barnett's Towing & Oxygen LLC	\$277.00
10742	08/04/2016	NI Government Services Inc	\$221.18	10820	08/09/2016	Benson, City of	\$417.10
10743	08/04/2016	Nyander, Penny Sue	\$1,251.50	10821	08/09/2016	Bestway Electric Motor Service, Co. Inc	\$540.00
10744	08/04/2016	Patten, Elizabeth	\$58.32	10822	08/09/2016	Bisbee Towing	\$195.00
10745	08/04/2016	Prisoner Trans Services America LLC (PTS)	\$2,710.40	10823	08/09/2016	Cajigas, Guillermo	\$37.50
10746	08/04/2016	Prudential Overall Supply	\$113.04	10824	08/09/2016	Center for Disease Detection, LLC	\$149.00
10747	08/04/2016	Pueblo Mechanical & Controls, Inc.	\$28,132.11	10825	08/09/2016	CenturyLink	\$154.87
10748	08/04/2016	Purcell's Western State Tire Company	\$4,440.46	10826	08/09/2016	CenturyLink	\$67.30
10749	08/04/2016	Qquest Asset Management, LLC (Manager Plus)	\$15,275.00	10827	08/09/2016	Chase Technology Consulting, LLC	\$2,145.00
10750	08/04/2016	Raymond Klumb, Architect	\$9,500.00	10828	08/09/2016	Cochise County Sheriff's Department	\$1,117.08
10751	08/04/2016	Recorded Books, LLC	\$164.76	10829	08/09/2016	CRM of America LLC	\$17,740.57
10752	08/04/2016	Reed, Cynthia - Court Reporter	\$75.60	10830	08/09/2016	Culligan of Tucson	\$480.61
10753	08/04/2016	RevolutionaryText, LLC	\$3,916.67	10831	08/09/2016	DataBank IMX LLC	\$1,195.00
10754	08/04/2016	RWC International, LTD	\$5,845.40	10832	08/09/2016	Direct TV	\$1,313.87
10755	08/04/2016	Rylance, John P.	\$100.00	10833	08/09/2016	Douglas Police Department	\$3,176.35
10756	08/04/2016	Schlesinger, Aaron	\$506.60	10834	08/09/2016	Douglas, City of	\$27.11
10757	08/04/2016	Searle, Richard	\$613.44	10835	08/09/2016	Empire Southwest LLC	\$4,848.38
10758	08/04/2016	Senergy Petroleum LLC	\$7,380.78	10836	08/09/2016	Environmental Science Corp Lab Sciences	\$337.00
10759	08/04/2016	Sierra Vista NAPA	\$57.19	10837	08/09/2016	George Medina - George's Upholstery	\$130.68
10760	08/04/2016	Southeastern AZ Contractors Assoc (SACA)	\$16.00	10838	08/09/2016	Goen's Tow-En	\$190.59
10761	08/04/2016	Southwest Gas Corporation	\$752.42	10839	08/09/2016	Interstate Battery	\$15.08
10762	08/04/2016	Sparkletts	\$236.20	10840	08/09/2016	Interstate Battery	\$580.12

10841	08/09/2016	Keefe Supply Company	\$3,954.68
10842	08/09/2016	Law Office of Judy Lutgring, PLLC	\$157.00
10843	08/09/2016	LexisNexis Risk Data Management, Inc.	\$67.65
10844	08/09/2016	Lindberg, Stephen	\$882.50
10845	08/09/2016	Merle's Automotive Supply, Inc.	\$514.55
10846	08/09/2016	Natale, Gail Gianasi	\$390.00
10847	08/09/2016	O'Rielly Chevrolet, Inc.	\$747.20
10848	08/09/2016	Packaging One, Inc.	\$4,201.56
10849	08/09/2016	Prudential Overall Supply	\$146.91
10850	08/09/2016	Prudential Overall Supply	\$99.55
10851	08/09/2016	RWC International, LTD	\$2,255.15
10852	08/09/2016	Securus Technologies, Inc	\$2,479.49
10853	08/09/2016	Senergy Petroleum LLC	\$10,342.64
10854	08/09/2016	Senergy Petroleum LLC	\$10,562.47
10855	08/09/2016	Shoemaker, Brad	\$175.00
10856	08/09/2016	Sierra Vista Chamber of Commerce	\$325.00
10857	08/09/2016	Sierra Vista NAPA	\$680.91
10858	08/09/2016	Southwest Disposal LC	\$194.20
10859	08/09/2016	Southwestern Scale Co., Inc.	\$1,794.47
10860	08/09/2016	Sparkletts	\$129.79
10861	08/09/2016	SunEdison Services	\$10,336.39
10862	08/09/2016	The Bisbee Observer LLC	\$72.92
10863	08/09/2016	Trebilcock, Robert Esq.	\$1,754.00
10864	08/09/2016	U.S. Healthworks Medical Group of AZ, PC	\$169.00
10865	08/09/2016	Udall Law Firm, LLP	\$1,495.54
10866	08/09/2016	UniFirst Corporation	\$202.78
10867	08/09/2016	Valley Telephone Cooperative, Inc.	\$116.40
10868	08/09/2016	VCA Apache Animal Hospital	\$102.05
10869	08/09/2016	Verizon Wireless	\$1,492.50
10870	08/09/2016	Voyager Fleet System, Inc.	\$2,131.96
10871	08/09/2016	Watson Chevrolet Inc	\$2,598.47
10872	08/09/2016	Waxie Sanitary Supply	\$1,505.31
10873	08/09/2016	West Press	\$332.52
10874	08/09/2016	Wick Communications	\$45.94
10875	08/09/2016	Willcox Auto Parts Inc.	\$359.16
10876	08/09/2016	Willcox Auto Parts Inc.	\$723.18
10877	08/09/2016	WR Ryan Company	\$3,405.28
10878	08/09/2016	Child & Family Resources, Inc.	\$2,800.00
10879	08/09/2016	Child Parent Center, Inc.	\$2,800.00
10880	08/09/2016	Easter Seals Blake Foundation	\$5,600.00
10881	08/09/2016	Hu, Lynn	\$99.81
10882	08/09/2016	RWC International, LTD	\$375.01

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 08/30/2016

Accept County Engineer's recommendation to Establish Camino de Manana as a declared County Highway

Submitted By: Teresa Murphy, Community Development**Department:** Community Development**Division:** Right of Way**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Karen C. Riggs**TITLE of PRESENTER:** Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** ARS 28-6701 thru 28-6703**Information****Agenda Item Text:**

Accept the County Engineer's recommendation to establish Camino de Manana as a declared County Highway and set a Public Hearing for September 27, 2016.

Background:

Camino de Manana, a County maintained road located in the Mustang Corners area, is damaged annually due to flooding. An unnamed wash traverses the Cochise Ranchos subdivision from Sands Ranch Road in the west and runs in a northeasterly direction until it reaches Camino De Manana west of Highway 90. At Highway 90 ADOT created a substantial drainage channel to convey these flows under Highway 90 and an additional 1.1 miles (approx) through subdivisions east of Highway 90. The area west of Highway 90 is becoming more developed, increasing the need year round access on Camino de Manana.

As part of the annual budget the Board authorized addressing this situation. Subsequently a drainage channel was built and the road surface upgraded to a chip seal surface in order to protect the road in the area of the channel. Due to the nature of the improvements it is necessary to establish this portion of Camino de Manana as a County highway. In accordance with statute, the County Engineer is recommending that the road be established as a highway and requests that the Board set a public hearing date for September 27th to consider this recommendation.

Department's Next Steps (if approved):

Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute.

Impact of NOT Approving/Alternatives:

That portion of Camino de Manana will not be established as a declared County Highway and completed improvements will be in conflict with state statute.

To BOS Staff: Document Disposition/Follow-Up:

Please return original signed Public Notice as soon as possible to Teresa Murphy Highway Division.

AttachmentsExecutive SummaryExecutive Summary MapPublic Notice

Location Map



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DATE: 8/18/2016

TO: Board of Supervisors

THRU: Karen C. Riggs, Director

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Establishing Camino de Manana in Huachuca City as a Declared County Highway

Recommendation: Staff recommends accepting the County Engineer's recommendation and setting a public hearing for September 27th, 2016 to establish a portion of Camino de Manana as a County Highway.

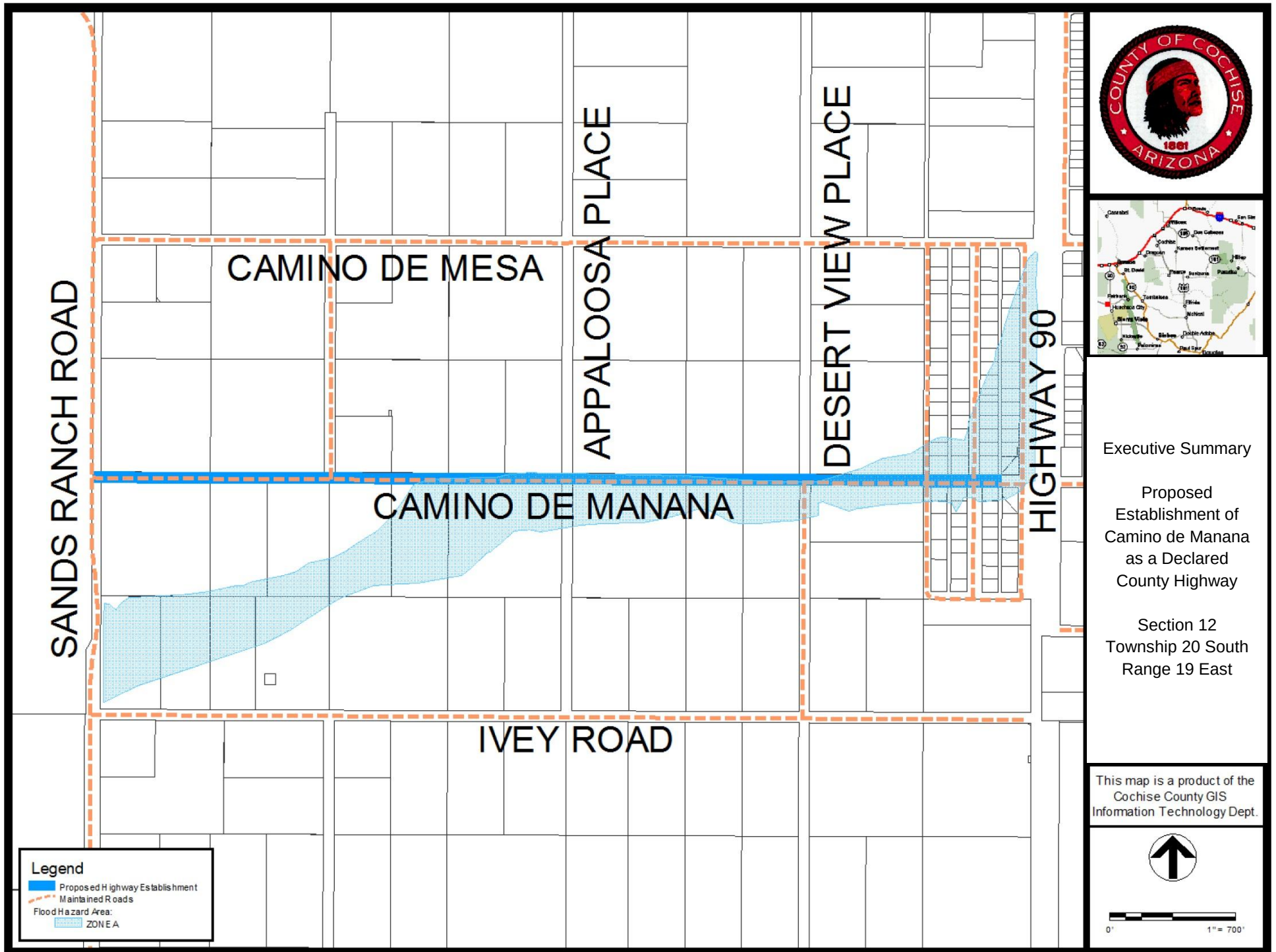
Background (Brief): Camino de Manana, a County maintained road located in the Mustang Corners area, is damaged annually due to flooding. An unnamed wash traverses the Cochise Ranchos subdivision from Sands Ranch Road in the west and runs in a northeasterly direction until it reaches Camino De Manana west of Highway 90. At Highway 90 ADOT created a substantial drainage channel to convey these flows under Highway 90 and an additional 1.1 miles (approx) through subdivisions east of Highway 90. The area west of Highway 90 is becoming more developed, increasing the need year round access on Camino de Manana.

As part of the annual budget the Board authorized addressing this situation. Subsequently a drainage channel was built and the road surface upgraded to a chip seal surface in order to protect the road in the area of the channel. Due to the nature of the improvements it is necessary to establish this portion of Camino de Manana as a County highway. In accordance with statute, the County Engineer is recommending that the road be established as a highway and requests that the Board set a public hearing date for September 27th to consider this recommendation.

Fiscal Impact & Funding Sources: No fiscal impact for establishing a highway. The improvements were completed as part of the project that was an approved expenditure by the Board of Supervisors for the 2015-2016 annual budget. Additional funds from ADEMA Hurricane Odile relief were also utilized.

Next Steps/Action Items/Follow-up: Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute.

Impact of Not Approving: That portion of Camino de Manana will not be established as a declared County Highway and completed improvements will be in conflict with state statute.



PUBLIC HEARING

ESTABLISHMENT OF A COUNTY HIGHWAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, the Engineer's recommendation to be accepted for the establishment of a County Highway, more particularly described as follows:

A portion of Camino de Manana, varying in width from 60.00 feet to 70.00 feet as dedicated, from Sands Ranch Road east approximately 1 mile to Highway 90 right-of-way, all in Section 12, Township 20 South, Range 19 East of the Gila and Salt River Base, Cochise County, Arizona.

Notice is hereby given that Tuesday, September 27th, 2016 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the Arizona Range News once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this ____ day of _____, 2016

Arlethe G. Rios, Clerk of the Board

Richard R. Searle, Chairman
Board of Supervisors



Location Map

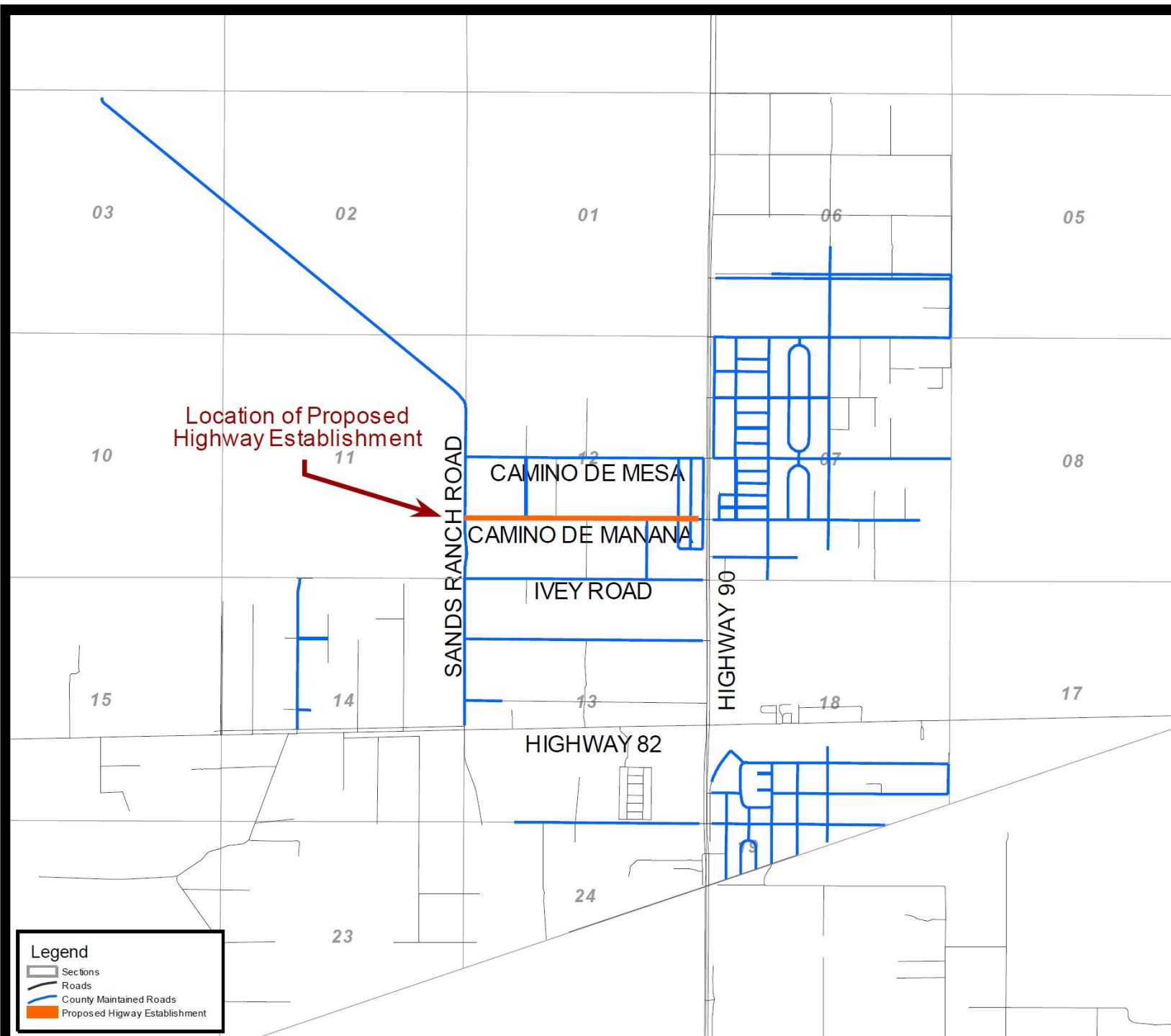
Proposed
Establishment of
Camino de Manana
as a Declared
County Highway

Section 12
Township 20 South
Range 19 East

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 3000'



Legend

- Sections
- Roads
- County Maintained Roads
- Proposed Highway Establishment

Consent 4.
Community Development

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016
Approve demands over 6 month limit in the amount of \$12,309.74
Submitted By: Nike Noack, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Financial Services Manager
Source of Mandate or Basis for Support?: 11-622

NAME of PRESENTER: Nike Noack
Mandated Function?: Federal or State Mandate

Docket Number (If applicable):

Information

Agenda Item Text:

Approve demands over six months to Arizona Department of Corrections in the amount of \$12,309.74 for inmate transportation.

Background:

On August 21, 2015 Arizona Department of Corrections sent a letter advising that an internal audit revealed Arizona Department of Corrections had not been appropriately billing for the cost of inmate transportation. We were told that as of fiscal year 2016, the Department would begin billing for these costs. This billing, however, was not completed until recently, resulting in a full year of invoicing. Due to this, Arizona Department of Corrections is requesting payment for fiscal year 2016 inmate transportation costs. These costs were incurred July 1, 2015 to June 30, 2016, resulting in demands over 6 months.

We have been advised in the future, billing will occur on a monthly cycle so as not to exceed the statutory limit.

Department's Next Steps (if approved):

If approved, invoices will be paid immediately.

Impact of NOT Approving/Alternatives:

If not approved, invoices will remain unpaid and considered past due by the vendor.

To BOS Staff: Document Disposition/Follow-Up:

None. If approved, a copy of the minutes will be attached to the invoices and kept in the vendor file for audit records.

Budget Information

Information about available funds

Budgeted: ☒	Funds Available: ☒	Amount Available: \$12,309.74
Unbudgeted: ☐	Funds NOT Available: ☐	Amendment: ☐

Account Code(s) for Available Funds

1: 251-4010-9 640.100

Fund Transfers

Fiscal Year: 2016

One-time Fixed Costs? (\$\$\$): 12,309.74

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Invoice will increase cost to inmate labor line by \$12,309.74 for fiscal year 2016.

Attachments

Highways DOC invoices
Agreement



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

May 28, 2016

Cochise County Government
Attn: Highway & Flood Plain Department
1415 West Melody Lane – Building C
Bisbee, AZ 85603

Invoice No.: 2016-M-0002

To Whom It May Concern:

On August 21, 2015, a letter was sent advising that as a result of an internal audit conducted at our facility with the start of Fiscal Year 2016, invoicing for transportation costs had not been done as outlined within the Inmate Labor Contracts and that our Central Office would be invoicing these reimbursements. Due to unforeseen circumstances, this was not completed at that level and is now the responsibility of each individual complex.

As a result, our facility is invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into your overall cost accordingly. As outlined within our contract, remit payments must be made by separate warrant on or before the 15th business day of each calendar month for the preceding month. The warrant or check shall be made payable and sent to:

Arizona State Prison Complex - Douglas
Attn: Carrie Vasquez - Business Administrator
P.O. Drawer 3867
Douglas, AZ 85608-3867

Below are your owed monthly transportation costs; due upon receipt: (County Crew #2)

	July 2015	August	September	October	November	December	January 2016	February	March	April	Grand Total
Total Mileage	1549	1149	1449	1746	1425	1686	2097	1541	2421	2509	17,572
Amount Due	\$689.31	\$511.31	\$644.81	\$776.97	\$634.13	\$750.27	\$933.17	\$685.75	\$1077.35	\$1116.51	\$7,819.58

Thank you for your prompt attention to and understanding in this matter. Please contact me with any questions or concerns at (520) 364-7521 ext. 34050 or via email at cvasquez@azcorrections.gov.

CLV/

Sincerely,

Carrie Vasquez
Business Administrator
ASPC-Douglas / Business Office

C: File



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

May 28, 2016

Cochise County Government
Attn: Highway & Flood Plain Department
1415 West Melody Lane – Building C
Bisbee, AZ 85603

Invoice No.: 2016-M-0003

To Whom It May Concern:

On August 21, 2015, a letter was sent advising that as a result of an internal audit conducted at our facility with the start of Fiscal Year 2016, invoicing for transportation costs had not been done as outlined within the Inmate Labor Contracts and that our Central Office would be invoicing these reimbursements. Due to unforeseen circumstances, this was not completed at that level and is now the responsibility of each individual complex.

As a result, our facility is invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into your overall cost accordingly. As outlined within our contract, remit payments must be made by separate warrant on or before the 15th business day of each calendar month for the preceding month. The warrant or check shall be made payable and sent to:

Arizona State Prison Complex - Douglas
Attn: Carrie Vasquez - Business Administrator
P.O. Drawer 3867
Douglas, AZ 85608-3867

Below are your owed monthly transportation costs; due upon receipt: (County Crew #3)

	July 2015	August	September	October	November	December	January 2016	February	March	April	Grand Total
Total Mileage	774	760	564	794	1128	955	1210	439	1286	1330	9,240
Amount Due	\$344.43	\$338.20	\$250.98	\$353.33	\$501.96	\$424.98	\$538.45	\$195.36	\$572.27	\$591.85	\$4,111.81

Thank you for your prompt attention to and understanding in this matter. Please contact me with any questions or concerns at (520) 364-7521 ext. 34050 or via email at cvasquez@azcorrections.gov.

CLV/

Sincerely,

Carrie Vasquez
Business Administrator
ASPC-Douglas / Business Office

C: File



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

June 18, 2016

Cochise County Government
Highway & Flood Pain Department
1415 West Melody Lane, Building C
Bisbee, AZ 85603

Invoice No.: 2016-M-0041

To Whom It May Concern:

On August 21, 2015, a letter was sent advising that as a result of an internal audit conducted at our facility with the start of Fiscal Year 2016, invoicing for transportation costs had not been done as outlined within the Inmate Labor Contracts and that our Central Office would be invoicing these reimbursements. Due to unforeseen circumstances, this was not completed at that level and is now the responsibility of each individual complex.

As a result, our facility is invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into your overall cost accordingly. As outlined within our contract, remit payments must be made by separate warrant on or before the 15th business day of each calendar month for the preceding month. The warrant or check shall be made payable and sent to:

Arizona State Prison Complex - Douglas
Attn: Carrie Vasquez - Business Administrator
P.O. Drawer 3867
Douglas, AZ 85608-3867

Below are your owed monthly transportation costs; due upon receipt: (County Sign Shop)

	July 2015	August	September	October	November	December	January 2016	February	March	April	Grand Total
Total Mileage	92.65	87.2	81.75	103.55	70.85	81.75	92.65	59.95	109	70.85	850.2
Amount Due	\$41.23	\$38.80	\$36.38	\$46.08	\$31.35	\$36.38	\$41.23	\$26.68	\$48.51	\$31.53	\$378.35

Thank you for your prompt attention to and understanding in this matter. Please contact me with any questions or concerns at (520) 364-7521 ext. 34050 or via email at cvasquez@azcorrections.gov.

CLV/

Sincerely,

Carrie Vasquez
Business Administrator
ASPC-Douglas / Business Office

C: File



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

August 31, 2015

Cochise County
1415 W. Melody Lane, Bld. C
Bisbee, AZ 85603

To Whom It May Concern:

An internal audit was conducted at our facility with the start of Fiscal Year 2016. It was discovered that invoicing for transportation costs was not being done as outlined within the Inmate Labor Contracts to read:

- A. "In addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s)."

As a result, our Agency will begin invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into their overall cost. Remit payments must be made by separate warrant and sent to:

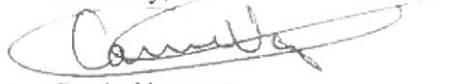
Arizona Department of Corrections
Financial Services Bureau
Attn: Ashley Ruiz – Business Administrator
1645 W. Jefferson Street
Phoenix, AZ 85007

You will be receiving correspondence from Ms. Ruiz soon and you can direct any questions to her at (602) 364-3789.

Thank you for your prompt attention to and understanding in this matter.

CLV/

Sincerely,


Carrie Vasquez
Business Administrator
ASPC-Douglas / Business Office

C:
File

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This **Contract** is entered into between the **Cochise County Board of Supervisors**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of its **Arizona State Prison Complexes – Douglas, Safford/Fort Grant and Tucson**, hereinafter known as the **Department**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

COCHISE COUNTY BOARD OF SUPERVISORS
FEDERAL TAX ID# 86-6000398

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
James E. Vlahovich		Michael P. Kearns	
Typed Name		Typed Name	
County Administrator		Division Director, Administrative Services	
Typed Title		Typed Title	
1415 Melody Lane, Building G		1645 West Jefferson Street, Mail Code 328	
Bisbee, Arizona 85603		Phoenix, Arizona 85007-3002	
Address		Address	

Additional Signatures as Applicable

Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
Typed Name		Typed Name	
Typed Title		Typed Title	

Prepared by: Stephen Castillo, Senior Procurement Specialist
Date: May 29, 2015

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 11-251, et seq. to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its Public Works and projects, and;

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Douglas, Safford/Fort Grant and Tucson, as identified herein.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs Utilizing Contractor Supervision and/or Inmate Work Programs Utilizing On-Site Correctional Officer Supervision(s) (CO) included as Attachment #1 of this contract.
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
 - 1.2.3 Contractor shall keep ADC checker informed of work location. Should the work location change, the Contractor must notify the assigned ADC checker prior to moving to the new work location.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.

- 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
- 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
 - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site www.azcorrections.gov.
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.

- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
- 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 1.12.2.1 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 1.12.2.2 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
 - 1.12.3 Failure on the part of the Contractor to respond to the request for corrective action from the Department under circumstances described in Paragraphs 1.12.1 and 1.12.2 above shall result in the immediate suspension of the work program.
 - 1.12.3.1 The parties to this Contract may meet to discuss resolution.
 - 1.12.3.2 If resolution cannot be achieved, this Contract shall be terminated.
 - 1.12.3.3 The Contractor shall make final payment to the Department as directed herein.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 If Applicable, to provide transportation of inmate workers to and from selected work site(s) in Contractor owned vehicles.
- 1.14.1 Inmate workers **shall not** be transported in privately owned vehicles at any time.
- 1.15 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.16 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.

- 1.17 That on or before the 15th business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex applicable and sent to the following addresses:

Arizona State Prison Complex – Douglas
Attention: Business Manager
P.O. Box 3867
Douglas, Arizona 85608-3867

Arizona State Prison Complex – Safford/Fort Grant
Attention: Business Manager
896 South Cook Road
Safford, Arizona 85546

Arizona State Prison Complex – Tucson
Attention: Business Manager
P.O. Box 24400
Tucson, Arizona 85734-4400

- 1.18 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.19 To insure that applicable law enforcement/traffic control is present if the job activity requires that an inmate step on the active portion (blacktop) of Interstate Highways.
- 1.20 To have and maintain all required Arizona Department of Transportation permits that are applicable and to comply with the Traffic Control requirements outlined in the permits.
- 1.21 In the event of an inmate escape, the Contractor shall immediately contact the Department and the police department.
- 1.22 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
- 1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
- 1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
- 1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
- 1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.
- 1.18.5 Designated off-road mobile equipment may be:
- 1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Cochise County, Inmate's scope of work will support the Public Works and Projects for landscapers, grounds keepers, janitors, mechanics, electricians, construction technicians, construction laborers, HVAC repairmen, cement finishers, equipment operators, computer technicians, electronic equipment installers, paint & body repairmen, plumbers, production line workers, clerical workers, welders and painters.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work hours and number of inmates shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 If the Contractor is not able to provide transportation, the Department may agree to provide transportation of inmates to and/or from the work site at the State prevailing rate.
- 2.6 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.7 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.8 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
 - 2.8.1 An inmate fails to remain at the work site.
 - 2.8.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.9 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.10 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.11 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.12 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.13 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.

- 2.14 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.15 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15.1 All verbal communications between the Department and the Contractor regarding security/safety issues or work site alterations shall be documented in writing for file.
- 2.15.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 2.16 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
- 2.16.1 Inmate name and ADC number
- 2.16.2 Hours worked
- 2.16.3 Rate of pay
- 2.16.4 Mileage (if applicable)
- 2.16.5 Vehicle repair expense (if applicable)
- 2.16.6 Total amount invoiced
- 2.17 Invoices for CO supervision shall identify at a minimum the following:
- 2.17.1 CO name(s)
- 2.17.2 CO hours worked including overtime hours, if applicable
- 2.17.3 Total amount invoiced
- 2.18 That invoices shall be sent to the Contractor at the following address:

Cochise County Board of Supervisors
Attn: Administrative Services Manager
619 Melody Lane
Bisbee, Arizona 85603

3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **June 30, 2015**.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.3 Upon termination of this Contract as permitted herein, all remaining monetary obligations up to the termination date shall be satisfied as follows:
- 3.3.1 All outstanding payments for services provided by the terms of this Contract shall be forwarded to the Department by the Contractor in the format and to the location specified herein. Said payment shall be made by the Contractor within ten (10) calendar days after termination of the Contract.
- 3.3.2 Payments made by the Contractor to the Department shall be in agreement with the Department's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, then the Department may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.
- 3.4 If a discrepancy in payment, or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) workdays after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 3.5 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.5.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.5.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.6 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.7 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 3.8 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.9 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.10 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.11 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.11.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.12 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.13 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.14 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.15 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.16 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.17 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

- 3.18 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505:
ADC Department Order 708

3.19 Unlawful Sexual Conduct

3.19.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

3.19.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.19.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.19.4 Unlawful sexual conduct; correctional facilities; classification; Definition
A.R.S. § 13-1419.

- 3.20 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.21 Contraband

3.21.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
 A.R.S. § 13-2505
 ADC Department Order 708

- 3.22 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.23 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.24 E-Verify Requirement
- 3.24.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 3.25 **INDEMNIFICATION:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

STANDARD WORK PROVISION
INMATE WORK PROGRAMS

Attachment #1
ADC Contract No. 15-102-20

- N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)

- A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.
- J. The Contractor shall provide immediate notification to the on site CO of the following:
 - 1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 - 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- K. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

STANDARD WORK PROVISION
INMATE WORK PROGRAMS

Attachment #1
ADC Contract No. 15-102-20

- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN

Attachment #2
ADC Contract No. 15-102-20

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,
Administrative Services Division

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings;
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.

STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN

Attachment #2
ADC Contract No. 15-102-20

- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
 - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
 - 2.2.16 Maintain an effective equipment inspection and maintenance program.
 - 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
 - 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
 - 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
 - 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN

Attachment #2
ADC Contract No. 15-102-20

- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN

Attachment #2
ADC Contract No. 15-102-20

minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

- 4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

- 4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

STANDARD WORK PROVISION
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rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall be provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
 - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

- 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

STANDARD WORK PROVISION
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Attachment #2
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- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
 - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
 - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
 - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
 - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
 - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
 - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
 - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
 - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
 - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

STANDARD WORK PROVISION
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- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.

**LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION**

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

CONTRACTOR
AUTHORIZED WORK LOCATION (s)

Attachment #4
ADC Contract No. 15-102-20

Work Hours	Monday through Thursday 6:00am to 3:30pm		
	Location	Preferred Number of Inmates	Supervision
1	Wilcox Transfer Station 802 E. Maley Stret Wilcox, Arizona	3	Contractor
2	Willcox Roadyard 500 N. Railroad Avenue Willcox, Arizona	8	DOC
3	Willcox Service Center 450 S. Haskell Avenue Willcox, Arizona	2-5	DOC
4	Benson Transfer Station 980 N. Madison St. Benson, Arizona	6	Contractor
5	W.R.L 2595 N. Sagebrush Road Whetstone, Arizona	13	Contractor
6	C.C.S.P 110 Naco Highway Bisbee, Arizona	1-10	Contractor
7	Facilities 1415 W. Melody Lane Bldg. C Bisbee, Arizona	1-5	Contractor
8	Mail Room 1415 W. Melody Lane Bldg. C Bisbee Arizona	1-10	Contractor
9	Bisbee Jail 203 Judd Avenue Bisbee, Arizona	2	Contractor
10	Transfer Station 110 Tovreaville Road Bisbee, Arizona	2	Contractor
11	Sign Shop 1229 Hereford Rd. Bldg. B Bisbee, Arizona	2	Contractor
12	Heavy Fleet 1221 W. Hereford Road Bisbee, Arizona	2	Contractor
13	Light Fleet 1151 Hereford Road Bisbee, Arizona ³	4	Contractor
14	County Crew #2 1229 W. Hereford Road Bisbee, Arizona	8	DOC

CONTRACTOR
AUTHORIZED WORK LOCATION (s)

Attachment #4
ADC Contract No. 15-102-20

15	Transfer Station 90 West 9 th Street Douglas, Arizona	9	Contractor
16	County Crew #3 3665 N. Leslie Canyon Rd. Douglas, Arizona	10	DOC
17	Service Center 1012 N. G. Avenue Douglas, Arizona	4	Contractor
18	Transfer Station 7201 E. Highway 90 Sierra Vista, Arizona	5	Contractor
19	Foothills/Health Department 4115 E. Foothills Drive Sierra Vista, Arizona	1	Contractor
20	Benson Service Center 126 W. 5 th Street Benson, Arizona	1-5	DOC

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

Intergovernmental Agreement with the City of Sierra Vista for Helicopter

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for critical mission use of H5 Production Air Support effective August 30, 2016 to August 30, 2017.

Background:

The current helicopter program utilizes shared observers, a combination of Sheriff's Deputies and Sierra Vista Police Officers, to man the Geronimo flights in support of the program. Sheriff's Office deputies live in the various areas of the county. When the helicopter is needed, the response has to be such that it can be launched quickly. Because of this, law enforcement officers that serve as Tactical Flight Observers (TFO) need to live within the greater Sierra Vista area. By having Sierra Vista Police Officers also serve at TFO's, we have the larger pool of personnel that we can draw from to participate in the program. The agreement is a renewal of the previous agreement and outlines the manning, reimbursement of expenses etc.

This agreement has been approved as to form by Lauri Owen of the County Attorney's Office.

Department's Next Steps (if approved):

Continue with the program utilizing both Sheriff's Deputies and Sierra Vista Police Officers.

Impact of NOT Approving/Alternatives:

The City of Sierra Vista will not be able to provide personnel for this program, making scheduling of on-call and units available to respond difficult.

To BOS Staff: Document Disposition/Follow-Up:

Please sign both copies and return to the Sheriff's Office. We will provide a copy back to the City of Sierra Vista.

Attachments



2016 FEB 29 AM 11:16

February 26, 2016

Ms. Arlethe G. Rios
Clerk of the Board
Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603

Subject: Resolution 2016-012, Intergovernmental Agreement between the City of
Sierra Vista and Cochise County for Critical Mission Use of H5
Productions Aircraft

This is to advise you that the City Council of the City of Sierra Vista, at a regular meeting held on Thursday, February 25, 2016, approved the above referenced Intergovernmental Agreement.

Once signed and recorded, please provide us with a fully executed original.

Sincerely,

A handwritten signature in purple ink, appearing to read "Maria G. Marsh", is written over the word "Sincerely,".

Maria G. Marsh
Deputy City Clerk

Enclosure: MOU and Resolution

RESOLUTION 2016-012

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA AND COCHISE COUNTY, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR CRITICAL MISSION USE OF H5 PRODUCTIONS AIRCRAFT; AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the County of Cochise (hereinafter "County") and the City of Sierra Vista (hereinafter "City"), are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

WHEREAS, the Cochise County Sheriff's Department ("CCSO") and the City of Sierra Vista Police Department ("SVPD") work cooperatively in furtherance of their core mission of ensuring the safety and wellbeing of their respective citizens; and

WHEREAS, the County is entering into an agreement with H5 Productions, Inc. to provide air support to CCSO; and

WHEREAS, the County and the City believe it to be advantageous to provide SVPD the opportunity to utilize H5 Productions' air support; and

WHEREAS, it is in the County's and the City's interest to maximize the benefit provided by the H5 Productions Agreement by utilizing the air support available;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the Mayor and City Council entering into Intergovernmental Agreements for partnerships benefitting the greater Sierra Vista community be, and hereby is, reaffirmed.

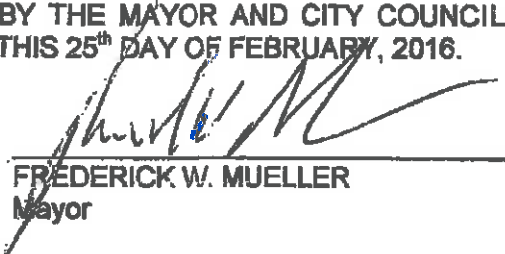
SECTION 2

The Mayor and City Council of the City of Sierra Vista hereby adopt the Intergovernmental Agreement between the City of Sierra Vista and Cochise County for Critical Mission Use of H5 Productions Aircraft.

SECTION 3

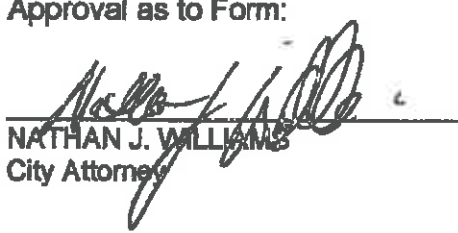
The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF SIERRA VISTA, ARIZONA, THIS 25th DAY OF FEBRUARY, 2016.



FREDERICK W. MUELLER
Mayor

Approval as to Form:



NATHAN J. WILLIAMS
City Attorney

Attest:



JILL ADAMS
City Clerk

Prepared by:
Adam D. Thrasher, Chief of Police

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF COCHISE AND CITY OF SIERRA VISTA
FOR
CRITICAL MISSION USE OF H5 PRODUCTIONS**

RECITALS

WHEREAS, the Parties, County of Cochise (hereinafter "County") and the City of Sierra Vista (hereinafter "City"), are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

WHEREAS, from time to time, the Cochise County Sheriff's Department ("CCSO") and the City of Sierra Vista Police Department ("SVPD") work cooperatively in furtherance of their core mission of ensuring the safety and wellbeing of their respective citizens; and

WHEREAS, the County has entered into an agreement with H5 Productions, Inc. (the "H5 Productions Agreement") to provide air support to CCSO; and

WHEREAS, the County and the City believe it to be advantageous to provide SVPD the opportunity to utilize H5 Productions' air support from time to time for assistance in critical missions; and

WHEREAS, it is in the County's and the City's interest to maximize the benefit provided by the H5 Productions Agreement by utilizing the air support available.

NOW, THEREFORE, the Parties agree to the following terms:

Purpose: To maximize the benefit provided to CCSO by the H5 Productions Agreement in furtherance of CCSO's and SVPD's mission and law enforcement purposes.

Incorporation of H5 Productions Agreement: The terms and conditions of the H5 Productions Agreement are hereby incorporated into this Agreement and shall apply to the piloting, maintenance, repair, mutual indemnification, and communication activities related to, and payment for, the parties' use of the aircraft.

County's Obligations:

- 1.1 The County is the designated recipient of up to forty (40) hours of flight time per month from H5 Productions. Some of these hours will be provided to SVPD on an as-needed, critical-mission basis.
- 1.2 The County agrees to reimburse the City of Sierra Vista at least quarterly for money the City pays to SVPD officers in their capacity as flight officers. SVPD flight officers will receive compensation at their hourly rate of SVPD law enforcement pay.

- 1.3 The County will provide SVPD on-flight officers with flight suits and helmets.

City's Obligations:

- 2.1 The City will provide sufficient hangar space at the Sierra Vista Municipal Airport to house the H5 Productions aircraft and provide sufficient space for any H5 Productions mechanic to properly maintain and service the aircraft. Both CCSO and SVPD will have unlimited access to the hangar space.
- 2.2 The City will provide at least one (1) Arizona Certified Peace Officer for each flight utilized by SVPD. The flight officers will operate as crew members in support of missions including but not limited to: searches for missing and endangered persons; searches for or pursuits of criminal suspects; aerial observation during the execution of high-risk search warrants and tactical operations; administrative and logistical support missions; and investigations into human and/or drug smuggling activities.
- 2.3 The City will provide SVPD Arizona Certified Peace Officers on an on-call basis to support CCSO flights. This is not to require that an SVPD flight officer be present for each CCSO flight.
- 2.4 The City will provide the County with time logs, at least quarterly, for the SVPD officers who serve as on-flight Certified Peace Officers. The logs will include the flight officer's name and badge number, scheduled on-call time, flight time, and monies paid to the officer that must be reimbursed by the County to the City.

Communication: SVPD flight officers will notify SVPD dispatch when checking on duty in support of flight operations and when flight operations are concluded. During missions, all communication shall be conducted through CCSO dispatch.

Supervision: During CCSO helicopter operations in which an SVPD flight officer is present, the SVPD officer shall report to the CCSO mission commander for purposes of the operation, as the County shall retain mission control in every case; however, SVPD will maintain control over its officers at all times.

Policy Compliance: SVPD flight officers should comply with SVPD policy and procedures and City of Sierra Vista Rules and Regulations at all times. The officer may deviate from SVPD or city policy in support of a CCSO operation at the direction of a CCSO supervisor. In such a case, the SVPD flight officer will notify a SVPD supervisor of the deviation as soon as practical.

Insurance: It is understood that County and City are both public bodies in the State of Arizona. In addition to the insurance provisions contained in the H5 Productions Agreement, each party shall maintain worker's compensation insurance as required by statutes, general commercial liability insurance, property damage insurance, and automobile liability insurance with respect to its activities under this Agreement. Except as may be required by statute, the liability insurance referred to above shall provide, as a minimum, liability coverage for not less than one million dollars (\$1,000,000) combined single limit.

No Assignment: The City shall not assign or transfer any interest in this Agreement.

Disputes: In the event of any dispute concerning any term(s) under this Agreement, the only remedy for either party is to terminate the Agreement.

Modification: This Agreement shall be reviewed annually. Modification of the terms of this Agreement must be mutually agreed to and may be accomplished at the request of either party. Significant changes that require modification to the Agreement will require a formal amendment.

Duration: This Agreement shall remain in effect, unless terminated by either party pursuant to this Agreement, for a period of one (1) year from the effective date of the H5 Productions Agreement, and shall be subject to automatic renewal pursuant to terms of the H5 Productions Agreement.

Effective Date: This Agreement shall become effective on the date that the last party to sign this agreement enters its signature.

Termination: This Agreement is subject to termination by either party, with or without cause, upon providing thirty (30) days' written notice and by the happening of any event of termination as provided for in the H5 Productions Agreement.

Notices: All notices required by this Agreement may be submitted by first-class mail to the following addresses:

For the County:
Arlethe G. Rios, Clerk
Cochise County Board of Supervisors
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603

For the City:
Jill Adams, City Clerk
City of Sierra Vista
1011 N. Coronado Drive
Sierra Vista, AZ 85635

Relationship of the Parties: 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.

Obligations Imposed by Law: Nothing in this Agreement shall relieve either government entity of any obligation or responsibility imposed on it by law.

Conflict of Interest: This Agreement is subject to cancellation pursuant to A.R.S. § 38-511 for conflict of interest.

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THIS AGREEMENT is entered into this _____ day of
2016.

Richard Searle, Chairman
Cochise County Board of Supervisors

Frederick Mueller, Mayor
City of Sierra Vista

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement for Critical Mission Use of H5 Productions Aircraft is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

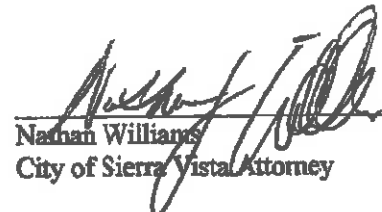
Lauri J Owen

Digitally signed by Lauri J
Owen
Date: 2016.08.08 15:14:55
-07'00'

Lauri Owen
Civil Deputy Cochise County Attorney

ATTEST:

Arlene G. Rios
Clerk of the Board of Supervisors



Nathan Williams
City of Sierra Vista Attorney

ATTEST:



Jill Adams
Sierra Vista City Clerk

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

Cochise County Regional Communications Center Agreement

Submitted By: Tom Alinen, County Sheriff

Department: County Sheriff

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

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

NAME of PRESENTER: Tom Alinen **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Contract Agreement 2016-063 between the Arizona Department of Public Safety (DPS) and the Cochise County Sheriff's Office in the amount of \$1,000,000 from DPS for the construction of the Cochise County Regional Communications Center effective August 30, 2016 to June 30, 2017.

Background:

The purpose of this Agreement is to enhance law enforcement services in Cochise County and surrounding areas by providing funding to assist in the building of a regional dispatch center. This regional dispatch center will provide both data and radio services and ultimately allow for all public safety agencies within Cochise County, including the Arizona Department of Public Safety (DPS) to be dispatched out of the same facility. DPS agrees to provide the Cochise County Sheriff's Office (CCSO) a total amount of one million dollars (\$1,000,000) to build the regional dispatch center. This amount shall be transferred within thirty (30) days of execution of this Agreement. DPS is not obligated to fund the full cost of the regional communications center as these funds are intended solely as a supplement to a mutli-phase project. HGB Foundation is committed to providing the rest of the funds to completed the regional communications center.

DPS is authorized and empowered to enter into this agreement pursuant to A.R.S. 41-1713(B)(3). Both parties are authorized and empowered to enter into this agreement pursuant to A.R.S. 11-952. CCSO agrees to provide to DPS by the 15th day of each month after execution of this agreement a report of the previous month's progress on the regional dispatch center. This report shall also include any expenditure of funds in relation to fees outlined in this agreement. This agreement is included in attachments.

Deputy Cochise County Attorney Lauri Owens has reviewed and approved this agreement on August 17, 2016. This Agreement is identified as DPS Contract Number 2016-063.

Department's Next Steps (if approved):

If this agreement is approved, the Cochise County Sheriff's Office will coordinated building efforts with the Cochise County Facilities Department.

Impact of NOT Approving/Alternatives:

Not approving this agreement would result in a lost of funds to complete the regional dispatch center.

To BOS Staff: Document Disposition/Follow-Up:

If approved, a copy needs to be returned to the Arizona Department of Public Safety Attn: Anni F. Foster, Executive Officer, 2102 West Encanto Blvd. P.O. Box 6638, Phoenix, Arizona 85005-6638 for the processing of funds allocated in this agreement.

Attachments

DPS Contract 2016-063

**AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND THE COCHISE COUNTY SHERIFF'S OFFICE REGARDING
THE COCHISE COUNTY REGIONAL COMMUNICATIONS CENTER**

This Agreement ("Agreement") is entered into between the State of Arizona through its **Department of Public Safety**, hereinafter referred to as "**DPS**" and Cochise County through the **Cochise County Sheriff's Office ("CCSO")**.

The purpose of this Agreement is to enhance law enforcement services in Cochise County and surrounding areas by providing funding to assist in the building of a regional dispatch center, which is the third and final phase of the Cochise County regional communications project. This regional dispatch center will provide both data and radio services and ultimately allow for all public safety agencies within Cochise County, including **DPS** to be dispatched out of the same facility.

DPS is authorized and empowered to enter into this agreement pursuant to A.R.S. §41-1713(B)(3). Both parties are authorized and empowered to enter into this agreement pursuant to A.R.S. §11-952. **CCSO** is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

Utilizing funds provided by **DPS**, **CCSO** agrees to complete the third and final phase of the regional communication plan which was initiated in March 2013 by the **CCSO** and the Sierra Vista Police Department (SVPD). This third and final phase consists of building a regional dispatch center.

In consideration of funds provided by **DPS**, **CCSO** shall provide space and equipment within the completed regional dispatch center for a **DPS** employee to perform dispatch services for **DPS**. In lieu of space and equipment for a **DPS** dispatcher, **CCSO** agrees to provide dispatch services to **DPS** for a period of five (5) years from the date that the center is operational. **DPS** shall have sole discretion in determining whether to have a **DPS** employee in the center or to utilize **CCSO** services.

During any period that a **DPS** dispatcher provides services in the regional operations center, **CCSO** and **DPS** agree that said employee will maintain all benefits, rights, and privileges available to said employee as a **DPS** employee. The assigned **DPS** employee shall abide by all of the applicable rules and regulations of **DPS** and those of the regional dispatch center. The employee is subject to the **DPS** disciplinary process. **CCSO** supervisors will have supervisory authority over the **DPS** employee but will not have the ability to discipline the **DPS** employee. Complaints regarding the actions of the **DPS** employee shall be forwarded to the **DPS** Operational Communications Center Manager.

II. FUNDING

DPS agrees to provide **CCSO** a total amount of one million dollars (\$1,000,000) to build the regional dispatch center. This amount shall be transferred within thirty (30) days of execution of this Agreement. **DPS** is not obligated to fund the full cost of the regional communications center as these funds are intended solely as a supplement to a multi-phase project.

CCSO agrees to use the funding provided by **DPS** for purposes to include: architect fees, building contractor fees, engineering fees (electrical, mechanical, etc.), permits and inspection fees, construction costs for a free standing building, movement and installation of existing E911 equipment, moving and installation of existing radio equipment, moving and installation of existing servers, and for installation of new radio consoles and office furniture.

CCSO agrees to provide to **DPS** by the 15th day of each month after the execution of this agreement a report of the previous month's progress on the regional dispatch center. This report shall also include any expenditure of funds in relation to the fees outlined in this agreement.

In the event that any of the funds transferred under this agreement are not used for the purposes specified in this agreement, those unused funds shall be transferred back to **DPS**.

III. RECORDKEEPING

All records regarding the agreement, including the **DPS** trooper's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, *Inspection and audit of contract provisions*.

IV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the final signature is obtained and shall remain in effect until June 30, 2017. Thereafter, the duration of this agreement shall commence on the first day of the new fiscal year, July 1st, and shall be effective through the end of the fiscal year, June 30th, and shall automatically renew annually on each subsequent July 1st for a period of time not to exceed five (5) years from July 1, 2017, or five (5) years from the date the regional dispatch center becomes operational, whichever is longer.

This agreement may be renewed upon expiration of the term through a written amendment.

V. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

VI. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

VII. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the agreement.

IX. ARBITRATION

In the event of a dispute under this agreement, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

X. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XI. AVAILABILITY OF FUNDS

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

XII. CANCELLATION

All parties are hereby put on notice that this agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XIII. TERMINATION

Either party may terminate this agreement upon thirty (30) days written notice to the other. **DPS** may terminate the Agreement upon thirty (30) days written notice to **CCSO** if **CCSO** fails to provide monthly updates on the progress of the project as provided in Section II. Upon either party's termination, **CCSO** shall repay any remaining amounts that have not been obligated up through the time upon which the termination becomes effective. Within thirty days of termination a final report on the status of the project and a detailed accounting of the funds expended shall be provided to **DPS** or **CCSO** shall return the entire amount of funds provided pursuant to this agreement to **DPS**.

XIV. RENEWAL OF AGREEMENT

If permitted by law, this Agreement may be renewed for additional terms upon mutual agreement of both parties and by both parties signing an Addendum to this Agreement. **DPS** shall schedule a review of this Agreement no less than sixty (60) calendar days prior to the expiration date. Upon agreement, **DPS** shall prepare an Addendum for an additional period for both parties' signatures. If either agency intends NOT to renew, written notice shall be given to the other party at least sixty (60) calendar days prior to the renewal date.

XV. FULL AGREEMENT/AMENDMENT

This agreement is the complete and exclusive statement of the understanding between the parties, and it supersedes all proposals, oral or written and all other documents or communications between the parties relative to the subject matter herein covered unless such documents or communications are specifically included by reference. Any changes to this agreement shall be in writing, signed by both parties and shall reference this agreement.

XVI. NOTICE

Any notice required to be given under the Agreement will be provided by mail to:

Colonel Frank L. Milstead
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1000
Phoenix, Arizona 85005-6638

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, Arizona 85603

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: 
Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

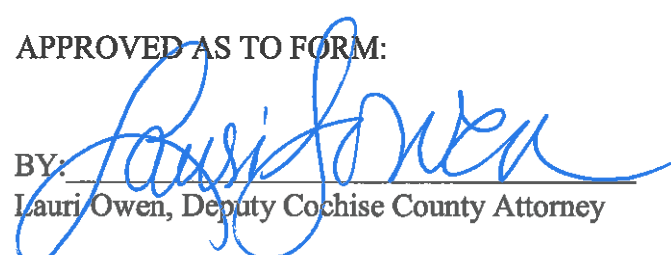
DATE: 8-16-16

COCHISE COUNTY SHERIFF'S OFFICE

BY: 
Sheriff Mark Dannels

DATE: 8/18/16

APPROVED AS TO FORM:

BY: 
Lauri Owen, Deputy Cochise County Attorney

DATE: 8/17/2016

COCHISE COUNTY BOARD OF SUPERVISORS

BY: _____

DATE: _____

ATTEST: Clerk of the Board

DATE: _____

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

IGA Border Strike Force

Submitted By: Tom Alinen, County Sheriff

Department: County Sheriff

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

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) 2016-107 between the Arizona Department of Public Safety (DPS) and the Cochise County Sheriff's Office to hire five new deputies for the Border Strike Force Bureau effective August 30, 2016 to June 30, 2017 with automatic annual renewal options through June 30, 2021.

Background:

This document is the IGA from the Arizona Department of Public Safety (DPS) to help fund the hiring of five (5) deputies. The purpose of hiring these deputies under this agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through cooperative efforts of DPS and the Cochise County Sheriff's Office (CCSO) Southeast Arizona Border Region Enforcement Unit (SABRE). Utilizing Border Strike Force Bureau (BSFB) funds, DPS agrees to partially fund five (5) fulltime CCSO sworn deputies. DPS and CCSO agree the five (5) CCSO deputies will be assigned to the SABRE/BSFB on a fulltime basis to perform the mission of SABRE/BSFB, as directed by CCSO and DPS. DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. 41-1713(B)(3).

The IGA reference this agreement is an attachment to this agenda package.

Department's Next Steps (if approved):

If this agenda item is approved, the Cochise County Sheriff's Office and the Arizona Department of Public Safety will take the administrative steps necessary to put this program together.

Impact of NOT Approving/Alternatives:

If not approved, the IGA will be returned to the Arizona Department of Public Safety with no further action.

To BOS Staff: Document Disposition/Follow-Up:

One copy to be retained by Cochise County and one copy to be returned to the Arizona Department of Public Safety through Chief Deputy Thad Smith.

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

Fiscal Impact & Funding

Sources (if known):

DECISION PACKAGE (FY 16/17)

REVISED (07/18/16)

(Additional Personnel)

The Decision Package was presented earlier to the Board of Supervisors. It reflects where the funding will come from to finance these deputies.

Department: Sheriff's Office

Date: February 18, 2016

Fund #:

Division: Sworn

Position Title: Deputy Sheriff

Pay Range: 40,000.00/52,000.00

Position Title: Deputy Sheriff Sergeant

Pay Range: 55,000.00/59,000.00

Justification: s GIITEMs salary and ERE. The County GF will have to pay for the remaining 25% of salary and ERE, and pay 100% of capital and annual operating expenses. Although this opportunity would only provide approximately 20% of the original sworn staff required, it is a step in the right direction. Furthermore, the additional five sworn officers will over a period of time benefit the county in reducing its overall unfunded PSPRS liability.

s required contribution of 25% for all five positions. This vacancy savings is derived from DPS GIITEM grant funds currently paying 75% of salary and all ERE for 1 Sergeant and 2 Deputies assigned to CCSO SABRE unit. The GFs. Additional costs to the county include annual operating expense and capital expenses. These costs are further outlined below.

Annual Operating Cost:

- 1 - Sergeant (classified/non-exempt)
- Step 2 Wages – 57,000.00
- 35,055.00 = 61.5% (FICA, PSRS, WC)
- 7,458.00 (employee/dependant)
- **Total – 99,513.00**

- 1 - Master Deputy (classified/non-exempt)
- Wages – 52,000.00
- 31,980.00 = 61.5% (FICA, PSRS, WC)
- Health Ins – 7,458.00 (employee only)
- **Total – 91,438.00**

- 1 - Senior Deputy (classified/non-exempt)
- Wages – 49,000.00
- 30,135.00 = 61.5% (FICA, PSRS, WC)

- Health Ins – 7,458.00 (employee only)
- **Total – 86,593.00**

- 2 - Intermediate Deputy (classified/non-exempt)
- Wages – 46,000.00
- 28,290.00 = 61.5% (FICA, PSRS, WC)
- 7,458.00 (employee/dependant)
- **Total – 81,748.00**
- **Subtotal – 163,496.00**

- Uniform Allowance
- 720.00 – (annual per deputy)
- **Total – 3,600.00 (annual x 5)**

- Overtime
- 1,397.44 - FY15/16 GF per person average (sworn classified/non-exempt)
- **Total – 6,987.20 (5 sworn classified/non-exempt)**

- Training
 - 1225.40 - FY15/16 GF per person average(sworn)
 - **Total – 6,127.00 (5 sworn classified/non-exempt)**

- Body Armor
- 700.00 (per unit every 5 yrs)
- 140.00 (per unit annually)
- **Total – 700.00 (annually x 5 units)**

- Vehicle Operation
- Annual- 17,820.00 (replace/maintenance/fuel per mile = \$0.66 @ 27,000 miles annually)
- Jet Pack – 480.00 annual (mobile computer)
- Radio – 130.00 annual (fleet costs replacement)
- **Total – 18,430.00**
- **Subtotal – 92,150.00**

- Ammunition
- Training and Duty - 535.71 (per deputy annually)
- **Total – 2,678.55 (all calibers)**

- **Annual Operating Cost Totals:**
- 330,780.00 (75% GIITEM salary/ERE/benefits)
- 110,260.00(25% COCHISE salary/ERE/benefits)
- 441,040.00(total salary/ERE's/benefits)
- 112,242.75(vehicle/training/OT/armor/ COCHISE)
- **553,282.75 – (Total)**
- **(GIITEM FUNDS)**
- **COCHISE GF VACANCY SAVINGS FUNDS)**
- **112,242.75 – Subtotal (COCHISE ANNUAL OPERATING FUNDS - new money)**

Capital Expenses:

- Vehicles
 - 2, SSV 4x4 Tahoe @ 44,980.00 ea. (state contract)
 - 2, PPV 4x2 Tahoe @ 42,630.00 ea. (state contract)
 - 1, K1500 4x4 crew cab P.U. @ 40,750.00 ea. (state contract)

- **Total – 215,970.00 (5 units) (Cochise funds – new money)**

- **Equipment Issued (**asterisk indicates out of stock*)**

- Motorola Portable Radio – 9,000.00 with attachments
- Motorola Mobile Radio – 7,000.00 with attachments
- Handgun – 1,100.00
- Rifle – 950.00
- Shotgun – 530.00
- Panasonic Tablet - 8,500.00* (docking station, console, and all ancillary parts)
- Taser1,200.00*
- Road Spikes – 500.00*
- Flashlight – 130.00* (with charger)
- Badge – 95.00*
- Recorder – 100.00*
- **Total – 29,105.00 (per deputy)**
- **-18,580.00 (in stock items)**
- **Total – 10,525.00 (per deputy)**
- **Subtotal – 52,625.00.00 (5 deputies) (Cochise funds - new money)**

- **Capital Expense Totals:**

- 215,970.00 (vehicles)
- 145,525.00 (equipment)
- **Total – 361,495.00**
- **-92,900.00 (in stock items for 5 deputies)**
- **Subtotal – 268,595.00 (Cochise funds – new money)**

- **Sum-Total:**

- 112,242.75 – (COCHISE ANNUAL OPERATING FUNDS) new money
- 268,595.00 – (COCHISE CAPITAL EXPENSE FUNDS) new money
- **Total – 380,837.75 (first year) new money**
- **112,242.75 (following years annual operating expense - COCHISE FUNDS)**

Attachments

IGA

**INTERGOVERNMENTAL AGREEMENT
REGARDING
BORDER STRIKE FORCE BUREAU**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cochise County Sheriff's Office ("CCSO").

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S/Mexico border within Cochise County, through the cooperative efforts of DPS and the CCSO – Southeast Arizona Border Region Enforcement Unit, hereinafter referred to as "SABRE".

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. CCSO is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

Utilizing Border Strike Force Bureau, hereinafter referred to as "BSFB," funds, DPS agrees to partially fund five (5) fulltime CCSO sworn officers (deputies). DPS and CCSO agree the five (5) CCSO officers will be assigned to SABRE/BSFB on a fulltime basis to perform the mission of SABRE/BSFB, as directed by CCSO, and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

II. REIMBURSEMENT

DPS agrees to reimburse CCSO on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workers compensation and social security at established rates, vacation and sick leave taken while working SABRE/BSFB.

Overtime compensation will be for SABRE/BSFB related joint operations only. There must be a minimum of 40 hours of SABRE/BSFB related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse CCSO for overtime compensation to its officers based on funding availability.

Monthly vacation or sick leave which accrues, but not used by the officers, will not be reimbursed. CCSO will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-

going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officers reporting to BSFB, CCSO agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse CCSO for salary raises or modifications to base salaries, unless CCSO submits such modification to DPS at least 60 days prior to the effective date of such modification.

CCSO agrees to provide to DPS by the 15th of each month a report of the previous month's SABRE/BSFB enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the officers by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

Any other equipment assigned to the officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officers assigned to BSFB will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officers who undergo testing. Officers may be removed from BSFB for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

CCSO agrees to permit their officers to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, CCSO officers covered by the IGA shall be deemed to be employees of both agencies. CCSO, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to BSFB.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30th, 2017. Thereafter, the duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years from July 1st, 2016.

Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancellation of the IGA.

XIV. AVAILABILITY OF FUNDS

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

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

BSFB Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, Arizona 85603

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

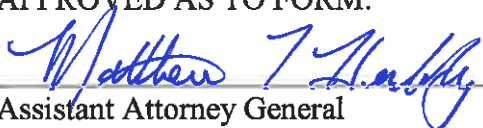
The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: 
Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

DATE: 8/2/16

APPROVED AS TO FORM:


Assistant Attorney General

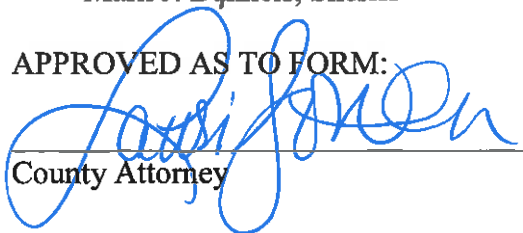
DATE: 7/27/16

COCHISE COUNTY SHERIFF'S OFFICE

BY: 
Mark J. Dannels, Sheriff

DATE: 8/15/16

APPROVED AS TO FORM:


County Attorney

DATE: 8/17/2016

COCHISE COUNTY BOARD OF SUPERVISORS

BY: _____
Richard Searle, Chairman of the Board

DATE: _____

ATTEST:

Arlathe G. Rios, Clerk of the Board

DATE: _____



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION / TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
MATTHEW T. HERLIHY
ASSISTANT ATTORNEY GENERAL

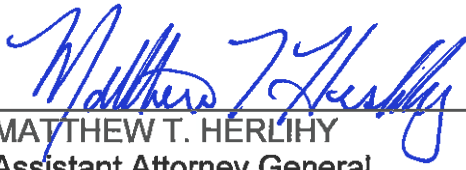
July 28, 2016

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012016002764 (**DPS IGA 2016-107**), an Agreement between public agencies, the State of Arizona and the Cochise County Sheriff's Office, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

MARK BRNOVICH
Attorney General


MATTHEW T. HERLIHY
Assistant Attorney General
Transportation Section

MTH:rl:# 5227397
Attachment

Regular Board of Supervisors Meeting**Meeting Date:** 08/30/2016

Resolution authorizing Cochise County Treasurer to collect and disburse the property taxes for 2016.

Submitted By: Pam Munsey, County Treasurer**Department:** County Treasurer**Presentation:** No A/V
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature
Required**# of ORIGINALS** 2
Submitted for Signature:**NAME**
of PRESENTER: Catherine L.
Traywick**TITLE** Treasurer
of PRESENTER:**Mandated Function?:** Federal or State
Mandate**Source of Mandate** 42-18003
or Basis for Support?:**Docket Number (If applicable):****Information****Agenda Item Text:**

Adopt Resolution 16-24 authorizing Cochise County Treasurer to collect and disburse the property taxes for 2016.

Background:

Pursuant to A.R.S. 42-18003 the attached resolution allows for the collection of 2016 property taxes by the County Treasurer.

Department's Next Steps (if approved):

Cochise County Treasurer's office will collect and disburse 2016 property taxes.

Impact of NOT Approving/Alternatives:

The Treasurer could not collect and disperse the 2016 property taxes. Pursuant to A.R.S. 42-18003, which states: "On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll."

To BOS Staff: Document Disposition/Follow-Up:

Please send signed copy to Treasurer's Office. Thank you.

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

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Cochise County Treasurer's office will collect and disburse 2016 property taxes.

Attachments

Resolution Authorizing Cochise Co Treasurer to Collect and Disburse Property Taxes for 2016

RESOLUTION 16-__

**AUTHORIZING THE COCHISE COUNTY TREASURER TO COLLECT
AND DISBURSE THE PROPERTY TAXES FOR 2016**

WHEREAS, the Tax Roll and Cross-index for the 2016 property taxes have been prepared in the manner required by law and have been previously delivered to the Cochise County Treasurer; and

WHEREAS, the Board of Supervisors has established the applicable tax rates and tax levies by formal action taken on August 15, 2016, in the manner required by law; and

WHEREAS, upon the completion of the property assessments and tax roll, the Board of Supervisors is required by A.R.S. § 42-18003 to adopt a resolution for the collection of the taxes by the Treasurer, in the manner required by law; and

WHEREAS, the subject 2016 Tax Roll, a voluminous document previously physically delivered to the Treasurer, is hereby incorporated by reference to this Resolution,

IT IS HEREBY RESOLVED that the Cochise County Treasurer is hereby directed and authorized to collect the property taxes as indicated on the 2016 Tax Roll and to perform all other actions necessary for the proper receipt and disbursement of these funds.

PASSED, APPROVED AND ADOPTED by the Cochise County Board of Supervisors,
____ day of _____, 2016.

Richard Searle, Chairman

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios, Clerk of the Board



Britt W. Hanson, Chief Civil Deputy

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/30/2016

IGA for Elections Supplies - Bisbee, Benson, Town of Huachuca City, Sierra Vista, Tombstone, Willcox

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:** 5 or More**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 six Intergovernmental Agreements (IGA)s between the Cochise County Elections & Special Districts Department and the cities of: Benson, Bisbee, Huachuca City, Sierra Vista, Tombstone, and Willcox for Elections Supplies and Services effective August 1, 2016 through December 31, 2017.

Background:

In order to formalize the relationship between the cities who use the services of the Elections & Special Districts Department and the cities mentioned, the Board must approve an IGA that details the services and related costs.

Department's Next Steps (if approved):

Send fully executed originals to each city.

Impact of NOT Approving/Alternatives:

There will not be any current agreements in which the Elections & Special Districts can perform services for the mentioned cities.

To BOS Staff: Document Disposition/Follow-Up:

Mail one fully executed original to the corresponding city; email Katie Howard a copy of a fully executed original; scan and file the 2nd fully executed original.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

HLT Grant-Tuberculosis Control

Submitted By: Briggita Hodges, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation: Approve

of ORIGINALS 0
Submitted for Signature:

NAME Carrie Langley
of PRESENTER:

TITLE Director of Nursing
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 an Intergovernmental Agreement (IGA) Contract No. ADHS 13-049245, Amendment #1, County Tuberculosis Control Program between the Arizona Department of Health Services and the Cochise County Health Department for the period of 7/1/2013 to 06/30/2018 in the amount of \$12,000.

Background:

Cochise Health and Social Services has the responsibility to conduct screening, investigation and treatment for suspected, latent and active cases of Tuberculosis in Cochise County. ADHS supports the County's efforts by means of grant funding to pay for consulting physician services, necessary testing, and medication. Salaries may also be paid from these grant funds, and the current allocation model allows for approximately 15% of the TB Coordinator's salary.

The ADHS has funded this program for several years with funding remaining consistent over the past four years.

Department's Next Steps (if approved):

Implement grant

Impact of NOT Approving/Alternatives:

Denial of this grant will burden the County general funds with the expense of the mandatory requirement of TB screening, investigation and treatment.

To BOS Staff: Document Disposition/Follow-Up:

N/a

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: 12,000

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: 234

Fund Transfers

Fiscal Year: 2017

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 4514.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, five-year, cost-reimbursement program through the Arizona Department of Health Services in the amount of \$12,000.00 dollars. This agreement includes: \$9200.00 for Personnel and ERE, \$1800.00 for Professional and Outside services, \$800.00 for Travel, \$199.00 for other operating expenses and \$1.00 for Capital Outlay as a placeholder. The agreement allows for 35% transfer of funds within the grant without prior approval of ADHS.

Salary's & ERE's	=	\$9,200
A-87 OH Rate @ 49.06%	=	\$4,514
OH Authorized	=	\$ 0
Net County Subsidy	=	\$4,514

Attachments

- Executive Summary
 - Grant Approval Form
 - Purchase Order
-

Executive Summary Form

Agenda Number: 3057 HLT

Recommendation:

Approval of IGA Contract No. ADHS 13-049245, Amendment #1, County Tuberculosis Control Program between the Arizona Department of Health Services and the Cochise County Health Department. This contract is for the period of 7/1/2013 to 06/30/2018. This agreement is for a five-year renewable contract. The amount of the grant is unchanged at \$12,000. This is a cost-reimbursement grant.

Background (Brief):

Cochise Health and Social Services has the responsibility to conduct screening, investigation and treatment for suspected, latent and active cases of Tuberculosis in Cochise County. ADHS supports the County's efforts by means of grant funding to pay for consulting physician services, necessary testing, and medication. Salaries may also be paid from these grant funds, and the current allocation model allows for approximately 15% of the TB Coordinator's salary.

The ADHS has funded this program for several years with funding remaining consistent over the past four years.

Fiscal Impact & Funding Sources:

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Salary's & ERE's	=	\$9,200
A-87 OH Rate @ 49.06%	=	\$4,514
OH Authorized	=	\$ 0
Net County Subsidy	=	\$4,514

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Denial of this grant will burden the County general funds with the expense of the mandatory requirement of TB screening, investigation and treatment.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Carrie Langley

Date Prepared: 08/05/16

Point of Contact: Carrie Langley

Phone Number: 432-9468

Department: **Health & Social Services**

PRIMARY GRANT

Primary Grantor: AZDHS

No CFDA

CFDA:
www.CFDA.gov

Grant Title: Tuberculosis Control

Grant Term From: 8/1/16

To: 7/31/17

Total Award Amount: 12,000.00

New Grant: ☐ Yes ☐ No

Grant No: ADHS13-049245

Amendment: ☐ Yes ☐ No

Amendment No: 1

GL Account No: 234-5000-5200

If new, Finance will assign a fund number.

Strategic Plan: **Health & Wellbeing**

District: **CW**

Mandated by Law ☐ Yes ☐ No

Number of Positions Funded: 0.15

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

The intent of the Tuberculosis Control funding is to conduct screening, identification, and treatment for individuals living in Cochise County who are infected with active or latent TB infection.

Funding Year: 2016

Federal Funds 332.100

State Funds 336.100 12,000.00

County Funds 391.000

Other Funds:

Total Funds: 12,000.00

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: \$ 4,514.00

(b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 4,514.00

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.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 North 18th Ave., Suite 280
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX
Procurement Officer:
Delilah Gonzalez

Agreement No. **ADHS13-049245**

Amendment No. **1**

TUBERCULOSIS CONTROL

Effective upon signature, it is mutually agreed that the referenced Agreement is amended as follows:

1. Pursuant to Terms and Conditions of the Agreement, Provision Six (6) Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Price Sheet shall be replaced with the Price Sheet in this Amendment. The Price Sheet total dollar amount remains the same; funds are reallocated to cover additional expenses in Personnel and ERE.

(Continued on the next page)

Cochise County Health and Social Services

Contractor Name

Authorized Signature

1415 W. Melody Ln, Bldg A

Address

Print Name

Bisbee

AZ

85603

City

State

Zip

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 Arizona.

Signature

Date

Print Name

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, 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

Date

Assistant Attorney General Print Name

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 _____ 2016

Procurement Officer

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Ave., Suite 280 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Agreement No. ADHS13-049245	Amendment No. 1	Procurement Officer: Delilah Gonzalez

Revised Price Sheet

	Account Classification	Amount
1.	Personnel Services and ERE	\$9,200.00
2.	Professional and Outlets Services	\$1,800.00
3.	Travel Expenses	\$800.00
4.	Other Operating Expenses	\$199.00
5.	Capital Outlay Expenses	\$1.00
6.	Other	\$0.00
	TOTAL	\$12,000.00

LINE ITEM BUDGET TRANSFERS

With prior approval from the ADHS TB Program Manager, the contractor is authorized to transfer up to a maximum of thirty-five percent (35%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty-five percent (35%) or to a non-funded item shall require an Agreement Amendment.

Regular Board of Supervisors Meeting**Information Technologies****Meeting Date:** 08/30/2016

Approve an Intergovernmental Agreement (IGA) with the Arizona Board of Regents for the installation of an FM Radio Antenna on a county-owned tower

Submitted By: David Raber, Information Technology**Department:** Information Technology

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: David Raber **TITLE of PRESENTER:** Director, Information Technology

Docket Number (If applicable):

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

Information**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) with the Arizona Board of Regents on behalf of the University of Arizona, Arizona Public Media for the installation of an FM Radio Antenna on a county-owned tower effective from August 30, 2016 through August 30, 2041.

Background:

Several months ago, the Board of Supervisors (BOS) approved a Memorandum of Understanding (MOU) between Cochise County Information Technology (CCIT) and Arizona Public Media (AZPM). The purpose of the MOU was to do the following: 1) secure support needed from AZPM for the Federal Communications Commission (FCC) approval of two links on the Cochise County Microwave/Radio network and 2) secure support needed from CCIT to allow AZPM access to a county-owned tower for placement of an FM antenna/receiver which would provide National Public Radio (NPR) broadcasts to Cochise County residents. Since the BOS approval of the MOU, item 1 has been resolved based on AZPM's letters of support that were provided to the FCC. This item is the next step necessary in resolving item 2.

Department's Next Steps (if approved):

Continue to work with AZPM to complete the structural analysis of the tower (At AZPM's expense) to allow installation of the FM antenna on the Cochise County tower.

Impact of NOT Approving/Alternatives:

If not approved, AZPM will not have access to the county-owned tower.

To BOS Staff: Document Disposition/Follow-Up:

Please send two signed originals to Britt Hanson.

Attachments

**INTERGOVERNMENTAL AGREEMENT
FOR INSTALLATION OF AN FM RADIO ANTENNA
BETWEEN COCHISE COUNTY AND THE
ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA,
ARIZONA PUBLIC MEDIA**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between Cochise County, a political subdivision of the State of Arizona (“County”) and **The Arizona Board of Regents on behalf of the University of Arizona, Arizona Public Media** (hereinafter referred to as “AZPM”) pursuant to [A.R.S. §11-952 et seq.](#)

RECITALS

- A. County and AZPM may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§11-951 through 11-954 and 41-2631 through 41-2634.
- B. County is a member of the Mule Mountain Users Association (the “Association”), which controls access to a tower owned by the County that is located on an area of the Mule Mountains commonly known as Juniper Flats (the “Tower”).
- C. The County currently has an 80-foot self-supporting Tower located on the Site.
- D. The County currently has two shelters (the “Shelters”) next to the Tower, one of which houses communications equipment, and one of which houses a generator.
- E. On April 8, 2016, AZPM applied to the Association to co-locate an FM antenna and transmitter on the Site and have access to the Shelters for installation of related equipment.
- F. County has applied to the FCC to establish a fixed service path within the 6,875 – 7,125 MHz band for links between Bisbee, Sierra Vista and Texas Canyon which crosses the established broadcast service area of AZPM, and AZPM has submitted a letter in support of the County’s application, which is the consideration for the license to be granted to AZPM to collocate its antenna pursuant to this Agreement.
- G. County and AZPM desire to set forth the terms upon which AZPM may collocate its antenna on the Tower.

AGREEMENT

1. Purpose.

The purpose of this Agreement is to set forth the rights and responsibilities of the parties related to the installation and collocation of AZPM's FM radio antenna on the Tower.

2. License. The County hereby grants AZPM a license to install and maintain an FM Radio Broadcast Antenna (the "Antenna") on the Tower on the following conditions:

- A. Approvals. The County has supported AZPM's application to the Association, which has been granted, and will continue to support any further approvals needed from the Association. In addition, the County will cooperate in securing any approvals for this license as may be needed from the Bureau of Land Management, which owns the real estate on which the Tower is located, for modifications to the existing tower and an additional structure for a generator with sufficient capacity to facilitate use of all of the County's and AZPM's equipment and its propane fuel tank.
- B. The Antenna to be collocated on the Tower will be a 19' 11", 3-bay antenna, to be attached to a mast placed at the top of the Tower. Any change to the size and capacity of the Antenna will require approval by the County.
- C. The Tower and Modifications. Adding the Antenna to the Tower may require structural modifications to the Tower. Accordingly:
 - i. AZPM will commission, at its expense, a detailed independent engineering study of the Tower and the modifications required to place the Equipment on it and will submit a construction plan to the Cochise County officials for review and approval. Modifications likely include reinforcement of the Tower structure and possibly adjustments to the location of equipment on the Tower for proper wind loading.
 - ii. The County has the right to review and approve, or disapprove, the construction plan. Upon County's approval, AZPM will contract with a licensed and insured tower contractor to make all approved structural and other modifications of the Tower at AZPM's expense.
 - iii. Before the Antenna is installed, the County shall have the right to inspect the Tower modifications to determine whether they are sufficient to support the Antenna and the County's antenna.
 - iv. The parties acknowledge that after the Tower is modified and the Antenna is installed, from time to time the Tower will require

maintenance. The County will be responsible for performing or contracting for maintenance. AZPM will reimburse the County for one-half the cost of maintenance.

- v. After the Antenna is installed, AZPM will have 24/7/365 access to the Tower to perform maintenance of its Antenna; provided, however, that AZPM shall notify the County before accessing the Tower.
- vi. If the Tower is destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other casualty, i) the County shall have the right but not the obligation to repair or rebuild the Tower, and ii) AZPM shall have the right to terminate this Agreement by written notice to the County within thirty (30) days of such destruction or damage.

D. Shelters. The County will provide AZPM with 24/7/365 access to the equipment and generator shelters (the "Shelters") located at the base of the Tower that house the generator and other equipment necessary to operate the Antenna and the County's antenna; provided, however, that AZPM shall notify the County before accessing the Shelter. AZPM may install one (1) 72" rack in which to place AZPM's transmission equipment to be configured in a manner that will comply with the stipulations of Cochise County's approved BLM site plan. Cochise County will supply AZPM with at least one (1) set of keys to the Shelters.

E. Electric Power. AZPM will install a dedicated electric power meter to monitor the power consumption of its broadcast and related equipment and will set up an account with the local utility company for its electrical power service. The installation will include two (2) transfer switches and two (2) circuit breakers.

F. Electric Power Generator.

- i. Installation. At its expense, AZPM will purchase and install, at a location adjacent to the base of Cochise County's tower, a propane-powered electric power generator to be configured in a manner that will comply with the stipulations of Cochise County's approved BLM site plan. This will replace Cochise County's existing generator, which will be removed at AZPM's expense.
- ii. Rating. The generator will be rated to supply the electrical load required to continuously operate AZPM's radio transmitter and associated equipment and Cochise County's transmitter and associated equipment during grid-sourced electric power service interruptions.

- iii. All costs related to the purchase, installation, repair and maintenance of the generator will be borne by AZPM.
- G. Generator Fuel. AZPM will be responsible for maintaining a sufficient fuel reserve for the generator and will work with Cochise County to develop a metric for determining its share of re-fueling fees, which cost will be borne by AZPM.
- H. Installation and Use of the Antenna/Interference Elimination. The parties acknowledge that there is potential for operation of the Antenna to interfere with the frequencies of the County's antenna and frequencies of other members of the Association. Accordingly:
 - i. After installing the Antenna, but before permanent operation, there will first be a test period to ensure that there is no interference. This will be determined by the Users Association.
 - ii. At any time during the term of this Agreement, if operation of the Antenna interferes with wireless communications operations of the County or other members of the Association, AZPM will promptly respond to eliminate any such interference and will bear all costs incurred in eliminating such interference.
- I. Mule Mountain Site Plan.
 - i. Costs of Preparation. AZPM will assume all costs related to preparation and submission of the required modified BLM Mule Mountain telecommunications site plan.
 - ii. As the approved tenant of BLM's Mule Mountain telecommunications site, Cochise County will act as petitioner to the BLM for approval of the required modified site plan.
 - iii. Cochise County agrees to represent AZPM's best interests to the Mule Mountain Users Association and to facilitate acceptance of AZPM's co-location at Cochise County's Mule Mountain location.
- J. County's Antenna. The County shall have the right to change-out or add an antenna to the Tower; provided, however, that any such change-out or addition shall not interfere with AZPM's operation of its Antenna; and provided further that if such change-out or addition affects or may affect the structural integrity of the Tower, the County will be responsible for modifying the Tower at its own cost.

3. Term and Termination

- A. This Agreement will commence on the date of execution by all parties. It shall

remain in effect for twenty-five years. Either party may terminate this Agreement for material breach by the other party, with notice to such party, and after good faith attempts to resolve any dispute concerning the breach. Any modification of this Agreement shall be by formal written amendment executed by both parties. The parties may extend this Agreement by formal written extension executed by both Parties.

- B. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Cochise County Board of Supervisors or the Arizona state legislature does not appropriate sufficient monies to allow the fulfillment of either party's obligations under this Agreement. In the event of such cancellation, Cochise County shall have no further obligation to AZPM, and AZPM's only obligation to County will be to remove its equipment from the Tower and restore the Tower and Site to their condition as of the Effective Date of this Agreement.
- C. Upon termination of this Agreement, AZPM will promptly remove its Antenna and any of its equipment in the Shelter; provided, however, that, at the County's option, the Generator and any other equipment necessary to operate the County's antenna shall remain.

4. Severability

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

5. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, AZPM shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death),

or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of (insert name of other governmental entity)'s contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

6. Americans With Disabilities Act

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

7. Cancellation For Conflict Of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

8. No Joint Venture

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any of AZPM's, or between AZPM and any County employees. None of the parties shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other party.

9. Insurance.

A. Coverages. Subject to section 10. E. below, the Parties to this Intergovernmental Agreement shall obtain and maintain at their own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 1) *Commercial General Liability*. Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, endorsed to

include County as an additional insured with coverage at least as broad as ISO form CG 20 10.

- 2) *Commercial General Automobile Liability.* Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to use for simple commuting).
 - 3) *Workers' Compensation.* Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.
 - 4) *Property.* Property insurance covering the Party's real and personal property.
- B. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.
- C. Certificates of Insurance. The Parties shall provide each other with current certificates of insurance within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Intergovernmental Agreement of cancellation, non-renewal or material change.
- D. Self-Insurance Pool. The requirements of this Section 9 above may be alternatively met by the Parties through self-insurance or participation in a governmental insurance risk pool, at no less than the minimal levels set forth in this article. If applicable, Parties to this Intergovernmental Agreement shall provide all other Parties with certificates of self-insurance under A.R.S. §§ 11-261 and 11-981 or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, or participation in the self-insurance program administered by the State of Arizona Department of Administration pursuant to A.R.S. §§ 41-621, *et seq.*, within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates must provide for guaranteed thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change.

10. Compliance With Laws

The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), County certifies that those services will be provided by a contractor licensed by

ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

11. Non-Discrimination

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any State law that mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, veteran's status, genetic code or national origin shall have equal access to employment and educational opportunities.

12. No Third Party Beneficiaries

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

13. Notice

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Cochise County
Attn: David Raber

UNIVERSITY OF ARIZONA:
Arizona Public Media
Attn: Jack Gibson
University of Arizona
1423 E. University Blvd. #225
Tucson, AZ 85721
520-621-5805

14. Entire Agreement

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and

understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

COCHISE COUNTY

**ARIZONA BOARD OF REGENTS,
UNIVERSITY OF ARIZONA**

Richard Searle
Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

Date

ATTEST

Arlenthe Rios, Clerk of Board

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Cochise County and The Arizona Board of Regents on behalf of the University of Arizona, Arizona Public Media has been reviewed pursuant to [A.R.S. § 11-952 et seq.](#) by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

COCHISE COUNTY:

Britt Hanson, Chief Civil Deputy County Attorney

Date

ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

Heather K. Gaines, Associate General Counsel,
University of Arizona

Date

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

Approve demands over 6 month limit in the amount of \$3,361.77

Submitted By: Nike Noack, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

**# of ORIGINALS
Submitted for Signature:** 0

**NAME
of PRESENTER:** Nike Noack

**TITLE
of PRESENTER:** Financial Services
Manager

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:** 11-622

Docket Number (If applicable):

Information

Agenda Item Text:

Approve demands over six months to Arizona Department of Corrections in the amount of \$3,361.77 for inmate transportation costs.

Background:

On August 21, 2015 Arizona Department of Corrections sent a letter advising that an internal audit revealed Arizona Department of Corrections had not been appropriately billing for the cost of inmate transportation. We were told that as of fiscal year 2016, the Department would begin billing for these costs. This billing, however, was not completed until recently, resulting in a full year of invoicing. Due to this, Arizona Department of Corrections is requesting payment for fiscal year 2016 inmate transportation costs. These costs were incurred July 1, 2015 to June 30, 2016, resulting in demands over 6 months.

We have been advised in the future, billing will occur on a monthly cycle so as not to exceed the statutory limit.

Department's Next Steps (if approved):

If approved, invoices will be paid immediately.

Impact of NOT Approving/Alternatives:

If not approved, invoices will remain unpaid and considered past due by the vendor.

To BOS Staff: Document Disposition/Follow-Up:

None. If approved, a copy of the minutes will be attached to to invoices and kept in the vendor file for audit records.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: 3361.77

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: 505-7000-7100-640.100

Fund Transfers

Fiscal Year: 2016

One-time Fixed Costs? (\$\$\$): 3361.77

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Invoices will increase fiscal year 2016 inmate labor costs by \$3,361.77.

Attachments

Solid Waste DOC invoices

Agreement

Agreement part 2

SW

Arizona Department of Corrections



DOUGLAS A. DUCEY
GOVERNOR

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

June 18, 2016

Cochise County Solid Waste Management
Attn: Ann M. Maclean – Sierra Vista Transfer Station
2595 N. Sagebrush Road
Huachuca City, AZ 85616

Invoice No.: ~~2016-M-0013~~

To Whom It May Concern:

On August 21, 2015, a letter was sent advising that as a result of an internal audit conducted at our facility with the start of Fiscal Year 2016, invoicing for transportation costs had not been done as outlined within the Inmate Labor Contracts and that our Central Office would be invoicing these reimbursements. Due to unforeseen circumstances, this was not completed at that level and is now the responsibility of each individual complex.

As a result, our facility is invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into your overall cost accordingly. As outlined within our contract, remit payments must be made by separate warrant on or before the 15th business day of each calendar month for the preceding month. The warrant or check shall be made payable and sent to:

Arizona State Prison Complex - Douglas
Attn: Carrie Vasquez - Business Administrator
P.O. Drawer 3867
Douglas, AZ 85608-3867

Below are your owed monthly transportation costs; due upon receipt:

	July 2015	August	September	October	November	December	January 2016	February	March	April	Grand Total
Total Mileage	912	940.80	571.20	1115.20	876.40	315.43	676.80	\$49.26	480	240	6677.09
Amount Due	\$405.84	\$418.66	\$254.18	\$496.26	\$390.00	\$140.37	\$301.18	\$244.42	\$213.60	\$106.80	\$2,971.31

Thank you for your prompt attention to and understanding in this matter. Please contact me with any questions or concerns at (520) 364-7521 ext. 34050 or via email at cvasquez@azcorrections.gov.

CLV/

Sincerely,

Carrie Vasquez
Business Administrator
ASPC-Douglas / Business Office

C: File



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

June 18, 2016

Cochise County Solid Waste Management
Attn: Ann M. Maclean - Bisbee Transfer Station
2595 N. Sagebrush Road
Huachuca City, AZ 85616

Invoice No.: ~~2015-N-0035~~

To Whom It May Concern:

On August 21, 2015, a letter was sent advising that as a result of an internal audit conducted at our facility with the start of Fiscal Year 2016, invoicing for transportation costs had not been done as outlined within the Inmate Labor Contracts and that our Central Office would be invoicing these reimbursements. Due to unforeseen circumstances, this was not completed at that level and is now the responsibility of each individual complex.

As a result, our facility is invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into your overall cost accordingly. As outlined within our contract, remit payments must be made by separate warrant on or before the 15th business day of each calendar month for the preceding month. The warrant or check shall be made payable and sent to:

Arizona State Prison Complex - Douglas
Attn: Carrie Vasquez - Business Administrator
P.O. Drawer 3867
Douglas, AZ 85608-3867

Below are your owed monthly transportation costs; due upon receipt:

	July 2015	August	September	October	November	December	January 2016	February	March	April	Grand Total
Total Mileage	98.10	87.2	81.75	103.55	76.3	87.2	103.55	59.95	109	70.85	877.45
Amount Due	\$43.65	\$38.80	\$36.38	\$46.08	\$33.95	\$38.80	\$46.08	\$26.68	\$48.51	\$31.53	\$390.46

Thank you for your prompt attention to and understanding in this matter. Please contact me with any questions or concerns at (520) 364-7521 ext. 34050 or via email at cvasquez@azcorrections.gov.

CLV/

Sincerely,

Carrie Vasquez
Business Administrator
ASPC-Douglas / Business Office

C: File



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

August 31, 2015

Cochise County
1415 W. Melody Lane, Bld. C
Bisbee, AZ 85603

To Whom It May Concern:

An internal audit was conducted at our facility with the start of Fiscal Year 2016. It was discovered that invoicing for transportation costs was not being done as outlined within the Inmate Labor Contracts to read:

- A. "In addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s)."

As a result, our Agency will begin invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into their overall cost. Remit payments must be made by separate warrant and sent to:

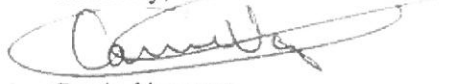
Arizona Department of Corrections
Financial Services Bureau
Attn: Ashley Ruiz – Business Administrator
1645 W. Jefferson Street
Phoenix, AZ 85007

You will be receiving correspondence from Ms. Ruiz soon and you can direct any questions to her at (602) 364-3789.

Thank you for your prompt attention to and understanding in this matter.

CLV/

Sincerely,


Carrie Vasquez
Business Administrator
ASPC-Douglas / Business Office

C:
File

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This **Contract** is entered into between the **Cochise County Board of Supervisors**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of its **Arizona State Prison Complexes – Douglas, Safford/Fort Grant and Tucson**, hereinafter known as the **Department**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

COCHISE COUNTY BOARD OF SUPERVISORS
FEDERAL TAX ID# 86-6000398

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
James E. Vlahovich		Michael P. Kearns	
Typed Name		Typed Name	
County Administrator		Division Director, Administrative Services	
Typed Title		Typed Title	
1415 Melody Lane, Building G		1645 West Jefferson Street, Mail Code 328	
Bisbee, Arizona 85603		Phoenix, Arizona 85007-3002	
Address		Address	

Additional Signatures as Applicable

Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
Typed Name		Typed Name	
Typed Title		Typed Title	

Prepared by: Stephen Castillo, Senior Procurement Specialist
Date: May 29, 2015

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 11-251, et seq. to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its Public Works and projects, and;

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Douglas, Safford/Fort Grant and Tucson, as identified herein.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs Utilizing Contractor Supervision and/or Inmate Work Programs Utilizing On-Site Correctional Officer Supervision(s) (CO) included as Attachment #1 of this contract.
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
 - 1.2.3 Contractor shall keep ADC checker informed of work location. Should the work location change, the Contractor must notify the assigned ADC checker prior to moving to the new work location.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.

- 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
- 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
 - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site www.azcorrections.gov.
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.

- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
- 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 1.12.2.1 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 1.12.2.2 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
 - 1.12.3 Failure on the part of the Contractor to respond to the request for corrective action from the Department under circumstances described in Paragraphs 1.12.1 and 1.12.2 above shall result in the immediate suspension of the work program.
 - 1.12.3.1 The parties to this Contract may meet to discuss resolution.
 - 1.12.3.2 If resolution cannot be achieved, this Contract shall be terminated.
 - 1.12.3.3 The Contractor shall make final payment to the Department as directed herein.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 If Applicable, to provide transportation of inmate workers to and from selected work site(s) in Contractor owned vehicles.
- 1.14.1 Inmate workers **shall not** be transported in privately owned vehicles at any time.
- 1.15 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.16 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.

- 1.17 That on or before the 15th business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex applicable and sent to the following addresses:

Arizona State Prison Complex – Douglas
Attention: Business Manager
P.O. Box 3867
Douglas, Arizona 85608-3867

Arizona State Prison Complex – Safford/Fort Grant
Attention: Business Manager
896 South Cook Road
Safford, Arizona 85546

Arizona State Prison Complex – Tucson
Attention: Business Manager
P.O. Box 24400
Tucson, Arizona 85734-4400

- 1.18 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.19 To insure that applicable law enforcement/traffic control is present if the job activity requires that an inmate step on the active portion (blacktop) of Interstate Highways.
- 1.20 To have and maintain all required Arizona Department of Transportation permits that are applicable and to comply with the Traffic Control requirements outlined in the permits.
- 1.21 In the event of an inmate escape, the Contractor shall immediately contact the Department and the police department.
- 1.22 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
- 1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
- 1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
- 1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
- 1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.
- 1.18.5 Designated off-road mobile equipment may be:
- 1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Cochise County, Inmate's scope of work will support the Public Works and Projects for landscapers, grounds keepers, janitors, mechanics, electricians, construction technicians, construction laborers, HVAC repairmen, cement finishers, equipment operators, computer technicians, electronic equipment installers, paint & body repairmen, plumbers, production line workers, clerical workers, welders and painters.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work hours and number of inmates shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 If the Contractor is not able to provide transportation, the Department may agree to provide transportation of inmates to and/or from the work site at the State prevailing rate.
- 2.6 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.7 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.8 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
 - 2.8.1 An inmate fails to remain at the work site.
 - 2.8.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.9 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.10 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.11 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.12 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.13 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.

- 2.14 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.15 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15.1 All verbal communications between the Department and the Contractor regarding security/safety issues or work site alterations shall be documented in writing for file.
- 2.15.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 2.16 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
- 2.16.1 Inmate name and ADC number
- 2.16.2 Hours worked
- 2.16.3 Rate of pay
- 2.16.4 Mileage (if applicable)
- 2.16.5 Vehicle repair expense (if applicable)
- 2.16.6 Total amount invoiced
- 2.17 Invoices for CO supervision shall identify at a minimum the following:
- 2.17.1 CO name(s)
- 2.17.2 CO hours worked including overtime hours, if applicable
- 2.17.3 Total amount invoiced
- 2.18 That invoices shall be sent to the Contractor at the following address:

Cochise County Board of Supervisors
Attn: Administrative Services Manager
619 Melody Lane
Bisbee, Arizona 85603

3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **June 30, 2015**.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.3 Upon termination of this Contract as permitted herein, all remaining monetary obligations up to the termination date shall be satisfied as follows:
- 3.3.1 All outstanding payments for services provided by the terms of this Contract shall be forwarded to the Department by the Contractor in the format and to the location specified herein. Said payment shall be made by the Contractor within ten (10) calendar days after termination of the Contract.
- 3.3.2 Payments made by the Contractor to the Department shall be in agreement with the Department's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, then the Department may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.
- 3.4 If a discrepancy in payment, or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) workdays after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 3.5 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.5.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.5.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.6 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.7 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 3.8 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.9 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.10 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.11 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.11.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.12 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.13 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.14 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.15 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.16 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.17 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

- 3.18 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505:
ADC Department Order 708

3.19 Unlawful Sexual Conduct

3.19.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

3.19.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.19.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.19.4 Unlawful sexual conduct; correctional facilities; classification; Definition
A.R.S. § 13-1419.

- 3.20 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.21 Contraband

3.21.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
 A.R.S. § 13-2505
 ADC Department Order 708

- 3.22 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.23 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.24 E-Verify Requirement
- 3.24.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 3.25 **INDEMNIFICATION:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

STANDARD WORK PROVISION
INMATE WORK PROGRAMS

Attachment #1
ADC Contract No. 15-102-20

- N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)

- A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.
- J. The Contractor shall provide immediate notification to the on site CO of the following:
 - 1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 - 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- K. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

STANDARD WORK PROVISION
INMATE WORK PROGRAMS

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- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN

Attachment #2
ADC Contract No. 15-102-20

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,
Administrative Services Division

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings;
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.

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SITE SAFETY AND
HEALTH PLAN

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- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
 - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
 - 2.2.16 Maintain an effective equipment inspection and maintenance program.
 - 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
 - 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
 - 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
 - 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

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- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

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minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

- 4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

- 4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

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rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall be provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
 - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

- 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

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- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
 - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
 - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
 - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
 - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
 - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
 - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
 - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
 - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
 - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

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- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.

**LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION**

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

CONTRACTOR
AUTHORIZED WORK LOCATION (s)

Attachment #4
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Work Hours	Monday through Thursday 6:00am to 3:30pm		
	Location	Preferred Number of Inmates	Supervision
1	Wilcox Transfer Station 802 E. Maley Stret Wilcox, Arizona	3	Contractor
2	Willcox Roadyard 500 N. Railroad Avenue Willcox, Arizona	8	DOC
3	Willcox Service Center 450 S. Haskell Avenue Willcox, Arizona	2-5	DOC
4	Benson Transfer Station 980 N. Madison St. Benson, Arizona	6	Contractor
5	W.R.L 2595 N. Sagebrush Road Whetstone, Arizona	13	Contractor
6	C.C.S.P 110 Naco Highway Bisbee, Arizona	1-10	Contractor
7	Facilities 1415 W. Melody Lane Bldg. C Bisbee, Arizona	1-5	Contractor
8	Mail Room 1415 W. Melody Lane Bldg. C Bisbee Arizona	1-10	Contractor
9	Bisbee Jail 203 Judd Avenue Bisbee, Arizona	2	Contractor
10	Transfer Station 110 Tovreaville Road Bisbee, Arizona	2	Contractor
11	Sign Shop 1229 Hereford Rd. Bldg. B Bisbee, Arizona	2	Contractor
12	Heavy Fleet 1221 W. Hereford Road Bisbee, Arizona	2	Contractor
13	Light Fleet 1151 Hereford Road Bisbee, Arizona ³	4	Contractor
14	County Crew #2 1229 W. Hereford Road Bisbee, Arizona	8	DOC

CONTRACTOR
AUTHORIZED WORK LOCATION (s)

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15	Transfer Station 90 West 9 th Street Douglas, Arizona	9	Contractor
16	County Crew #3 3665 N. Leslie Canyon Rd. Douglas, Arizona	10	DOC
17	Service Center 1012 N. G. Avenue Douglas, Arizona	4	Contractor
18	Transfer Station 7201 E. Highway 90 Sierra Vista, Arizona	5	Contractor
19	Foothills/Health Department 4115 E. Foothills Drive Sierra Vista, Arizona	1	Contractor
20	Benson Service Center 126 W. 5 th Street Benson, Arizona	1-5	DOC

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 08/30/2016

Compensation Plan 2016

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint **Recommendation:** Approve

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

NAME of PRESENTER: Ed Gilligan **TITLE of PRESENTER:** Deputy County Administrator

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

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt a six-level broad-banded pay structure for Cochise County positions.

Background:

A six-level broadbanded pay structure is being presented to the Board for adoption as the first step in transitioning to a market-based pay structure for Cochise County. Upon Board adoption of this pay structure, human resources will begin working with County departments and elected offices to consolidate 322 existing job classifications and group like classifications into the six new broadbands. This transition will result in budgeted pay adjustments to approximately 150 employees whose current compensation is significantly below market value.

Department's Next Steps (if approved):

Implement phased broad-band pay structure.

Impact of NOT Approving/Alternatives:

The current system will stay in place.

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

Background Presentation

COCHISE COUNTY

Compensation Work Session Two August 23, 2016

James E. Vlahovich, County Administrator
Edward T. Gilligan, Deputy County Administrator
Julie Morales, Director, Human Resources



Public Programs...Personal Service

COCHISE COUNTY

Objectives

- Review plan of action discussed in work session one
- Discuss broadband structure
- Discuss transition costs and existing salary savings funds
- Question and answer
- Establish time line for next steps



Public Programs...Personal Service

COCHISE COUNTY

Plan of Action

- Adopt a six-level broadbanded pay structure to replace the 38 pay grades we currently have
- Consolidate the 322 job classifications currently in use into fewer positions which better match positions in the greater marketplace
- Adjust salaries for positions furthest from market
- Enhance the current employee performance evaluation process to better align pay and performance



Public Programs...Personal Service

COCHISE COUNTY

Plan of Action

- Adopt a compensation plan which guides directors and elected officials in making consistent, equitable compensation decisions for all personnel
- Partner with the courts to align their compensation plan with the County's
- Train all management personnel in the proper assessment of employees and executing the new compensation plan
- Allocate of funds to sustain annual salary growth



Public Programs...Personal Service

COCHISE COUNTY

Board Action Timeline

- ❑ Adopt pay structure (August 2016)
- ❑ Approve total compensation plan(Spring 2017)
- ❑ Approve/fund comprehensive pay plan (FY18)



Public Programs...Personal Service

COCHISE COUNTY

Proposed Pay Structure April 2016

Band A	\$20,800	\$41,600	100%
Band B	\$28,080	\$56,160	100%
Band C	\$37,908	\$75,816	100%
Band D	\$51,176	\$102,352	100%
Band E	\$69,087	\$138,175	100%
Band F	\$93,268	\$186,536	100%



Public Programs...Personal Service

COCHISE COUNTY

Proposed Pay Structure August 30, 2016

Band A	\$18,000	\$36,000	100%
Band B	\$24,000	\$48,000	100%
Band C	\$30,000	\$60,000	100%
Band D	\$41,000	\$82,000	100%
Band E	\$55,500	\$125,000	125%
Band F	\$84,000	\$189,000	125%



Public Programs...Personal Service

COCHISE COUNTY

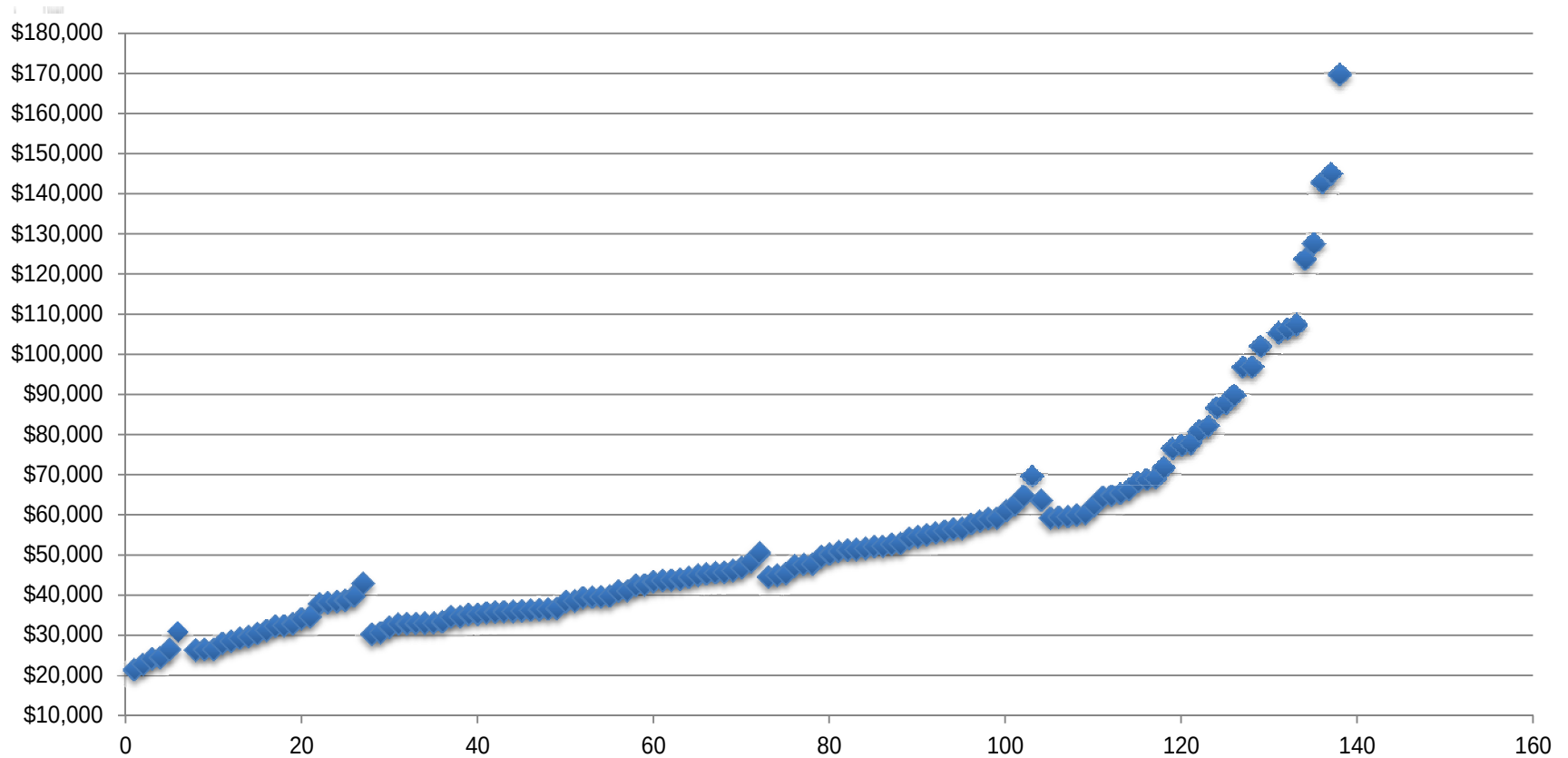
Reasons for the adjustment

- Market differences between salaries for general labor positions and administrative support
- Modified bands are generally based upon ranges of 80-120% of the market median for key positions within each band
- There is significant variance in the scope of management and professional duties for positions in the upper bands



Public Programs...Personal Service

COCHISE COUNTY



Public Programs...Personal Service

COCHISE COUNTY

Transition Expenses

Approximately \$305,000

- Band A \$0
- Band B 12 classifications, \$75,000
- Band C 19 classifications, \$191,000
- Band D 5 classifications, \$21,300
- Band E 5 classifications, \$17,400
- Band F \$0

Total adjustments impact 155 employees in 41 classes spread throughout all departments except BOS, HR, Finance, Procurement, Elections, IT, Library, and Recorder



Public Programs...Personal Service

COCHISE COUNTY

Department	Adopted Budget Salaries 09/10	Adopted Budget Salaries 16/17	Change	Adopted Budget Sal & ERES 09/10	Adopted Budget Sal & ERES 16/17	Change
BOS	\$ 899,767	\$ 659,673	(\$240,094)	\$ 1,155,179	\$ 886,094	(\$269,085)
Treas	\$ 708,402	\$ 605,679	(\$102,723)	\$ 943,976	\$ 838,939	(\$105,037)
Assr	\$ 1,220,595	\$ 1,093,671	(\$126,924)	\$ 1,672,070	\$ 1,550,177	(\$121,893)
Recorder	\$ 235,630	\$ 256,371	\$20,741	\$ 317,538	\$ 358,043	\$40,505
Elections	\$ 120,753	\$ 158,604	\$37,851	\$ 158,564	\$ 205,201	\$46,637
Atty	\$ 1,594,000	\$ 1,441,842	(\$152,158)	\$ 2,052,299	\$ 1,932,495	(\$119,804)
Clerk of Court	\$ 1,052,913	\$ 973,028	(\$79,885)	\$ 1,415,915	\$ 1,377,293	(\$38,622)
Court Admin	\$ 2,004,372	\$ 1,828,617	(\$175,755)	\$ 2,638,491	\$ 2,522,234	(\$116,257)
Justice Courts	\$ 1,714,599	\$ 1,702,375	(\$12,224)	\$ 2,282,631	\$ 2,346,268	\$63,637
Constable	\$ 107,816	\$ 105,987	(\$1,829)	\$ 148,428	\$ 153,141	\$4,713
Adult Prob	\$ 347,416	\$ 287,720	(\$59,696)	\$ 446,710	\$ 417,176	(\$29,534)
Juvenile	\$ 1,595,843	\$ 1,329,881	(\$265,962)	\$ 2,126,023	\$ 1,899,640	(\$226,383)
Sub Def	\$ 1,035,797	\$ 1,017,573	(\$18,224)	\$ 1,322,004	\$ 1,339,061	\$17,057
Legal Def	\$ 761,382	\$ 747,727	(\$13,655)	\$ 977,307	\$ 979,255	\$1,948
Procurement	\$ 250,276	\$ 202,685	(\$47,591)	\$ 327,420	\$ 274,881	(\$52,539)
Finance	\$ 510,302	\$ 576,176	\$65,874	\$ 666,284	\$ 759,919	\$93,635
IT	\$ 1,194,977	\$ 1,111,759	(\$83,218)	\$ 1,535,785	\$ 1,459,611	(\$76,174)
P & Z	\$ 1,107,554	\$ 842,424	(\$265,130)	\$ 1,477,320	\$ 1,147,552	(\$329,768)
Facilities	\$ 1,085,970	\$ 1,026,474	(\$59,496)	\$ 1,516,789	\$ 1,476,654	(\$40,135)
Human Res	\$ 245,787	\$ 280,794	\$35,007	\$ 323,836	\$ 374,559	\$50,723
Econ Dev	\$ 42,135	\$ -	(\$42,135)	\$ 55,066	\$ -	(\$55,066)
Sheriff	\$ 7,818,815	\$ 8,012,358	\$193,543	\$ 11,238,159	\$ 12,951,941	\$1,713,782
Emerg Svc	\$ 102,403	\$ 75,045	(\$27,358)	\$ 132,846	\$ 97,284	(\$35,562)
Health	\$ 2,052,517	\$ 1,806,767	(\$245,750)	\$ 2,709,216	\$ 2,433,120	(\$276,096)
School	\$ 267,967	\$ 225,262	(\$42,705)	\$ 359,223	\$ 312,683	(\$46,540)
Total	\$ 28,077,988	\$ 26,368,492	(\$1,709,496)	\$ 37,999,079	\$ 38,093,221	\$94,142
Gen Gov	\$ 588,178	\$ 1,178,137		\$ 914,998	\$ 1,708,487	
Total	\$ 28,666,166	\$ 27,546,629		\$ 38,914,077	\$ 39,801,708	



Public Programs...Personal Service

COCHISE COUNTY

Questions?



Public Programs...Personal Service

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/30/2016

Over the Counter Sale

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Arlethe Rios

of PRESENTER:

TITLE Clerk of the Board

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees.

Background:

Following Board approval on July 26, 2016 of the May 2016 online land auction sales, staff posted the Unsold Parcels on the county's website and began accepting over-the-counter (OTC) bids.

Two OTC bids have been received and are reflected on the attached report; in addition, the bidders will each pay a \$75 administrative fee. The bid and associated payment has been received by BOS office staff for the parcels listed on the report totaling \$5,665 (\$5,515 for bids and \$150 administrative fees - 2 bidders).

Acceptance of this bid brings the total YTD sales to \$203,262.53.

There are 48 parcels remaining for sale (see attached unsold parcels list).

Department's Next Steps (if approved):

Deposit check and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

Impact of NOT Approving/Alternatives:

Properties will not be sold and will not be put back on the County's tax roll.

To BOS Staff: Document Disposition/Follow-Up:

Refer to Dept's Next Steps, above.

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

Exhibit A
Exhibit B

Unit	Total Parcels	Legal Description.Acres.Zoning	Proposed Bid	Minimum Bid	Bidder Name	Type of Deed	Address	City, State, Zip Code	Admin Fee
26	2	Parcel Number: 12206218 Legal Description: ARIZ SUN SITES #3 LOT 2 BLK 406 Parcel Size: 2.07 Acres Zoning: SR-43 Parcel Number: 12206226 Legal Description: ARIZ SUN SITES #3 LOT 10 BLK 406 Parcel Size: 2 Acres Zoning: SR-43	\$ 805.00	\$ 800.00	Joe Luis Madrid	Single Person as Sole Owner	1502 8th Street	Alamosa, CO 81101	\$75
80	2	Parcel Number: 20608083 Legal Description: ARIZ SUN SITES #6 LOT 3 BLK 667 Parcel Size: 0.85 Acres Zoning: SR-22 Parcel Number: 20608084 Legal Description: ARIZ SUN SITES #6 LOT 4 BLK 667 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 605.00	\$ 600.00	Joe Luis Madrid	Single Person as Sole Owner	1502 8th Street	Alamosa, CO 81101	n/a
84	1	Parcel Number: 20608168 Legal Description: ARIZ SUN SITES #6 LOT 28 BLK 670 Parcel Size: 0.87 Acres Zoning: SR-22Parcel Number: 20608169 Legal Description: ARIZ SUN SITES #6 LOT 29 BLK 670 Parcel Size: 1.39 Acres Zoning: SR-22	\$805.00	\$ 800.00	Joe Luis Madrid	Single Person as Sole Owner	1502 8th Street	Alamosa, CO 81101	n/a
93	1	Parcel Number: 20702128 Legal Description: ARIZ SUN SITES #9 LOT 8 BLK 777 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	\$75.00
94	2	Parcel Number: 20702143 Legal Description: ARIZ SUN SITES #9 LOT 3 BLK 778 Parcel Size: 0.86 Acres Zoning: SR-22 Parcel Number: 20702144 Legal Description: ARIZ SUN SITES #9 LOT 4 BLK 778 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 600.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
96	2	Parcel Number: 20702301 Legal Description: ARIZ SUN SITES #9 LOT 1 BLK 786 Parcel Size: 0.85 Acres Zoning: SR-22 Parcel Number: 20702302 Legal Description: ARIZ SUN SITES #9 LOT 2 BLK 786 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 600.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
97	1	Parcel Number: 20704136 Legal Description: ARIZ SUN SITES #9 LOT 20 BLK 809 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a

98	2	Parcel Number: 20704162 Legal Description: ARIZ SUN SITES #9 LOT 6 BLK 811 Parcel Size: 0.85 Acres Zoning: SR-22 Parcel Number: 20704170 Legal Description: ARIZ SUN SITES #9 LOT 14 BLK 811 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 100.00	\$ 600.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
100	1	Parcel Number: 20704202 Legal Description: ARIZ SUN SITES #9 LOT 6 BLK 813 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
102	1	Parcel Number: 20704258 Legal Description: ARIZ SUN SITES #9 LOT 6 BLK 816 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
103	1	Parcel Number: 20704263 Legal Description: ARIZ SUN SITES #9 LOT 11 BLK 816 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
109	1	Parcel Number: 20708042 Legal Description: ARIZ SUN SITES #10 LOT 6 BLK 932 Parcel Size: 0.51 Acres Zoning: SR-22	\$ 100.00	\$ 250.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
110	1	Parcel Number: 20708107 Legal Description: ARIZ SUN SITES #10 LOT 17 BLK 947 Parcel Size: 0.52 Acres Zoning: SR-22	\$ 100.00	\$ 250.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
111	1	Parcel Number: 20708135 Legal Description: ARIZ SUN SITES #10 LOT 3 BLK 941 Parcel Size: 0.52 Acres Zoning: SR-22	\$ 100.00	\$ 250.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
116	1	Parcel Number: 20709023 Legal Description: ARIZ SUN SITES #9 LOT 3 BLK 788 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
117	1	Parcel Number: 20709067 Legal Description: ARIZ SUN SITES #9 LOT 7 BLK 790 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
118	1	Parcel Number: 20709168 Legal Description: ARIZ SUN SITES #9 LOT 8 BLK 795 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
119	2	Parcel Number: 20709191 Legal Description: ARIZ SUN SITES #9 LOT 11 BLK 796 Parcel Size: 0.86 Acres Zoning: SR-22 Parcel Number: 20709192 Legal Description: ARIZ SUN SITES #9 LOT 12 BLK 796 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 600.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a

120	1	Parcel Number: 20709227 Legal Description: AZIZ SUN SITES #9 LOT 7 BLK 798 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
121	1	Parcel Number: 20709276 Legal Description: ARIZ SUN SITES #9 LOT 16 BLK 800 Parcel Size: 0.87 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
122	1	Parcel Number: 20709283 Legal Description: ARIZ SUN SITES #9 LOT 3 BLK 801 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 350.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
123	3	Parcel Number: 20709301 Legal Description: ARIZ SUN SITES #9 LOT 1 BLK 802 Parcel Size: 0.81 Acres Zoning: SR-22 Parcel Number: 20709302 Legal Description: ARIZ SUN SITES #9 LOT 2 BLK 802 Parcel Size: 0.86 Acres Zoning: SR-22 Parcel Number: 20709319 Legal Description: ARIZ SUN SITES #9 LOT 19 BLK 802 Parcel Size: 0.88 Acres Zoning: SR-22	\$ 100.00	\$ 750.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
126	1	Parcel Number: 20711152 Legal Description: ARIZ SUN SITES #10 LOT 8 BLK 967 Parcel Size: 0.51 Acres Zoning: SR-22	\$ 100.00	\$ 250.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
128	1	Parcel Number: 20711223 Legal Description: ARIZ SUN SITES #10 LOT 7 BLK 971 Parcel Size: 0.52 Acres Zoning: SR-22	\$ 100.00	\$ 250.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
129	1	Parcel Number: 20712014 Legal Description: ARIZ SUN SITES #10 LOT 14 BLK 923 Parcel Size: 0.51 Acres Zoning: SR-22	\$ 100.00	\$ 250.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
130	1	Parcel Number: 20713033 Legal Description: ARIZ SUN SITES #9 LOT 13 BLK 828 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
131	1	Parcel Number: 20713080 Legal Description: ARIZ SUN SITES #9 LOT 20 BLK 830 Parcel Size: 0.85 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
132	1	Parcel Number: 20713159 Legal Description: ARIZ SUN SITES #9 LOT 19 BLK 834 Parcel Size: 0.84 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
133	1	Parcel Number: 20713170 Legal Description: ARIZ SUN SITES #9 LOT 10 BLK 835 Parcel Size: 0.87 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a

134	1	Parcel Number: 20713265 Legal Description: ARIZ SUN SITES #9 LOT 5 BLK 840 Parcel Size: 0.87 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
135	3	Parcel Number: 20713268 Legal Description: ARIZ SUN SITES #9 LOT 8 BLK 840 Parcel Size: 0.87 Acres Zoning: SR-22 Parcel Number: 20713269 Legal Description: ARIZ SUN SITES #9 LOT 9 BLK 840 Parcel Size: 0.87 Acres Zoning: SR-22 Parcel Number: 20713270 Legal Description: ARIZ SUN SITES #9 LOT 10 BLK 840 Parcel Size: 0.87 Acres Zoning: SR-22	\$ 100.00	\$ 1,200.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
136	1	Parcel Number: 20713300 Legal Description: ARIZ SUN SITES #9 LOT 20 BLK 841 Parcel Size: 0.87 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
137	1	Parcel Number: 20713340 Legal Description: ARIZ SUN SITES #9 LOT 20 BLK 843 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
138	1	Parcel Number: 20713380 Legal Description: ARIZ SUN SITES #9 LOT 20 BLK 845 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
139	2	Parcel Number: 20713394 Legal Description: ARIZ SUN SITES #9 LOT 14 BLK 846 Parcel Size: 0.87 Acres Zoning: SR-22 Parcel Number: 20713395 Legal Description: ARIZ SUN SITES #9 LOT 15 BLK 846 Parcel Size: 0.87 Acres Zoning: SR-22	\$ 100.00	\$ 700.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a
140	1	Parcel Number: 20713440 Legal Description: ARIZ SUN SITES #9 LOT 20 BLK 848 Parcel Size: 0.86 Acres Zoning: SR-22	\$ 100.00	\$ 450.00	Jason Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	n/a

Unit	Parcel	Legal Description.Acres.Zoning	Minimum Bid
4	1	Unit: 4 Parcel Number: 10769001G Legal Description: GOLDEN MEADOWS PT OF LOT 37 BY M&B BEG AT NW COR OF LOT 37 THN E92.2302 S86FT TO POB THN E6FT S37FT W6FT N37FT TO POB Parcel Size: 0.01 Acres Zoning: R-36	\$ 25.00
32	1	Unit: 32 Parcel Number: 20107234 Legal Description: WINCHESTER HGTS LOT 234 Parcel Size: 0.55 Acres Zoning: R-36	\$ 1,000.00

36	6	Unit: 36 Multi-Parcel Unit Parcel Number: 20309469 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5134 Parcel Size: 0.36 Acres Zoning: SR-8 Parcel Number: 20309470 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5135 Parcel Size: 0.39 Acres Zoning: SR-8 Parcel Number: 20309471 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5136 Parcel Size: 0.39 Acres Zoning: SR-8 Parcel Number: 20309472 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5137 Parcel Size: 0.25 Acres Zoning: SR-8 Parcel Number: 20309473 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5138 Parcel Size: 0.25 Acres Zoning: SR-8 Parcel Number: 20309474 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5139 Parcel Size: 0.25 Acres Zoning: SR-8	\$ 1,500.00
37	1	Unit: 37 Parcel Number: 20328095 Legal Description: WILLCOX NLY 10' OF LOT 12 & SLY 30' OF LOT 13 BLK 13 BY M&B BEG AT S29DEG 54MIN W10' FROM SE COR OF LOT 13 BLK 13 WILLCOX TWNS N60DEG 06MIN W150' N29DEG 54MIN E40' S60DEG 06MIN E150' S29DEG 54MIN	\$ 5,000.00

72	3	Unit: 72 Multi-Parcel Unit Parcel Number: 20512081 Legal Description: ARIZ SUN SITES #7 LOT 6 BLK 751 Parcel Size: 0.89 Acres Zoning: SR-22 Parcel Number: 20512082 Legal Description: ARIZ SUN SITES #7 LOT 7 BLK 751 Parcel Size: 0.89 Acres Zoning: SR-22 Parcel Number: 20512083 Legal Description: ARIZ SUN SITES #7 LOT 8 BLK 751 Parcel Size: 0.93 Acres Zoning: SR-22	\$ 750.00
75	2	Unit: 75 Multi-Parcel Unit Parcel Number: 20607115 Legal Description: ARIZ SUN SITES #6 LOT 28 BLK 656 Parcel Size: 0.83 Acres Zoning: SR-22 Parcel Number: 20607116 Legal Description: ARIZ SUN SITES #6 LOT 29 BLK 656 Parcel Size: 0.83 Acres Zoning: SR-22	\$ 600.00
76	1	Unit: 76 Parcel Number: 20607206 Legal Description: ARIZ SUN SITES #6 LOT 21 BLK 659 Parcel Size: 0.26 Acres Zoning: GB	\$ 750.00
77	1	Unit: 77 Parcel Number: 20607225 Legal Description: ARIZ SUN SITES #6 LOT 4 BLK 660 Parcel Size: 0.26 Acres Zoning: GB	\$ 500.00

148	1	Unit: 148 Parcel Number: 30333084 Legal Description: SAN SIMON LOT 15 BLK 11 Parcel Size: 0.1 Acres Zoning: R-9	\$ 100.00
154	1	Unit: 154 Parcel Number: 30333186 Legal Description: SAN SIMON LOTS 19 20 BLK 20 Parcel Size: 0.19 Acres Zoning: R-9	\$ 100.00

156	7	Unit: 156 Multi-Parcel Unit Parcel Number: 30560003 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 33 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560004 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 32 Parcel Size: 1.15 Acres Zoning: RU-4 Parcel Number: 30560006 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 30 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560007 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 29 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560008 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 28 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560011 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 25 Parcel Size: 0.96 Acres Zoning: RU-4 Parcel Number: 30560012 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 24 Parcel Size: 1.02 Acres Zoning: RU-4	\$ 3,500.00
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157	7	Unit: 157 Multi-Parcel Unit Parcel Number: 30560017 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 12 Parcel Size: 1.05 Acres Zoning: RU-4 Parcel Number: 30560018 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 13 Parcel Size: 1.03 Acres Zoning: RU-4 Parcel Number: 30560019 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 14 Parcel Size: 1.02 Acres Zoning: RU-4 Parcel Number: 30560020 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 15 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560021 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 16 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560022 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 17 Parcel Size: 1.02 Acres Zoning: RU-4 Parcel Number: 30560034 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 10 Parcel Size: 1.3 Acres Zoning: RU-4	\$ 3,000.00
159	1	Unit: 159 Parcel Number: 40121167 Legal Description: SUN SITES RANCHES #3 LOT 39 BLK 12 Parcel Size: 5.02 Acres Zoning: RU-4	\$ 3,000.00

160	1	Unit: 160 Parcel Number: 40121175 Legal Description: SUN SITES RANCHES #3 LOT 47 BLK 12 Parcel Size: 5.02 Acres Zoning: RU-4	\$ 3,000.00
173	1	Unit: 173 Parcel Number: 40153072 Legal Description: SUN SITES RANCHES #3 LOT 72 BLK 36 Parcel Size: 5.03 Acres Zoning: RU-4	\$ 2,000.00
174	1	Unit: 174 Parcel Number: 40153096 Legal Description: SUN SITES RANCHES #3 LOT 96 BLK 36 Parcel Size: 5.03 Acres Zoning: RU-4	\$ 2,000.00
175	2	Unit: 175 Multi-Parcel Unit Parcel Number: 40153107 Legal Description: SUN SITES RANCHES #3 LOT 107 BLK 36 Parcel Size: 5.02 Acres Zoning: RU-4 Parcel Number: 40153109 Legal Description: SUN SITES RANCHES #3 LOT 109 BLK 36 Parcel Size: 5.02 Acres Zoning: RU-4	\$ 3,000.00
188	1	Unit: 188 Parcel Number: 40568041 Legal Description: VALLEY SPRINGS #6 LOT 45 Parcel Size: 2.72 Acres Zoning: RU-4	\$ 1,000.00

203	1	Unit: 203 Parcel Number: 40623406 Legal Description: COCHISE COLLEGE PARK #6 LOT 968 Parcel Size: 0.15 Acres Zoning: MH-72	\$ 1,200.00
223	1	Unit: 223 Parcel Number: 40774045 Legal Description: COCHISE COLLEGE PARK THE N 4' OF LOT 72 Parcel Size: 0.01 Acres Zoning: SR-12	\$ 125.00
234	1	Unit: 234 Parcel Number: 40780385 Legal Description: LA COSTA ESTATES LOT 503 Parcel Size: 0.32 Acres Zoning: SR-8	\$ 350.00
235	2	Unit: 235 Multi-Parcel Unit Parcel Number: 40780432 Legal Description: LA COSTA EST LOT 806 Parcel Size: 0.35 Acres Zoning: SR-8 Parcel Number: 40780433 Legal Description: LA COSTA EST LOT 807 Parcel Size: 0.36 Acres Zoning: SR-8	\$ 700.00
238	1	Unit: 238 Parcel Number: 40817061 Legal Description: CALUMET & QUEEN LOT 10 BLK 16 Parcel Size: 0.12 Acres Zoning: R-9	\$ 500.00

239	1	Unit: 239 Parcel Number: 40828078 Legal Description: DOUGLAS LOT 25 BLK 139 Parcel Size: 0.08 Acres Zoning:	\$ 5,000.00
240	1	Unit: 240 Parcel Number: 40829049 Legal Description: DOUGLAS S 30' 6IN OF N 80' OF LOTS 17 18 19 20 BLK 134 Parcel Size: 0.07 Acres Zoning:	\$ 3,000.00
246	1	Unit: 246 Parcel Number: 41016158C Legal Description: OVERLOCK LOTS 1 2 & 3 LOTS 19 THRU 24 BLK 30 Parcel Size: 1.47 Acres Zoning: R-9	\$ 2,000.00